



**City Council
Meeting Agenda
June 25, 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.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the meeting which is held at 305 SW A Street in Council Chambers.
- Public comments can be submitted by email to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. This email includes the Mayor and City Council email addresses.
- Public comments can be made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning 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 June 25, 2024:

https://us02web.zoom.us/webinar/register/WN_SkapezUnT7GzcLgr9dMGKA

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: June 11, 2024

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

**1. Resolution Approving a Budget
Adjustment to Reallocate Funds for the
Purchase of Library Furniture**

Resolution

Resolution approving a budget adjustment for Bentonville Public Library (BPL) to reallocate funds for the purchase of furnishings in an amount not to exceed \$50,000.00 total. A budget adjustment is needed to reallocate already budgeted funds from Plants and Building to Furniture and Fixtures.

2. **Resolution Amending the 2024 Budget for the Purchase of a Bibliotheca remoteLocker Tower** **Resolution**
Approval of a Resolution amending the 2024 budget to transfer Impact Fee revenue, in the amount of \$11,500.00, for the purchase of an additional remoteLocker tower. A budget adjustment is needed to transfer Impact Fee revenue.
3. **Resolution awarding bid IFB-24-43 to SafetyMed, LLC for 30 Automated External Defibrillators (AED)** **Resolution**
Resolution approving the award of IFB-24-43 to SafetyMed, LLC for the purchase of 30 automated external defibrillators, in an amount not to exceed \$58,427.88. This is the second lowest bid with the lowest bid being an alternative bid by the same company which was rejected. No budget adjustment is needed.
4. **Resolution to enter into an agreement with CEI for Design, Engineering, and Permitting Services** **Resolution**
Resolution authorizing the Mayor and the City Clerk to enter into an agreement with CEI, in the amount of \$97,550.00, for the design, engineering, and permitting services for the McKissic Creek permanent stream bank stabilization project. A budget adjustment is needed.
5. **Resolution Amending Walton Family Foundation Grant #108601 for McKissic Creek Trail design** **Resolution**
Resolution approving a grant amendment with Walton Family Foundation, increasing the total grant amount by \$70,000.00, for additional design and erosion services for the McKissic Creek Trail project. A budget adjustment is needed to recognize grant funds.
6. **Resolution Accepting a Walton Family Foundation Grant for the Bentonville High School Trail Project** **Resolution**
Resolution authorizing the Mayor and Clerk to accept a grant in the amount of \$2,349,984.00 from the Walton Family Foundation for the construction and construction administration of Bentonville High School Connector trail. A budget adjustment is needed to recognize grant funds.
7. **Resolution authorizing an Agreement with Crafton Tull for School Trail Construction Administration** **Resolution**
Authorization for the Mayor and City Clerk to enter into an agreement with Crafton Tull, in the amount of \$81,150.00, for construction observation and administration services for the Bentonville High School Connector Trail project. No budget adjustment is needed.
8. **Resolution to Award Bid IFB-24-30 to 81 Construction for the Bentonville High School Trail Project** **Resolution**
Approving Bid Award IFB-24-30 to 81 Construction, in the amount of \$2,277,889.00, for the construction of the BHS Connector Trail project. No budget adjustment is needed.
9. **Resolution for the Purchase and Installation of Playground Equipment at Gilmore Park** **Resolution**

Authorizing the purchase and installation of playground equipment at Gilmore Park, by Landscape Structures, Inc., in an amount not to exceed \$255,595.40. No budget adjustment is needed.

10. **Resolution accepting a Bid Award IFB-24-42 for Sod at Memorial & Citizens Parks Soccer Fields** **Resolution**
Resolution to award bid IFB-24-42 to Diamond C Construction in the amount of \$109,288.00 for the purchase and installation of 188,000 square feet of Bermuda sod for the renovation of Memorial and Citizens Parks soccer fields surfaces. No budget adjustment is needed.
11. **Resolution Entering into an Agreement - Heartland Business Systems for Data Storage Replacement** **Resolution**
Authorizing an agreement with Heartland Business Systems for battery and battery backup replacement, in an amount not to exceed \$43,295.59, through participation in TIPS Contract #220105. No budget adjustment is needed.
12. **Resolution approving Change Order #3 of PIIP22-0010 NW 9th & D Construction** **Resolution**
Approving Change Order #3 with Crossland Heavy Contractors, in an amount not to exceed \$44,581.46, for storm infrastructure realignment and a waterline relocation at the corner of NW Jackson and D St. No budget adjustment is needed.
13. **Resolution Extending Expiring Planning Commissioners Terms** **Resolution**
A resolution extending the term of Position 1 and Position 4 on the Planning Commission from expiring on July 1, 2024 to expiring on August 1, 2024. No budget adjustment is needed.
14. **Resolution amending Professional Services Agreement with Thompson Consulting Services, LLC** **Resolution**
Resolution amending the professional services agreement with Thompson Consulting Services, LLC for Task Order #1, covering post disaster grant management consulting and debris monitoring services, in an amount not to exceed \$2,301,124.80. A budget adjustment is needed.

II. Utility Board

1. **An Ordinance Updating Utility Terms and Conditions of Service** **Ordinance***
Request approval of ordinance to update Terms and Conditions of Service. Approved by Utility Board 5-0. No budget adjustment is needed.
2. **Ordinance Waiving Competitive Bidding to Order 3ph Transformers** **Ordinance***
Approval of an Ordinance to waive competitive bidding to purchase 3ph Transformers from AECl, with Unit Prices and estimated quantities attached for \$248,600.00, plus applicable taxes. Approved by Utility Board 5-0. No budget adjustment is needed.
3. **Resolution to enter into an Agreement with Jacob's Engineering Group, Inc for RFP-24-10** **Resolution**
Resolution authorizing the Mayor and City Clerk to enter into an Agreement with Jacob's Engineering Group, Inc. under RFP-24-10 for the design and implementation of VTScada at

the I St pump station in the amount of \$117,404.83. Utility Board approved 5-0. No budget adjustment is needed.

4. **Resolution to award Bid IFB-24-27 IDIQ for Water and Sewer Maintenance Work** **Resolution**

Approval to award IFB-24-27 to Ross and Co. Construction, Inc per the Unit Prices attached, for a Contract amount not to exceed \$500,000.00, for water and sewer maintenance work. Utility Board approved 5-0. No budget adjustment is needed.

III. Planning

1. **Lot Split - 1126 FILLMORE LLC - Lot 27 and 28, Block 14 of W.A. Burk's Addition - 1126 Fillmore Street (LS24-0015)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 18, Block 14 Of W.A. Burk's Addition Creating New Lots 27 And 28. Block 14 Of W.A. Burk's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Final Plat - WAL-MART STORES EAST LP - Lot 1 Walmart Campus Subdivision, Phase 5 - 1600 Southeast 8th Street (FP24-0001)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lot 1 Walmart Campus Subdivision, Phase 5 To The City Of Bentonville, Arkansas; And For Other Purposes.

IV. Presentation

1. **2024 Street Overlay/Street Sealant Plan** **Informational**
Presentation of the Street Overlay and Street Sealant Plan.

V. Other Business/Announcements/Comments Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving a Budget Adjustment to Reallocate Funds for the Purchase of Library Furniture
Action Recommendation & Justification:	Resolution approving a budget adjustment for Bentonville Public Library (BPL) to reallocate funds for the purchase of furnishings in an amount not to exceed \$50,000.00 total. A budget adjustment is needed to reallocate already budgeted funds from Plants and Building to Furniture and Fixtures.
Additional Comments for Consideration (Optional):	New library furniture is required for the expansion and renovated spaces at BPL. A previous budget adjustment approved by City Council funded furniture contract awards to regional dealers. Remaining purchases, funded by this budget adjustment will allow BPL to buy items direct from vendors. These purchases can be discounted through negotiations and do not include dealer commission to save the City money. All purchases will adhere to the City of Bentonville's Purchasing Policy.
Amount for Approval:	\$ 50,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105050-47430	Furniture and Fixtures	\$ 50,000	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105050-47210	Plants and Building	\$ (50,000)	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

This is a reallocation of previously budgeted funds.

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2024 BUDGET; REALLOCATING
BUDGETED FUNDS FOR THE BENTONVILLE PUBLIC LIBRARY, IN AN
AMOUNT NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00);
AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Public Library seeks City Council approval of a budget adjustment to reallocate budgeted funds from Plants and Building to Furniture and Fixtures; and

WHEREAS, this budget adjustment will assist with the purchase of new library furniture that is required for the expansion and renovated spaces at the Bentonville Public Library.

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

Section 1: The 2024 Budget is adjusted to appropriate fifty thousand dollars (\$50,000.00) from Account #105050-47210 – Plants and Building into Account #105050-47430 – Furniture and Fixtures;

Section 2: This budget adjustment will cover the purchase of new Library Furniture that is required for the expansion and renovated spaces at the Bentonville Public Library;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Hadi Dudley
Phone:	479-271-3194	For Department(s):	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Amending the 2024 Budget for the Purchase of a Bibliotheca remoteLocker Tower
Action Recommendation & Justification:	Approval of a Resolution amending the 2024 budget to transfer Impact Fee revenue, in the amount of \$11,500.00, for the purchase of an additional remoteLocker tower. A budget adjustment is needed to transfer Impact Fee revenue.
Additional Comments for Consideration (Optional):	With the extremely high use of lockers at the Community Center, the purchase is required to expand the library's capacity to meet public use. Certain components that address growth qualify for Impact Fee use as branch improvements. This project is included in the Library's Capital Improvement Plan for FY2025 and City's Impact Fee Study for Library branch improvements. Buying now meets current demand and saves the City \$5,238.51, versus budgeting impact fees for the purchase next year.
Amount for Approval:	\$ 11,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105050-39192	Transfer In - Impact/Capacity	\$	\$ 11,500.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105050-47520	Computer Equipment	\$ 11,500.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
255050-49110	Transfer out - General	\$ 11,500.00	\$
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): Library Impact Fees

Budget Impact Notes for Consideration (Optional):

This purchase was planned for FY2025 and is included in the library's CIP. Estimated total project cost reflects discounted pricing offered by the vendor with shipping included in BPL's current technology order for the expansion.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2024 BUDGET; TRANSFERING LIBRARY
IMPACT FEES IN THE AMOUNT OF ELEVEN THOUSAND FIVE HUNDRED
DOLLARS (\$11,500.00) FOR THE PURCHASE OF A REMOTE LOCKER
TOWER FOR THE BENTONVILLE PUBLIC LIBRARY; AND FOR OTHER
PURPOSES.**

WHEREAS, the Bentonville Public Library requests approval to purchase an additional “remoteLocker” tower, from Bibliotheca, including hardware, software, and warranties;

WHEREAS, this purchase is included in the Library’s FY2025 CIP; however, accelerating the purchase to this year and combining with other Library purchases, will save the City in excess of five thousand dollars (\$5,000.00);

WHEREAS, locker use at the Community Center is extremely high and the immediate purchase of this item is needed to expand the Library’s capacity to meet public demand; and

WHEREAS, this item is funded through collected impact fee revenue.

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

Section 1: The 2024 Budget is adjusted to appropriate eleven thousand five hundred dollars (\$11,500.00) from Account #105050-39192 – Transfer In-Impact Capacity into Account #255050-49110 – Transfer Out-General;

Section 2: The 2024 Budget is further adjusted to appropriate the same from Account #255050-49110 – Transfer Out-General into Account #105050-47520 – Computer Equipment;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Justin Scantlin
Phone:	479-271-5927	For Department(s):	Fire
Email:	scantlin@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution awarding bid IFB-24-43 to SafetyMed, LLC for 30 Automated External Defibrillators (AED)
Action Recommendation & Justification:	Resolution approving the award of IFB-24-43 to SafetyMed, LLC for the purchase of 30 automated external defibrillators, in an amount not to exceed \$58,427.88. This is the second lowest bid with the lowest bid being an alternative bid by the same company which was rejected. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This purchase updates the current 2011 models and will integrate with the patient care reporting system providing cardiac rhythm strips and heart rate directly to the report. The batteries and chest pads are upgraded to last 4 years instead of 2 years. This purchase will add 2 AED's at City Hall (one in the lobby, and one upstairs) and add one to the Training Room at Fire Station 1. This improves public safety at those facilities. Please see attached memo for bid selection justification.
Amount for Approval:	\$ 58,427.88

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Budget Line Account - 42510.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Inter-office Memorandum

To: Mayor Orman and City Council
From: Justin Scantlin, Fire Chief
CC: Camille Thompson, Staff Attorney; Kelsi Frederick, Purchasing Manager;
Patrick Johndrow, Finance Director
Date: 6/25/2024
Re: Bid Selection Justification

The Fire Department request a sealed bid for 30 updated AED's. The lowest bid was an alternate bid that did not meet the specifications that were outlined the bid request. This bid included cabinets that have sharper squared edges than the spec which requested rolled edges. This is a safety hazard to the public that could cause undo harm if someone fell against it. These cabinets will be installed in public areas of City Hall. The Fire Department is requesting that we accept the next lowest bid that meets the spec. That bid is from SafetyMed, LLC for \$58,427.88. This is a budgeted item. Thank you for your consideration.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED AMENDED BID TABULATION

Date of Bid Opening:	6/11/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-43
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Solicitation Title: Automated External Defibrillators

Bidders:				SafetyMed, LLC (Alternate Bid)		SafetyMed, LLC		Ever Ready First Aid		Dealmed Medical Supplies LLC		Henry Schein, Inc.		Stryker Sales, LLC	
Line Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	27	EA	LIFEPAK CR2 semi-automatic defibrillator Item number: 99512-001261	\$1,895.00	\$51,165.00	\$1,895.00	\$51,165.00	\$1,990.00	\$53,730.00	\$ 2,340.32	\$ 63,188.64	\$ 2,114.56	\$ 57,093.12	\$ 1,900.10	\$ 51,302.70
2	3	EA	LIFEPAK CR2 fully-automatic defibrillator Item number: 99512-001263	\$1,995.00	\$5,985.00	\$1,995.00	\$5,985.00	\$2,154.00	\$6,462.00	\$ 2,629.17	\$ 7,887.51	\$ 2,288.25	\$ 6,864.75	\$ 2,056.68	\$ 6,170.04
3	3	EA	Alarmed AED wall cabinet w/rolled edges Item number: 11220-000079	\$215.72	\$647.16	\$425.96	\$1,277.88	\$116.00	\$348.00	\$ 512.46	\$ 1,537.38	\$ 438.90	\$ 1,316.70	\$ 280.05	\$ 840.15
4	1	EA	Freight/Shipping	\$0.00	\$0.00	\$0.00	\$0.00	\$1.00	\$1.00	\$ 1,000.00	\$ 1,000.00	\$0.00	\$0.00	\$ 686.76	\$ 686.76
Total Bid Price				\$57,797.16		\$58,427.88		\$60,541.00		\$73,613.53		\$65,274.57		\$58,999.65	
				Line 3 Extended Price and Total Bid Price corrected during Bid Evaluation.				Line 4 Extended Price and Total Bid Price corrected during Bid Evaluation.							
purchasing@bentonvillear.com - (479) 271-3115															

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-43 TO SAFETYMED, LLC., FOR THE PURCHASE OF THIRTY (30) AUTOMATED EXTERNAL DEFIBRILLATORS, IN AN AMOUNT NOT TO EXCEED FIFTY-EIGHT THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND EIGHTY-EIGHT CENTS (\$58,427.88); AND FOR OTHER PURPOSES.

WHEREAS, SafetyMed, LLC. is the lowest qualified bidder for bid IFB-24-43;

WHEREAS, this contract covers the purchase of thirty (30) Automated External Defibrillators which will update the current 2011 models; 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 SafetyMed, LLC., for the purchase of thirty (30) Automated External Defibrillators for the City of Bentonville Fire Department, in an amount not to exceed fifty-eight thousand four hundred twenty-seven dollars and eighty-eight cents (\$58,427.88);

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to enter into an agreement with CEI for Design, Engineering, and Permitting Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and the City Clerk to enter into an agreement with CEI, in the amount of \$97,550.00, for the design, engineering, and permitting services for the McKissic Creek permanent stream bank stabilization project. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	CEI will provide design, engineering, and permitting services for the Wishing Springs Bank Stabilization Project. This firm was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	\$ 97,550.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105030-47390	Improv Other than Bldg/Other	\$ 97,550.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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

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Memo



To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Jackie Bubenik II, Parks and Recreation

Date: June 10, 2024

Re: Resolution authorizing the Mayor and Clerk to enter into an agreement with CEI for design and engineering services in the amount of \$97,550 for the permanent streambank stabilization at Wishing Springs.

CEI will provide design, engineering and permitting services for the Wishing Springs Bank Stabilization Project adjacent to Buddy Pegs bike shop. Imagery revealed approximately 40' of stream bank erosion has occurred in recent years at this location. Construction and restoration cost are estimated to be \$500,000 based on similar type projects in the area in 2024. A budget adjustment will be needed.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:

CEI Proposal

Request Form

Pictures of damage

CITY OF BENTONVILLE PURCHASING OFFICE				
2024 Annual SOQ Evaluation Results				
Project: Design Consultant for Wishing Springs Bank Stabilization				
SELECTION COMMITTEE MEMBERS	FIRMS SELECTED FOR EVALUATION			
	CEI Engineering Associates, Inc.	Crafton Tull	Ecological Design Group, Inc.	
Committee Member 1	39	34	34	
Committee Member 2	36	31	32	
Committee Member 3	35	33	34	
TOTAL (auto calc)	110	98	100	
SCORE SUMMARY		TOP 3 RATED FIRMS		
CEI Engineering Associates, Inc.	110	1)	CEI Engineering Associates, Inc.	
Crafton Tull	98	2)	Ecological Design Group, Inc.	
Ecological Design Group, Inc.	100	3)	Crafton Tull	
		Results Tabulated On: May 10, 2024		
		Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.		
		Notes:		
purchasing@bentonvillear.com - (479) 271-3115 - www.bentonvillear.com				



2600 NE 11th Street, Suite 300
Bentonville, AR 72712 / (479) 319-1184
CEI Contact: Carter Smith cartersmith@ceieng.com

City of Bentonville
Wishing Springs Streambank Restoration
Bentonville, Arkansas
Proposal for Engineering Services
May 30, 2024

PROJECT DESCRIPTION

Thank you for the opportunity to present this proposal for the McKisic Creek permanent streambank stabilization project east of Buddy Pegs Family Bike Shop. The approximate location is between 36°25'12.66"N, 94°13'14.09"W and 36°25'8.95"N, 94°13'14.78"W along the east side of Wishing Springs Trail in Bentonville, Arkansas (see Appendix A for more detailed proposed project boundaries). CEI understands a temporary streambank stabilization is already planned to be installed, however a permanent streambank stabilization design for this eroded section of McKisic Creek is still required. Google Earth imagery revealed approximately 40 ft of stream bank erosion since 2016 at that cross-section of McKisic Creek. This proposal is for a permanent solution to be designed for the streambank stabilization of McKisic Creek.

To further expedite the design for this emergency streambank stabilization and produce the best product possible for the City of Bentonville, CEI will subcontract a streambank restoration specialist as part of this project to review and advise in the design based on their installation field experiences.

The scope of work presented is for a permanent streambank stabilization design, permitting, and construction observation services. Scope of design will be evaluating necessary stream and stabilization metrics, prepare construction documentation, coordinate Grading and Floodplain Development Permits with the City of Bentonville, and coordinating applicable USACE permits to meet this objective as quickly as possible.

Our project team will first survey the stream and evaluate the hydraulics and stream dynamics in the immediate area and document proposed emergency streambank restoration. The contract limits are interpreted to be 320-380 linear feet of emergency streambank stabilization along the west side of McKisic Creek. CEI survey team will survey the affected corridor (including the trail, stream, trees, outfall structures, etc.) as well as stream cross sections and ordinary high-water mark in 50' increments. The survey will extend 75' up and down stream of the 380 ft impacted stabilization area, no boundary survey services are anticipated.

Permitting through the US Army Corps of Engineers (USACE) will be required under a [Nationwide Permit 27](#) for Aquatic Habitat Restoration, Enhancement, and Establishment Activities.

Services not included: Boundary survey, geotechnical investigations, FEMA permitting, Large Scale Development Permitting with the City of Bentonville or any other City of Bentonville Permits not otherwise listed in the scope. All Extra Work outside of the scope defined herein must be acknowledged as additional work and authorized by the City of Bentonville prior to commencing work. All Extra Work will be billed at the hourly rates as indicated in Section VII.

I. SCOPE OF BASIC DESIGN SERVICES

A. Topographic Survey

CEI shall perform a Topographical Survey of said property, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include creek cross sections at 50' intervals, trees at 6" BHD and above, all above-ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client. Survey will exclude boundary and boundary related items.

Total Fees \$ 5,000.00

B. Construction Documents and OPC

CEI shall provide construction plans and design details for the described project. Preliminary site concept and grading plans shall be prepared and submitted to the Client for review (50% plans). Client comments will be incorporated, and the updated set will be used for permitting per. Design plans and OPC shall be submitted to the Client at 50% and 90% design for coordination and revision. Final project construction plans and specifications will be provided to the Client upon receipt of all required permits and 100% design.

Total Fees \$ 27,000.00

C. Specifications, Bidding, and Contract Negotiations

CEI shall provide required bidding support as requested by Client. Services to include construction specifications, bidding coordination and administration, contractor qualifications, and recommendation of award. We assume bidding will be done directly for Client. If bidding is to be done through an outside entity, additional cost will be required.

Fees \$ 11,000.00

D. SWPPP / Erosion control

CEI shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the state and local jurisdictional requirements. CEI expects the project to fall under the classification as a Small Site with less than 5 acres disturbed and no requirement for submittal of a Notice of Coverage under the General Permit. All application fees paid by CEI will be charged as a reimbursable expense according to Section VII below.

Total Fees \$ 1,250.00

E. Permitting and Coordination with City / USACE / ADEQ

Grading permit shall be submitted to the City for review. Comments received from the City shall be addressed.

Floodplain development permit permitting through the Floodplain Development Manager.

Permitting through the US Army Corps of Engineers (USACE) under [Nationwide Permit 27](#) for Aquatic Habitat Restoration, Enhancement, and Establishment Activities for stream bank stabilization activities will be required.

Permitting through the ADEQ for a Short-Term Activity Authorization (STAA) for the work conducted in the stream.

Permitting services do not include FEMA and environmental permitting such as endangered species mitigation, or wetland mitigation. Additionally, permitting services do not include any city or county permits other than those listed above.

Total Fees \$ 6,500.00

F. Coordination with Landowners

Coordination with effected landowners regarding construction scheduling, easement acquisition, and for permit signatures as required.

Total Fees \$ 3,000.00

G. HEC-RAS Modeling for No-Rise Floodplain Development Permit

Existing The streambank restoration design will be modeled in HEC-RAS to ensure a no-rise permit can be obtained. The scope for this modeling includes determining a pre-existing model that reflects the creek in 2015 prior to the significant erosion that has occurred for comparison to a proposed model, Creation of a proposed model reflecting the proposed streambank stabilization, determination of a solution for a No Rise permit. This effort includes 1 No Rise iteration for modifications to streambank work, generating the No Rise Report and Forms for the floodplain development permit, and 1 revision per AHJ.

Note: This task item will not be billed if the requirement for a HEC-RAS model is waived.

Total Fees \$ 24,000.00

H. Reimbursable Expenses

The scope of services listed above is intended as fee only and does not include reimbursable expenses such as application fees, reprographics, etc. See Section VII of this agreement for an explanation of reimbursable expenses that may be incurred during production of project documents and permitting approval.

Total Estimated Fees..... \$ 1,000.00

Total Design Fees \$ 78,750.00

II. SCOPE OF BASIC CONSTRUCTION ADMIN AND AS-BUILT SURVEY SERVICES

A. Construction Observation/ Administration

CEI is available as needed by City to provide limited construction administration during the construction phase of this project. Said services, which may also include Client-directed plan changes or other revisions, shall commence upon final approval by the jurisdictional authorities of the permitting review process. Required site observation for this project by the municipality is anticipated to be minimal; the scope of services estimated below may be adjusted for more frequent site visits as requested by Client. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

Total Fees \$ 15,800.00

Construction administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 3.5 months of construction, 3 days/weeks observation, and includes 20 hours of Project Manager, 10 hours of Project Engineer, 60 hours of Construction Observer (assumed 3hr per working day), and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VII below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be \$200 to be invoiced in accordance with Section VII below.

B. As-Built Survey

CEI shall provide an As-Built survey consisting of improvements to the subject property after completion of construction. The As-Built Survey will include topographic data of newly constructed trail and erosion improvements utilizing sectional cross sections at 50' intervals. The survey will exclude utility improvements, trees, fences, and temporary structures. This survey will include 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. All work will be supervised by an Arkansas Professional Land Surveyor.

Total Fees\$ 3,000.00, excluding reimbursables
Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be \$150.00 to be invoiced in accordance with Section VII below.

Total Construction Observation and As-Built Survey Fees \$ 18,800.00

Grand Total Design, Permitting & Construction Observation Cost \$ 97,550.00

III. PROJECT SCHEDULE

Deliverable	Timeline to Completion
Design and Permitting Schedule	<u>Total ~6 Months</u>
i. Topographic Survey	6 Weeks after Signed Contract
ii. 50% Construction Documents & OPC	3 Weeks from Survey Completion
iii. ADEQ Permitting – STAA	1 Month from 50% Design
iv. FPD – No Rise Modeling	2 Months from 50% Design
v. USACE NWP 27 Permitting	3 Months from 50% Design
vi. FPD – No Rise Permit	1 Months from No-Rise Modeling
vii. 90% Construction Documents & OPC	3 Months from Survey Completion
viii. COB Grading Permit	1 Month from 90% Design

IV. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following: None

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

V. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- Additional city or county permits other than those listed explicitly herein.
- Utility relocation

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the

contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

VI. 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
Project 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.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of

completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VII. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VIII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

IX. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity

Print Name

Title

Date

Brent L. Massey

VP of Operations

5/31/2024

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date



TRAIL CLOSED
DO NOT ENTER

We apologize for the inconvenience, but this portion of the trail is temporarily closed. Areas beyond this gate are dangerous. Do not proceed beyond this point.





RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI FOR DESIGN, ENGINEERING, AND PERMITTING SERVICES FOR PERMANENT STREAM BANK RESTORATION, IN AN AMOUNT NOT TO EXCEED NINETY-SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$97,550.00); AMENDING THE 2024 BUDGET TO APPROPRIATE THE SAME; AND FOR OTHER PURPOSES.

WHEREAS, the Parks and Recreation department requests approval to enter into a professional services agreement with CEI for design, engineering, and permitting services for the McKissic Creek permanent streambank stabilization project;

WHEREAS, this firm was selected following the City's Purchasing Policy for professional services; and

WHEREAS, a budget adjustment will be needed to fund this agreement.

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, for professional services for the McKissic Creek permanent streambank stabilization project, in an amount not to exceed ninety-seven thousand five hundred fifty dollars (\$97,550.00);

Section 2: The 2024 Budget is adjusted to appropriate ninety-seven thousand five hundred fifty dollars (\$97,550.00) from General Fund into account #105030-47390, Improvements Other than Building/Other;

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:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Amending Walton Family Foundation Grant #108601 for McKissic Creek Trail design
Action Recommendation & Justification:	Resolution approving a grant amendment with Walton Family Foundation, increasing the total grant amount by \$70,000.00, for additional design and erosion services for the McKissic Creek Trail project. A budget adjustment is needed to recognize grant funds.
Additional Comments for Consideration (Optional):	City Council approved the initial grant for \$58,000.00 at its February 14, 2023 meeting. This amendment adds \$70,000.00 to the grant.
Amount for Approval:	\$ 70,000.00

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	\$	\$ 70,000.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/Other	\$ 70,000.00	\$
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

Please Recycle!

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik II, Parks and Recreation
Date: April 10, 2024
Re: City Council Acceptance of Walmart Family Foundation Grant for additional design services with CEI.

Requesting a resolution acceptance of a Walton Family Foundation grant in the amount of \$70,000.00 for additional design services. Due to unforeseen circumstances, increased erosion at the project site, additional design, borings, and permitting of the required work to mitigate the damage and provide a stable, long-term solution to the site will be needed. Once these design revisions are complete, our contractor will evaluate the changes and will provide a change order costs for our overall project.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:

Location Map

Grant Letter

Request Form



EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

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

DATE: June 10, 2024

CLIENT: City of Bentonville – Parks and Recreation Department

PROJECT NAME: McKissic Creek Trail Construction Services

CLIENT CONTACT: David Wright/Wade Thomlinson

PROJECT NO.: 32728.0

PROJECT MANAGER: Zachary Hoyt

DATE OF CURRENT CONTRACT: May 20, 2022

Description of Services: Due to unforeseen circumstances brought about by an increase in erosion at the project site, CEI engaged FTN to collaborate in the design and permitting of the required work to mitigate the damage and provide a stable, long-term solution (EWA 01). During onsite meetings with FTN (design team) and GTS (geotechnical engineer) it was determined that FTN would need additional information to support the development of their design. This will include additional borings adjacent to the site as well as updated survey data to aid in the design of the corrective measures. These items were unknown when FTN was originally engaged and were not carried in the amount approved as part of EWA 01 with the City of Bentonville. Therefore, we are requesting additional fees for surveying, geotechnical investigation, and construction coordination to provide adequate information to proceed with the design of the remediation.

Compensation: **See attached Exhibit A for scope of services and compensation proposed.**

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

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

(Signature)

(Company Name)

(Date)

(Company Authorized Representative & Title)

Distribution:

(Signature)

PLEASE SIGN & RETURN ORIGINAL

☐ **CALIFORNIA**
710 W. Pinedale Avenue
Fresno, CA 93711
559.447.3119
559.447.3129 FAX

☐ **TEXAS – DALLAS**
3030 LBJ Freeway
Suite 100
Dallas, TX 75234
972.488.3737
972.488.6732 FAX

☐ **TEXAS – HOUSTON**
12012 Wickchester Lane
Suite 240
Houston, TX 77477
281.494.0360
281.494.0309 FAX

☒ **ARKANSAS**
3108 SW Regency Parkway
Bentonville, AR 72712
479.273.9472
479.273.0844 FAX

☐ **PENNSYLVANIA**
550 Township Line Road
Suite 450
Blue Bell, PA 19442
570.963.031
570.963.5711 FAX

EXHIBIT A

I. SCOPE OF SERVICES

A. Topographic Survey

CEI shall coordinate with onsite contractor to expose bedrock every 15' along proposed wall in area shown in attached exhibit A. Cost includes fees for contractor to expose bedrock and for CEI to collect elevation data on exposed bedrock.

Fees \$ 15,500.00

B. Geotechnical Borings and Report

The subsurface conditions at the project site be evaluated at five (5) boring locations. Borings B-1 through B-4 are located along the length of the proposed wall, while Boring B-5 is located behind the existing retaining wall. The proposed borings will be drilled and sampled to 25 feet below existing grades or to auger refusal depths, whichever is less. A Boring Location Diagram of the proposed locations is included on the last page of this proposal.

Upon auger refusal, the refusal material will be cored at Borings B-1 through B-4. Borings B-1 and B-4 will be cored to a minimum of 10 feet below maximum channel depth (maximum of 15 feet of coring), while Borings B-2 and B-3 will be cored for 5 feet beyond auger refusal. If not provided to us, GTS will estimate the maximum channel depth in the field with a weighted tape. Boring B-5 is budgeted to terminate upon auger refusal.

A map of proposed boring locations has been added to the end of this Extra Work Authorization.

Fees \$ 15,000.00

C. Civil Design

CEI will provide additional civil design services for this increased scope of work in order to help facilitate inclusion of the proposed erosion mitigation being engineered by FTN and Associates. This will include plan updates and reviews as needed.

Fees \$ 10,000.00

D. Construction Administration

CEI will provide additional services for this increased scope, which may also include Client-directed plan changes or other revision, shall commence upon final approval by the jurisdictional authorities of the Large Scale Development. Such services may include, but are not limited to, bidding, preconstruction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

Fees \$ 20,000.00

Total Fees \$ 60,500.00

June XX, 2024

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

RE: Amendment to Grant #108601

Dear Mayor Orman,

This letter (the “**Amendment Letter**”) is regarding Grant #108601 between the Walton Family Foundation, Inc. (“**Foundation**”) and the City of Bentonville (“**Grantee**”), in the amount of \$58,000.00, as described in a letter agreement dated February 16, 2023 (the “**Original Grant Agreement**”). This Amendment Letter amends the Original Grant Agreement (as amended, the “**Grant Agreement**”) to increase the total “up to” grant amount by an additional up to \$70,000.00.

Except as otherwise expressly modified by the terms of this Amendment Letter, the Original Grant Agreement shall remain unchanged and continue in full force and effect.

Section **2 and 5** are hereby amended and restated in its entirety as follows:

2. Amount: Up to \$128,000.00 USD.

Grant payments will be made as follows:

	Amount	Conditions
#1	\$58,000.00	Paid upon completion of the Original Grant Agreement
#2	Up to \$70,000	Upon the Foundation’s receipt of this signed Amendment Letter, and approval of receipt of documentation of actual costs on or about July 1, 2024

Grantee acknowledges that as of the date of this Amendment Letter, it has received \$58,000.00 from the Foundation, and that accordingly the total remaining amount to be disbursed by the Foundation to Grantee under the Grant Agreement is up to \$70,000.00.

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 Date	Report Type
June 30, 2024	Progress Report
August 1, 2024	Final Report

[Remainder of page intentionally left blank. Signature page follows.]

By electronically signing this Amendment Letter, 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 Amendment Letter is not completed by **May 30, 2024**, the Foundation will consider the Grantee to have declined the grant.

Sincerely,

Stephanie Cornell
Executive Director

ACKNOWLEDGED AND AGREED

By:

Stephanie Orman
Mayor
City of Bentonville

cc: Jackie Bubenik
Jake Harper

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION, INCREASING THE TOTAL GRANT AMOUNT BY SEVENTY THOUSAND DOLLARS (\$70,000.00); ADJUSTING THE 2024 BUDGET TO RECOGNIZE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, after approval at the February 14, 2023 City Council meeting, the City of Bentonville entered into grant agreement #108601 with the Walton Family Foundation, in the amount of fifty-eight thousand dollars (\$58,000.00), for the design of erosion mitigation measures for the first phase of McKissic Creek Trail;

WHEREAS, due to unforeseen circumstances brought about by increased erosion, additional design and permitting is needed, increasing the cost of this project;

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

WHEREAS, a budget adjustment is needed to recognize grant 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 hereby authorized to enter into an amended grant agreement with the Walton Family Foundation in which the City will receive an additional seventy thousand dollars (\$70,000.00) in grant funds for the design of erosion mitigation measures for the first phase of McKissic Creek Trail;

Section 2: The 2024 Budget is hereby adjusted to recognize seventy thousand dollars (\$70,000.00) of grant funds into Account #105030-33810 Local Grants;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #105030-47390 Improvements Other than Buildings/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:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Accepting a Walton Family Foundation Grant for the Bentonville High School Trail Project
Action Recommendation & Justification:	Resolution authorizing the Mayor and Clerk to accept a grant in the amount of \$2,349,984.00 from the Walton Family Foundation for the construction and construction administration of Bentonville High School Connector trail. A budget adjustment is needed to recognize grant funds.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 2,349,984.00

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	\$	\$ 2,349,984
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/ Other	\$ 2,349,984	\$
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 II, Parks and Recreation
Date: June 10, 2024
Re: City Council Acceptance of a Walmart Family Foundation Grant for construction and construction administration for the BHS connector trail along with funding Account 7390 (Improvements other than Building).

Requesting Council's acceptance of a Walton Family Foundation grant in the amount of \$2,349,984.00 for the construction and construction administration of Bentonville High School connector trail. This project includes construction of a multi-use Trail, an approximately 9,180 linear foot, 10-foot wide sidepath along portions of SE C Street, SE 18th Street, SE J Street and across the Bentonville High School Campus

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:
Location Map
Grant Letter
Request Form

WALTON FAMILY
F O U N D A T I O N



June 10, 2024

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

RE: Grant 00110988

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$2,349,984.00 to construct the Bentonville High School Connector Trail, an approximately 9,180 linear foot, 10-foot wide sidepath along portions of SE C Street, SE 18th Street, SE J Street and across the Bentonville High School Campus. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Stephanie Cornell
Executive Director

Grant Agreement

June 10, 2024

Grant 00110988

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$2,349,984.00 to City of Bentonville ("Grantee" or "City"). The project term will be June 08, 2024 to May 14, 2025. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to construct the Bentonville High School Connector Trail, an approximately 9,180 linear foot, 10-foot wide sidepath along portions of SE C Street, SE 18th Street, SE J Street and across the Bentonville High School Campus as more fully described in Appendix A. 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: \$2,349,984.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$800,000.00	Signed Grant Agreement	July 2024
2	\$1,549,984.00	Approval of Progress Report	On or around January 13, 2025

3. **Payable:** Initial installment of \$800,000.00 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 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 Date
Progress Report	January 10, 2025
Final Report	May 14, 2025

Success will be measured against the outputs and outcomes described in Appendix A.

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. Please reference Grant 00110988 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 "IRC") 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 determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - f. 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;
 - g. 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
 - h. 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. **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.

10. **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.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00110988 in your communication.

By electronically signing this 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 is not completed by June 24, 2024 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Stephanie Cornell
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Description of Grant Project: The purpose of this grant is to construct the Bentonville High School Connector Trail, an approximately 9,180 linear foot, 10-foot wide sidepath along portions of SE C Street, SE 18th Street, SE J Street and across the Bentonville High School Campus.

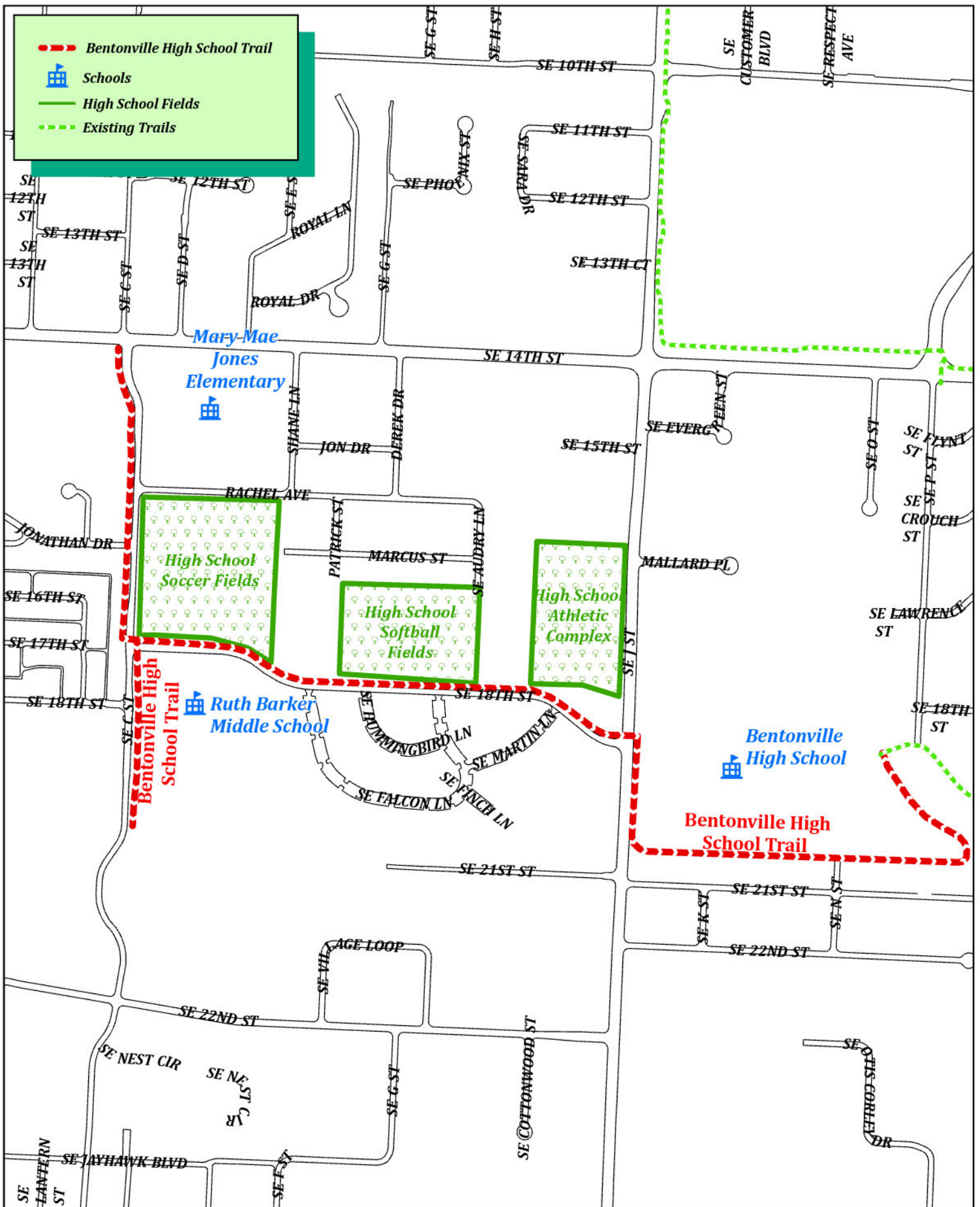
This project connects the Razorback Greenway with Bentonville High School, Ruth Barker Elementary School, Mary Mae Jones Elementary School, the Bentonville Tigers Athletic Complex, and surrounding neighborhoods. Pedestrian upgrades will also be made to the signals at SE 18th Street & SE J Street as well as SE 14th Street and SE C Street. Upgrades include signal improvements, bridge deck improvements and installation of a flashing beacon push-button assembly.

Performance Measures

Goal: Create a safe bicycle and pedestrian connection from the Razorback Greenway to Bentonville High School, Ruth Barker Elementary School, Mary Mae Jones Elementary School, the Bentonville Tigers Athletic Complex, and surrounding neighborhoods.

Outputs And Outcomes

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Bentonville, through an agreement with a qualified contractor, will complete construction of approximately 9,180 linear feet of 10' wide multi-use paved trail that conforms to uniform design and construction standards.	09/02/2024	Inspection and Site visits by City of Bentonville Parks and Recreation Staff and Engineering consultant.
Output	The grantee will actively promote the new trail completion with partners using social and print media, making at least three posts on City media platforms.	09/02/2024	The City of Bentonville Parks and Recreation division will issue a report on media promotions.
Outcome	The average monthly usage on the newly constructed BHS trail will exceed the current usage on the current sidewalk system as measured by electronic trail counters.	12/31/2024	Measured by counter data. Trail counters for existing sidewalks to be installed by 7.26.2024. New data will be collected and compared at the completion of the BHS trail.
Outcome	The number of students who walk or bike to Bentonville High School, Ruth Barker Middle School and Mary Mae Jones elementary school will increase post-construction.	05/14/2025	Measured by trail counter data and Bentonville. Public School District survey data.



Bentonville High School Trail



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF TWO MILLION THREE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS (\$2,349,984.00), FOR THE BENTONVILLE HIGH SCHOOL CONNECTOR TRAIL PROJECT; AMENDING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is awarded a grant from the Walton Family Foundation, in the amount of two million three hundred forty-nine thousand nine hundred eighty-four dollars (\$2,349,984.00), for the construction and construction administration of the Bentonville High School connector trail;

WHEREAS, this project includes construction of a multi-use trail along portions of SE C Street, SE 18th Street, SE J Street, and across the Bentonville High School Campus;

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

WHEREAS, a budget adjustment is needed to recognize grant 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 hereby authorized to enter into a grant agreement with the Walton Family Foundation, in the amount of two million three hundred forty-nine thousand nine hundred eighty-four dollars (\$2,349,984.00) for the Bentonville High School connector trail;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #105030-33810 Local Grants;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #105030-47390 Improvements Other than Buildings/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:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution authorizing an Agreement with Crafton Tull for School Trail Construction Administration
Action Recommendation & Justification:	Authorization for the Mayor and City Clerk to enter into an agreement with Crafton Tull, in the amount of \$81,150.00, for construction observation and administration services for the Bentonville High School Connector Trail project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	SOQ: Bentonville High School Trail Construction Administration. This firm was selected following the City's Purchasing Policy for professional services. Crafton Tull will provide construction observation and administration services as needed by the City of Bentonville Parks and Recreation department. The previously approved Walton Family Foundation grant funds this agreement.
Amount for Approval:	\$ 81,150.00

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):

Funding will be provided via a Walton Family Foundation grant in the amount of \$2,349,984.00.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo



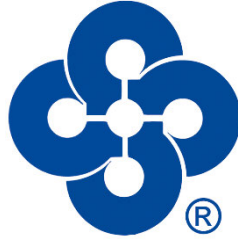
To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik II, Parks and Recreation
Date: June 10, 2024
Re: City Council Resolution authorizing the Mayor to enter into an agreement with Crafton Tull for construction administration services in the amount of \$81,150 for the BHS Connector Trail improvements.

Crafton Tull will provide construction observation and administration services, as needed by the City of Bentonville for the Bentonville High School Connector Trail project. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:
Crafton Tull Proposal
Request Form

CITY OF BENTONVILLE PURCHASING OFFICE				
2024 Annual SOQ Evaluation Results				
Project: 2024 Bentonville High School Trail Construction Administration				
SELECTION COMMITTEE MEMBERS	FIRMS SELECTED FOR EVALUATION			
	Ecological Design Group	CEI Engineering Associates	Crafton Tull	
Committee Member 1	36	37	39	
Committee Member 2	32	33	38	
Committee Member 3	30	32	33	
TOTAL (auto calc)	98	102	110	
SCORE SUMMARY		TOP 3 RATED FIRMS		
Ecological Design Group	98	1)	Crafton Tull	
CEI Engineering Associates	102	2)	CEI Engineering Associates	
Crafton Tull	110	3)	Ecological Design Group	
		Results Tabulated On: 5/8/2024		
		Evaluation Committee Meeting: Not held for tabulation; will be conducted if necessary.		
		Notes:		
purchasing@bentonvillear.com - (479) 271-3115 - www.bentonvillear.com				



SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between City of Bentonville (Owner) and **Crafton, Tull & Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as Bentonville High School Trail Construction (Project). Engineer's services under this Agreement (Services) are described in the attached **Exhibit(s) A**.

Address of Project: SE C Street, SE 18th Street, SE J Street, Bentonville, AR

Owner and Engineer further agree as follows:

1.01 Services of Engineer

- A. Engineer shall provide or furnish the Services set forth in this Agreement, and any Additional Services authorized by Owner and consented to by Engineer.

2.01 Owner's Responsibilities

- A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.
 - 1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.
- B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

3.01 Schedule for Rendering Services

- A. Engineer shall complete its Services within a reasonable period of time. If, through no fault of Engineer, the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services shall be adjusted equitably.

4.01 Invoices and Payments

- A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable upon receipt.
- B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be subject to interest at the rate of 8% per annum (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2; (4) the Owner understands the Engineer is entitled to a lien against the property if not paid in full for Services provided to improve the property and that this lien can be enforced by the sale of the property if necessary, in accordance with the laws of the state in which the property is located.
- D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses as indicated in Paragraph 4.01.E and 4.01.F.
- E. Basis of Payment
 - 1. Hourly Rates. Owner shall pay Engineer for Services as shown in Exhibit A as follows:
 - a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.
 - b. Reimbursable expenses shall be invoiced at cost times a 1.15 multiplier. Compensation for reimbursable expenses is estimated to be \$ 1,800.
 - c. Engineer's Standard Hourly Rates are attached as **Exhibit B**.
 - d. The Engineer may subcontract with other consultants to complete the services on the Project. The cost for such subconsultants shall be invoiced over and above the Engineer's hourly fees at cost times a 1.15 multiplier. The Owner shall have the opportunity to approve the use of such subconsultants prior the Engineer engaging their services.

- e. The total compensation for Services and reimbursement of expenses is estimated to be \$ 81,150.
 - f. A retainer in the amount of \$ 0 for the Engineer to begin work on this project. The amount of the retainer is included in the total estimate of compensation and will be applied to the final invoice.
- F. Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Engineer's standard hourly rates are attached as **Exhibit B**.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. If the Agreement is terminated for non-payment all remaining unpaid balances shall bear interest at the maximum rate of interest permitted under State law. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in

such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer agree to transmit and accept Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either through mail, email or through other agreed upon electronic means.
- H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. In the event of a negligent error or omission in the Engineer's designs, plans, Specifications, or other services ("the defect"), the Engineer's sole responsibility and liability for the defect shall not exceed the Engineer's services to re-perform or redesign the plans, specifications, services or other deliverables related to the defect, plus the reasonable direct damages caused by the defect. The Engineer shall not be liable for and damages shall not include the cost of any addition, betterment, or improvement to the Work, nor for any item that otherwise would have been required to complete the Work, nor the cost and expense that would have been incurred by the Owner had such defect not occurred.
- J. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of

the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- K. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- L. This Agreement is to be governed by the laws of the state in which the Project is located.
- M. Engineer's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

- A. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

- A. Successors and Assigns
 - 1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - 2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

9.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments: **Exhibit(s) A, Scope of Services**
Exhibit B, Standard Hourly Rate Schedule

This Agreement's Effective Date is _____.

Owner: CITY OF BENTONVILLE, ARKANSAS

Engineer: CRAFTON, TULL & ASSOCIATES, INC.

By: _____
(authorized individual's signature)

By: _____
(authorized individual's signature)

Date: _____
(date signed)

Date: 4/16/2024
(date signed)

Name: Stephanie Orman
(typed or printed)

Name: Bill Burnett, PE
(typed or printed)

Title: Mayor
(typed or printed)

Title: Vice President
(typed or printed)

Address for giving notices:

Address for giving notices:

215 SW A Street

300 N College Ave. Suite 317

Bentonville, Arkansas 72712

Fayetteville, Arkansas 72701

Designated Representative:

Designated Representative:

Name: Jackie Bubenik
(typed or printed)

Name: Luke Jost, PE
(typed or printed)

Title: Bike & Pedestrian Planner
(typed or printed)

Title: Project Manager
(typed or printed)

Phone: 479-464-7275

Phone: 479-878-2423

Email: Jbubenik@bentonvillear.com

Email: Luke.Jost@craftontull.com

Exhibit “A” Scope of Basic Services For:

Project:	Construction Phase – BHS Trail
Client:	City of Bentonville
Location of Project:	Bentonville, Arkansas
Discipline:	Civil Engineering
Discipline Manager:	Luke Jost, P.E.
Project Manager:	Luke Jost, P.E.
Proposal Date:	April 12, 2024
Billing Type:	Hourly Not-to-Exceed plus Reimbursable Expenses (Estimated \$1800)
Fee/Estimate:	Construction Admin & Observation: \$79,350
Description of the Project:	Construction Administration and Observation for the construction of the Bentonville High School Trail (IFB-24-30). Project fee is based on 210 days to substantial completion & 240 days to final completion.

Basic services to be provided by the engineer:

Construction Administration:

- Prepare and Lead the Pre-Construction Meeting
- Construction observation by CTA inspector
- Assist the City to resolve construction issues
- Engineer site visits as required or requested.
- Process Pay Applications
- Preparation & Processing of Change Orders
- Final Walk Through
- As-built survey & Record Drawings (including no-rise requirements)
- Project Close-out

Additional Items that can be provided by CTA under amendment or separate contract:

- CA/CO services beyond the construction contract time
- Testing



Exhibit "B"

Standard Hourly Rate Schedule Effective January 1, 2024

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 250
SR. ENGINEERING MANAGER	\$ 225
ENGINEERING MANAGER	\$ 190
SR. PROJECT ENGINEER	\$ 165
PROJECT ENGINEER	\$ 145
ENGINEER INTERN III	\$ 135
ENGINEER INTERN II	\$ 125
ENGINEER INTERN I	\$ 115
SR. ENGINEERING DESIGNER	\$ 165
ENGINEERING DESIGNER III	\$ 130
ENGINEERING DESIGNER II	\$ 110
ENGINEERING DESIGNER I	\$ 100
ENGINEERING CAD TECHNICIAN III	\$ 90
ENGINEERING CAD TECHNICIAN II	\$ 80
ENGINEERING CAD TECHNICIAN I	\$ 70
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	\$ 200
SR. ENVIRONMENTAL SCIENTIST	\$ 150
PROJECT ENVIRONMENTAL SCIENTIST	\$ 120
ENVIRONMENTAL SCIENTIST II	\$ 100
ENVIRONMENTAL SCIENTIST I	\$ 80
INSPECTION	
SR. INSPECTOR	\$ 115
INSPECTOR II	\$ 100
INSPECTOR I	\$ 80
LANDSCAPE ARCHITECTURE	
LANDSCAPE ARCHITECTURE MANAGER	\$ 170
SR. LANDSCAPE ARCHITECT	\$ 150
PROJECT LANDSCAPE ARCHITECT	\$ 130
LANDSCAPE ARCHITECT INTERN II	\$ 110
LANDSCAPE ARCHITECT INTERN I	\$ 90
LANDSCAPE ARCHITECTURE DESIGNER	\$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 220
ADMINISTRATIVE MANAGER	\$ 165
ADMINISTRATIVE IV	\$ 105
ADMINISTRATIVE III	\$ 85
ADMINISTRATIVE II	\$ 65
ADMINISTRATIVE I	\$ 50

Category	Hourly Rate
PLANNING	
PLANNING MANAGER	\$ 210
SR. PLANNER	\$ 190
PROJECT PLANNER	\$ 130
PLANNER II	\$ 110
PLANNER I	\$ 95
SURVEYING	
SURVEYING PRINCIPAL	\$ 230
SR. SURVEYING MANAGER	\$ 195
SURVEYING MANAGER	\$ 175
SR. PROJECT SURVEYOR	\$ 155
PROJECT SURVEYOR	\$ 140
SURVEYOR INTERN II	\$ 125
SURVEYOR INTERN I	\$ 110
SURVEY COORDINATOR	\$ 115
CREW CHIEF II	\$ 105
CREW CHIEF I	\$ 95
FIELD SURVEYOR III	\$ 85
FIELD SURVEYOR II	\$ 75
FIELD SURVEYOR I	\$ 65
SURVEY CAD TECHNICIAN III	\$ 105
SURVEY CAD TECHNICIAN II	\$ 80
SURVEY CAD TECHNICIAN I	\$ 70
UAV SERVICES	
UAV TEAM LEAD	\$ 120
UAV PILOT	\$ 80
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	\$ 175
GIS MANAGER	\$ 130
GIS ANALYST	\$ 105
GIS TECHNICIAN II	\$ 80
GIS TECHNICIAN I	\$ 55
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.67/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	

BHS Trail - Construction
Bentonville, AR

April 12, 2024

Description	Surv. Chief	Surv. Tech.	Land Surv.	Engr. Tech.	Design Engr.	Proj. Engr.	Suprv. Engr.	Prncpl. Engr.	Constr. Insp.	Cler.	Estimated Labor Cost
	\$105	\$80	\$175	\$80	\$130	\$145	\$190	\$250	\$115	\$105	
CONSTRUCTION											
Preconstruction Meeting					4		2		2		\$1,130.00
Construction Observation									300		\$34,500.00
Assist City to Resolve Construction Issues					24		24				\$7,680.00
Engineer Site Visits					32		32				\$10,240.00
Process Pay Applications							24		24	24	\$5,280.00
Process Change Orders					24		20			8	\$7,760.00
Final Walk Through					8		8		12		\$3,940.00
Project Close-Out	8	4			24		12		16	4	\$8,820.00
TOTAL HOURS	8	4	0	0	116	0	122	0	354	36	\$79,350.00

EXPENSES											
Mileage (\$0.67/mile)							\$300		\$1,500		\$1,800
Lodging (\$150/night)											
Meals (\$80/day)											
Printing/Misc.											
TOTAL COST	\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$1,500	\$0	\$1,800

* Actual property acquisition based on the R/W & easement documents prepared is not included but can be added for additional fee.
** Geotechnical Engineering sub is not included but can be added for additional fee.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CRAFTON TULL, IN THE AMOUNT OF EIGHTY-ONE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$81,150.00), FOR CONSTRUCTION AND ADMINISTRATION SERVICES FOR THE BENTONVILLE HIGH SCHOOL CONNECTOR TRAIL PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville previously approved a grant agreement with the Walton Family Foundation for the construction and administration services of the Bentonville High School connector trail;

WHEREAS, the City of Bentonville requests to enter into an agreement with Crafton Tull for construction and administration services of the Bentonville High School connector trail project;

WHEREAS, Crafton Tull was selected in compliance with the City's Purchasing Policy for professional services; and

WHEREAS, this will be funded by grant 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 hereby authorized to enter into an agreement, in the amount of eighty-one thousand one hundred fifty dollars (\$81,150.00), with Crafton Tull for the construction and administration services of the Bentonville High School connector trail project;

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:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/10/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-30 to 81 Construction for the Bentonville High School Trail Project
Action Recommendation & Justification:	Approving Bid Award IFB-24-30 to 81 Construction, in the amount of \$2,277,889.00, for the construction of the BHS Connector Trail project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This amount includes a 10% construction contingency. 81 Construction is the lowest responsive bidder on the project. Funding will be provided via a previously approved Walton Family Foundation grant and an additional \$9,055.00 reallocated from the existing Parks capital budget.
Amount for Approval:	\$ 2,277,889.00

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):

Approved Walton Family Foundation Grant for \$2,349,984.00.

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 II, Parks and Recreation
Date: June 10, 2024
Re: City Council Resolution accepting bid IFB-24-30 from 81 Construction to construct a trail section that connects SE 14th St. to Bentonville High School in the amount of \$2,277,889.00. This amount includes a 10% construction contingency.

81 Construction was the low bid for this project. Proposed construction consists of approximately 9,180 linear feet of 10-foot wide sidepath along portions of SE C Street, SE 18th Street, SE J Street and across the Bentonville Highschool Campus. The project connects the Razorback Greenway with Bentonville High School, Ruth Barker Elementary School, Mary Mae Jones Elementary School, the Bentonville Tigers Athletic Complex, and surrounding neighborhoods. Pedestrian upgrades will also be made to the signals at SE 18th Street & SE J Street as well as SE 14th Street and SE C Street. Upgrades include signal improvements, bridge deck improvements and installation of a RRFB push-button assembly. This project is critical in safely connecting surrounding neighborhoods to Mary Mae Jones elementary school, Ruth Barker middle school and Bentonville high schools. An additional benefit will be to reduce vehicular trips to schools by parents thus contributing to the safety of residents.

This project is paid for primarily from a grant from the Walton Family Foundation. The grant award does not cover \$9,055.00 of the total project costs. However, Parks and Recreation has funds remaining from prior trail projects budget to pay for this small portion of the construction costs.

Funds from WFF Grant:	2,268,834
Funds from City Budget:	9,055
Total Construction Costs:	2,277,889

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:
Location Map
Request Form
Bid Recommendation Letter



May 1, 2024

Kelsi Frederick
Purchasing Manager – City of Bentonville
1000 SW 14th Street
Bentonville, Arkansas

RE: Bid Recommendation: IFB-24-30 – Bentonville High School Trail

Ms. Frederick –

The City of Bentonville received bids for the Bentonville High School Trail. Six valid bids were received as follows:

- 81 Construction.: \$2,277,889.00
- Benchmark Construction: \$2,347,264.46
- Emery Sapp & Sons: \$2,397,043.00
- Milestone Construction: \$2,452,610.89
- Crossland Heavy Contractors: \$2,759,998.60
- Diamond C Construction: \$2,829,500.00

A detailed Bid Tabulation summary is attached for review. Crafton Tull has reviewed the bids and found them to be complete. A seventh bid from Tri-Star Construction was submitted on the wrong bid form and was not considered. 81 Construction Group was the low bidder with a bid of \$2,277,889.00. Further, the bid provided by 81 Construction Group's bid falls within required limits of the engineer's estimated construction cost of \$2,369,283. Crafton Tull recommends the City of Bentonville accept the bid of 81 Construction Group.

Should the City have any questions, please contact the undersigned.

Respectfully,


Luke Jost, PE
Project Manager

Attachments:
Bid Tabulation
Engineer's Estimate

901 North 47th St., Suite 400, Rogers, AR 72756
 479.636.4838

Final Cost Estimate

Bentonville High School Trail

Bentonville, AR

	Quantity	Unit	Unit Cost	Total
Roadway Construction Control	1	L.S.	\$25,000	\$25,000
Maintenance of Traffic	1	L.S.	\$50,000	\$50,000
Trench and Excavation Safety Systems	1	L.S.	\$5,000	\$5,000
Clearing and Grubbing	3.5	ACRE	\$25,000	\$87,500
Undercut and Backfill	1,500	C.Y.	\$35.00	\$52,500
Geogrid Subgrade Section	300	S.Y.	\$20.00	\$6,000
Rock Excavation	100	C.Y.	\$100.00	\$10,000
Unclassified Excavation (Plan Quantity)	2,550	C.Y.	\$30.00	\$76,500
Embankment Construction (Plan Quantity)	630	C.Y.	\$15.00	\$9,450
Subgrade Preparation (Plan Quantity)	11,302	S.Y.	\$3.00	\$33,906
4" Topsoil Placement	8,440	S.Y.	\$7.50	\$63,300
Curb Backfill and Grading	4	STA.	\$1,000	\$4,000
24" RCP (Under Pavement)	14	L.F.	\$150	\$2,100
24" FES	1	EA.	\$1,500	\$1,500
22"x13" RCHEAP (Outside Pavement)	10	L.F.	\$160	\$1,600
22"x13" Headwall	1	EACH	\$6,500	\$6,500
Sidewalk Underdrain	724	S.F.	\$150	\$108,600
Aggregate Base Course	2,541	TON	\$40.00	\$101,640
Standard Concrete Curb and Gutter	230	L.F.	\$50.00	\$11,500
Modified Concrete Curb and Gutter	382	L.F.	\$50.00	\$19,100
4" Concrete Sidewalk	470	S.Y.	\$65.00	\$30,550
6" Concrete Sidewalk	8,297	S.Y.	\$80.00	\$663,760
Handicap Ramp Concrete	413	S.Y.	\$80.00	\$33,040
Remove & Replace Driveway	1,027	S.Y.	\$100.00	\$102,700
Sod	8,440	S.Y.	\$6.00	\$50,640
4" Striping (Reflective Paint)	2,992	L.F.	\$3.50	\$10,472
2' Crosswalks Bars (Thermoplastic)	1,535	L.F.	\$25	\$38,375
1' Crosswalks/Stop Bars (Thermoplastic)	690	L.F.	\$15	\$10,350
Pavement Symbols/Words (Thermoplastic)	5	EACH	\$450	\$2,250
Yield Triangles (Thermoplastic)	25	EACH	\$100	\$2,500
Street Sign Installation	13	EACH	\$500	\$6,500
Remove/Reset Sign	15	EACH	\$350	\$5,250
Erosion Control	1	L.S.	\$20,000	\$20,000
Traffic Control	1	L.S.	\$10,000	\$10,000
Mobilization	1	L.S.	\$125,000	\$125,000
Remove & Replace Exist. Fence	390	L.F.	\$40	\$15,600
2x8' Chain Link Gate	1	EACH	\$2,500	\$2,500
Cast-in-Place Tactile Panel	820	S.F.	\$50	\$41,000
Remove & Reset Exist. Gate	8	EACH	\$3,000	\$24,000
Shed Relocation	1	L.S.	\$5,000	\$5,000
Water Valve Box Adjustment	20	EA.	\$500	\$10,000
Sanitary Sewer Manhole Adjustment	2	EACH	\$7,500	\$15,000
Traffic Signal Improvements	1	L.S.	\$100,000	\$100,000
RRFB Push-Button Assembly	1	EACH	\$35,000	\$35,000
Bridge Deck Improvements	1	L.S.	\$35,000	\$35,000
Bridge Safety Rail Extension	15	L.F.	\$250	\$3,750
Drilled Shaft (18" Dia.)	63	L.F.	\$750	\$47,250
Permanent Steel Casing (24" Dia.)	54	L.F.	\$150	\$8,100
Materials Testing	1	L.S.	\$15,000	\$15,000
Contingency Allowance (\$225,000)	1	L.S.	\$225,000	\$225,000
TOTAL				\$2,369,283

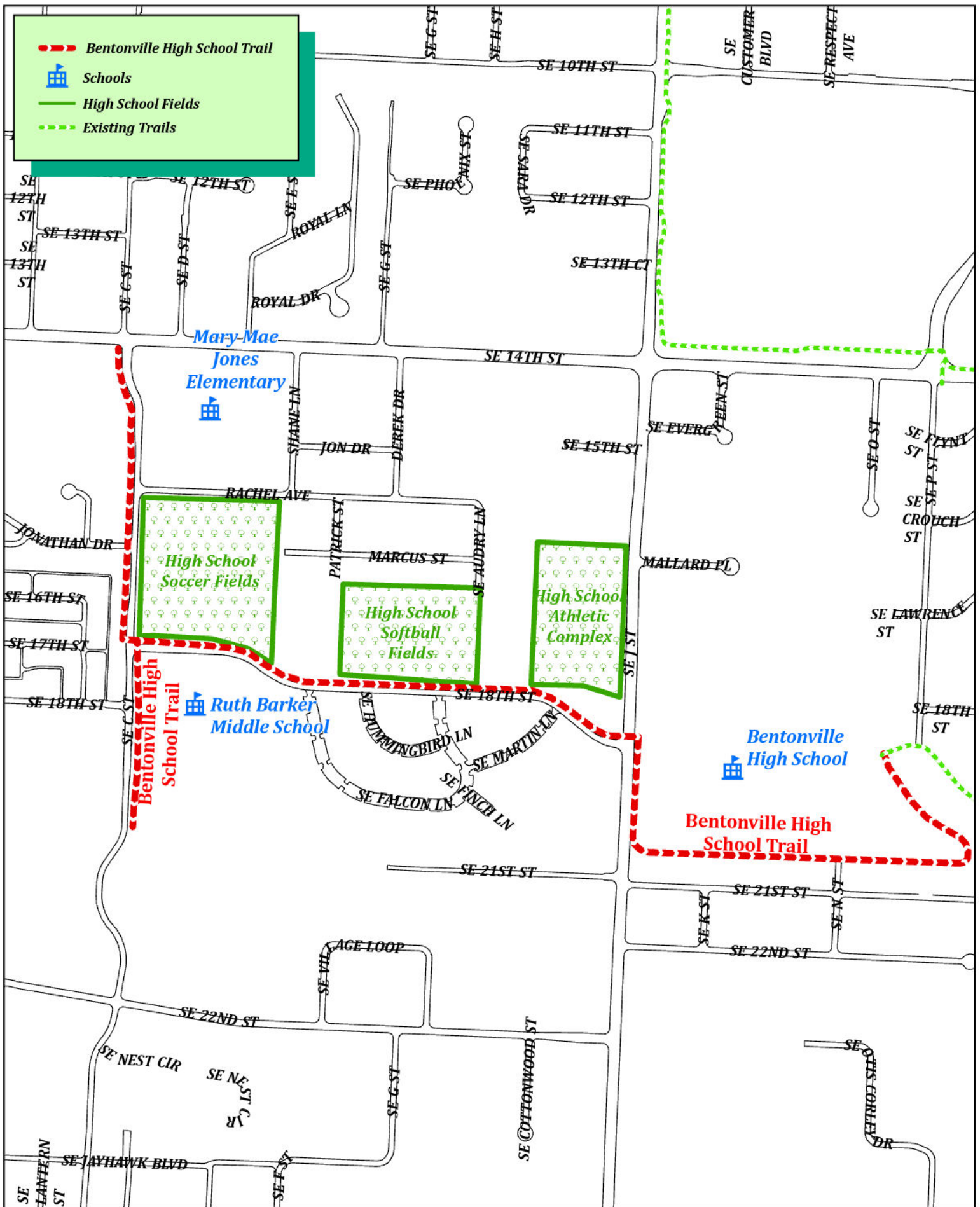
BID TABULATION

Bentonville High School Trail

City of Bentonville, Arkansas

Bids Received Thursday, April 25, 2024 at 1:00 PM

IFB-24-30 Bentonville High School Trail				Benchmark Construction		Milestone Construction		Crossland Heavy Contractors		Diamond C. Construction		81 Construction		Emery Sapp & Sons	
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	Unit Cost	Total Cost
1	Roadway Construction Control	1	LS	\$ 52,583.64	\$ 52,583.64	\$ 12,700.00	\$ 12,700.00	\$ 104,000.00	\$ 104,000.00	\$ 29,000.00	\$ 29,000.00	\$ 15,000.00	\$ 15,000.00	\$ 34,000.00	\$ 34,000.00
2	Maintenance of Traffic	1	LS	\$ 43,026.40	\$ 43,026.40	\$ 6,350.00	\$ 6,350.00	\$ 8,100.00	\$ 8,100.00	\$ 28,750.00	\$ 28,750.00	\$ 15,000.00	\$ 15,000.00	\$ 32,163.19	\$ 32,163.19
3	Trench and Excavation Safety Systems	1	LS	\$ 174.00	\$ 174.00	\$ 635.00	\$ 635.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00	\$ 6,000.00	\$ 100.00	\$ 100.00	\$ 21,211.00	\$ 21,211.00
4	Clearing and Grubbing	4	ACRE	\$ 50,514.29	\$ 176,800.02	\$ 26,234.58	\$ 91,821.03	\$ 38,000.00	\$ 133,000.00	\$ 26,105.00	\$ 91,367.50	\$ 18,000.00	\$ 63,000.00	\$ 6,790.71	\$ 23,767.49
5	Undercut and Backfill	1,500	CY	\$ 56.79	\$ 85,185.00	\$ 53.34	\$ 80,010.00	\$ 76.50	\$ 114,750.00	\$ 88.00	\$ 132,000.00	\$ 40.00	\$ 60,000.00	\$ 90.10	\$ 135,150.00
6	Geogrid Subgrade Section	300	SY	\$ 75.63	\$ 22,689.00	\$ 50.80	\$ 15,240.00	\$ 18.50	\$ 5,550.00	\$ 120.00	\$ 36,000.00	\$ 20.00	\$ 6,000.00	\$ 61.39	\$ 18,417.00
7	Rock Excavation	100	CY	\$ 50.00	\$ 5,000.00	\$ 50.80	\$ 5,080.00	\$ 166.00	\$ 16,600.00	\$ 300.00	\$ 30,000.00	\$ 300.00	\$ 30,000.00	\$ 243.02	\$ 24,302.00
8	Unclassified Excavation (Plan Quantity)	2,550	CY	\$ 25.03	\$ 63,826.50	\$ 34.29	\$ 87,439.50	\$ 30.00	\$ 76,500.00	\$ 107.20	\$ 273,360.00	\$ 24.00	\$ 61,200.00	\$ 42.70	\$ 108,885.00
9	Embankment Construction (Plan Quantity)	630	CY	\$ 43.29	\$ 27,272.70	\$ 156.21	\$ 98,412.30	\$ 60.00	\$ 37,800.00	\$ 35.00	\$ 22,050.00	\$ 28.00	\$ 17,640.00	\$ 44.10	\$ 27,783.00
10	Subgrade Preparation (Plan Quantity)	11,302	SY	\$ 2.90	\$ 32,775.80	\$ 2.22	\$ 25,090.44	\$ 2.50	\$ 28,255.00	\$ 6.00	\$ 67,812.00	\$ 5.00	\$ 56,510.00	\$ 2.55	\$ 28,820.10
11	4" Topsoil Placement	8,440	SY	\$ 6.01	\$ 50,724.40	\$ 6.58	\$ 55,535.20	\$ 5.60	\$ 47,264.00	\$ 7.00	\$ 59,080.00	\$ 5.00	\$ 42,200.00	\$ 4.90	\$ 41,356.00
12	Curb Backfill and Grading	4	STA	\$ 2,222.50	\$ 8,890.00	\$ 889.00	\$ 3,556.00	\$ 1,830.00	\$ 7,320.00	\$ 8,625.00	\$ 34,500.00	\$ 1,000.00	\$ 4,000.00	\$ 226.00	\$ 904.00
13	24" RCP (Under Pavement)	14	LF	\$ 168.57	\$ 2,359.98	\$ 158.75	\$ 2,222.50	\$ 200.00	\$ 2,800.00	\$ 185.00	\$ 2,590.00	\$ 350.00	\$ 4,900.00	\$ 138.00	\$ 1,932.00
14	24" FES	1	EA	\$ 1,280.00	\$ 1,280.00	\$ 2,286.00	\$ 2,286.00	\$ 1,900.00	\$ 1,900.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,060.00	\$ 1,060.00
15	22"x13" RCHEAP (Outside Pavement)	10	LF	\$ 108.00	\$ 1,080.00	\$ 444.50	\$ 4,445.00	\$ 215.00	\$ 2,150.00	\$ 287.50	\$ 2,875.00	\$ 200.00	\$ 2,000.00	\$ 336.00	\$ 3,360.00
16	22"x13" Headwall	1	EA	\$ 2,550.00	\$ 2,550.00	\$ 3,302.00	\$ 3,302.00	\$ 3,450.00	\$ 3,450.00	\$ 5,175.00	\$ 5,175.00	\$ 8,100.00	\$ 8,100.00	\$ 3,231.60	\$ 3,231.60
17	Sidewalk Underdrain	724	SF	\$ 25.59	\$ 18,527.16	\$ 31.75	\$ 22,987.00	\$ 55.00	\$ 39,820.00	\$ 63.00	\$ 45,612.00	\$ 75.00	\$ 54,300.00	\$ 43.45	\$ 31,457.80
18	Aggregate Base Course	2,541	TON	\$ 45.08	\$ 114,548.28	\$ 45.72	\$ 116,174.52	\$ 55.00	\$ 139,755.00	\$ 45.00	\$ 114,345.00	\$ 35.00	\$ 88,935.00	\$ 35.10	\$ 89,189.10
19	Standard Concrete Curb and Gutter	230	LF	\$ 44.70	\$ 10,281.00	\$ 31.75	\$ 7,302.50	\$ 29.00	\$ 6,670.00	\$ 32.50	\$ 7,475.00	\$ 30.00	\$ 6,900.00	\$ 32.20	\$ 7,406.00
20	Modified Concrete Curb and Gutter	382	LF	\$ 27.75	\$ 10,600.50	\$ 31.75	\$ 12,128.50	\$ 29.00	\$ 11,078.00	\$ 32.50	\$ 12,415.00	\$ 30.00	\$ 11,460.00	\$ 39.00	\$ 14,898.00
21	4" Concrete Sidewalk	470	SY	\$ 86.98	\$ 40,880.60	\$ 66.04	\$ 31,038.80	\$ 85.00	\$ 39,950.00	\$ 62.00	\$ 29,140.00	\$ 78.00	\$ 36,660.00	\$ 63.00	\$ 29,610.00
22	6" Concrete Sidewalk	8,297	SY	\$ 79.06	\$ 655,960.82	\$ 76.21	\$ 632,314.37	\$ 100.00	\$ 829,700.00	\$ 76.00	\$ 630,572.00	\$ 85.00	\$ 705,245.00	\$ 75.00	\$ 622,275.00
23	Handicap Ramp Concrete	413	SY	\$ 107.60	\$ 44,438.80	\$ 66.04	\$ 27,274.52	\$ 105.00	\$ 43,365.00	\$ 92.00	\$ 37,996.00	\$ 95.00	\$ 39,235.00	\$ 180.20	\$ 74,422.60
24	Remove & Replace Driveway	1,027	SY	\$ 112.01	\$ 115,034.27	\$ 114.30	\$ 117,386.10	\$ 140.00	\$ 143,780.00	\$ 142.00	\$ 145,834.00	\$ 120.00	\$ 123,240.00	\$ 102.00	\$ 104,754.00
25	Sod	8,440	SY	\$ 5.25	\$ 44,310.00	\$ 5.75	\$ 48,530.00	\$ 5.10	\$ 43,044.00	\$ 9.30	\$ 78,492.00	\$ 5.00	\$ 42,200.00	\$ 5.60	\$ 47,264.00
26	4" Striping (Reflective Paint)	2,992	LF	\$ 3.48	\$ 10,412.16	\$ 3.81	\$ 11,399.52	\$ 3.30	\$ 9,873.60	\$ 3.50	\$ 10,472.00	\$ 4.50	\$ 13,464.00	\$ 3.70	\$ 11,070.40
27	2' Crosswalks Bars (Thermoplastic)	1,535	LF	\$ 23.20	\$ 35,612.00	\$ 25.40	\$ 38,989.00	\$ 22.00	\$ 33,770.00	\$ 24.00	\$ 36,840.00	\$ 30.00	\$ 46,050.00	\$ 24.00	\$ 36,840.00
28	1' Crosswalks/Stop Bars (Thermoplastic)	690	LF	\$ 11.60	\$ 8,004.00	\$ 12.70	\$ 8,763.00	\$ 11.00	\$ 7,590.00	\$ 12.00	\$ 8,280.00	\$ 25.00	\$ 17,250.00	\$ 12.30	\$ 8,487.00
29	Pavement Symbols/Words (Thermoplastic)	5	EA	\$ 435.00	\$ 2,175.00	\$ 476.25	\$ 2,381.25	\$ 413.00	\$ 2,065.00	\$ 460.00	\$ 2,300.00	\$ 750.00	\$ 3,750.00	\$ 460.00	\$ 2,300.00
30	Yield Triangles (Thermoplastic)	25	EA	\$ 40.60	\$ 1,015.00	\$ 44.45	\$ 1,111.25	\$ 38.50	\$ 962.50	\$ 46.00	\$ 1,150.00	\$ 300.00	\$ 7,500.00	\$ 43.00	\$ 1,075.00
31	Street Sign Installation	13	EA	\$ 458.20	\$ 5,956.60	\$ 501.65	\$ 6,521.45	\$ 435.50	\$ 5,661.50	\$ 500.00	\$ 6,500.00	\$ 500.00	\$ 6,500.00	\$ 484.00	\$ 6,292.00
32	Remove/Reset Sign	15	EA	\$ 249.40	\$ 3,741.00	\$ 273.05	\$ 4,095.75	\$ 237.00	\$ 3,555.00	\$ 250.00	\$ 3,750.00	\$ 400.00	\$ 6,000.00	\$ 265.00	\$ 3,975.00
33	Erosion Control	1	LS	\$ 33,112.20	\$ 33,112.20	\$ 76,200.00	\$ 76,200.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 30,000.00	\$ 30,000.00	\$ 101,355.00	\$ 101,355.00
34	Traffic Control	1	LS	\$ 13,688.00	\$ 13,688.00	\$ 17,526.00	\$ 17,526.00	\$ 6,900.00	\$ 6,900.00	\$ 34,500.00	\$ 34,500.00	\$ 30,000.00	\$ 30,000.00	\$ 8,273.00	\$ 8,273.00
35	Mobilization	1	LS	\$ 95,075.20	\$ 95,075.20	\$ 86,677.50	\$ 86,677.50	\$ 130,000.00	\$ 130,000.00	\$ 88,000.00	\$ 88,000.00	\$ 100,000.00	\$ 100,000.00	\$ 93,000.72	\$ 93,000.72
36	Remove & Replace Exist. Fence	390	LF	\$ 42.92	\$ 16,738.80	\$ 62.87	\$ 24,519.30	\$ 42.00	\$ 16,380.00	\$ 61.93	\$ 24,152.70	\$ 50.00	\$ 19,500.00	\$ 61.00	\$ 23,790.00
37	2x8' Chain Link Gate	1	EA	\$ 1,740.00	\$ 1,740.00	\$ 1,206.50	\$ 1,206.50	\$ 1,720.00	\$ 1,720.00	\$ 2,875.00	\$ 2,875.00	\$ 2,500.00	\$ 2,500.00	\$ 1,163.00	\$ 1,163.00
38	Cast-in-Place Tactile Panel	820	SF	\$ 23.18	\$ 19,007.60	\$ 44.45	\$ 36,449.00	\$ 38.00	\$ 31,160.00	\$ 54.00	\$ 44,280.00	\$ 30.00	\$ 24,600.00	\$ 25.00	\$ 20,500.00
39	Remove & Reset Exist. Gate	8	EA	\$ 854.92	\$ 6,839.36	\$ 476.25	\$ 3,810.00	\$ 850.00	\$ 6,800.00	\$ 1,225.00	\$ 9,800.00	\$ 1,000.00	\$ 8,000.00	\$ 460.00	\$ 3,680.00
40	Shed Relocation	1	LS	\$ 1,609.50	\$ 1,609.50	\$ 2,222.50	\$ 2,222.50	\$ 2,540.00	\$ 2,540.00	\$ 6,325.00	\$ 6,325.00	\$ 1,000.00	\$ 1,000.00	\$ 6,152.00	\$ 6,152.00
41	Water Valve Box Adjustment	20	EA	\$ 343.36	\$ 6,867.20	\$ 971.90	\$ 19,438.00	\$ 820.00	\$ 16,400.00	\$ 520.00	\$ 10,400.00	\$ 350.00	\$ 7,000.00	\$ 270.00	\$ 5,400.00
42	Sanitary Sewer Manhole Adjustment	2	EA	\$ 4,227.62	\$ 8,455.24	\$ 11,153.78	\$ 22,307.56	\$ 5,020.00	\$ 10,040.00	\$ 6,325.00	\$ 12,650.00	\$ 6,800.00	\$ 13,600.00	\$ 8,686.00	\$ 17,372.00
43	Traffic Signal Improvements	1	LS	\$ 121,800.00	\$ 121,800.00	\$ 192,405.00	\$ 192,405.00	\$ 122,200.00	\$ 122,200.00	\$ 124,305.68	\$ 124,305.68	\$ 115,000.00	\$ 115,000.00	\$ 129,000.00	\$ 129,000.00
44	RRFB Push-Button Assembly	1	EA	\$ 27,840.00	\$ 27,840.00	\$ 55,742.39	\$ 55,742.39	\$ 47,000.00	\$ 47,000.00	\$ 51,836.12	\$ 51,836.12	\$ 40,000.00	\$ 40,000.00	\$ 50,200.00	\$ 50,200.00
45	Bridge Deck Improvements	1	LS	\$ 3,800.80	\$ 3,800.80	\$ 2,540.00	\$ 2,540.00	\$ 7,100.00	\$ 7,100.00	\$ 25,000.00	\$ 25,000.00	\$ 3,000.00	\$ 3,000.00	\$ 21,456.00	\$ 21,456.00
46	Bridge Safety Rail Extension	15	LF	\$ 304.69	\$ 4,570.35	\$ 211.67	\$ 3,175.05	\$ 135.00	\$ 2,025.00	\$ 270.00	\$ 4,050.00	\$ 120.00	\$ 1,800.00	\$ 245.00	\$ 3,675.00
47	Drilled Shaft (18" Dia.)	63	LF	\$ 25.00	\$ 1,575.00	\$ 349.25	\$ 22,002.75	\$ 905.00	\$ 57,015.00	\$ 725.00	\$ 45,675.00	\$ 450.00	\$ 28,350.00	\$ 710.00	\$ 44,730.00
48	Permanent Steel Casing (24" Dia.)	54	LF	\$ 264.27	\$ 14,270.58	\$ 143.46	\$ 7,746.84	\$ 160.00	\$ 8,640.00	\$ 767.00	\$ 41,418.00	\$ 300.00	\$ 16,200.00	\$ 197.00	\$ 10,638.00
49	Materials Testing	1	LS	\$ 47,560.00	\$ 47,560.00	\$ 71,120.00	\$ 71,120.00	\$ 57,500.00	\$ 57,500.00	\$ 46,000.00	\$ 46,000.00	\$ 15,000.00	\$ 15,000.00	\$ 34,000.00	\$ 34,000.00
50	Contingency Allowance (\$225,000)	1	LS	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00	\$ 225,000.00
TOTAL BID PRICE					\$ 2,347,264.46		\$2,452,610.89		\$2,759,998.60		\$2,829,500.00		\$2,727,889.00		\$2,397,043.00
						*Total Bid Price corrected during Bid Evaluation				*Total Bid Price corrected during Bid Evaluation		*Line 23 Extended Price and Total Bid Price corrected during Bid Evaluation			
*Tri Star Contractors Bid Submission was rejected during Bid Evaluation due to submitting the Original Bid Form instead of the Amended Bid Form that was issued in Addendum Number 1.															
purchasing@bentonvillear.com - (479) 271-3115															



Bentonville High School Trail

RESOLUTION NO. _____

A RESOLUTION AWARDING BID IFB-24-30; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH 81 CONSTRUCTION GROUP, INC., IN THE AMOUNT OF TWO MILLION TWO HUNDRED SEVENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS (\$2,277,889.00) INCLUDING A TEN PERCENT (10%) CONSTRUCTION CONTINGENCY, FOR CONSTRUCTION OF THE BENTONVILLE HIGH SCHOOL CONNECTOR TRAIL PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, 81 Construction Group, Inc. is the lowest qualified bidder for bid IFB-24-30;

WHEREAS, this agreement is for the construction of the Bentonville High School Trail Connector Project; and

WHEREAS, grant monies and reallocated existing Parks capital budget funds, will be used to fund this agreement.

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 81 Construction Group, LLC., in the amount of two million two hundred seventy-seven thousand eight hundred eighty-nine dollars (\$2,277,889.00) including a ten percent (10%) construction contingency, for the construction of the Bentonville High School Trail Connector Project;

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

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

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Wade Tomlinson
Phone:	479 271 3392	For Department(s):	Bentonville Parks and Recreation Dept
Email:	WTomlinson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution for the Purchase and Installation of Playground Equipment at Gilmore Park
Action Recommendation & Justification:	Authorizing the purchase and installation of playground equipment at Gilmore Park, by Landscape Structures, Inc., in an amount not to exceed \$255,595.40. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This project is funded via budgeted funds and a received donation. All funds are currently in the 2024 budget. Landscape Structures, Inc. was selected using State Contract # 4600053456 through NASPO #PO-10700-00015855. This is in accordance with the City's Purchasing Policy. Final pricing includes applicable taxes.
Amount for Approval:	\$ 255,595.40

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

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Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Wade Tomlinson, Parks Planner
Date: June 25, 2024
Re: City Council approval of the purchase and installation of playground equipment for Gilmore Park.

In the spring of 2010, a ribbon was cut on the new neighborhood park called Gilmore Park. Before its development there were no parks in the neighborhood that could satisfy the recreational needs of citizens within walking distance of that the new park. Since 2010 not only has the open space and playground been heavily used but the neighborhood around the park has improved and there is a great deal of public interest in the park.

During 2023, Parks and Recreation Staff hosted public meetings and asked the public about how they were utilizing the park space. We created a new “master plan” for the space that included expanding the area, adding amenities to the play structure, more shading and more. At one time, we even considered a pickleball court. However, we moved away from this because of the noise created in this type of space.

In November of 2023 City Council accepted a grant from Steuart and Kelly Walton for the purpose to fund many of these improvements at Gilmore Park. Playground upgrades, safety improvements and other improvements can be funded by this contribution. Since items are being added, not completely replaced, we are attempting to stay with the original manufacturer and color scheme of the existing structure.

Since the notice of the grant award, parks staff has been working to evaluate the park condition, and to plan and implement certain improvements. This purchase will provide these enhancements.

- Removal of the worn existing rubber tile play surface and the installation of new seamless synthetic turf under the existing equipment.
- New play features such as spinners, see saws and spring toys.
- A bench shade canopy.

- Climbing boulder relocation with new play surface.
- Playground area fencing.

Once approved, Park and Recreation will begin the process of scheduling installation. We hope this work could be completed this summer.

If you have questions concerning this item, please email me at wtomlinson@bentonvillear.com or call (479) 271-3392.



ALL PURCHASE ORDERS, CONTRACTS, AND
CHECKS TO BE MADE OUT TO:
LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.
763-972-3391 800-328-0035
Fax: 763-972-3185

Quote

DATE June 20, 2024



CONTACT: David Wright
ORGANIZATION: Bentonville Parks Director
EMAIL: dwright@bentonvillear.com
PHONE:
FAX:

SHIP TO: 503 SW D St, Bentonville, AR 72712

BILL TO: Invoice will be emailed to email address above
unless another email address or mailing address is provided

Destination Bentonville, AR 72712

PO / net 30

TERMS (Subject To Credit Approval By ACS)

Schedule TBD

Equipment Pricing Good for 30 days
All Other Pricing Good for 30 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
Project Name: Gilmore Park Improvements Design A						
New Play Equipment						
1	295695	Revi Spinner Direct Bury		6,280.28		\$ 6,280.28
1	148637	SeeSaw 4 Seats		4,337.12		\$ 4,337.12
1	135534	Whimsy Rider Zebra		1,678.89		\$ 1,678.89
1	164075	Double Bobble Spring Rider		2,611.60		\$ 2,611.60
New Shade						
1	CP030252	Cantilever 1 Column 1 HPDE Top / 20x20x12 Shade Color To Match Play Equipment or TBD		15,890.70		\$ 15,890.70
Play Surfacing						
1	Demo	Removal of Tile, Sidewalk and Excavation For New Play Equipment		25,631.76		\$ 26,066.88
1	Turf	Installation of New Turf System Including: Inspection of Existing Concrete Sub Base Installation of Poly Play Pad According to ASTM Standards Turf and Infill Installation		56,537.04		\$ 60,590.88
1		New Add Ribbon Curb		3,277.12		\$ 3,277.12
Boulder Relocate						
1	Demo	Removal of Boulder @ 4000 lbs.		2,800.00		\$ 2,800.00
1	Install	Installation of Boulder		8,834.00		\$ 8,834.00
1	Border	Border for Boulder		1,505.28		\$ 1,505.28
1	Surfacing	Engineered Wood Fiber for Boulder Play Surfacing		1,982.85		\$ 1,982.85
Fencing						
1	Fencing	Provide and Install 341' of 4' Montage Plus 3 Rail Majestic 3-Walk gates and 1-Double Gate 6' Swing		44,688.00		\$ 44,688.00
Site Restoration						
1	Site work	Top Soil, Fine Grade, and Sod Install		10,060.20		\$ 10,060.20
Landscape Structures Inc.PA #4600053456 NASPO VALUEPOINT CONTRACT # PO-10700-00015855						
Exclusions Unless Agreed Upon						
Permits, Inspections, Drainage & Temp Fencing						

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE
ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.

ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER

MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER

OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS
MAY BE CHARGED BACK TO THE CUSTOMER.

ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

ACCEPTED BY CUSTOMER

DATE

PRINT NAME

Rob Green | 479-305-5050 | rob@acsplay.com

6/20/2024

PROPOSED BY ACS REPRESENTATIVE

DATE

Total Weight

SUBTOTAL MATERIAL \$190,603.80

INSTALLATION \$ 40,642.74

FREIGHT \$ 5,700.00

Sales Tax Rate	Taxable
9.500%	\$ 18,648.86

TOTAL \$255,595.40

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

Master Agreement
Contract Number: PO-10700-00015855

Landscape Structures Inc
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

1. SCOPE:

This participating addendum (PA) covers the NASPO ValuePoint contract for Parks and Recreation Equipment and Installation administered by the Lead Entity for use by State agencies and other entities located in the State of Arkansas as authorized by that State's statutes to utilize cooperative contracts.

Items under an Arkansas State Mandatory contract **shall not** be purchased by State agencies through this cooperative contract.

2. PARTICIPATION:

All eligible purchasers within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products under the terms and conditions of this participating addendum.

3. INDIVIDUAL CUSTOMER:

Each state agency and political subdivision, as a Participating Entity, that purchase products/services **shall** be treated as if they are Individual Customers. Except to the extent modified by the State of Arkansas Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the State has in the Master Agreement and this Participating Addendum. Each agency and political subdivision **shall** be responsible for their own charges, fees, and liabilities. Each agency and political subdivision **shall** have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.

4. ORDER OF PRECEDENCE:

- A. Arkansas's Participating Addendum (PA); Arkansas's Participating Addendum **shall not** diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of the Lead State's Master Agreement.
- B. Lead State's Master Agreement (includes negotiated Terms & Conditions)
- C. The Solicitation including all Addendums; and
- D. Contractor's response to the solicitation.

These documents **shall** be read to be consistent and complementary. Any conflict among these documents **shall** be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and **must** be in writing and attached to the Master Agreement as an Exhibit or Attachment. Notwithstanding the foregoing, ordering documents (purchase orders) may contain transaction-specific terms and each ordering document that is accepted by the Contractor **shall** become a part of this Agreement as to the products and services listed on the ordering document only. No other terms and conditions **shall** apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or references on the Contractor's website, in the Contractor's quotation/sales order or

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

Master Agreement
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Landscape Structures Inc
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

in similar documents subsequently provided by the Contractor (unless such terms are referenced in the Master Agreement).

5. PAYMENTS AND INVOICE PROVISIONS:

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The Participating State may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the Contractor has successfully satisfied the ordering agency as to the goods and/or services purchased, rented or leased. Contractors should invoice the ordering agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Payments will be submitted to the Contractor at the address shown on the invoice. Payment should be tendered to the Contractor within thirty (30) days of the date of invoice. After the sixtieth (60th) day from the date of the invoice, unless mutually agreed to, interest may be paid on the unpaid balance due to the Contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The Purchasing Entity will make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's Purchasing Card ("P-Card"). The State **shall** have the right to dispute billed goods or services and withhold payment for those goods or services that are in dispute. Interest **shall not** be charged on disputed amounts while in dispute.

Contractor **shall** ensure that all invoices are sent directly to the State agency or local public procurement unit that purchased products from them.

All invoices should be forwarded to:

Agency Name
Attention: Accounts Payable
Address
City, Arkansas Zip Code

6. PURCHASE ORDER INSTRUCTIONS:

All Participating Entities issuing valid purchase orders within the jurisdiction of this Participating Addendum should include the following:

- A. NASPO ValuePoint Master Agreement number PO-10700-00015855
- B. State contract number 4600053456
- C. Agency Name, Address, Contact, and Phone-Number
- D. Applicable approvals
- E. Orders **shall** be made out to the Contractor or Reseller

The Purchasing Entities **shall not** be required, by the Contractor or its subcontractors, to sign any additional terms and conditions when utilizing this Agreement.

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

Master Agreement
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Landscape Structures Inc
(hereinafter "Contractor")

and

State of Arkansas
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The parties acknowledge and agree that orders submitted to the Contractor from a Participating Entity through the Participating Entity's business P-Card are authorized purchase orders under the NASPO ValuePoint Master Agreement PO-10700-00015855.

7. CONVENIENCE FEE:

A. Convenience Fee

Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to the State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this Participating Addendum. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts **shall not** have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

B. Quarterly Reporting and Fee Remittance

Contractor **shall** submit a Sales Report documenting all contract sales, made to the State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report **shall** be submitted, and the related convenience fee **shall** be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report **must** contain the following information:

1. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter.
2. Purchasing entity.
3. Total of Convenience Fee amount due.
4. Such other information as the State may reasonably request.
5. If no Sales were made to State during the reporting quarter, then a report **shall** be submitted showing zero sales and zero convenience fees due.

C. Payment of Convenience Fee

The Contractor **shall** timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

State of Oregon
(hereinafter "Lead Entity")

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D. Retention and Inspection of Records

The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.

8. RECORD RETENTION:

Financial and accounting records relevant to State of Arkansas transactions under this Addendum **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment under this Addendum or extension thereof, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section.

9. GOVERNING LAW:

The laws of the State of Arkansas **shall** govern this agreement. Nothing under this agreement or the Master Agreement **shall** be deemed or construed as a waiver of the State's right to sovereign immunity.

10. VENUE AND JURISDICTION:

Venue for any claim, dispute, or action concerning an order placed against the contract **shall** be Pulaski County, Arkansas. Any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

11. TAXES:

Personal Property tax will not be charged to Arkansas state agencies.

12. TRAVEL EXPENSES:

Expenses for travel **shall not** be reimbursed unless specifically permitted under the duties of the Contractor. All travel **must** be approved in advance by the State. Approved expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with Arkansas Travel Guidelines and Procedures.

13. CANCELLATION:

A. For Convenience. The State may cancel this Agreement for any reason by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

B. For Cause. The State may cancel this Agreement for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in

PARTICIPATING ADDENDUM

NASPO ValuePoint

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writing of the reasons why the State is considering cancelling the Agreement and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Agreement to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

- C. If upon cancellation the Contractor has provided services which the State has accepted, and there are no funds legally available to pay for the services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

14. INDEMNIFICATION:

The following indemnification clause replaces in its entirety the Indemnification Clause specified in the Master Agreement.

INDEMNIFICATION – The Contractor **shall** be fully liable for the actions of its agents and employees, partners, and subcontractors and **shall** fully indemnify, defend, and hold harmless the Purchasing Entity and the State, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including reasonable attorney's fees arising from or related to personal injury and damage to real or personal property, alleged to be caused in whole or in part by the Contractor, its agents, or employees, partners, and subcontractors. Language in this clause **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

15. CONFIDENTIAL INFORMATION:

Under Arkansas law, the release of public records is governed by The Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Statutes.

16. CONTINGENT FEE:

The Contractor guarantees that Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

17. DISCLOSURE:

Under Arkansas law, OSP is required to have a copy of EO 98-04 Disclosure Form on file for the Contractor. Contractor **shall** submit the disclosure form prior to entering into this Addendum. Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this PA. Any Contractor, whether an individual or entity, who

PARTICIPATING ADDENDUM

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(hereinafter "Contractor")

and

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(hereinafter "Participating State/Entity")

fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the State.

18. RESTRICTION OF BOYCOTT OF ISRAEL:

Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel. By signing this Participating Addendum, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

19. VENDOR REGISTRATION:

In order to receive payment, Contractor **must** register online at <https://www.ark.org/vendor/index.html>

20. FOR SERVICE CONTRACTS ONLY:

A. **Equal Opportunity Policy.** In compliance with Arkansas Code Annotated § 19-11-104, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a copy of the Contractor's *Equal Opportunity (EO) Policy* prior to entering into this Addendum. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov or Contractor may submit a hard copy with this Addendum. The submission of an *EO Policy* to OSP is a one-time requirement. Contractor is responsible for providing updates or changes to its policy, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute. If Contractor is not required by law to have an *EO Policy*, Contractor **must** submit a written statement to that effect.

B. **Prohibition of Employment of Illegal Immigrants.** Pursuant to Arkansas Code Annotated § 19-11-105, if a state agency is purchasing services, the Office of State Procurement (OSP) is required to have a certification on file from the Contractor stating that the Contractor does not employ or contract with illegal immigrants.

By signing this Participating Addendum, the Contractor agrees and certifies that they do not employ or contract with illegal immigrants and that they will not employ or contract with illegal immigrants during the aggregate term of the contract.

C. **Performance Standards** Under Arkansas law, all state agencies, boards, commissions, and institutions of higher education must include performance standards when purchasing services. Performance standards **shall** be mutually agreed upon by the parties hereto for any services purchased.

21. TERMS:

The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Arkansas law.

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

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(hereinafter "Contractor")

and

State of Arkansas
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22. PRIMARY CONTACTS:

The primary contacts for this participating addendum are as follows (or their named successors):

Lead Entity

Name:	NASPO ValuePoint – State of Oregon
Contact Person:	Kaliska King
Address:	1225 Ferry St SE Salem, OR 97301
Telephone:	503-798-1907
E-Mail:	kaliska.king@das.oregon.gov

Contractor

Company Name:	Landscape Structures Inc
Contact Person:	Elaine Harkess
Address:	601 7th Street South Delano, Minnesota 55328
Telephone:	(763) 972-5243
E-Mail:	elaineharkess@playlsi.com

Arkansas Contact

Company Name:	State of Arkansas Department of Transformation & Shared Services, Office of State Procurement
Contact Person	Cyndle Jump
Address:	501 Woodlane Street, Ste 220 Little Rock, AR 72201
Telephone:	501-324-9314
E-Mail:	Cyndle.Jump@arkansas.gov

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

PARTICIPATING ADDENDUM

NASPO ValuePoint

Parks and Recreation Equipment and Installation

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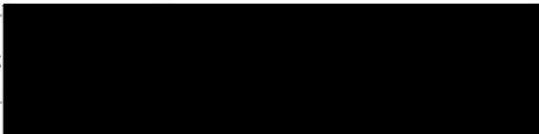
Landscape Structures Inc
(hereinafter "Contractor")

and

State of Arkansas
(hereinafter "Participating State/Entity")

This Participating Addendum and Master Agreement PO-10700-00015855 administered by the State of Oregon, together with its exhibits (including any terms referenced in the Master Agreement), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum or the Master Agreement, together with its exhibits, **shall not** be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits **shall** prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State : Arkansas	Contractor: Landscape Structures Inc
By: 	By: 
Name: Edward Armstrong	Name: Elaine Harkess
Title: Director Department of Transformation and Shared Services, Office of State Procurement	Title: Contract Administrator
Date: 9/20/2023	Date: 9/20/23

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AGREEMENT WITH LANDSCAPE STRUCTURES INC.,
FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND
EQUIPMENT, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-
FIVE THOUSAND FIVE HUNDRED NINETY-FIVE DOLLARS AND FORTY
CENTS (\$255,595.40); AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville Parks and Recreation Department requests to enter into an agreement with Landscape Structures Inc. for the purchase and installation of playground equipment at Gilmore Park;

WHEREAS, this purchase is through participation in the State Contract #4600053456, in an amount not to exceed two hundred fifty-five thousand five hundred ninety-five dollars and forty cents (\$255,595.40) which includes applicable taxes;

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 Landscape Structures Inc. for the purchase and installation of playground equipment at Gilmore Park, in an amount not to exceed two hundred fifty-five thousand five hundred ninety-five dollars and forty cents (\$255,595.40);

Section 2: Since this purchase is being made through a State 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

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Scott Mendenhall
Phone:	479-271-3190	For Department(s):	Parks and Recreation
Email:	smendenhall@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution accepting a Bid Award IFB-24-42 for Sod at Memorial & Citizens Parks Soccer Fields
Action Recommendation & Justification:	Resolution to award bid IFB-24-42 to Diamond C Construction in the amount of \$109,288.00 for the purchase and installation of 188,000 square feet of Bermuda sod for the renovation of Memorial and Citizens Parks soccer fields surfaces. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Diamond C Construction was the lowest qualified bidder.
Amount for Approval:	\$ 109,288.00

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!

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks and Recreation Maintenance Manager
Date: June 13, 2024
Re: Resolution to award bid to Diamond C Construction for repairs to Soccer field turf

Resolution to award bid to Diamond C Construction for repairs to soccer field turf in Memorial Park and Citizens Park. The purpose of this memorandum is to request approval for the replacement of sod on 21 soccer fields, covering a total area of 188,000 square feet. This repair is essential to improve the playability and aesthetic quality of our city's soccer fields.

The current condition of the soccer fields has been assessed, and it has been determined that the turf is significantly worn and damaged. This deterioration is largely due to high usage rates and Bermuda turf winter kill. As a result, the fields are not only visually unappealing but also pose a risk to players, potentially leading to injuries and a less enjoyable playing experience.

If approved by the City Council, the sod replacement project is scheduled to commence the week following the Fourth of July. This timing has been strategically chosen to minimize disruption to scheduled activities and to take advantage of favorable weather conditions for sod installation and establishment.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email: smendenhall@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/11/2024	Time of Bid Opening:	1:30 PM	Solicitation ID Number:	IFB-24-42
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Solicitation Title: Memorial Park and Citizens Park Soccer Fields Sod Repair

Bidder:				Diamond C Construction	
Line Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price
1	188000	Square Feet	Tifway 419 Bermuda, or Equivalent Item	\$0.43	\$80,840.00
2	1	Lump Sum	Installation	\$28,448.00	\$28,448.00
Total Bid Price				\$109,288.00	
				Total Bid Price corrected during Bid Evaluation.	

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-42; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DIAMOND C CONSTRUCTION, IN THE AMOUNT OF ONE HUNDRED NINE THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$109,288.00), FOR THE PURCHASE AND INSTALLATION OF SOD AT MEMORIAL & CITIZENS PARKS SOCCER FIELDS; AND FOR OTHER PURPOSES.

WHEREAS, Diamond C Construction is the lowest qualified bidder for bid IFB-24-42;

WHEREAS, this agreement is for the purchase and installation of one hundred eight-eight thousand (188,000) square feet of Bermuda sod for the renovation of Memorial and Citizens Parks soccer fields surfaces; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Diamond C Construction, in the amount of one hundred nine thousand two hundred eighty-eight dollars (\$109,288.00), for the purchase and install of sod at the Memorial and Citizens Parks Soccer Fields;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Dennis Hayes
Phone:	479-271-3127	For Department(s):	Police
Email:	dhayes@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Entering into an Agreement - Heartland Business Systems for Data Storage Replacement
Action Recommendation & Justification:	Authorizing an agreement with Heartland Business Systems for battery and battery backup replacement, in an amount not to exceed \$43,295.59, through participation in TIPS Contract #220105. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Funding for this Project was included in the approved 2024 budget through Information Police Capital Expenditures. The Project provides needed storage for the Police department car and body cam video systems. Purchasing performed an evaluation of TIPS Contract #220105, determining that the solicitation was in line with both Arkansas State Law and the City's Purchasing Policy.
Amount for Approval:	\$ 43,295.59

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):

Budgeted in Account No. 47520

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: June 19, 2024

SUBJECT: Data Storage Replacement – Heartland Business Systems

The Purchasing Department has conducted a thorough review of TIPs Contract 220105. The review encompassed all relevant aspects of the contract to ensure compliance with the City's Purchasing Policy and Arkansas State Law. Our examination confirmed that the TIPs Contract was properly advertised and explicitly states that participating government entities may utilize this contract.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

102010 -47520 - Computer Equipment	
102020 -47520 - Computer Equipment	
105030 -47520 - Computer Equipment	
105050 -47520 - Computer Equipment	
105060 -47520 - Computer Equipment	
203810 -47520 - Computer Equipment	

Year	Period	Line	Description	Amount	Qua
2024	1	70	Copy machine and maintenanc...	15,000.00	
2024	1	80	Investigative and accident ...	58,948.24	
2024	1	100	Network Upgrades	167,122.68	
2024	1	110	Data Storage Expansion	46,000.00	
2024	1	120	Server	22,000.00	
2024	1	130	Dispatch Battery system	12,811.10	

Statement of Work

City of Bentonville PD

VIDEO STORAGE EXPANSION

SOW Prepared By:

Jennifer Bricker

Solution Consultant
Heartland Business Systems, LLC
3775 Mail Ave #4
Fayetteville, AR 72703
Phone: (479) 332-6945
jbricker@hbs.net

J.D. Herman

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Heartland Business Systems, LLC
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jherman@hbs.net

Jace Miller

Engineering Lead
Heartland Business Systems, LLC
7745 Office Plaza Dr N Suite 150
West Des Moines, IA 50266
Phone: (515) 400-8291
jmiller@hbs.net



Project Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for City of Bentonville PD (hereinafter referred to as “COBPD” or “Customer”).

This project is to expand the storage capacity of the Unity used for video storage for COBPD and consolidate multiple LUNs into one for a single target for the iPro camera application.

The objectives of the project are:

- Increase the usable storage capacity on existing Dell Unity array used for PD Video

Project Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

This project is expected to take 1 week to complete from the project kick-off. In the event that an extension to the project timeline is required, the parties shall utilize the Change Order process.

In Scope

- Remotely assist with SAS cabling for Unity DAE shelf of 12 TB NL-SAS drives
- Verify Unisphere can see new disks
- Expand existing LUN configured as ReFS on the camera server
- Migrate video files from NTFS volume to ReFS volume
- Once migration is complete, cutover the data
- Delete NTFS volume
- Expand single LUN/ReFS volume with storage from the old NTFS volume

Out of Scope

- Project management is not included for this project.
- Travel – Onsite rack/stack
- Installation or upgrade of software not specified.
- Any work or material not specifically identified in this document is not included in this Agreement.

Additional Requirements and Conditions

- HBS and Customer will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel.
- J.D. Herman and Jace Miller shall provide updates to Customer regarding the project. Ali Shepard or Jennifer Bricker shall be the Customer’s primary contact for any questions regarding billing.
- The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors. Any shipping and delivery dates are approximate and are not guaranteed and are subject to the current availability of products from third party vendors, production schedules of third party vendors, and supply chain delays and shortages, all of which are outside the control of HBS. Such



delays may extend the duration of the project and may result in budget impacts and increased time to manage resources against the estimated product delivery. In the event that a delay may impact the project, the parties shall utilize the change order process in order to address the impacts of such delay.

- Any potential dependencies discovered prior to or during implementation will be communicated to Customer and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Customer Responsibilities

Site and System(s) Readiness

The items listed below shall be the responsibility of the customer:

- Identify integrations with the virtual environment for compatibility issues (backups, VDI products, etc)
- Communication of outages, if required
- Assistance with testing and validation

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Customer will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Customer will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Customer delays, Customer may be subject to additional charges.
- Customer will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Customer will provide HBS with proper access and workspace areas at Customer locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Customer will allow the HBS engineer to connect their computer to Customer network in order to perform their duties. HBS will allow Customer to examine said notebook for current anti-virus software, if needed.
- Customer will allow HBS unescorted access to computer rooms, equipment closets and the general facility. If unescorted access is not available, Customer shall assign access levels appropriately and coordinate escorts.
- Customer will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Customer will provide remote access prior to, and throughout, the project if required.
- Customer will have working Internet access available where the work will be performed.
- Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Customer will provide advanced notification of any network outages or changes during the implementation period.
- Customer will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Customer will provide 48-hour notification of any schedule changes.



- Customer will assist with the design, testing and validation of the project Deliverables .
- Customer and HBS agree that work shall progress when Customer staff is not available to participate.

Fixed Fee Pricing

This SOW is fixed fee. Any additional work required under a Change Order will also be billed to City of Bentonville PD

Service and equipment identified in this SOW do not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

City of Bentonville PD agrees to compensate HBS for providing the Deliverables as stated in the attached quote.

Project Completion

Project will be complete when all Deliverables have been provided to Customer.

Customer will have seven (7) business days to review the Deliverables for the project. If HBS does not receive a written notice of rejection describing the basis for rejection within this period, the Deliverables will be considered accepted.

After the completion of the project, support may be obtained by contacting the HBS Account Manager. Support will be billed at an agreed upon rate for services rendered.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions are also made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay



caused by the Customer or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Additional Dell Unity
Quote #342361 v2
Prepared For:
Bentonville, City of
 Don Chase
 1000 SW 14th Street
 Bentonville, AR 72712

Prepared By:
Fayetteville, AR Office
 Jennifer Bricker
 3775 N Mall Ave Suite 4
 Fayetteville, AR 72703

Date Issued:
06.10.2024
Expires:
07.01.2024
P: (479) 271-3127

E: don.chase@bentonville.arkansas.gov

P: 4793326945

E: jbricker@hbs.net

Additional Dell Unity	Price	Qty	Ext. Price
Unity 3U 15x3.5 DAE FLD RCK UPG	\$956.71	1	\$956.71
Dell Hardware Limited Warranty	\$6.07	1	\$6.07
ProSupport 4-Hour 7x24 Onsite Service 3 Years	\$15.63	1	\$15.63
PROSUPPORT 4-HOUR 7X24 TECHNICAL SUPPORT	\$246.89	1	\$246.89
Hard Drives (15) Unity 12TB NLSAS 15x3.5 Drive UPG	\$2,024.08	15	\$30,361.20
C13 Power Cord Pair NEMA5-15P plugs 2Mtr	\$18.83	2	\$37.66
PROSUPPORT 4-HOUR 7X24 ONSITE HARD DISK	\$269.68	15	\$4,045.20
Subtotal			\$35,669.36

HBS Implementation Services	Price	Qty	Ext. Price
Fixed Fee Project	\$3,870.00	1	\$3,870.00
Subtotal			\$3,870.00

Non-Returnable/Non-Refundable Language
Dell Note:

Customer understands that all orders for Dell are final when accepted by Dell. No cancellations, returns, exchanges or refunds are allowed.

TIPS	Price	Qty	Ext. Price
TIPS Contract #220105			

Quote Summary	Amount
Additional Dell Unity	\$35,669.36
HBS Implementation Services	\$3,870.00
Total:	\$39,539.36

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 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. 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.2024.v1.0

Acceptance			
Fayetteville, AR Office		Bentonville, City of	
Jennifer Bricker			
Signature / Name		Signature / Name	Initials
06/10/2024			
Date		Date	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HEARTLAND BUSINESS SYSTEMS, LLC., FOR DATA STORAGE REPLACEMENT, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS AND FIFTY-NINE CENTS (\$43,295.59); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Information Technology Department requests approval to enter into an agreement with Heartland Business Systems, LLC., to provide storage for the Bentonville Police Department car and body cam video systems;

WHEREAS, the City procures this service under The Interlocal Purchasing System (TIPS) contract #220105 which has been approved by the Purchasing Manager; 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 Heartland Business Systems, LLC. for the purchase of data storage replacement, in an amount not to exceed forty-three thousand two hundred ninety-five dollars and fifty-nine cents (\$43,295.59);

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 are not applicable;

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

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Dennis Birge
Phone:	479-271-6840	For Department(s):	Transportation
Email:	dbirge@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution approving Change Order #3 of PIIP22-0010 NW 9th & D Construction
Action Recommendation & Justification:	Approving Change Order #3 with Crossland Heavy Contractors, in an amount not to exceed \$44,581.46, for storm infrastructure realignment and a waterline relocation at the corner of NW Jackson and D St. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Original contract was approved by City Council on 06/13/23 and was awarded through the competitive bid process for IFB-23-22. This item is funded with bond monies.
Amount for Approval:	\$ 44,581.46

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Date of Issuance: 2023-11-10	Effective Date: 2023-11-10
Owner: City of Bentonville	Owner's Contract No.: 21EN0009
Contractor: Crossland Heavy Contractors	Contractor's Project No.: _____
Engineer: CEI	Engineer's Project No.: 32245
Project: Drainage Improvements – NW 9th & D St	Contract Name: Drainage Improvements – NW 9th & D St

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

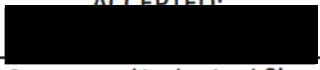
Description:

See attached summary of changes and related plan sheets. Change Order 3 Total to be partially paid for by Owner's Contingency Allowance (\$44,368.54).

Attachments:

Summary of changes; Revised construction plan sheets; Opinion of cost change

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>6,529,392.00</u>	Original Contract Times: Substantial Completion: <u>July 5, 2024</u> Ready for Final Payment: <u>August 4, 2024</u> _____ dates
Decrease from previously approved Change Order No. <u>2</u> : \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ _____ days
Contract Price prior to this Change Order: \$ <u>6,529,392.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>July 5, 2024</u> Ready for Final Payment: <u>August 4, 2024</u> _____ dates
Increase of this Change Order: \$ <u>44,581.46</u>	Increase of this Change Order: Substantial Completion: <u>26</u> Ready for Final Payment: <u>26</u> _____ days
Contract Price incorporating this Change Order: \$ <u>6,573,973.46</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>July 31, 2024</u> Ready for Final Payment: <u>August 30, 2024</u> _____ dates

By: 		ACCEPTED: _____		By: 	
Title: <u>Senior Project Engineer</u>		Owner (Authorized Signature)		Contractor (Authorized Signature)	
Date: <u>05/30/2024</u>		Title _____		Sr. Project Manager	
		Date _____		Date <u>5.30.24</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

2600 NE 11th St, Ste 300
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

May 30, 2024

NW 9th & D Street
Bentonville, Benton County, AR
CEI Project No. 32245

Summary of Changes for Change Order No. 3 Construction Drawings

- Sheet 1, Cover Sheet
 - Revised end station of Storm Sewer - A to 24+45.18 from 24+57.13
 - Revised end station of Storm Sewer - B to 109+80.12 from 109+87.16
 - Revised end station of Storm Sewer - D to 305+57.58 from 302+51.52
 - Revised length of Storm Sewer - A to 2,445 LF (0.46 MILE) from 2,457 LF (0.47 MILE)
 - Revised length of Storm Sewer - B to 980 LF (0.19 MILE) from 987 LF (0.19 MILE)
 - Revised length of Storm Sewer - D to 258 LF (0.05 MILE) from 252 LF (0.05 MILE)
 - Revised total project length to 3,683 LF (0.70 MILE) from 3,696 LF (0.70 MILE)
- Sheet 2, Index of Sheets
 - Crossed out line for Sheet 37, Storm Sewer Branch Cross Sections
- Sheet 4, Overall Plan Layout
 - Revised alignment of Storm Sewer - A
 - Revised alignment of Storm Sewer - B
 - Revised alignment of Storm Sewer - D
 - Revised end station of Storm Sewer - A to 24+45.18 from 24+57.13
 - Revised end station of Storm Sewer - B to 109+80.12 from 109+87.16
 - Revised end station of Storm Sewer - D to 305+57.58 from 302+51.52
- Sheet 11, Demolition Plan - 3
 - Revised alignment of Storm Sewer - A
 - Sta 16+00.00 to Sta 20+00.00
 - Added linework for existing sidewalk at corner of NW Jefferson St and NW D St
 - Revised limits of disturbance linework
 - Revised limits of pavement removal linework and hatching
 - Item 2 callouts removed
 - Item 3 callout removed
 - Item 8 callout removed
 - Item 9 callout removed
 - Item 11 callout removed
 - Item 12 callout removed
 - Item 14 callouts removed
 - Item 17 callout removed
 - Item 19 callout removed
 - Item 20 callouts removed

- Item 2 callouts added, 4 SY and 5 SY
 - Item 9 callout revised from 4 SY to 2 SY
 - Item 9 callout revised from 209 SY to 463 SY
 - Removed notes instructing contractors to contact BEUD during excavation
 - Sta 20+00.00 to Sta 24+45.18
 - Revised end station of Storm Sewer - A alignment to 24+45.18 from 24+57.13
 - Revised Item 9 callout from 615 SY to 601 SY
- Sheet 12, Demolition Plan - 4
 - Revised alignment of Storm Sewer - B
 - Revised alignment of Storm Sewer - D
 - Sta 104+00.00 to Sta 108+00.00
 - Item 1 callouts removed
 - Item 3 callouts removed
 - Item 1 callout revised from 100 LF to 79 LF
 - Item 9 callout revised from 532 SY to 541 SY
- Sheet 13, Demolition Plan - 5
 - Revised alignment of Storm Sewer - B
 - Revised alignment of Storm Sewer - D
 - Sta 108+00.00 to Sta 109+80.12
 - Revised end station of Storm Sewer - B to 109+80.12 from 109+87.16
 - Item 9 callout revised to from 154 SY to 150 SY
 - Sta 300+00.00 to Sta 302+51.52
 - Revised end station of Storm Sewer - D to 305+57.58 from 302+51.52
 - Item 9 callout revised from 82 SY to 81 SY
- Sheet 14, Erosion Control Notes
 - Project Limits
 - Revised end station of Storm Sewer - A to 24+45.18 from 24+57.13
 - Revised end station of Storm Sewer - B to 109+80.12 from 109+87.16
 - Revised end station of Storm Sewer - D to 305+57.58 from 302+51.52
 - Revised project length to 3,684 LF from 3,696 LF
- Sheet 18, Erosion Control Plan - 3
 - Revised alignment of Storm Sewer - A
 - Sta 16+00.00 to Sta 20+00.00
 - Added linework for water relocation at intersection of NW Jefferson St and NW D St
 - Added linework for existing sidewalk at corner of NW Jefferson St and NW D St
 - Revised limits of disturbance linework
 - Revised limits of pavement repair linework and hatching
 - Revised location of JB-2
 - Revised location of straw wattle
 - Revised location of silt fence inlet protection
 - Removed AI-1 and AI-2
 - Removed 2 silt fence inlet protection
 - Removed inlet protection
 - Removed sod linework and hatching
 - Sta 20+00.00 to Sta 24+45.18
 - Revised end station of Storm Sewer - A alignment to 24+45.18 from 24+57.13
- Sheet 19, Erosion Control Plan - 4

- Revised alignment of Storm Sewer - B
- Revised alignment of Storm Sewer - D
- Sta 104+00.00 to Sta 108+00.00
 - Added JB-8
 - Revised size of RC-6 from 6'x6' to 4'x4'
 - Removed GI-2
 - Revised location of JB-7
 - Removed seeding and sodding along NW F St
 - Removed wattle along NW F St
- Sheet 20, Erosion Control Plan - 5
 - Revised alignment of Storm Sewer - B
 - Revised alignment of Storm Sewer - D
 - Sta 108+00.00 to Sta 109+80.12
 - Revised end station of Storm Sewer - B to 109+80.12 from 109+87.16
 - Sta 300+00.00 to Sta 302+51.52
 - Revised end station of Storm Sewer - D to 305+57.58 from 302+51.52
 - Revised location of JB-7
- Sheet 21, Maintenance of Traffic Plan - Phase 1
 - Added linework for water relocation at intersection of NW Jefferson St and NW D St
 - Revised layout of Storm Sewer - A
 - Revised layout of Storm Sewer - B
 - Revised layout of Storm Sewer - D
- Sheet 22, Maintenance of Traffic Plan - Phase 2
 - Added linework for water relocation at intersection of NW Jefferson St and NW D St
 - Revised layout of Storm Sewer - A
 - Revised layout of Storm Sewer - B
 - Revised layout of Storm Sewer - D
- Sheet 23, Maintenance of Traffic Plan - Phase 3
 - Added linework for water relocation at intersection of NW Jefferson St and NW D St
 - Revised construction area linework and hatching
 - Revised layout of Storm Sewer - A
 - Revised layout of Storm Sewer - B
 - Revised layout of Storm Sewer - D
- Sheet 24, Maintenance of Traffic Plan - Phase 4
 - Added linework for water relocation at intersection of NW Jefferson St and NW D St
 - Revised layout of Storm Sewer - A
 - Revised layout of Storm Sewer - B
 - Revised layout of Storm Sewer - D
- Sheet 25, Maintenance of Traffic Plan - Phase 5
 - Added linework for water relocation at intersection of NW Jefferson St and NW D St
 - Revised layout of Storm Sewer - A
 - Revised layout of Storm Sewer - B
 - Revised layout of Storm Sewer - D
- Sheet 26, Quantities - 1
 - Revised Structures table
 - Revised Remove and Salvage/Relocate Items table
 - Revised Permanent Pavement Repair table

- Revised Erosion Control table
- Revised Removal and Disposal of Culverts and Inlets table
- Revised Earthwork table
- Revised Clearing and Grubbing table
- Revised Driveways and Turnouts table
- Sheet 27, Quantities - 2
 - Revised Removal and Disposal of Items table
 - Revised Concrete table
 - Revised Wheelchair Ramps table
 - Revised Concrete Combination Curb and Gutter table
- Sheet 28, Summary of Quantities
 - Revised Removal and Disposal of Water Line from 604 LF to 612 LF
 - Revised Remove and Salvage Water Meter from 5 EA to 6 EA
 - Revised 8" Tapping Sleeve & Valve from 3 EA to 5 EA
 - Revised 8" Gate Valve from 7 EA to 9 EA
 - Revised 8" Cut, Cap and Anchor Collar Block from 3 EA to 5 EA
 - Revised Ductile Iron MJ Fittings from 1189 LB to 1504 LB
 - Revised 1" Service Line w/ Single 5/8" Meter Set (Short Side of Street) from 2 EA to 3 EA
 - Revised 1" Service Line w/ Single 5/8" Meter Set (Long Side of Street) from UNUSED to 1 EA
 - Revised Crushed Stone (ArDOT Class 7) Backfill (Water) from 553 TON to 594 TON
 - Revised Removal and Disposal of Asphalt Pavement from 3295 SY to 3477 SY
 - Revised Removal and Disposal of Concrete Driveway from 49 SY to 4 SY
 - Revised Removal and Disposal of Concrete Sidewalk from 143 SY to 130 SY
 - Revised Removal and Disposal of Concrete Curb and Gutter from 379 LF to 309 LF
 - Revised Removal and Disposal of Pipe Culverts from 20 EA to 17 EA
 - Revised Remove and Relocate Sign from 3 EA to 2 EA
 - Revised Unclassified Excavation from 2715 CY to 2714 CY
 - Revised Compacted Embankment from 285 CY to 281 CY
 - Revised P.C. Concrete Driveway from 61 SY to 4 SY
 - Revised 18" Reinforced Concrete Pipe, Class III from 105 LF to 102 LF
 - Revised 48" Reinforced Concrete Pipe, Class III from 260 LF to 259 LF
 - Revised 30" Reinforced Concrete Pipe, Class IV from 252 LF to 258 LF
 - Revised 5'X4' Reinforced Concrete Box Culvert, Class III from 1035 LF to 1024 LF
 - Revised Area Inlets (4'X4') from 2 EA to 1 EA
 - Revised Reverse Curb Inlets (6'X6') from 1 EA to UNUSED
 - Revised Type TM Inlets (4'x4') from 4 EA to 3 EA
 - Revised Grate Inlets (6'X6') revised from 2 EA to 1 EA
 - Revised Type E Junction Boxes (6'X6') from 1 EA to 2 EA
 - Revised Crushed Stone (ArDOT Class 7) Backfill for Storm Sewer from 1333 TON to 1430 TON
 - Revised Seeding from 0.13 ACRE to 0.12 ACRE
 - Revised Temporary Seeding from 0.13 ACRE to 0.12 ACRE
 - Revised Lime from 0.26 TON to 0.24 TON
 - Revised Mulch Cover from 0.26 TON to 0.24 TON
 - Revised Water from 30 M. GAL to 28 M. GAL
 - Revised Second Seeding from 0.13 ACRE to 0.12 ACRE
 - Revised Solid Sodding from 3640 SY to 3406 SY

- Revised Wattle (20") from 2500 LF to 2410 LF
- Revised Inlet Protection from 279 LF to 216 LF
- Revised Silt Fence Box Protection from 23 EA to 22 EA
- Revised Sediment Removal & Disposal from 46 CY to 44 CY
- Revised Concrete Combination Curb and Gutter (Type A 1'-6") from 770 LF to 728 LF
- Revised Concrete Sidewalk from 149 SY to 136 SY
- Revised Asphalt Pavement Repair from 3243 SY to 3449 SY
- Revised 6" PVC Pipe from 9 LF to 12 LF
- Revised 8" PVC Pipe from 370 LF to 494 LF
- Revised 16" Pipe Encasement from 21 LF to 45 LF
- Revised Granular Backfill for Storm Sewer from 11145 TON to 12305 TON
- Added 6" Tapping Sleeve & Valve, 1 EA
- Added 6" Cut, Cap and Anchor Collar Block, 1 EA
- Added Reverse Curb Inlets (4'x4'), 1 EA
- Added Vacuum Truck, 6 HR
- Sheet 32, Storm Sewer Plan & Profile - 4
 - Revised alignment of Storm Sewer - A
 - Revised location of JB-2
 - Revised limits of disturbance linework
 - Revised limits of pavement repair linework and hatching
 - Revised location of 45d turn in box culvert
 - Revised length of 7'x4' box culvert between JB-2 and 45d turn
 - Revised length of 7'x4' box culvert between 45d turn and 44d turn
 - Revised slope of 7'x4' box culvert between 45d turn and JB-3
 - Removed AI-1 and AI-2
 - Removed proposed water meter
 - Removed proposed sidewalk
 - Added linework for water relocation at intersection of NW Jefferson St and NW D St
 - Added linework for existing sidewalk at corner of NW Jefferson St and NW D St
 - Added proposed water line to profile view
- Sheet 33, Storm Sewer Plan & Profile - 5
 - Revised end station of Storm Sewer - A to 24+45.18 from 24+57.13
 - Revised slope of 7'x4' box culvert between 45d turn and JB-3
- Sheet 34, Storm Sewer Plan & Profile - 6
 - Added JB-8
 - Revised size of RC-6 from 6'x6' to 4'x4'
 - Added 7 LF 18" RCP
 - Revised length of culvert entering GI-1 from 439 LF to 433 LF
 - Revised slope of culvert leaving JB-7 from 0.5% to 0.53%
 - Revised Station of RC-6
- Sheet 35, Storm Sewer Plan & Profile - 7
 - Removed GI-2
 - Revised end station of Storm Sewer - B to 109+80.12 from 109+87.16
 - Revised slope of culvert leaving JB-7 from 0.5% to 0.53%
 - Revised stations of JB-7, GI-3, and GI-4
- Sheet 36, Storm Sewer Plan & Profile - 9
 - Revised end station of Storm Sewer - D to 305+57.58 from 302+51.52
 - Revised stations of JB-7, GI-5, and GI-6

- Revised length of culvert between JB-7 and GI-5
- Sheet 37, Storm Branch Cross Sections - 1
 - Removed from plan set
- Sheet 39, Post-Development Drainage Map
 - Revised layout of Storm Sewer - A
 - Revised layout of Storm Sewer - B
 - Revised layout of Storm Sewer - D
- Sheet 40, Inlet Drainage Map
 - Revised layout of Storm Sewer - A
 - Revised layout of Storm Sewer - B
 - Revised layout of Storm Sewer - D
 - Removed AI-1, AI-2, and GI-2
- Sheet 45A, Water Plan & Profile - 5
 - Sheet added to set
- Sheet 45B, Water Plan & Profile - 6
 - Sheet added to set



CEI ENGINEERING ASSOCIATES, INC.
1000 W. 10TH STREET
BENTONVILLE, AR 72712
PHONE: 479-271-3135
FAX: 479-271-3136



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CITY OF BENTONVILLE
NW 9TH AND D STREET
BENTONVILLE, AR

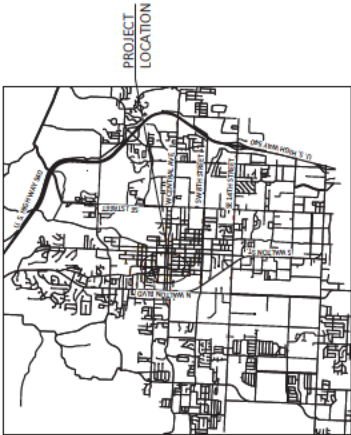


PROFESSIONAL OF RECORD	AR
PROJECT NUMBER	21EN0009
DATE	07/20/2023
BY	B.PARRISH
CHECKED BY	B.PARRISH
DATE	07/20/2023
PROJECT NUMBER	21EN0009

TITLE SHEET
BENTONVILLE
STREET NUMBER

1

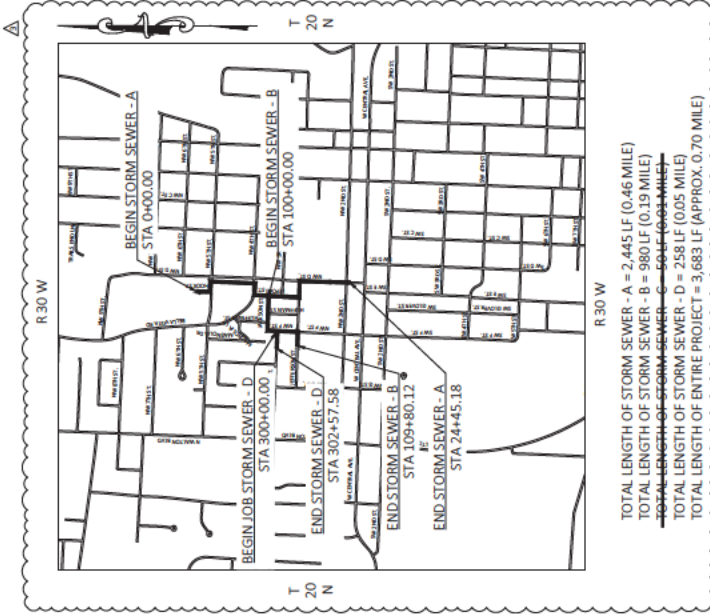
CITY OF BENTONVILLE, ARKANSAS
PUBLIC INFRASTRUCTURE
IMPROVEMENT PLANS FOR
NW 9TH AND D STREET
CEI PROJECT NO.32245
MUNIS# 21EN0009
JULY 2023



VICINITY MAP

PROJECT CONTACTS

- CITY OF BENTONVILLE
TRANSPORTATION DEPARTMENT
CONTACT: DENNIS BIRGE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PHONE: 479-271-6840
EMAIL: DBIRGE@BENTONVILLEAR.COM
- CITY ENGINEER
CONTACT: DAN WEESE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PHONE: 479-271-6840
EMAIL: DWEESE@BENTONVILLEAR.COM
- TELEPHONE
CONTACT: BRYAN WILLIAMS
700 W WALNUT STREET
ROGERS, AR 72756
PHONE: 479-249-5194
EMAIL: BW9156@ATT.COM
- WATER/SEWER
CITY OF BENTONVILLE
CONTACT: BEAU THOMPSON, AICP
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PHONE: 479-271-3140
EMAIL: BTHOMPSON@BENTONVILLEAR.COM
- ELECTRIC
CITY OF BENTONVILLE
CONTACT: TRAVIS MATLOCK
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
PHONE: 479-271-3135
EMAIL: TMATLOCK@BENTONVILLEAR.COM
- CABLE
CONTACT: BEN PLEDGER
4901 S. 48TH STREET
SPRINGDALE, AR 72762
PHONE: 479-71-3730
EMAIL: BEN.PLEDGER@COX.COM
- NAUTRAL GAS
BLACK HILLS ENERGY
CONTACT: JOSH KNIGHT
1301 FEDERAL WAY
P.O. BOX 2129
LOWELL, AR 72745
PHONE: 479-320-5091 / 479-721-4543
EMAIL: JOSH.KNIGHT@BLACKHILLSCORP.COM
- TELECOMMUNICATIONS
RITTER COMMUNICATIONS
CONTACT: BRIAN PARRISH
5078 W NORTHGATE ROAD, STE 220
ROGERS, AR 72758
PHONE: (479) 567-9370
EMAIL: BRIAN.PARRISH@RITTERCOMMUNICATIONS.COM



TOTAL LENGTH OF STORM SEWER - A = 2,445 LF (0.46 MILE)
TOTAL LENGTH OF STORM SEWER - B = 980 LF (0.19 MILE)
~~TOTAL LENGTH OF STORM SEWER - C = 641 LF (0.12 MILE)~~
TOTAL LENGTH OF STORM SEWER - D = 258 LF (0.05 MILE)
TOTAL LENGTH OF ENTIRE PROJECT = 3,683 LF (APPROX. 0.70 MILE)



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	07/20/2023
2	CHANGE ORDER NO. 1	08/14/2023
3	CHANGE ORDER NO. 2	08/14/2023
4	CHANGE ORDER NO. 3	08/14/2023



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CITY OF BENTONVILLE
NW 9TH AND D STREET
BENTONVILLE, AR



PROJECT NUMBER	AR
PROJECT NAME	AR
DESIGNER	CE
CLIENT NAME	CE
DATE	10/12/2010
BY	CE
CHECKED BY	CE
DATE	10/12/2010

INDEX OF SHEETS
SHEET NO. 2
SHEET TOTAL 2

SHEET NO.	TITLE
1	TITLE SHEET
2	INDEX OF SHEETS
3	GENERAL NOTES
4	OVERALL PLAN LAYOUT
5	SPECIAL DETAILS
6	DEMOLITION PLANS
7	EROSION CONTROL NOTES
8	EROSION CONTROL PLANS
9	EROSION CONTROL DETAILS
10	MAINTENANCE OF TRAFFIC PLANS
11	QUANTITIES
12	SUMMARY OF QUANTITIES
13	STORM SEWER PLANS & DETAILS
14	STORM SEWER STRUCTURE DETAILS
15	PRELIMINARY DEVELOPMENT DRAINAGE AREA MAP
16	POST DEVELOPMENT DRAINAGE AREA MAP
17	INLET DRAINAGE AREA MAP
18	UTILITY NOTES
19	UTILITY PLANS AND PROFILES
20	SEWER PIANS AND PROFILES
21	DETENTION OUTFALL STRUCTURE DETAILS
22	CITY OF BENTONVILLE DETAILS
23	DRAINAGE SUMMARY AND CALCULATIONS

AIRPORT ROADWAY STANDARD DRAWINGS

DRAWING NO.	TITLE	DATE
201	201 - DRAINAGE	11/15/07
202	202 - DRAINAGE	11/15/07
203	203 - DRAINAGE	11/15/07
204	204 - DRAINAGE	11/15/07
205	205 - DRAINAGE	11/15/07
206	206 - DRAINAGE	11/15/07
207	207 - DRAINAGE	11/15/07
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300	300 - DRAINAGE	11/15/07

REVISION

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 1	03/18/11
2	CHANGE ORDER NO. 2	04/18/11

2

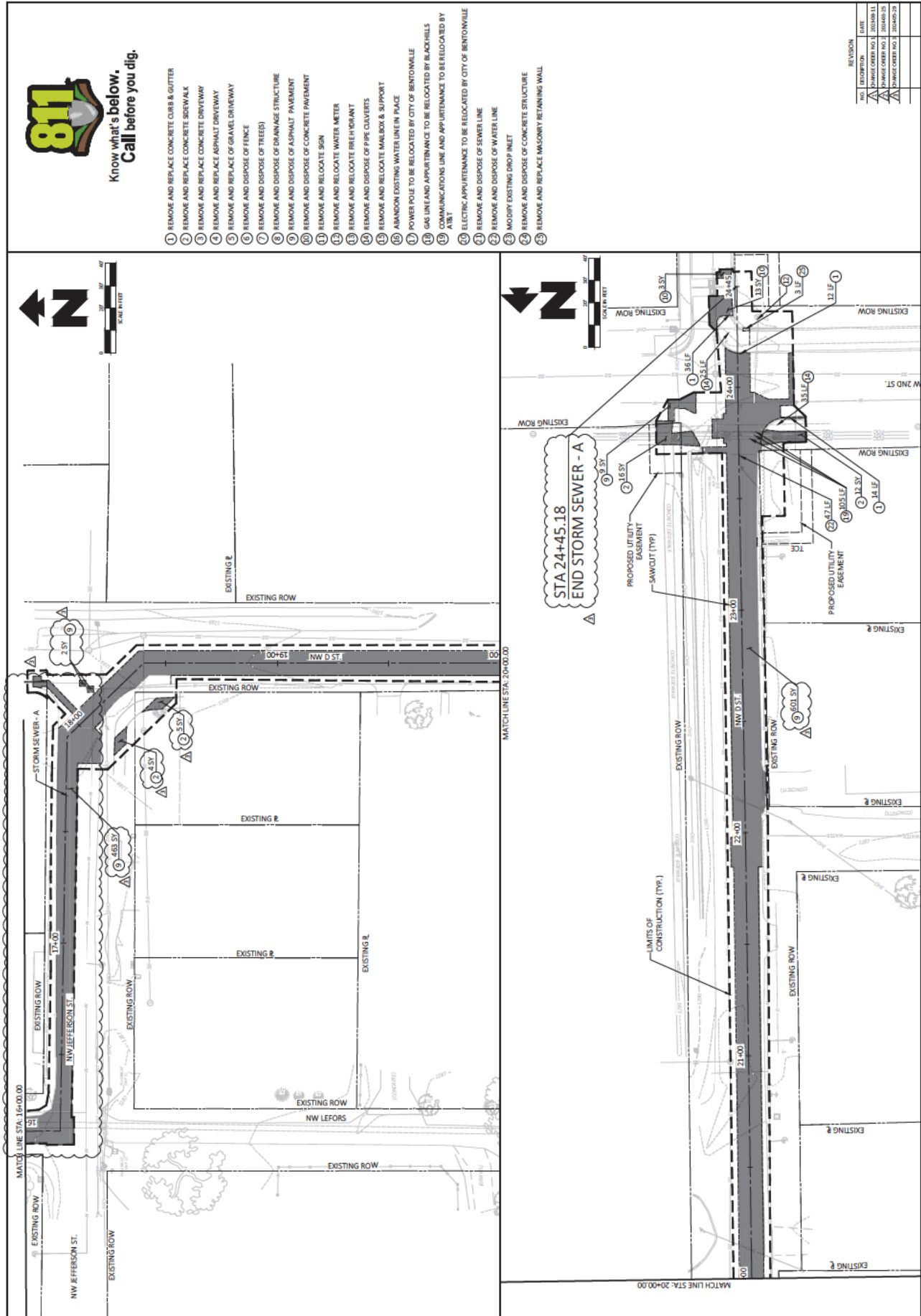
PROFESSIONAL OF RECORD	AIR
PROJECT MANAGER	AN
DESIGNER	JR
CED PROJECT NUMBER	32245
DATE	5/27/2024
REVISION	001
PN 722-0010	

DEMOLITION PLAN - 3

SHEET TITLE

SHEET NUMBER

11





PROFESSIONAL OF RECORD	AR
PROJECT NUMBER	99
DESIGNER	JE
CITY PROJECT NUMBER	99
DATE	2/20/2018
BY	JE
CHECKED	JE
DATE	2/20/2018

DEMOLITION PLAN - 5
SHEET NUMBER

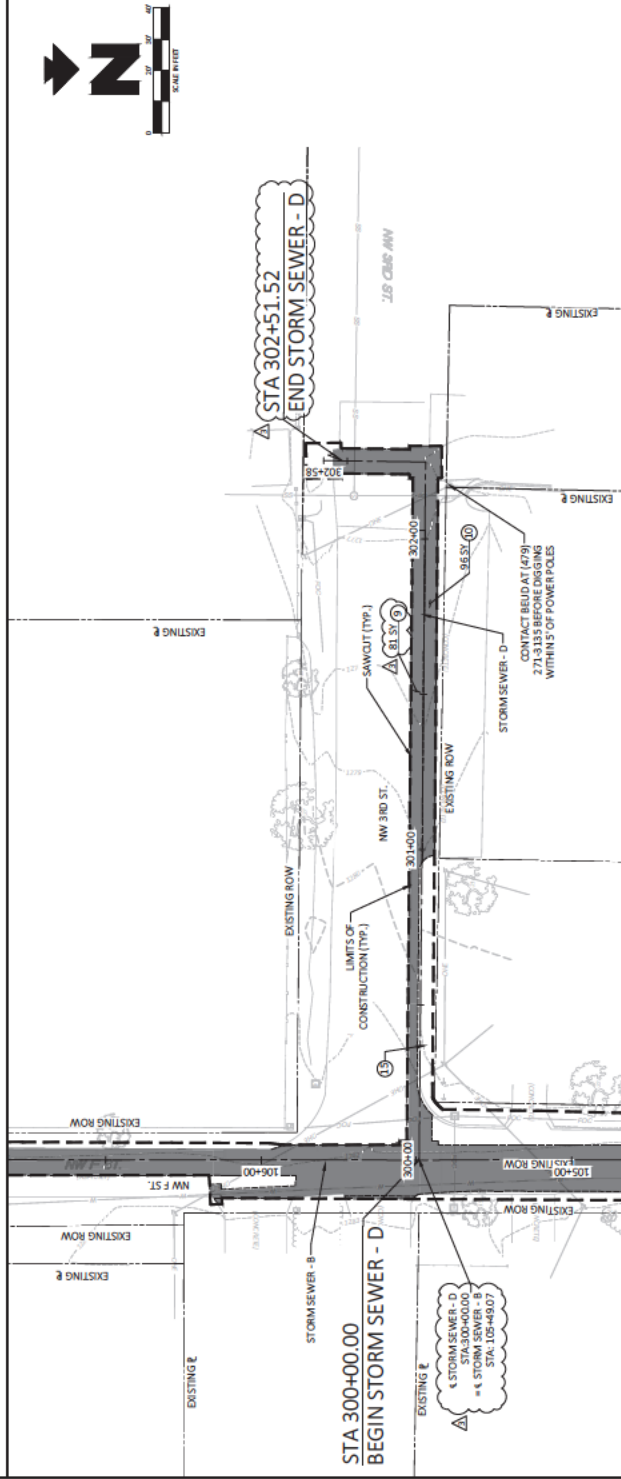
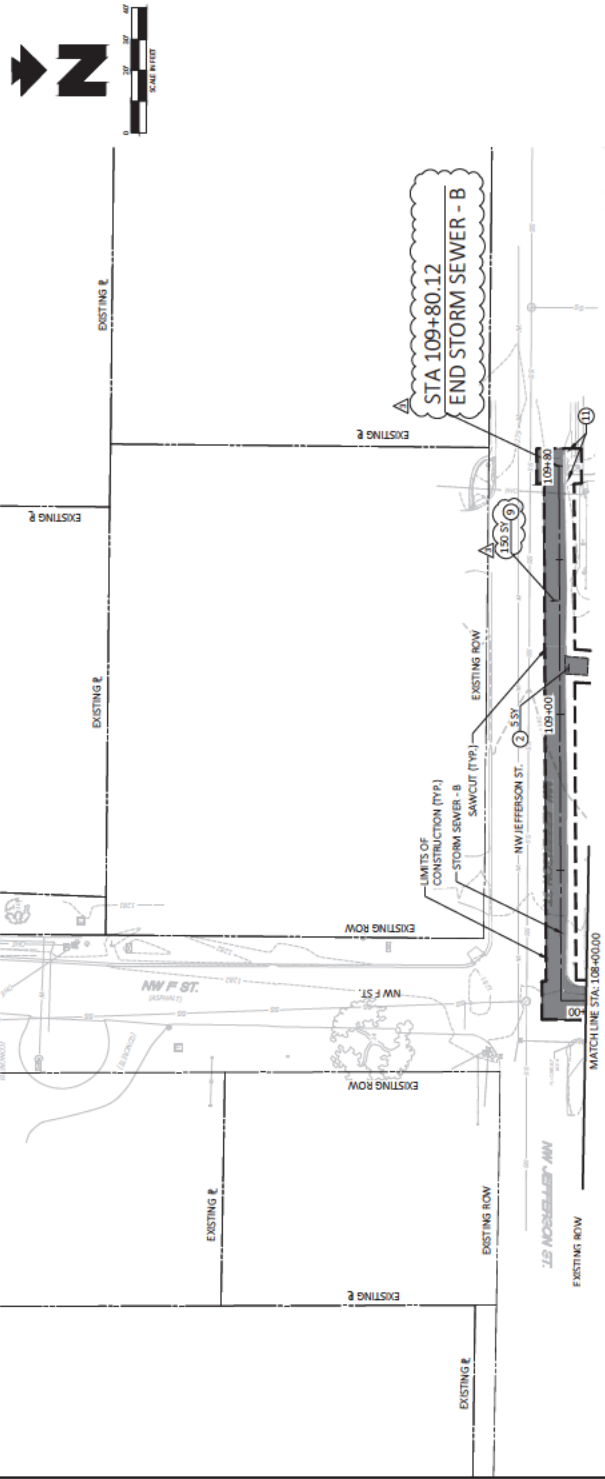
13



Know what's below.
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- 1 REMOVE AND REPLACE CONCRETE CURB & GUTTER
- 2 REMOVE AND REPLACE CONCRETE SIDEWALK
- 3 REMOVE AND REPLACE CONCRETE DRIVEWAY
- 4 REMOVE AND REPLACE ASPHALT DRIVEWAY
- 5 REMOVE AND REPLACE GRAVEL DRIVEWAY
- 6 REMOVE AND DISPOSE OF FENCE
- 7 REMOVE AND DISPOSE OF TREE(S)
- 8 REMOVE AND DISPOSE OF DRAINAGE STRUCTURE
- 9 REMOVE AND DISPOSE OF ASPHALT PAVEMENT
- 10 REMOVE AND DISPOSE OF CONCRETE PAVEMENT
- 11 REMOVE AND RELOCATE SIGN
- 12 REMOVE AND RELOCATE WATER METER
- 13 REMOVE AND RELOCATE FIRE HYDRANT
- 14 REMOVE AND DISPOSE OF PIPE CULVERTS
- 15 REMOVE AND RELOCATE MAILBOX & SUPPORT
- 16 ABANDON EXISTING WATER LINE IN PLACE
- 17 POWER POLE TO BE RELOCATED BY CITY OF BENTONVILLE
- 18 GAS LINE AND APPURTENANCE TO BE RELOCATED BY BLACKHILLS
- 19 COMMUNICATIONS LINE AND APPURTENANCE TO BE RELOCATED BY A&T
- 20 ELECTRIC APPURTENANCE TO BE RELOCATED BY CITY OF BENTONVILLE
- 21 REMOVE AND DISPOSE OF SEWER LINE
- 22 REMOVE AND DISPOSE OF WATER LINE
- 23 MODIFY EXISTING DRAIN INLET
- 24 REMOVE AND DISPOSE OF CONCRETE STRUCTURE
- 25 REMOVE AND REPLACE MASONRY WALL

NO.	REVISION	DATE
1	CHANGE ORDER NO. 1	03/28/18 LL
2	CHANGE ORDER NO. 2	03/28/18 LL
3	CHANGE ORDER NO. 3	03/28/18 LL





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CITY OF BENTONVILLE
NW 9TH AND D STREET
BENTONVILLE, AR



PROFESSIONAL OF RECORD	AR
PROJECT NUMBER	2024-001
DATE	01/20/2024
BY	CEI
FOR	CEI
PROJECT NAME	STORM SEWER
PROJECT LOCATION	STORM SEWER
PROJECT NUMBER	2024-001
DATE	01/20/2024
BY	CEI
FOR	CEI

EROSION CONTROL	NOTES
DATE	01/20/2024
BY	CEI
FOR	CEI

14

C. OTHER REQUIREMENTS & PRACTICES

1. MAINTENANCE

ALL EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED IN GOOD WORKING ORDER. IF A MAINTENANCE IS NECESSARY, IT SHALL BE INITIATED WITHIN 72 HOURS OF DISCOVERY WITHOUT FURTHER DAMAGE TO THE SITE FROM HEAVY EQUIPMENT. DISTURBED AREAS ON WHICH CONSTRUCTION ACTIVITIES ARE SCHEDULED TO OCCUR SHALL BE REVEGETATED WITHIN 14 CALENDAR DAYS. THE AREAS ADJACENT TO CREEKS AND DRAINAGEWAYS SHALL HAVE PRIORITY FOLLOWED BY DEVICES PROTECTING STORMSEWER INLETS.

2. INSPECTION

AN INSPECTION SHALL BE PERFORMED BY AN INSPECTOR EVERY 14 CALENDAR DAYS AS WELL AS AFTER 14 HOURS OF EVERY 0.25" OR MORE RAIN AS RECORDED ON A RAIN GAUGE TO BE LOANED TO THE SITE. INSPECTIONS SHALL BE CONDUCTED AT THE END OF EACH CONSTRUCTION DAY. INSPECTION, BASED ON THE INSPECTION RESULTS, THE CONTROLS SHALL BE REVISED AS PER THE INSPECTION REPORT.

3. WASTE MATERIALS

DUMPSTER WASTE SHALL BE COLLECTED IN A METAL DUMPSTER HAVING A SECURE COVER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL CITY SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND DEBRIS FROM CONSTRUCTION SHALL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER SHALL BE MAINTAINED AT ALL TIMES. THE DUMPSTER SHALL BE Hauled TO A LOCAL APPROVED LANDFILL SITE. THE BURNING OF CONSTRUCTION WASTE ON THE PROJECT SITE SHALL NOT BE PERMITTED.

CONCRETE WASHOUT LOCATION WILL BE AT THE DISCRETION OF THE CONTRACTOR. CONCRETE WASHOUT WATER OF CONCRETE SHALL NOT BE DUMPED INTO THE STORM SEWER SYSTEM. ONCE THE SURPLUS CONCRETE HAS DRIED, THEN IT CAN BE DISPOSED OF AS REQUIRED BY STATE OR LOCAL REGULATION.

4. HAZARDOUS WASTE (INCLUDING SPILL REPORTING)

AS A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: PAINTS, ACIDS, SOLVENTS, ASPHALT PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION AND CONCRETE CURING COMPOUNDS OR ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE SPILL COORDINATOR SHALL BE CONTACTED IMMEDIATELY.

5. SANITARY WASTE

ALL SANITARY WASTE SHALL BE COLLECTED FROM THE PORTABLE UNITS, AS NECESSARY OR AS REQUIRED BY LOCAL REGULATION. BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR. REQUIRED BY LOCAL REGULATION.

6. OFF SITE VEHICLE TRACKING

THE CONTRACTOR SHALL BE REQUIRED, ON A REGULAR BASIS OR AS MAY BE DIRECTED BY THE ENGINEER, TO DAMPEN HAIL ROADS FOR DUST CONTROL, STABILIZE CONSTRUCTION ENTRANCES AND TO REMOVE EXCESS DIRT FROM THE ROADWAY.

7. MANAGEMENT PRACTICES

1. DISPOSAL AREAS, STOCKPILES AND HAIL ROADS SHALL BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNT OF SEDIMENT THAT MAY ENTER RECEIVING WATERS. THE LENGTH OF SITE ENTRANCE SHALL BE AT LEAST FOUR TIMES THE LARGEST TIME WATERS. THE TYPE OF DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATER BODY OR STREAM BED.

2. CONSTRUCTION STAGNS AREAS AND VEHICLE MAINTENANCE AREAS SHALL BE CONSTRUCTED BY THE CONTRACTOR TO BE AT LEAST 100 FEET AWAY FROM STREAMS, WETLANDS AND FAST FEATURES. OFF SITE VEHICLE TRACKING SHALL BE CONTROLLED BY TEMPORARY CONSTRUCTION ENTRANCES THAT ARE EQUAL OR BETTER THAN SPECIFIED.

3. ALL WATERWAYS SHALL BE CLEARED AS SOON AS PRACTICABLE OF TEMPORARY EMBANKMENT, TEMPORARY BRIDGES, MATTING, FALSE WORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT A PART OF THE FINISHED WORK.

8. OTHER

1. A LIST OF CONSTRUCTION MATERIALS STORED ON SITE, INCLUDING PROTECTIVE CONTROLS, WILL BE MAINTAINED BY THE CONTRACTOR.

2. DUST CONTROL MUST BE PROVIDED IN ACCORDANCE WITH ANY LOCAL, STATE, AND FEDERAL REGULATIONS.

3. ANY EXCAVATIONS MUST BE DOWATERED THROUGH A PUMPED FILTER BAG ON A STABILIZED BED. EXCAVATIONS SHALL BE CLOTTED WITH A DOWNSTREAM BMP SUCH AS A BIG RED, EROSION TELL, OR OTHER RELATED BMP.

9. SPECIALTIES

REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS, INCLUDING BEST MANAGEMENT PRACTICES REQUIRED BY THE UNITED STATES FISH AND WILDLIFE SERVICE.

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 1	2024-01-11
2	CHANGE ORDER NO. 2	2024-01-11
3	CHANGE ORDER NO. 3	2024-01-11

B. EROSION AND SEDIMENT CONTROLS

1. SOIL STABILIZATION PRACTICES: [SELECT "T" - TEMPORARY OR "P" - PERMANENT, AS APPLICABLE]

- 1. TEMPORARY SEEDING
 - SEEDING
 - HYDRO SEEDING
 - HYDRO MULCH
 - HYDRO MULCH WITH STRAW
 - HYDRO MULCH WITH STRAW AND SEED
 - HYDRO MULCH WITH SEED AND FERTILIZER
 - HYDRO MULCH WITH SEED, FERTILIZER, AND SOIL RETENTION BLANKET
 - HYDRO MULCH WITH SEED, FERTILIZER, AND COMPOST MANUFACTURED TOPSOIL
 - HYDRO MULCH WITH SEED, FERTILIZER, AND OTHER REPAIR
- 2. SEEDING
 - SEEDING
 - HYDRO SEEDING
 - HYDRO MULCH
 - HYDRO MULCH WITH STRAW
 - HYDRO MULCH WITH STRAW AND SEED
 - HYDRO MULCH WITH SEED AND FERTILIZER
 - HYDRO MULCH WITH SEED, FERTILIZER, AND SOIL RETENTION BLANKET
 - HYDRO MULCH WITH SEED, FERTILIZER, AND COMPOST MANUFACTURED TOPSOIL
 - HYDRO MULCH WITH SEED, FERTILIZER, AND OTHER REPAIR

2. WHERE WORK IN AN AREA WILL CEASE FOR MORE THAN 14 DAYS, THE AREA MUST BE TEMPORARILY STABILIZED IMMEDIATELY.

3. WHERE WORK IN AN AREA HAS PERMANENTLY CEASED, THE AREA MUST BE PERMANENTLY STABILIZED IMMEDIATELY, BUT NO MORE THAN 14 DAYS AFTER LAST CONSTRUCTION ACTIVITY.

4. STRUCTURAL PRACTICES: [SELECT "T" - TEMPORARY OR "P" - PERMANENT, AS APPLICABLE]

- 1. SILT FENCES
 - WATTLE OR EROSION CONTROL LOG
 - ROCK CHECK DAMS
 - DIVERSION, INTERCEPTION, OR PERIMETER Dikes
 - CONCRETE OR METAL BARRIERS
 - DIVERSION, Dike, AND SMALL CONCRETE Dike
 - PAVED FLUMES
 - PAVED FLUMES AT CONSTRUCTION EXIT
 - PAVED FLUMES AT CONSTRUCTION EXIT
 - CHANNEL LINERS
 - SEMENT TRAPS
 - SEMENT BASINS
 - CURBS AND SEDIMENT FILTER
 - CURBS AND SEDIMENT FILTERS
 - CURBS AND GUTTERS
 - STORM SEWERS
 - VELOCITY CONTROL DEVICES
 - CONCRETE WASH OUT
- 2. STORM WATER MANAGEMENT
 - STORM WATER DRAINAGE WILL BE PROVIDED BY THE INLETS WHICH WILL CARRY DRAINAGE WITHIN THE ROW TO THE LOW POINTS WITHIN THE ROADWAY AND PROJECT SITE WHICH DRAIN TO NATURAL FACILITIES.
 - OTHER PERMANENT EROSION CONTROLS INCLUDE HYDRAULIC DESIGN TO LIMIT STRUCTURE OUTLET VELOCITIES AND GRADING DESIGN GENERALLY CONSISTING OF A TYPICAL ROADWAY SECTION(S) ON FLATTER SLOPES WITH PERMANENT VEGETATIVE COVER.
- 3. STORM WATER MANAGEMENT ACTIVITIES: [SEQUENCE OF CONSTRUCTION]
 - 1. INSTALL TEMPORARY EROSION CONTROL DEVICES FOR TEMPORARY CONSTRUCTION OF THE EXISTING PAVEMENT.
 - 2. PERFORM CLEARING, GRUBBING, AND DEMO FOR PHASE OF CONSTRUCTION
 - 3. CONSTRUCT UTILITIES AND DRAINAGE SYSTEM. PROVIDE TEMPORARY SALT FENCE BOX PROTECTION AFTER INSTALLING INLET BOXES.
 - 4. CONSTRUCT THE UTILITIES, PAVEMENT STRUCTURE, INLETS, PILES AND GORWAKS. REMOVE TEMPORARY EROSION CONTROL MEASURES FROM THE INLETS AFTER THE SITE IS STABILIZED.
 - 5. PERFORM PERMANENT SEEDING AND SOO.
 - 6. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES ONCE PROJECT HAS BEEN STABILIZED.
 - 7. NON-TEMPORARY WATER DISCHARGES
 - NON-TEMPORARY WATER DISCHARGES SHOULD BE FILTERED, OR HELD IN RETENTION BASINS, BEFORE BEING ALLOWED TO MIX WITH STORM WATER.
 - THESE DISCHARGES CONSIST OF NON-POLLUTED GROUNDWATER, SPRING WATER, FOUNDATION AND/OR FOOTING DRAIN WATER, AND WATER USED FOR DUST CONTROL, PAVEMENT WASHING AND VEHICLE WASHWATER CONTAINING NO DETERGENTS.

A. GENERAL SITE DATA

PROJECT LIMITS

BEGIN CONSTRUCTION OF STORM SEWER - AT STA 0+00.00 - END CONSTRUCTION AT 2445.13
BEGIN CONSTRUCTION OF STORM SEWER - AT STA 100+00.00 - END CONSTRUCTION AT STA 100+00.12
BEGIN CONSTRUCTION OF STORM SEWER - AT STA 200+00.00 - END CONSTRUCTION AT STA 200+00.12
BEGIN CONSTRUCTION OF STORM SEWER - AT STA 300+00.00 - END CONSTRUCTION AT STA 300+00.12
PROJECT LENGTH = 384.4 FT = APPROX. 0.70 MILE

PROJECT SITE MAPS

- PROJECT LOCATION MAP: TITLE SHEET (SHEET 1)

PROJECT DESCRIPTION

STORM SEWER IMPROVEMENTS THAT INCLUDE CURBS AND GUTTERS, CONSTRUCTION OF UNDERGROUND UTILITIES, UNDERGROUND DRAINAGE PIPES AND STRUCTURES, UNDERCUT STRUCTURAL SURFACED FILL PLACEMENT, BASE COURSE, HOT MIX ASPHALTIC CONCRETE, BRICK AND SURFACE COURSES, PORTLAND CONCRETE PAVEMENT COURSE, PERMANENT PAVEMENT MARKINGS, SIDE WALKS, WATER MAIN RELOCATION, AND SANITARY SEWER MAIN RELOCATION.

MAJOR SOIL DISTURBING ACTIVITIES:

- ASPHALT REMOVAL
- CONSTRUCTION OF STORM SEWER
- UTILITIES RELOCATION

EXISTING CONDITION OF SOIL & VEGETATIVE COVER & % OF EXISTING VEGETATIVE COVER

THE PROJECT SITE IS COMPOSED OF PERGEE GRAVELLY SILT LOAM WITH COMPONENTS OF NKA AND NOARK GRAVELLY SILT LOAM SOILS. PERGEE GRAVELLY SILT LOAM IS CHARACTERIZED AS HYDROLOGIC C COVER. EXISTING VEGETATIVE COVER IS MOSTLY BERMUDA GRASS WITH ESTIMATED 100% VEGETATIVE COVER.

TOTAL PROJECT AREA:

3.99 ACRES

TOTAL AREA TO BE DISTURBED:

1.95 ACRES

WEIGHTED BLANKET COEFFICIENT:

BEFORE CONSTRUCTION: 0.65

AFTER CONSTRUCTION: 0.65

PROJECT LATITUDE & LONGITUDE

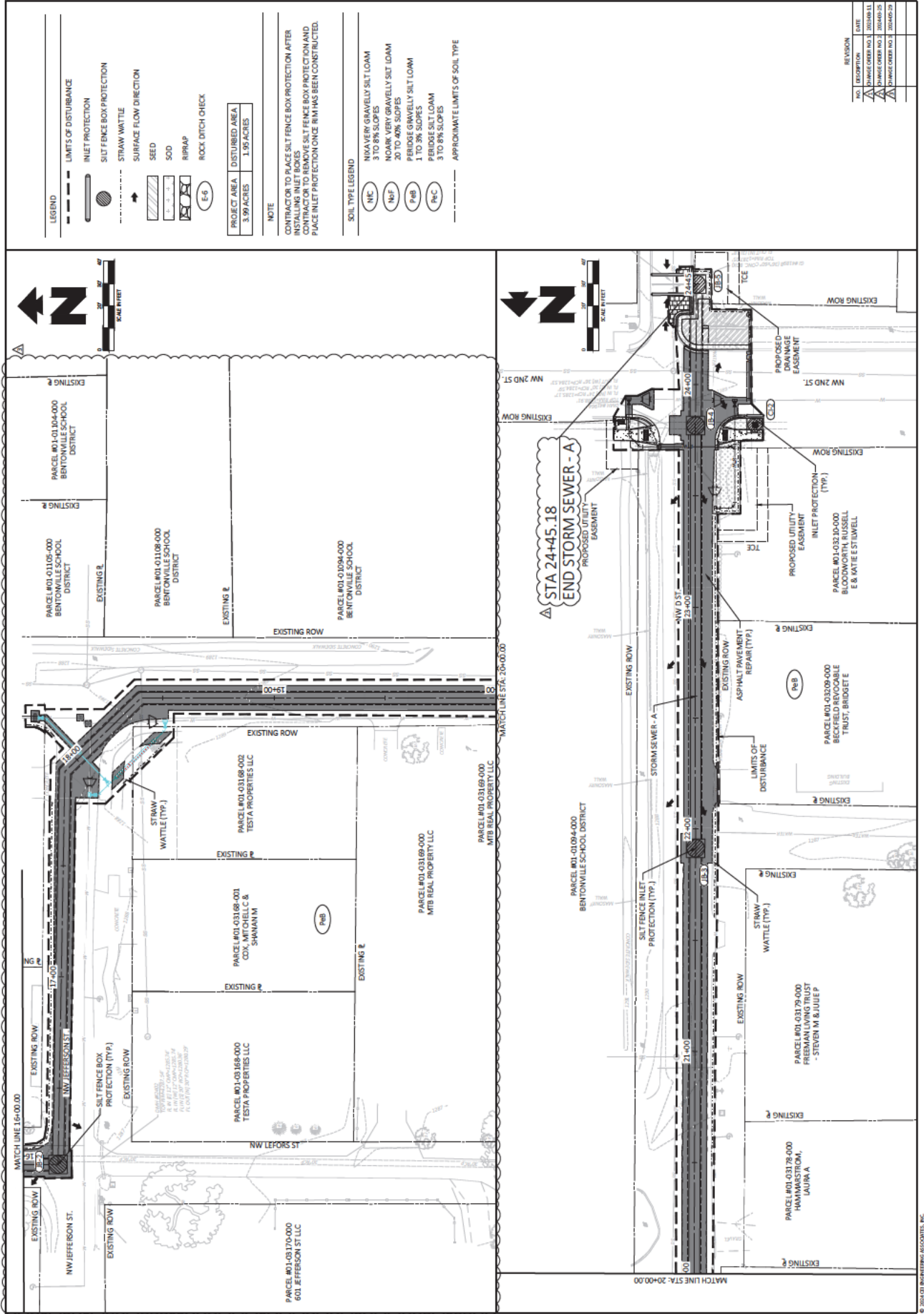
STORM SEWER - A	LATITUDE: 36° 22' 42.17" N	ENDS - LATITUDE: 36° 22' 22.67" N
PROJECT BEGINS - A	LONGITUDE: 94° 13' 54.31" W	LONGITUDE: 94° 13' 51.37" W
STORM SEWER - B	LATITUDE: 36° 22' 32.46" N	ENDS - LATITUDE: 36° 22' 28.85" N
PROJECT BEGINS - B	LONGITUDE: 94° 13' 02.37" W	LONGITUDE: 94° 13' 02.37" W
STORM SEWER - C	LATITUDE: 36° 22' 32.26" N	ENDS - LATITUDE: 36° 22' 32.26" N
PROJECT BEGINS - C	LONGITUDE: 94° 13' 02.29" W	LONGITUDE: 94° 13' 02.29" W
STORM SEWER - D	LATITUDE: 36° 22' 31.47" N	ENDS - LATITUDE: 36° 22' 31.13" N
PROJECT BEGINS - D	LONGITUDE: 94° 13' 02.29" W	LONGITUDE: 94° 13' 02.29" W

NAME OF RECEIVING WATERS:

THE ULTIMATE RECEIVING WATER OF THE STORM RUNOFF IS BLACK APPLE CREEK WHICH EMPTIES INTO MCKINNON CREEK.

ENDANGERED SPECIES, DESIGNATED CRITICAL HABITAT AND HISTORY PROPERTY:

- US FISH AND WILDLIFE SERVICE HAS SUBMITTED COMMENTS IN ACCORDANCE WITH THE ENDANGERED SPECIES ACT (16 U.S.C. 1531 ET SEQ.). THE FOLLOWING ENDANGERED SPECIES ARE KNOWN TO OCCUR IN BENTON COUNTY: GRAY BAT; INDIANA BAT; CORKY BIG-EARED BAT; AND THE BENTON CAVE CRAYFISH. THE CORKY CAVE CRAYFISH IS A SPECIES LISTED AS THREATENED THAT ALSO OCCURS IN BENTON COUNTY.

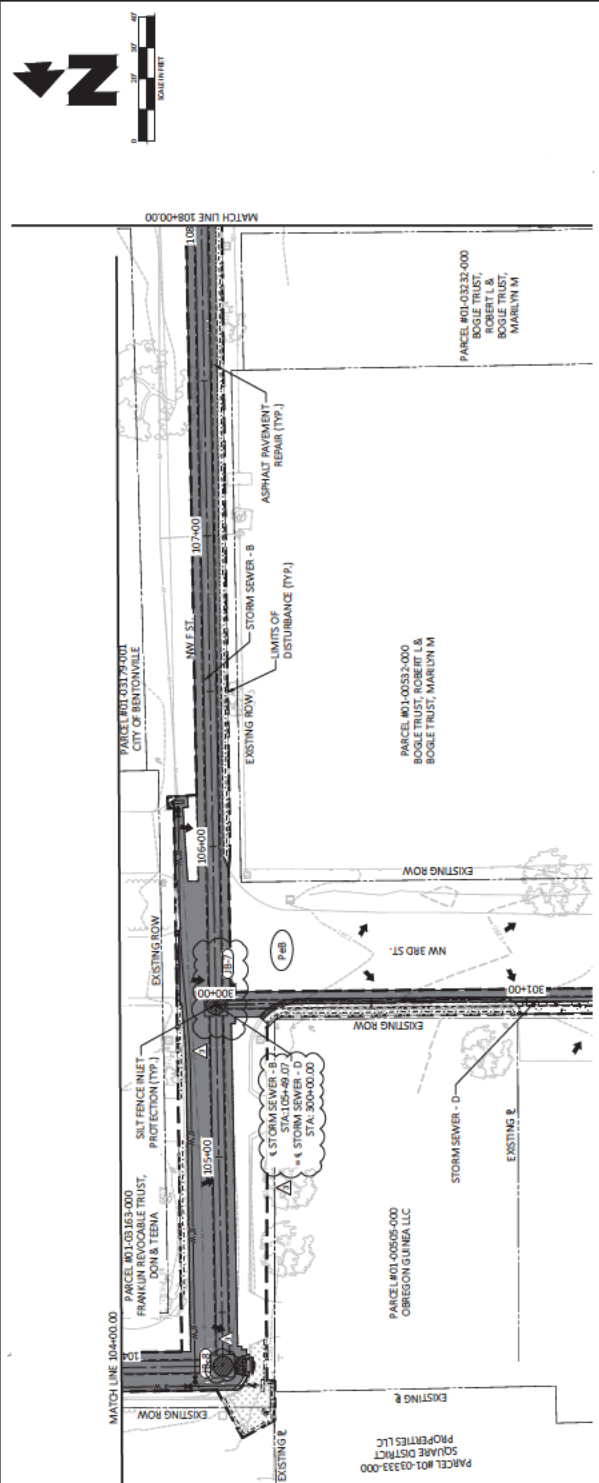
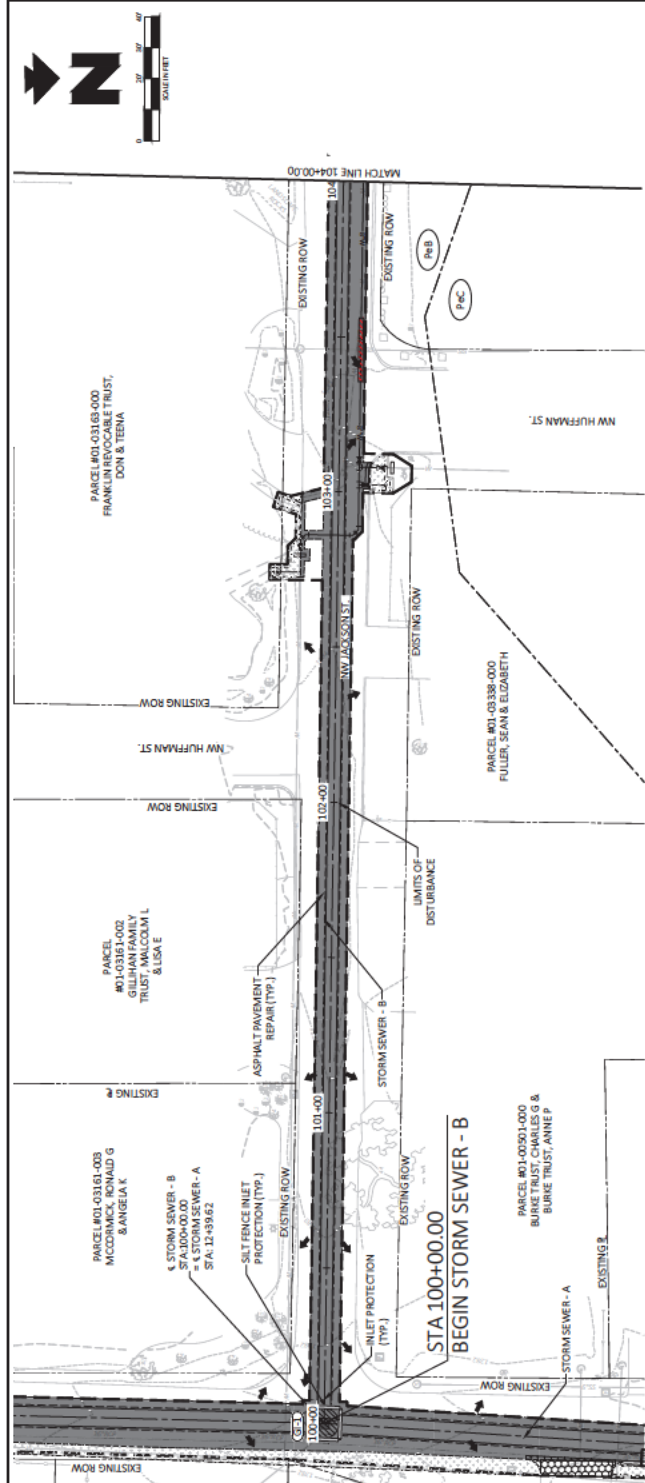




PROFESSIONAL OF RECORD	AK
PROJECT MANAGER	AN
DESIGNER	JR
CEI PROJECT NUMBER	30245
DATE	5/29/2024
REVISION	CO 3
PW22-0010	

EROSION CONTROL
PLAN - 4

19



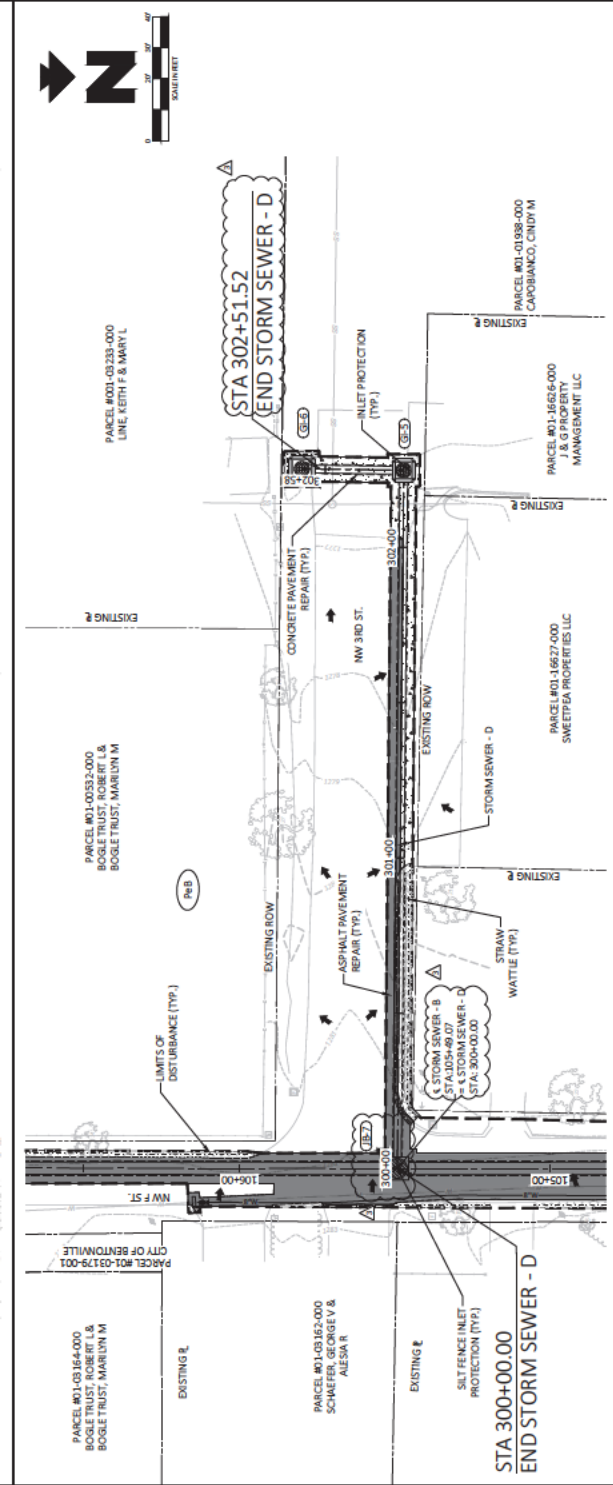
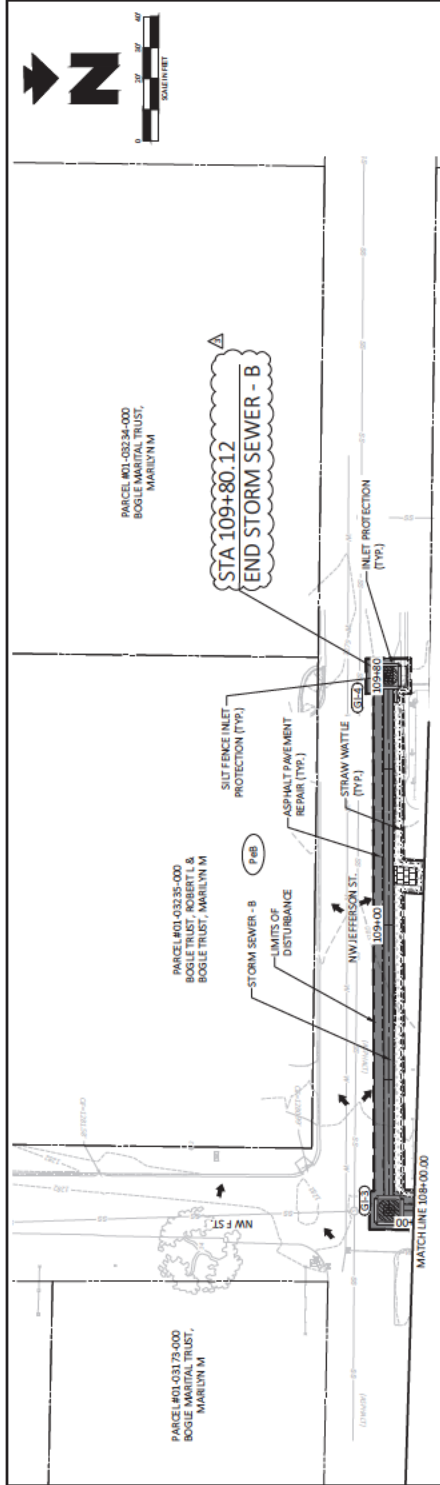
REVISION		
NO	DESCRIPTION	DATE
A	CHANGE ORDER NO. 1	2023-09-11
A	CHANGE ORDER NO. 2	2024-05-25
A	CHANGE ORDER NO. 3	2024-05-29

NO.	DESCRIPTION	REVIEW
1	...	...
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PROJECT NUMBER	AR
DATE	01/20/2024
DESIGNER	DAVID L. SMITH
CD PROJECT NUMBER	01
DATE	01/20/2024
PROJECT NAME	STORM SEWER - D
PROJECT LOCATION	STORM SEWER - D

EROSION CONTROL PLAN - 5	DATE
PROJECT NUMBER	01
DATE	01/20/2024
PROJECT NAME	STORM SEWER - D
PROJECT LOCATION	STORM SEWER - D

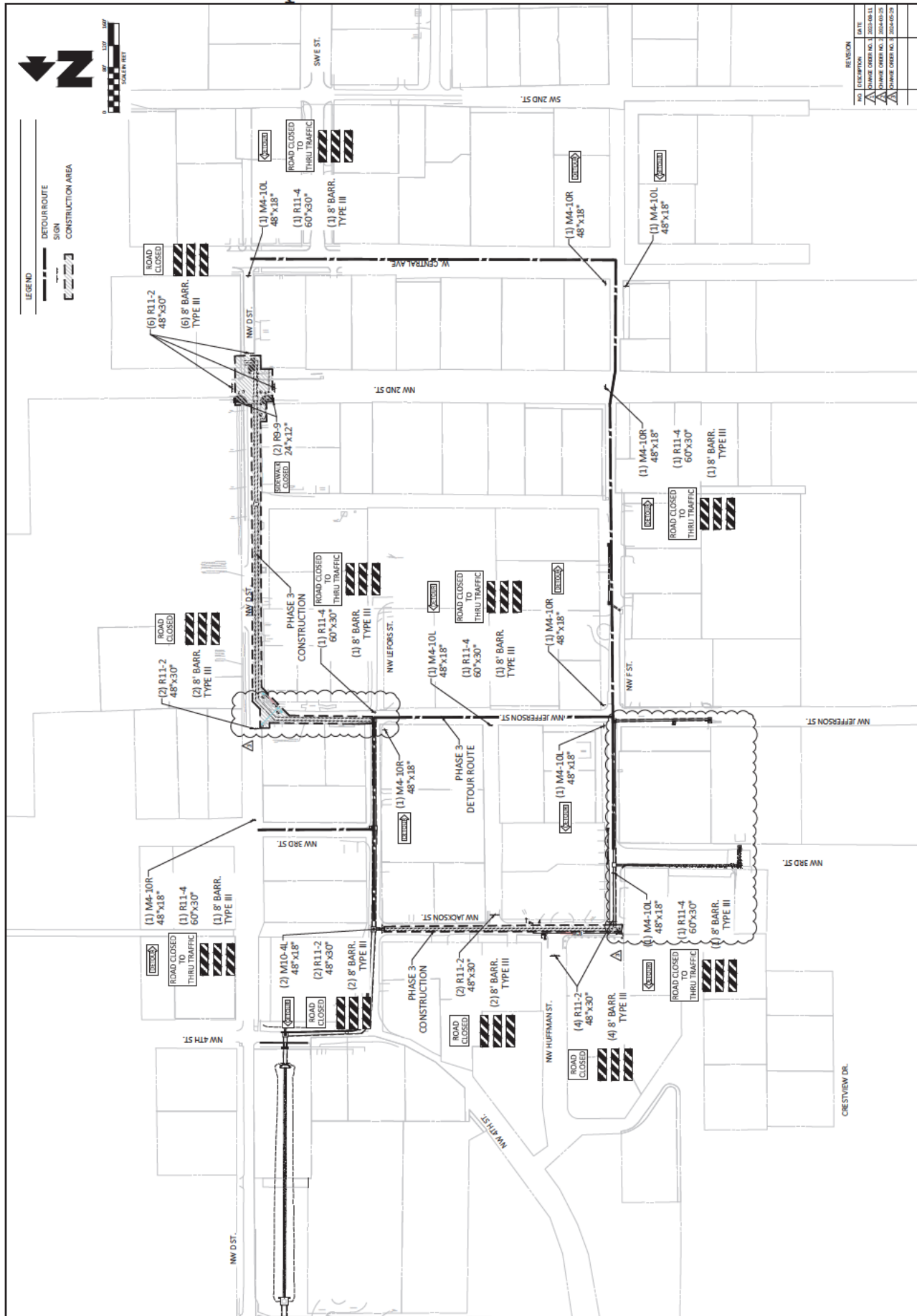


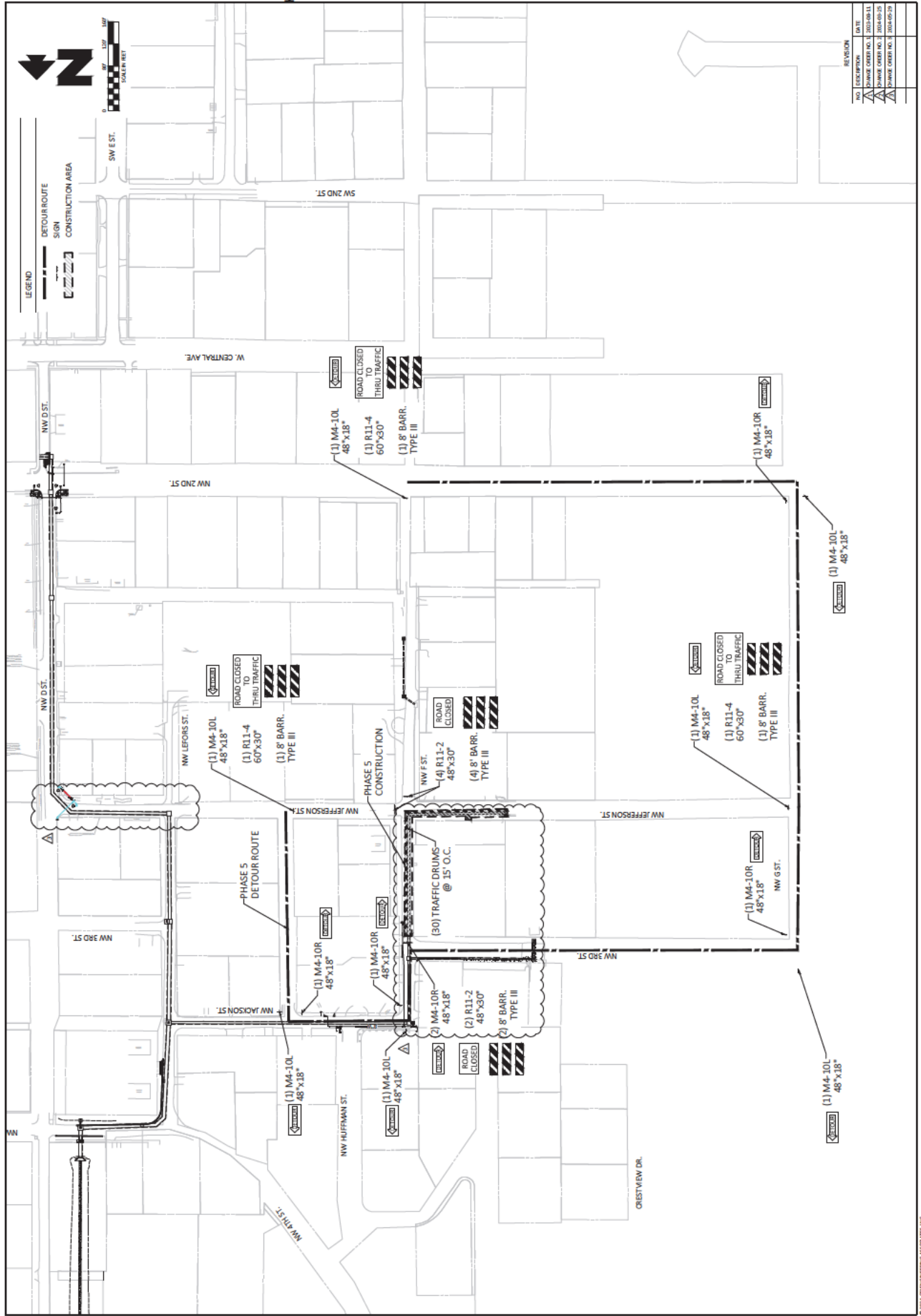
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	01/20/2024
2	CHANGE ORDER NO. 1	01/20/2024
3	CHANGE ORDER NO. 2	01/20/2024
4	CHANGE ORDER NO. 3	01/20/2024



PROFESSIONAL OF RECORD	AK
PROJECT MANAGER	AK
DESIGNER	JR
CED PROJECT NUMBER	30245
DATE	5/29/2024
REVISION	003
FW22-0010	

MAINTENANCE OF TRAFFIC PLAN - PHASE 3







Know what's below.
Call before you dig.

CITY OF BENTONVILLE
NW 9TH AND D STREET
BENTONVILLE, AR

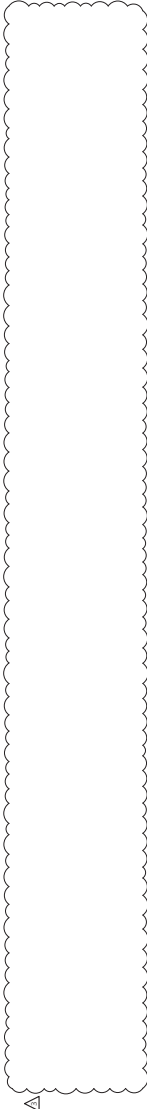


PROFESSIONAL OF RECORD	A.R.
PROJECT MANAGER	AR
DESIGNER	AR
CITY PROJECT NUMBER	2023-08-11
DATE	2023-08-11
PROJECT NUMBER	2023-08-11
PROJECT NAME	2023-08-11
PROJECT LOCATION	2023-08-11
PROJECT STATUS	2023-08-11

QUANTITIES - 2

SHEET 1 OF 1
SHEET NUMBER

27



NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2023-08-11	2023-08-11
2	CHANGE ORDER NO. 2024-03-25	2024-03-25
3	CHANGE ORDER NO. 2024-09-25	2024-09-25

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2023-08-11	2023-08-11
2	CHANGE ORDER NO. 2024-03-25	2024-03-25
3	CHANGE ORDER NO. 2024-09-25	2024-09-25

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2023-08-11	2023-08-11
2	CHANGE ORDER NO. 2024-03-25	2024-03-25
3	CHANGE ORDER NO. 2024-09-25	2024-09-25

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2023-08-11	2023-08-11
2	CHANGE ORDER NO. 2024-03-25	2024-03-25
3	CHANGE ORDER NO. 2024-09-25	2024-09-25

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2023-08-11	2023-08-11
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3	CHANGE ORDER NO. 2024-09-25	2024-09-25

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2023-08-11	2023-08-11
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3	CHANGE ORDER NO. 2024-09-25	2024-09-25

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2023-08-11	2023-08-11
2	CHANGE ORDER NO. 2024-03-25	2024-03-25
3	CHANGE ORDER NO. 2024-09-25	2024-09-25

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2023-08-11	2023-08-11
2	CHANGE ORDER NO. 2024-03-25	2024-03-25
3	CHANGE ORDER NO. 2024-09-25	2024-09-25



PROJECT MANAGER	AW
DESIGNER	JP
CLIENT/PROJECT MANAGER	JE
DATE	10/20/2010
PROJECT NO.	100124010
PROJECT NAME	100124010

SUMMARY OF QUANTITIES

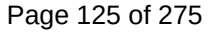
28

SUMMARY OF QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	ITEM NO.	ITEM	UNIT	TOTAL QUANTITY
1	TRENCHING AND EXCAVATION SATISFY SYSTEMS (WATER)	LS	1	79	IN-PART (CLASS 7)	SY	386
2	REMOVAL AND SALVAGE WATER MAIN	LF	122	80	WATTLE COTTON	EA	2410
3	REMOVAL AND SALVAGE WATER METER	EA	1	81	REINFORCED CONCRETE	EA	27
4	8" DUCTILE IRON PIPE	LF	122	82	STIFF FILL PROTECTION	EA	11
5	8" TAPPING SLEEVE & VALVE	EA	5	83	ROCK DITCH CHECK	EA	41
6	8" CAST IRON VALVE	EA	1	84	SEDIMENT REMOVAL & DISPOSAL	CY	41
7	8" DUCTILE IRON MANHOLE	EA	1	85	CONCRETE WASHOUT	SY	728
8	DUCTILE IRON MANHOLE	EA	1	86	CONCRETE CURB AND GUTTER (TYPE A 1.6)	LF	138
9	1" SERVICE LINE W/ SINGLE 1/2" METER SET (SHORT SIDE OF STREET)	EA	1	87	CONCRETE SIDEWALK	SY	184
10	1" SERVICE LINE W/ SINGLE 1/2" METER SET (SHORT SIDE OF STREET)	EA	1	88	CONCRETE SIDEWALK	SY	5
11	CRUSHED STONE (ARCOOT CLASS 7) BACKFILL WATER	TON	594	89	STAMPED AND COLORED CONCRETE SIDEWALK	SY	5
12	TRENCHING AND EXCAVATION SATISFY SYSTEMS (SEWER)	LS	1	90	CONCRETE FLUME (4")	EA	2
13	REMOVAL AND DISPOSAL OF SEWER LINE	LF	217	91	WHEEL CHAIR RAMP	EA	1
14	1/2" NON-PIVOT SANITARY SEWER PIP	LF	217	92	REFLECTIVE WHITE BULK SYMBOL	EA	2
15	20" PPE ENCASMENT	LF	30	93	THERMOPLASTIC PAVEMENT MARKING - YELLOW (1/2")	LF	32
16	4" DIA CAST-IN-PLACE MANHOLE 6' DEPTH	EA	1	94	THERMOPLASTIC PAVEMENT MARKING - WHITE (1/2")	LF	12
17	4" DIA CAST-IN-PLACE MANHOLE 6' DEPTH	EA	1	95	THERMOPLASTIC PAVEMENT MARKING - WHITE (1/2")	LF	36
18	4" SEWER SERVICE CONNECTION (SHORT SIDE OF STREET)	EA	2	96	ASPHALT BASE - SURFACE COURSE (CLASS 7.107)	TON	194
19	CRUSHED STONE (ARCOOT CLASS 7) BACKFILL SEWER	TON	31	97	ASPHALT BASE - SURFACE COURSE (CLASS 7.107)	TON	308
20	MODERLIZATION	LS	1	98	P.C. CONCRETE PAVEMENT REPAIR	SY	100
21	CLEARING	STA	39	99	FLARED AND COLORED CONCRETE PAVEMENT REPAIR	SY	13
22	GRUBBING	STA	39	100	OWNER'S CONTINGENCY ALLOWANCE	LS	1
23	CONCRETE AND EXCAVATION SATISFY SYSTEMS (SEWER)	LS	1	101	FLARED END SECTION (18")	EA	1
24	REMOVAL AND DISPOSAL OF ASPHALT PAVEMENT	SY	112	102	HANDRAIL	LF	29
25	REMOVAL AND DISPOSAL OF CONCRETE PAVEMENT	SY	112	103	REMOVAL AND DISPOSAL OF CONCRETE SIDEWALK	EA	1
26	REMOVAL AND DISPOSAL OF ASPHALT DRIVEWAY	SY	9	104	REMOVAL AND DISPOSAL OF MASONRY FIRE BRICK WALL	EA	3
27	REMOVAL AND DISPOSAL OF CONCRETE DRIVEWAY	SY	9	105	REMOVAL AND SALVAGE FIRE HYDRANT	EA	1
28	REMOVAL AND DISPOSAL OF GRAVEL DRIVEWAY	SY	194	106	MASONRY REPAIRING - WALL	EA	5
29	REMOVAL AND DISPOSAL OF CONCRETE SIDEWALK	SY	194	107	ADJUST MANHOLE TO GRADE	EA	1
30	REMOVAL AND DISPOSAL OF CONCRETE SIDEWALK	SY	194	108	ADJUST MANHOLE TO GRADE	EA	1
31	REMOVAL AND DISPOSAL OF CONCRETE CURB AND GUTTER	EA	1	109	CAST IN-PLACE CONCRETE END CAP	EA	1
32	REMOVAL AND DISPOSAL OF PPE CULVERTS	EA	17	110	P.C. CONCRETE PAVEMENT REPAIR	SY	12
33	REMOVAL AND DISPOSAL OF PPE CULVERTS	EA	17	111	8" P.V.C. PIPE	LF	424
34	REMOVAL AND DISPOSAL OF PPE CULVERTS	EA	17	112	16" PPE ENCASMENT	LF	45
35	REMOVAL AND DISPOSAL OF PPE CULVERTS	EA	17	113	16" PPE ENCASMENT	LF	45
36	REMOVAL AND DISPOSAL OF PPE CULVERTS	EA	17	114	16" PPE ENCASMENT	LF	45
37	CONTACTED EXCAVATION	CY	214	115	1" SERVICE LINE W/ DOUBLE 1/2" METER SET (SHORT SIDE OF STREET)	EA	1
38	ASPHALT DRIVEWAY	SY	10	116	CONCRETE ANCHOR COLLAR BLOCK	EA	2
39	1/2" C CONCRETE DRIVEWAY	SY	10	117	CONCRETE BACKFILL FOR STORM SEWER	TON	1205
40	1/2" C CONCRETE DRIVEWAY	SY	10	118	CONCRETE BACKFILL FOR STORM SEWER	TON	1205
41	1/2" C CONCRETE DRIVEWAY	SY	10	119	CONCRETE BACKFILL FOR STORM SEWER	TON	1205
42	1/2" C CONCRETE DRIVEWAY	SY	10	120	8" TAPPING SLEEVE & VALVE	EA	1
43	1/2" C CONCRETE DRIVEWAY	SY	10	121	8" CUT CAP AND ANCHOR COLLAR BLOCK	EA	1
44	1/2" C CONCRETE DRIVEWAY	SY	10	122	REVERSE CURB IN (1/2" x 1/2")	EA	1
45	1/2" C CONCRETE DRIVEWAY	SY	10	123	WAGGON TRUCK	EA	1
46	1/2" C CONCRETE DRIVEWAY	SY	10	124	WAGGON TRUCK	EA	1
47	1/2" C CONCRETE DRIVEWAY	SY	10	125	WAGGON TRUCK	EA	1
48	1/2" C CONCRETE DRIVEWAY	SY	10	126	WAGGON TRUCK	EA	1
49	1/2" C CONCRETE DRIVEWAY	SY	10	127	WAGGON TRUCK	EA	1
50	1/2" C CONCRETE DRIVEWAY	SY	10	128	WAGGON TRUCK	EA	1
51	1/2" C CONCRETE DRIVEWAY	SY	10	129	WAGGON TRUCK	EA	1
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72	1/2" C CONCRETE DRIVEWAY	SY	10	150	WAGGON TRUCK	EA	1
73	1/2" C CONCRETE DRIVEWAY	SY	10	151	WAGGON TRUCK	EA	1
74	1/2" C CONCRETE DRIVEWAY	SY	10	152	WAGGON TRUCK	EA	1
75	1/2" C CONCRETE DRIVEWAY	SY	10	153	WAGGON TRUCK	EA	1
76	1/2" C CONCRETE DRIVEWAY	SY	10	154	WAGGON TRUCK	EA	1
77	1/2" C CONCRETE DRIVEWAY	SY	10	155	WAGGON TRUCK	EA	1
78	1/2" C CONCRETE DRIVEWAY	SY	10	156	WAGGON TRUCK	EA	1

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 1	2013-08-11
2	CHANGE ORDER NO. 2	2014-03-21
3	CHANGE ORDER NO. 3	2014-03-21

28







PROJECT NAME	RECORD
PROJECT NUMBER	40
DESIGNER	CEI
CLIENT NAME	BENTONVILLE
DATE	07/20/2010
BY	CEI

POST-DEVELOPMENT
 DRAINAGE MAP

NO.	DESCRIPTION	DATE
1	CHANGE ORDER NO. 2014-09-11	2014-09-11
2	CHANGE ORDER NO. 2014-09-25	2014-09-25
3	CHANGE ORDER NO. 2014-09-25	2014-09-25





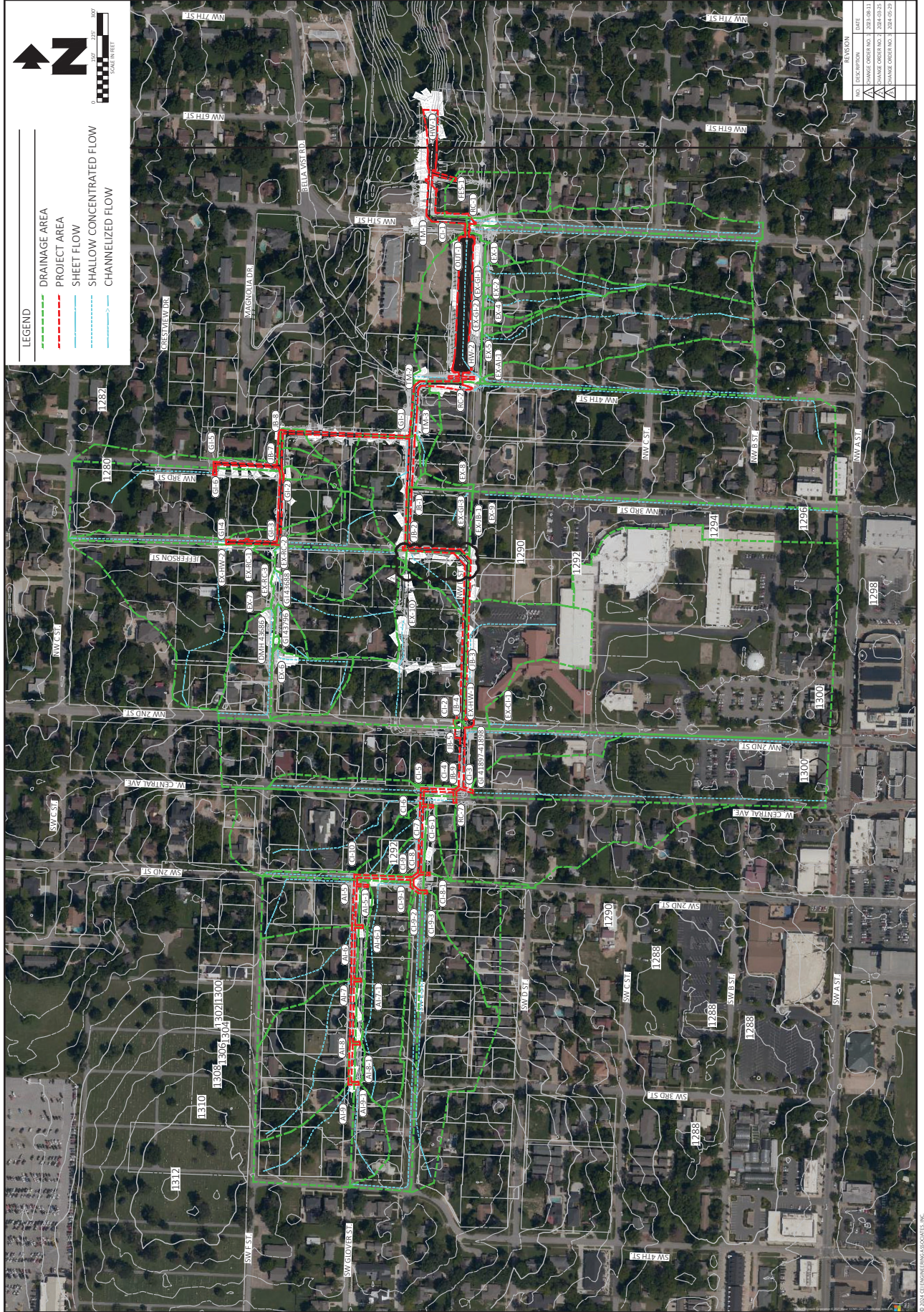

LEGEND



LIMITS OF POST-DEVELOPED CONTRIBUTING DRAINAGE AREA



LIMITS OF CONCENTRATION PATH





CEI ENGINEERING ASSOCIATES, INC.
BENTONVILLE, AR 72712
TEL: (479) 773-2722
FAX: (479) 773-2844



Know what's below.
Call before you dig.



NO.	DATE	REVISION
1	08/12/2010	ISSUED FOR PERMIT
2	08/12/2010	CHANGE ORDER NO. 204-02-10

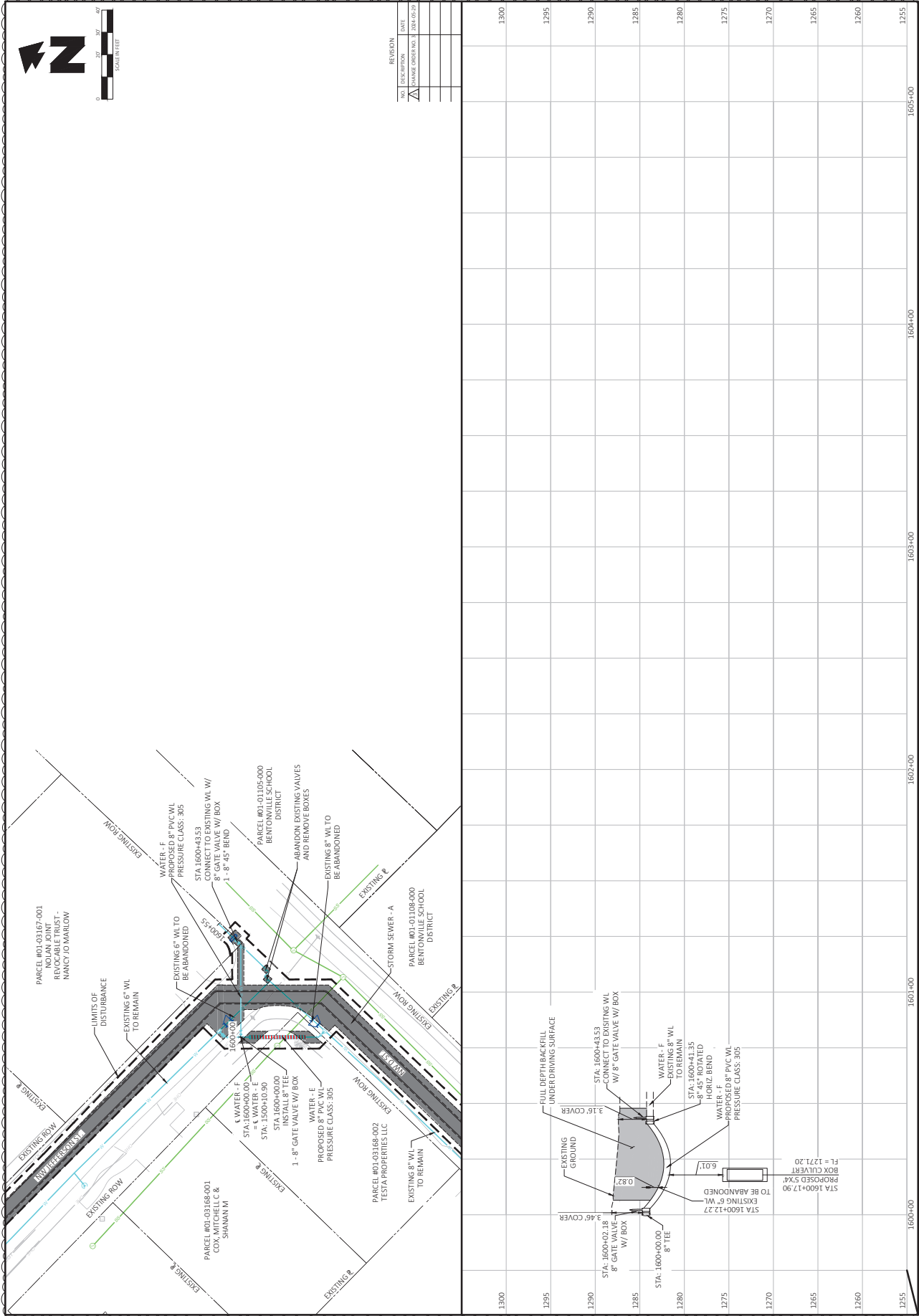
CITY OF BENTONVILLE
NW 9TH AND D STREET
BENTONVILLE, AR



PROJECT MANAGER	DATE
DESIGNER	DATE
CITY PROJECT NUMBER	DATE
PROJECT NUMBER	DATE
PROJECT NAME	DATE
PROJECT LOCATION	DATE

WATER PLAN &
PROFILE - 6

45B





Bentonville, Arkansas
NW 9th St. & D St.
CEI Project No. 32245
(MUNIS# 21EN0009)



Opinion of Cost - Phase 1 - Hook St. to NW 2nd St.; 3rd St. to Jefferson St. - Cost Change 3
May 30, 2024

CEI Engineering Associates, Inc.

Item		Unit	Quantity Change	Unit Price	Cost Change
Water Relocation					
	Removal and Disposal of Water Line	LF	8	\$223.00	\$1,784.00
	Remove and Salvage Water Meter	EA	1	\$1,150.00	\$1,150.00
	8" Tapping Sleeve & Valve	EA	2	\$7,525.00	\$15,050.00
	8" Gate Valve	EA	2	\$3,300.00	\$6,600.00
	8" Cut, Cap and Anchor Collar Block	EA	2	\$4,450.00	\$8,900.00
	Ductile Iron MJ Fittings	LB	315	\$38.00	\$11,970.00
	1" Service Line W/ Single 5/8" Meter Set (Long Side of Street)	EA	1	\$3,175.00	\$3,175.00
	Crushed Stone (ArDOT Class 7) Backfill (Water)	TON	41	\$38.00	\$1,558.00
Estimated Water Subtotal					\$ 50,187.00
Drainage Construction					
	Removal and Disposal of Asphalt Pavement	SY	182	\$15.00	\$2,730.00
	Removal and Disposal of Concrete Driveway	SY	-45	\$61.00	-\$2,745.00
	Removal and Disposal of Concrete Sidewalk	SY	-13	\$12.00	-\$156.00
	Removal and Disposal of Concrete Curb And Gutter	LF	-70	\$8.00	-\$560.00
	Removal and Disposal of Pipe Culverts	EA	-3	\$1,050.00	-\$3,150.00
	Remove and Relocate Sign	EA	-1	\$750.00	-\$750.00
	Unclassified Excavation	CY	-1	\$30.00	-\$30.00
	Compacted Embankment	CY	-4	\$38.00	-\$152.00
	P.C. Concrete Driveway	SY	-57	\$160.00	-\$9,120.00
	18" Reinforced Concrete Pipe, Class III	LF	-3	\$185.00	-\$555.00
	48" Reinforced Concrete Pipe, Class III	LF	-1	\$420.00	-\$420.00
	30" Reinforced Concrete Pipe, Class IV	LF	6	\$290.00	\$1,740.00
	5'X4' Reinforced Concrete Box Culvert, Class III	LF	-11	\$940.00	-\$10,340.00
	Area Inlets (4'X4')	EA	-1	\$12,500.00	-\$12,500.00
	Reverse Curb Inlets (6'X6')	EA	-1	\$25,000.00	-\$25,000.00
	Type TM Inlets (4'x4')	EA	-1	\$12,750.00	-\$12,750.00
	Grate Inlets (6'X6')	EA	-1	\$25,000.00	-\$25,000.00
	Type E Junction Boxes (6'X6')	EA	1	\$22,000.00	\$22,000.00
	Crushed Stone (ArDOT Class 7) Backfill for Storm Sewer	TON	97	\$30.00	\$2,910.00
	Seeding	ACRE	-0.01	\$6,000.00	-\$60.00
	Temporary Seeding	ACRE	-0.01	\$5,000.00	-\$50.00
	Lime	TON	-0.02	\$7,500.00	-\$150.00
	Mulch Cover	ACRE	-0.02	\$4,100.00	-\$82.00
	Water	M. GAL	-2	\$325.00	-\$650.00
	Second Seeding	ACRE	-0.01	\$2,100.00	-\$21.00
	Solid Sodding	SY	-234	\$6.00	-\$1,404.00
	Wattle (20")	LF	-90	\$20.00	-\$1,800.00
	Inlet Protection	LF	-63	\$22.00	-\$1,386.00
	Silt Fence Box Protection	EA	-1	\$684.00	-\$684.00
	Sediment Removal & Disposal	CY	-2	\$35.00	-\$70.00
	Concrete Combination Curb and Gutter (Type A 1'-6")	LF	-42	\$50.00	-\$2,100.00
	Concrete Sidewalk	SY	-13	\$115.00	-\$1,495.00
	Asphalt Pavement Repair	SY	206	\$78.00	\$16,068.00
Estimated Drainage Construction Subtotal					-\$67,732.00
Change Order 2 Items					
	6" PVC Pipe	LF	3	\$ 250.00	\$ 750.00
	8" PVC Pipe	LF	117	\$ 285.00	\$ 33,345.00
	16" Pipe Encasement	LF	24	\$ 350.00	\$ 8,400.00
	Granular Backfill for Storm Sewer	TON	1160	\$ 30.00	\$ 34,800.00
Estimated Change Order 2 Items Subtotal					\$ 77,295.00

New Items				
	6" Tapping Sleeve & Valve	EA	1	\$5,400.00
	6" Cut, Cap and Anchor Collar Block	EA	1	\$3,800.00
	Reverse Curb Inlets (4'X4')	EA	1	\$ 18,500.00
	Vacuum Truck	HR	6	\$ 250.00
Estimated New Items Subtotal				\$29,200.00
* Estimated Change Order 3 Total (Water + Sewer + Drainage + New Items)				\$ 88,950.00
Revised Owner's Contingency Allowance				\$ (44,581.46)
Changes to Contract Price				\$ 44,581.46
New Contract Price				\$ 6,573,973.46

* Change Order 3 Total to be partially paid for by Owner's Contingency Allowance = \$44,368.54



*Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management*

2600 NE 11th Street, Suite 300
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

NW 9th and D
NW Jefferson Street Storm Shift
CEI Project No. 32245

Summary of Changes for Plan sheets submitted 4/24/24

- During construction, it was decided to re-route the storm project to avoid the Shuber property and the drainage shifted from going down NW Lefors St, to route East down NW Jefferson St and South down NW D street. The portion of storm that re-routed down NW Jefferson Street was originally placed to be in the southern ditch line of the road. After the plan was sent to Bentonville Electric, CEI was informed that the alignment would not work since there were multiple in line electric poles that would not be able to be relocated. CEI revised the alignment of the storm pipes to run down the center of NW Jefferson Street. Enough clearance is provided from the waterlines and sewerlines to install drainage, however, relocation of the Black Hills Gas line will be necessary, and is currently scheduled to happen in 3 weeks. Reviews requested to finalize this update.

Anna Negrete

Project Manager, Public Works



*Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management*

2600 NE 11th Street, Suite 300
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

NW 9th and D
NW Jefferson Street Storm Shift
CEI Project No. 32245

Summary of Changes for Plan sheets submitted 5/30/24

- Since previously submitted plans (4/24/24) – Updates have been made to incorporate a waterline relocation at Jefferson and D street as the new storm layout could not obtain enough clearance from newly exposed waterline. The size of the inlet at the corner of Jefferson & F street was also updated and a junction box was added at the same location, as well as an inlet removed on F Street.

Anna Negrete

Project Manager, Public Works

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO CHANGE ORDER #3 WITH CROSSLAND HEAVY
CONTRACTORS FOR ADDITIONAL SERVICES ON THE NW 9TH & NW D ST.
PROJECT, IN THE AMOUNT OF FORTY-FOUR THOUSAND FIVE HUNDRED
EIGHTY-ONE DOLLARS AND FORTY-SIX CENTS (\$44,581.46); AND FOR
OTHER PURPOSES.**

WHEREAS, the City of Bentonville previously entered into an agreement with Crossland Heavy Contractors for construction services related to the NW 9th & NW D St. project;

WHEREAS, the City is requesting this change order to include storm infrastructure realignment and a waterline relocation at the corner of NW Jackson and D St.; and

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

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

Section 1: That the Mayor and City Clerk are authorized to enter into Change Order #3 with Crossland Heavy Contractors, for additional services related to the NW 9th and NW D St. project, in the amount of forty-four thousand five hundred eighty-one dollars and forty-six cents (\$44,581.46);

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

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

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Shelli Kerr
Phone:	479-271-6822	For Department(s):	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Extending Expiring Planning Commissioners Terms
Action Recommendation & Justification:	A resolution extending the term of Position 1 and Position 4 on the Planning Commission from expiring on July 1, 2024 to expiring on August 1, 2024. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the severe storm event on May 26, 2024, City staff focused efforts on recovery and clean up which caused a delay in the review process of Planning Commission applications. This one month extension will allow adequate time to finish the process.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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RESOLUTION NO. _____

**A RESOLUTION EXTENDING THE TERM OF POSITION 1
AND POSITION 4 ON PLANNING COMMISSION FROM
EXPIRING ON JULY 1, 2024 TO EXPIRING ON AUGUST 1,
2024; AND FOR OTHER PURPOSES.**

WHEREAS, the terms for Position 1 and Position 4 on Planning Commission expire July 1, 2024;

WHEREAS, Bentonville Municipal Code Sec. 74-21 Vacancies in Office require the mayor to immediately make a nomination to fill the vacancy;

WHEREAS, the major weather event in Bentonville on May 26, 2024, caused a delay in the selection process; and

WHEREAS, the City of Bentonville wishes to extend those terms by one month to allow adequate time to complete the selection process.

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

Section 1: The terms for Position 1 and Position 4 on Planning Commission that expire on July 1, 2024 are hereby extended by one month to August 1, 2024;

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

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

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Mike Bender
Phone:	479-271-3140	For Department(s):	Water Utilities
Email:	mbender@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution amending Professional Services Agreement with Thompson Consulting Services, LLC
Action Recommendation & Justification:	Resolution amending the professional services agreement with Thompson Consulting Services, LLC for Task Order #1, covering post disaster grant management consulting and debris monitoring services, in an amount not to exceed \$2,301,124.80. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The initial engagement for grant management consulting and debris monitoring services was approved for \$200,000.00, which allowed Thompson to mobilize, assess, and determine scope and level of effort required to assist the City. The total of Task Order #1 is \$2,301,124.80, applying the initial \$200,000.00, leaving a net budget adjustment of \$2,101,124.80. Debris monitoring estimate is based on initial volume estimates and contractor's work schedule, equipment, and production.
Amount for Approval:	\$ 2,101,124.80

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101010-43710	Contracts	\$ 2,101,124.80	\$
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):

All work under Task Order #1 will be governed by the professional services agreement signed June 4, 2024.

City of Bentonville, Arkansas

City Hall

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CITY OF BENTONVILLE, ARKANSAS

Purchasing Department 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO AGREEMENT

AGREEMENT FOR: DEBRIS MONITORING AND CONSULTING SERVICES

This Amendment (the “Amendment”), dated _____ is made by the City of Bentonville, Arkansas (“CITY”) and Thompson Consulting Services, LLC (“PROFESSIONAL CONSULTANT”), parties to the Professional Services Agreement, for Debris Monitoring and Consulting Services, dated June 4, 2024 (the “Agreement”).

1. The Original Contract provided for the total cost including all reimbursable expenses to the Professional Consultant shall not exceed \$200,000.00 (two hundred thousand dollars). This allowed the Professional Consultant the ability to mobilize, assess the situation, and determine the scope and level of effort required to assist the City with this event. Debris monitoring estimate is based on initial volume estimates and debris contractor's work schedule, equipment, and production.
2. The Agreement is Amended as Follows:
 - a. The total cost including all reimbursable expenses to the Professional Consultant shall not exceed \$2,301,124.80 (two million three hundred one thousand one hundred twenty-four dollars and eighty cents).
 - b. The new amended total not to exceed amount of \$2,301,124.80 less the initial contract amount of \$200,000.00 applied to the services already provided leaves a net budget adjustment of \$2,101,124.80 (two million one hundred one thousand one hundred twenty-four dollars and eighty cents).
 - c. This Amendment shall be effective immediately upon execution of this Amendment by the Parties.
3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____

Name (printed): Stephanie Orman, Mayor

Company Name

BY: _____

Name(printed): _____

Title: _____



June 18, 2024

Mike Bender
Water Utilities Director
City of Bentonville
1000 SW 14th Street
Bentonville, AR 72712

Electronically submitted to: mbender@bentonvillear.com

RE: **Post Disaster Grant Management Consulting and Debris Monitoring Services | Task Order #1**

Dear Mr. Bender,

Thompson Consulting Services (Thompson) is pleased to submit the following scope and budget to provide Federal Emergency Management Agency (FEMA) Public Assistance (PA) grant management consulting and debris monitoring services to the City of Bentonville, Arkansas (City) in accordance with our existing HGCA contract. The scope and budget have been prepared based on Thompson's current understanding of the City's damage listing for FEMA DR-4788-AR and the anticipated level of effort to meet debris monitoring requirements. The following tables provide the labor positions, hours, and estimated budget total to provide the City with grant management consulting and debris monitoring services for the period indicated.

Grant Management Consulting

Thompson will assist the City with identifying eligible FEMA PA project costs, preparing project documentation, providing strategy and policy guidance, reporting and closeout efforts, and submitting project documents to FEMA and the State.

Positions	Hourly Rate (\$)	Est. Staff	Avg. Hours per Week	Est. Weeks	Est. Total
Project Manager	\$142.50	1	20	6	\$17,100.00
Senior Grant Management Consultant	\$139.93	2	40	6	\$67,166.40
Grant Management Consultant	\$120.00	2	40	6	\$57,600.00
Grant Management Analyst	\$65.00	2	60	6	\$46,800.00
Est. Subtotal					\$188,666.40

Assumptions to the Estimate

This estimate includes the requested approach of staffing two (2) counts of site inspection teams (teams of two), complete with a written detailed delivery of initial damaged assessment reports including like in-kind cost estimates and any potential hazard mitigation proposals (if applicable). In addition to these efforts, this task order also includes scope and estimated costs for force account reconciliation and validation efforts.

Tasks performed may include:

- **Project Formulation**
 - Force Account Reconciliation
 - Site inspections (as requested)
 - Cost estimating (as requested)
 - Damage description development
 - Project scope of work development
 - Data collection and dissemination
- **Project Management and FEMA Policy Support**
 - FEMA policy guidance
 - FEMA coordination, responses to request for information (RFI)
 - Insurance review (as requested/required)
 - Category Z, management cost support
 - Other related services as requested and necessary

Debris Monitoring Services

Thompson will assist the City monitoring and documenting contracted debris removal activities including the removal of hazardous trees, limbs, and stumps.

Positions	Hourly Rate (\$)	Est. Staff	Avg. Hours per Day	Est. Days	Est. Total
Project Manager	\$98.98	1	14	60	\$83,143.20
Field Supervisor	\$57.82	5	14	60	\$242,844.00
Debris Monitors (Collection)	\$36.26	25	13	60	\$707,070.00
Debris Monitors (Disposal)	\$36.26	9	13	60	\$254,545.20
Debris Monitors (Bucket Trucks)	\$36.26	20	13	40	\$377,104.00
Debris Monitors (Bucket Trucks) Parks and Trails	\$36.26	10	13	40	\$188,552.00
Data Manager	\$69.00	2	12	60	\$99,360.00
Clerical Assistant	\$30.00	1	12	60	\$21,600.00
Automated Debris Monitoring System	\$3.00	64	12	60	\$138,240.00
Est. Subtotal					\$2,112,458.40

Assumptions to the Estimate

This estimate is based on the current projected operations for the City's debris removal hauler and the following assumptions:

- Estimated working days for ROW operations: 60 days
- Estimated working days for bucket trucks: 40 days

- Estimated contractor crews: 25 collection trucks
- Estimated contractor bucket trucks ROW: 10 crews
- Estimated Contractors Bucket Trucks Parks and Trails: 5 Crews
- Estimated temporary debris management sites and final disposal sites: 3
- Ratio of Field Supervisors to Debris Monitors: 1:10
- Ratios of debris monitors to bucket trucks: 2:1

Task	Est. Subtotal
Grant Management Services	\$188,666.40
Debris Monitoring	\$2,112,458.40
Estimated Total	\$2,301,124.80
Initial Task Order Amount	\$200,000.00
Estimated Amount Expended	\$80,000.00
Estimated Balance Remaining	\$120,000.00
Total Additional Task Order Amount Requested	\$2,181,124.80

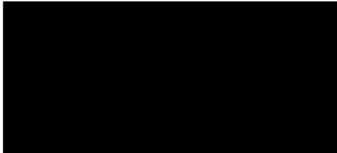
It is Thompson's objective to deliver our services at or below the budget estimate for the period of performance. The City will only be charged for work performed and required by the City, which may include positions and hours which differ from the above estimate. Should the City have additional needs beyond those allowed for in this budget or should it be evident that the above estimate may be exceeded, Thompson will notify the City and request a task order extension.

Thompson is looking forward to assisting the City with its disaster recovery. If you have any questions concerning this letter's proposal, please contact Thompson.

Oliver Yao, Vice President 407.462.0628; oyao@thompsoncs.net

Nate Counsell, Executive Vice President 407.619.2781; ncounsell@thompsoncs.net

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle

President, Thompson Consulting Services

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON CONSULTING SERVICES, LLC; PROVIDING FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED TWO MILLION THREE HUNDRED ONE THOUSAND ONE HUNDRED TWENTY-FOUR DOLLARS AND EIGHTY CENTS (\$2,301,124.80) FOR TASK ORDER #1 WHICH INCLUDES POST DISASTER GRANT MANAGEMENT CONSULTING AND DEBRIS MONITORING SERVICES; AMENDING THE 2024 BUDGET TO FUND SAID AMENDMENT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires additional professional services related to post disaster grant services and debris monitoring;

WHEREAS, Thompson Consulting Services, LLC was previously selected for this service pursuant to the City of Bentonville's selection process in accordance with the City's Purchasing Policy and state law;

WHEREAS, the Purchasing Manager has confirmed that the rates and scope of services for this amendment, match the original cooperative contract; and

WHEREAS, after application of the initially approved two hundred thousand dollars (\$200,000.00) a budget adjustment is needed to fund the remaining two million one hundred one thousand one hundred twenty-four dollars and eighty cents (\$2,101,124.80) for this amendment.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the professional services agreement with Thompson Consulting Services, LLC, for additional services including post disaster grant management consulting and debris monitoring, in a total contract amount not to exceed two million three hundred one thousand one hundred twenty-four dollars and eighty cents (\$2,301,124.80);

Section 2: The 2024 Budget is hereby adjusted to appropriate two million one hundred one thousand one hundred twenty-four dollars and eighty cents (\$2,101,124.80) from General Fund to Account#101010-43710 – Contracts, to fully fund said amendment;

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:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Gary Wilson
Phone:	479-271-3104	For Department(s):	Utility Billing
Email:	gwilson@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	An Ordinance Updating Utility Terms and Conditions of Service
Action Recommendation & Justification:	Request approval of ordinance to update Terms and Conditions of Service. Approved by Utility Board 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The Terms and Conditions of Service were originally adopted in 2004 with only a few changes since then. After twenty years it is necessary to make a changes and clean up some language. This update will be effective September 1, 2024.
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Memorandum

To: City Council
From: Gary Wilson
CC: Mayor Orman

The Utility Billing Department is requesting approval to update our Terms and Conditions of Service. These changes are intended to clarify and revamp a number of processes and clean-up some language.

Key Updates Include:

- 1.2.1 Clarify safe access purposes for City staff to service utility equipment.
- 1.2.6 Clarify that changing responsible party for services can not be changed to avoid paying an outstanding bill or a higher deposit.
- 1.2.7 Ensuring defective conditions are corrected and may be required to bring service up to current code.
- 1.2.10 Clarifies process for water and sewer adjustments.
- 1.2.11 Limiting liability for both customers and the utility to six-months for either an over or under billing.
- 1.3.2 Revamps the Life Support utility account process for delinquencies bringing it more in line with the rules used by investor-owned utilities.

2.1.1 Allows changes without coming into the office and adding the collection of service fees at the same time as the security deposit.

2.1.3 Adds language to ensure the customer or their contractor verifies the metering points meet current codes.

2.1.5 Minor language update.

2.1.7 Primarily clarifies fees will be required if utility service is off for non-payment or if an outage is actually a tripped breaker.

2.1.8 Clarifies the time limit for a customer transferring service to have service simultaneously at two locations.

2.1.10 Updates the earliest time that a service may be disconnected at the customer's request and same day disconnecting service.

2.1.13 Minor language update.

2.2.4 Minor language update.

2.2.8 Update adjustment process to be consistent with 1.2.10 limiting liability for customer and utility.

2.2.7 Minor language update.

2.4.3 Clarifies section also applies to unmetered services.

Definitions section includes some language updates and the removal of the description of several persons.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING REVISED TERMS AND CONDITIONS OF
UTILITY SERVICE FOR THE CITY OF BENTONVILLE, ARKANSAS;
AMENDING ORDINANCE 2004-119; PROVIDING FOR AN EFFECTIVE
DATE; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville previously established terms and conditions of utility service for utility customers, the same having been amended from time to time, most recently pursuant to Ordinance 2004-119; and

WHEREAS, the City is requesting this amendment in order to update the terms and conditions to better address certain matters pertaining to customers.

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

Section 1: That the Terms and Conditions of Utility Service, being attached here as Exhibit "A", should be and the same is hereby adopted in its entirety, and Ordinance 2004-119 is amended to reflect the changes and modification set forth therein;

Section 2 - Effective Date: This Ordinance shall be in full force and effect beginning September 1, 2024;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Exhibit “A”

TERMS AND CONDITIONS OF SERVICE
City of Bentonville, Arkansas

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SECTION I

GENERAL INFORMATION

CHAPTER 1

TERMS AND CONDITIONS OF SERVICE

1.1.1. PURPOSE OF TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service, as approved by the City Council, shall govern all technical aspects for the delivery of the City's utility services and all policies concerning the maintenance of accounts, billing procedures, and credit and collections procedures for those services, and rate schedules pertinent to the various utilities. Revised sections supersede and cancel only those respective portions of previous Terms and Conditions of Service or sections thereof as may be pertinent to the proposed revisions.

1.1.2. APPLICABILITY OF TERMS AND CONDITIONS OF SERVICE

The City does not discriminate in providing services or establishing policy on the basis of race, age, gender, religion, disability, or type of service. These Terms and Conditions of Service and any modifications thereof and additions thereto lawfully made are applicable to all customers receiving utility service from the City and to all standard service agreements and contracts now existing or which may be entered into by the City, and to all rate schedules which from time to time, may be lawfully established.

The City may decline to serve a customer or prospective customer until such customer has complied with the rules and regulations of the Council and any and all applicable federal, state, municipal or other local laws, rules, and regulations.

The City may deny or discontinue service to any customer for noncompliance with these Terms and Conditions of Service where it specifically so provides.

1.1.3. MODIFICATIONS TO TERMS AND CONDITIONS OF SERVICE

The City retains the right to amend these Terms and Conditions of Service or to make additional terms and conditions, as it may deem necessary.

1.1.4. RESPONSIBILITY FOR PREPARATION AND ENFORCEMENT OF TERMS AND CONDITIONS OF SERVICE

The **Manager of each** respective utility has primary responsibility for the preparation, revision, and enforcement of the service rules governing technical requirements associated with each utility.

The Utility Billing and Collections Manager shall have the primary responsibility for enforcement of administrative policies and coordinating general policies related to utility accounts, billing and collections.

CHAPTER 2

GENERAL POLICIES

1.2.1. ACCESS BY CITY'S AUTHORIZED AGENTS

It is not required for authorized City employees to seek permission to enter a customer's property incidental to the supplying of utility service, including among other things for tree trimming and tree removal in utility easements, accessing Utility owned lines, pipes or other utility equipment and for the purpose of reading, maintaining, or servicing meters. If fencing is installed that conflicts with direct access at a service point, a gate shall be installed to allow work to be performed with line of sight of Utility equipment. All authorized agents requiring access to the property of a customer will present identification upon request.

1.2.2. REFUSAL TO PROVIDE ACCESS

Refusal on the part of the customer to provide access for City-authorized purposes after reasonable request shall be deemed to be sufficient cause for discontinuance of service. The customer will be notified by letter, if the premises are deemed inaccessible and will be asked to contact the City within five (5) days to arrange for necessary access. Lack of response from the customer, may result in discontinuance of service without further notice.

1.2.3. METER SEALS

No person, other than an authorized agent of the City acting in an official capacity, shall break the seal on any meter unless lawful authority from the City to do so has been granted.

A licensed electrician that lawfully removes a seal for the purpose of completing necessary repair work, shall return the meter to its original status, whether the meter was on or off, and ensure the meter is properly sealed before they leave the premises.

1.2.4. RIGHT OF SELF-DEFENSE

Authorized City employees and agents may use pepper spray, animal bite sticks or "Dog Dazer" for self-defense, when necessary, in the judgment of the employee.

1.2.5. SPECIAL CONTRACTS AND WHOLESALE CUSTOMERS

The City may require a special long-term contract when a customer's requirements for utility service are unusually large or necessitate a considerable amount of special or reserve equipment. Arrangements for special contracts will be made between the customer and appropriate utility manager. The terms of any special contract shall supersede any language relevant to the terms of the contract as contained in these Terms and Conditions of Service.

1.2.6. DENIAL OF SERVICE

The City reserves the right to deny service to a customer, at any premises, until all delinquent utility billings for prior or current utility services incurred with the City are paid.

The City shall not be required to provide service to a customer who uses an alias, trade name, business name, or the name of another person as a device to escape payment of an unpaid obligation for prior service.

A service agreement shall not be altered or rescinded to avoid paying a deposit or escape payment of an unpaid obligation for prior service of any person or entity listed on the service agreement.

1.2.7. DEFECTIVE CONDITIONS

The City reserves the right to discontinue service to any customer without advance notice when a defective condition of wiring, lines, piping or other equipment upon the premises of the customer results, or is likely to result, in danger of life or property or in interference with proper service to others. Service to the customer will not be resumed until the defective condition has been remedied to the satisfaction of the City and may require the service be brought to the current code requirement. If such defective condition is the result of tampering with City equipment, other sections of these Term and Conditions of Service may also apply.

1.2.8. NON-SEPARATION OF SERVICES

When a customer applies for service at an account where more than one type of utility service is available, the customer assumes responsibility for all City utilities provided at that address, whether or not the customer chooses to utilize those services.

1.2.9. MULTIPLE ELECTRIC SERVICES

A non-residential customer may take electric service at one location under more than one rate schedule, if the services are separately metered, are in compliance with code requirements, and otherwise meet the rules of electric utility service.

1.2.10. WATER LEAKS AND SEWER BACK-UPS

The City will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of water after the same has passed through the meter, nor for defects in the customer's piping as well as sewer back-ups due to defective conditions.

All pipes and fixtures on the customer's side of the meter shall be kept in good repair and free from leaks at the expense of the customer.

Under certain conditions as explained below, the City may adjust the charge for residential **house domestic** and/or irrigation water charges when there has been abnormally large water consumption. First, the conditions that must be met before any adjustment can be considered are outlined. Second, the method of figuring an adjustment is described for those situations that meet the conditions that qualify for an adjustment.

1. **House Domestic** Meter

- a. The conditions for an adjustment of charges on a house meter to be considered are:
 - i. There must be firm evidence of a leak on the customer side of the meter.
 - ii. There must be an invoice from a plumbing company that repaired the leak, OR, for a leak repaired by the customer, a **notarized** letter from the customer stating the date of the leak, date of repair, and the location of the leak along with an invoice for parts.
 - iii. The consumption must exceed the average consumption **for the past six billings** by at least twenty thousand gallons. **The average consumption shall be based off a six-month period before the leak began and preferably during a similar timeframe in a prior year to account for seasonal behaviors. If a six-month period prior to the leak did not occur for that customer, a per-day average will be calculated from two readings taken seven days apart after the repair.**
- b. The procedures for calculating the adjustment of charges on a house meter are:
 - i. The average consumption as calculated above will be billed at the standard City rate.
 - ii. The first five thousand gallons above the average consumption will also be billed at the standard City rate.
 - iii. The next ten thousand gallons will be billed at fifty percent of the standard City rate.
 - iv. The remaining consumption will be billed at the cost of water to the City **plus five percent**.
- c. **If the leak does not cause water to flow into the sewer system, the excess sewer consumption above the average used to calculate the water adjustment shall be credited.**

2. Irrigation Meter

- a. The conditions for an adjustment of charges on an irrigation meter to be considered are:
 - i. The customer must have had service for the past twelve months.

- ii. There must be firm evidence of a leak on the customer side of the meter.
 - iii. There must be an invoice from a plumbing company that repaired the leak, OR, for a leak repaired by the customer, a **notarized** letter from the customer stating the date of the leak, date of repair, **and** the location of the leak **along with an invoice for parts**.
 - iv. Unexplained water loss of at least twenty-five thousand gallons above the average consumption for a representative period, based on factors such as time of year, average of previous season, etc. will be taken into consideration.
- b. The procedure for calculating the adjustment of charges on a irrigation meter are:
- i. The average consumption as calculated above will be billed at the standard City rate.
 - ii. The first ten thousand gallons above the average consumption will also be billed at the standard City rate.
 - iii. The next twenty-five thousand gallons will be billed at fifty percent of the standard City rate.
 - iv. The remaining consumption will be billed the cost of water to the City **plus five percent**.

The Mayor has final authority on any exceptions or disputes regarding this policy.

1.2.11. LIMITATION OF LIABILITY

In the event of a under or over billing of any services, the allowable time frame for adjustment will be limited to the prior six months. Water leak adjustments will be limited to repairs made during the prior six months.

1.2.12. OPEN RECORDS

Personal information collected for the purpose of identifying a person's true identity and for collection purposes shall not be made public under a Freedom of Information request. Persons requesting information other than the customer's name and service and/or mailing address will need to complete a request for record inspection/copy (APPENDICES: Request for Record Inspection) and submit it to the City Attorney/ Staff Attorney for approval before such information will be released.

CHAPTER 3

SPECIAL PROGRAMS

1.3.1 AVERAGE BILLING PROGRAM

For customers who wish to pay average monthly payments over the course of a year, the City offers an average billing program, available to customers who have had service at the same location for twelve consecutive months, whose account is not in arrears and completes an Average Billing Agreement with the City (APPENDICIES: Average Billing Program Agreement).

The average monthly payment is recalculated each billing period, using the amounts billed during the previous eleven months, plus the current monthly charges and a percentage of the outstanding balance. The amount due, as shown on the utility bill, will vary each month due to the recalculation using the most recent charges.

Under the terms of the Average Billing Program, if any single payment is late or if a payment is not made, the account will be subject to removal from the program, the account balance becomes due in full, and the account may become subject to disconnection for non-payment.

A customer may elect to be removed from the program at any time. If a customer chooses to be removed from the program, any deferred charges will be due in full immediately.

Termination or transfer of service voids the Average Billing Agreement. Another agreement can not be accepted for residency at a new address until twelve monthly bills showing continuous service at the new address have been issued.

1.3.2 “LIFE SUPPORT” UTILITY ACCOUNTS

The City will maintain a list of customers who submit written evidence that their health would be seriously impaired if electricity or water service were disconnected, due to either outages or non-payment of a utility account. This list is coordinated by the Utility Billing and Collection Department and disseminated to the Electric, Water, Police, Fire and Dispatch Departments, so that the City can expend all necessary efforts to maintain continuity of service to these customers.

A customer may qualify for this category of service by supplying an affidavit certificate from a physician, nurse, nurse practitioner, physician's assistant, or public or private agency providing physical or mental health care services that loss of electricity or water will cause serious impairment to the health of an individual in permanent residence at the account address for which consideration is being requested. Upon receipt of the affidavit and completion of an information sheet that will provide the data necessary for any affected department to properly serve the account, the account will be designated as a "Life Support" account (APPENDICIES: Medical Certification of Need to Maintain Utilities). The completed affidavit will include information pertaining to the duration of the condition. In the interest of properly serving all the customers designated as life support, it is imperative that the customer notify the City as soon as possible following any change in status.

~~Except at the customer's request or due to a verified change in the status of the health of the affected individual, service will not be disconnected for non-payment, unless all reasonable remedies to correct the past due situation have been attempted and failed.~~

Should disconnection for non-payment become necessary, the procedure to be followed for an account qualifying for this consideration is as follows:

- ~~1. A notice is to be mailed to the customer at the same time as all other notices for the customer's billing cycle.~~
- ~~2. Should a customer request additional time to pay their utility bill, a signed extension of up to thirty days may be granted. However, at the end of the extension period the account shall not have any balances in arrears.~~
- ~~3. On the day of disconnection, either the day the account is scheduled for disconnection or the day after the extension was to have been paid, a door notice shall be prepared and placed on the customer's door if they are not at home, reflecting the account is past due and subject to disconnection if payment of the arrears is not received in the utility billing office by 9:00 a.m. the following business day. A copy of the notice shall be maintained in the utility billing office until payment is received. The Mayor or designee shall be notified that there is a "Life Support" customer in danger of being disconnected.~~

- ~~4. If no payment is received by 9:00 a.m. the following business day, approval from the Mayor or designee shall be documented by the Utility Billing and Collection Manager to continue with the disconnection procedure. Once approval is received, a service person is to go to the location and attempt to contact the customer. If no one answers the door, the service person is to continue with the disconnection. If someone does answer the door, the service person, shall attempt to collect the amount in arrears. If the customer is not able to pay the service person, the service person shall allow up to one hour for the customer to make payment at the utility office or for the relocation of the patient.~~
- ~~5. Upon completion of the disconnection, the service person shall notify the Utility Billing and Collection Manager, who will in turn notify the Mayor or designee.~~
- ~~6. Recertification of the medical condition and continued residency of the impaired individual shall be completed yearly. Failure to recertify the medical necessity will cause the customer's account to be removed from the "Life Support" list.~~

1. Notice from a physician, nurse, nurse practitioner, physician's assistant, or public or private agency providing physical or mental health care services in person, by phone, email or letter continues to exist. Upon receipt of notice the health care professional will be notified that an updated certificate will be required within seven days. Validity of notice may be verified by phone.
2. When notified, the utility shall postpone suspension or reconnect services which have been suspended for thirty days or less.
3. The utility must receive the updated certificate within seven days.
4. Service may be suspended if updated certificate is not received within seven days.
5. Upon receipt of the updated certificate, the utility shall notify the customer, in writing, of the receipt of the certificate, the date the certificate was received, the date the postponement of suspension or reconnection of service was commenced, and the date on which the postponement of suspension or reconnection shall expire. The notice shall contain an explanation of the customer's right to renew the certificate. The notice shall specifically state the last day the customer has to renew the certificate. The notice may be delivered by first class mail, email or by delivery to the customer's premises.
6. A customer may renew a certificate one time for up to an additional thirty days. The certificate must be renewed by the customer before the initial thirty day period expires. To renew a current certificate, the customer must provide a new certificate from the medical professional.
7. A utility is not required to accept more than one medical certificate per household each year. A renewal certificate is not a second certificate.

8. Delaying suspension or reconnecting service does not excuse the customer from having to pay for the service.
9. At the conclusion of the postponed or reconnected service period the utility account must have all past due balances paid.
10. Should any past due balances exist the customer shall be notified of the delinquency amount required to maintain service. The notice may be delivered by first class mail, by email or by delivery to the customer's premises.

SECTION II
POLICY MANUAL
FOR UTILITY ACCOUNTS, BILLING, AND COLLECTIONS

CHAPTER 1

SERVICE AGREEMENT AND DEPOSIT

2.1.1. SERVICE AGREEMENT FOR ELECTRIC, WATER, WASTEWATER, IRRIGATION AND SANITATION UTILITIES

1. Responsible Party:

Each customer desiring electricity, water, wastewater, irrigation and/or sanitation service from the City shall complete a service agreement (APPENDICIES: Residential Service Agreement and Commercial Service Agreement) in person at the Utility Billing and Collections office.

~~Should the customer not be in Bentonville or the surrounding area at the time service is required,~~ Several options exist for starting the service without the customer present.

- a. The customer may elect to complete the service agreement by facsimile. Should the customer choose this option, the customer is responsible for transmitting to the Utility Billing and Collections office the signed service agreement and a legible copy of their photo identification. The customer shall follow-up by telephone to complete the deposit process by providing a credit or debit card to pay the required deposit and service fee amounts.
- b. The customer may elect to complete the service agreement by electronic mail. Should the customer choose this option, the customer is responsible for transmitting to the Utility Billing and Collections office the signed service agreement and a legible image of their photo identification. The customer shall follow-up with a phone call to complete the deposit process by providing a credit or debit card to pay the required deposit and service fee amounts.
- c. The customer may elect to have their utility service connected after-hours. The customer is responsible for completing the service agreement and paying any additional deposit amounts by 1:00p.m. the following business day.

3. Information and Identification:

Completion and validation of the agreement is subject to the applicant providing their true name, mailing address, telephone number(s), social security number or other identifying number, employer, next of kin not residing at the same address and such other information as the City may deem necessary in order to ensure the effective billing and collection of each account.

Identification to substantiate the signature of the applicant and proof the applicant is at least eighteen years of age must be presented when the agreement is filed. A legible, valid copy of a lease or bill of sale may be required when a customer is applying for service. Refusal to provide requested information or identification or providing false information may result in denial or termination of service.

4. Deposit, Payments and Fees

Any necessary deposit shall be made at the time the service agreement is filed. Any balances in arrears, along with any fees must also be paid before utility service(s) can be connected.

2.1.2 INSPECTION OF PREMISES

The City may, at its option, inspect the premises prior to final approval of any service agreement. If said premises are in conformance with these Terms and Conditions of Service and all applicable provisions of the City Code, and the service agreement has otherwise been approved, the necessary connections and installations shall be made. However, the service agreement will be deemed not approved, if unacceptable conditions are found at the premises during the inspection. No service connections will be made until all such conditions have been corrected in accordance with all local, state, federal, and other laws, rules, and regulations.

2.1.3 NEW DWELLINGS

A utility account for a new dwelling or business concern shall be established in the name of the contractor whose name appears on the building permits as soon as the Utility Billing and Collection Department is notified a service has been connected at a location. **If new construction, it will be the responsibility of the customer/contractor to contact the respective utility's New Service Coordinator to ensure the metering points align with the current codes.** Service may not be transferred from the contractor to another party until the certificate of occupancy is issued. Once the certificate of occupancy is issued, sewer service, if provided, shall be added to the account.

2.1.4 UNAUTHORIZED SERVICE

If the City leaves utility service(s) connected at a vacant location, it does not constitute consent by the City for use of such service without completion of a service agreement for the service(s). Nor is it permissible for occupants, whether authorized customers or not, to turn on services themselves or to cause service(s) to be turned on by anyone other than City personnel acting in compliance with these Terms and Conditions of Service.

Failure to complete the service agreement process will result in termination of service, in accordance with these policies. Occupants who have used service(s) without completing the required application process, shall be liable to the City for the deposit amount, as well as for payment of bills resulting from usage's, estimated or actual, on all services available to the premises, billed at the prevailing rates. All relevant fees and charges must also be paid prior to any connection or reconnection of service(s) at that or any other premises.

Said occupants will be required to show a lease or bill of sale or other verifiable document showing when occupancy began and will be billed from the reading nearest the commencement date of occupancy. If no such document is available, billing will occur using the last available reading for the previous customer at the premises.

If it appears that metering was bypassed or other evidence of tampering is found, service will be discontinued immediately, without advance notice. Further, the City may estimate usages and bill charges, including charges assessed for damage to City property, together with any other outstanding utility bills, must be paid prior to any connection or reconnection of service at that or any other premises.

2.1.5 TEMPORARY SERVICE

The City may from time to time temporarily install service without requiring a deposit **for the utility account**. Such service will be granted for limited periods of time and only under specific circumstances. Payment for any and all electric, water, wastewater, sanitation and/or any other utilities associated with the location are the responsibility of the customer. This service is available for vacant properties only.

Multi-rental property owners with good credit history with the City, or if a new customer, provide a good credit reference from another utility, may sign a deposit waiver agreement (APPENDICIES: Deposit Waiver Agreement) in lieu of placement of a deposit. The owner must furnish and maintain an updated list of rental properties eligible for such a waiver. It is the obligation of the owner to keep Utility Billing and Collections department notified of changes in rental status of the subject properties.

Multi-residential or commercial units under construction by the same contractor may also qualify. To qualify for this waiver, such owners must have good credit with the City, or if a new customer, provide a good credit reference from another utility, may sign a deposit waiver agreement in lieu of placement of a deposit. The customer must furnish and maintain an updated list of units under construction eligible for such a waiver. It is the obligation of the contractor to keep Utility Billing and Collections department notified of changes in status of the subject properties.

2.1.6 AUTOMATIC TEMPORARY SERVICE

The owner of multiple rental units may elect to enter into an agreement (APPENDICIES: Automatic Temporary Service Agreement) with the City that will automatically place the utilities at predefined locations into the owners name should the tenant request the utilities be taken out of their name. The owner must furnish and maintain an updated list of rental properties eligible for such service. Payment for any and all electric, water, wastewater, sanitation and/or any other utilities associated with the location are the responsibility of the customer.

The term of the agreement is from the date of its execution to the end of the current calendar year. From that date forward the term shall automatically be from January 1 to December 31 of the same year. The agreement shall automatically be renewed on a year to year basis and continue in full force unless terminated by the owner or the City.

This agreement may be terminated by the owner upon thirty days written notice to the City. The City may terminate the agreement should the owner default in the agreement. The following are deemed reasons to declare the owner in default of the agreement:

1. Failure of the owner to pay in full any amounts due and owing for utility service. Disconnection for non-payment shall follow normal procedures as outlined these Terms and Conditions of Service.
2. The owner wrongfully represents ownership of any properties covered by this agreement.
3. The owner allows tenants to reside at a location using service under this agreement.

The City agrees to waive the standard same-day fee, which is charged when a customer requests that service be connected, disconnected and/or reconnected in the same calendar day.

Should a tenant be disconnected for non-payment, the service will be disconnected until payment to reconnect the account is received, the account is closed by the utility billing office, or service at the address is placed into another party's name.

2.1.7 AFTER-HOURS SERVICE

Utility Billing and Collections staff may ~~install~~ connect service for residential customers after normal working hours. The customer will complete an after-hours service agreement (APPENDICIES: After-hours Temporary Service Agreement) and pay any applicable fees at the time service is connected. The customer is then responsible for completing the permanent service agreement and paying all deposit amounts by 1:00 p.m. the following business day. If a customer contacts the Electric Utility generating an outage and it is actually a customer breaker tripped or the customer is off for non-payment but outside of the Utility Billing and Collections hours a service fee shall apply as approved by the Council.

2.1.8 TRANSFER OF SERVICE

Neither the agreement for service, nor the associated deposit is transferable from one person to another. Service at a new location for a customer moving within Bentonville may be established by transfer of the current deposit. The transfer can only be made by the responsible person listed on the account.

Service will not be connected if, on the date for which a connection is requested, there exists or will exist any past due balance on any current or prior utility accounts.

If an overlap of services for longer than fifteen days occurs, a standard deposit will be required.

2.1.9 RESPONSIBILITY FOR CHANGES IN SERVICE

It is the responsibility of the customer to notify the City of any changes in occupancy that will affect the billing and/or service of the customer. Changes may be requested in person, by telephone, or in writing. However, the City will not be responsible for any error or omission in account changes if the requests for change are not made in writing. For requests necessitating connection of service, the customer must contact the City and may be required to complete a new service agreement and tender a new deposit in accordance with these terms.

2.1.10 TERMINATION OF SERVICE

When a customer elects to terminate service, it is the responsibility of the customer to notify the City as to the day such termination is desired. The City may disconnect service at any time after ~~8:00~~ 7:00 a.m. on the day for which the disconnection is requested. ~~If the customer requests service to be terminated the same day they contact the City, a same day service fee will be assessed to the account.~~ Customers must request a termination in service at least one business day prior to the requested date.

The City will read the appropriate meter(s) on the requested termination date and disconnect the service. A final bill will be prepared as a result of the final reading(s) and mailed to the current or forwarding address of record. Any outstanding security deposit will be applied to the final bill.

If service has been disconnected according to a customer's request and the customer then requests the service reconnected for any reason, the customer must present verification the reconnection is duly authorized by the responsible party for the account. All appropriate fees must be paid and a new disconnection date scheduled before service will be reconnected.

2.1.11 APPLICABILITY OF UTILITY DEPOSITS

Every potential customer requesting utility service from the City may be required to make a deposit with the City. A deposit may be made for every completed service agreement and for each separate premises, except as may be otherwise specified in these terms and conditions.

In the event a customer discontinues service or the account is otherwise closed, the deposit will be credited to the customer's account in the amount of the outstanding deposit. A potential refund shall not be used in lieu of tendering a new deposit for service at a new City address, except as may be otherwise specified in these terms and conditions. If a meter or meters located on the premises are damaged in any way, except by ordinary wear and tear, as ascertained by the appropriate utility manager, the whole of the deposit or as much thereof as is necessary to pay for repair of damages shall be deducted from the deposit before any refund is made.

2.1.12 AMOUNT OF DEPOSITS

1. Residential:

For the purpose of guaranteeing payment of the final utility billing, a residential deposit may be required at the time the service agreement is completed, and before service is installed. The amount of such deposit shall be determined according to the current deposit schedule (SECTION IV: Rate and Fee Schedules).

5. Commercial:

Deposits for commercial and business establishments shall be determined on the currently approved deposit schedule (SECTION IV: Rate and Fee Schedules).

After twelve months of service, a commercial/business establishment may request that the amount of deposit be reviewed and adjusted to an amount determined to be the actual average utility bill for the most recent twelve months of service. Such adjustment may result in an increase or decrease to the existing deposit. However, if payments have been late more than once in the previous twelve months no decrease in deposit amount will be made.

2.1.13 REFUNDING DEPOSITS

After at least twelve months of continuous account history with the City and no ~~more than two~~ late payments during the most recent twelve months the deposit shall be credited toward the utility account the deposit is associated with. Should the refunded deposit cause a credit balance, the credit balance shall be carried over to the next billing. No refund checks will be issued for credit balances on accounts that remain active.

Should an account that has previously had their deposit refunded, have more than two late payments in a twelve-month period, a new deposit ~~shall~~ **may** be required. This deposit will be held for at least another twelve months or until the criteria for a deposit to be refunded is again met.

If a customer elects to transfer service to another location from a location that has had their deposit refunded for good credit, they will not be required to make a new deposit for the new location. However, if the customer at any time exceeds two late payments in a twelve-month period, they will be required to post a deposit. This deposit will be held for at least another twelve months or until the criteria for a deposit to be refunded is again met.

When a utility account is closed, all outstanding deposits associated with that account shall be credited toward the final utility bill. Any balances remaining will be sent to the customer, however, a check will not be issued for any balances less than one dollar.

2.1.14 DEPOSIT-EXEMPT STATUS

Federal, state, county, municipal agencies and public schools shall be exempt from posting deposits with the City.

2.1.15 UNCLAIMED MONEY

If a deposit refund check is returned to the City, all reasonable attempts will be made to contact the customer. If the check cannot be delivered, the Utility Billing and Collection staff shall attempt to locate another active utility account with the City that is in the customer's name and apply the credit to that account. If there are no other active utility accounts, the check will be handled in accordance with prevailing and applicable State regulations.

If a credit balance should arise on a utility account for any reason, the Utility Billing and Collections staff shall attempt to locate an active utility account in the customer's name. If one is located the credit shall be transferred to that account. If the customer does not have another active utility account, a check will be created and mailed to the most recent address according to the utility billing system. If this check is returned, after all reasonable attempts have been made to contact the customer; the check will be handled in accordance with prevailing and applicable State regulations.

2.1.16 LOST CHECKS

When utility refund checks of any nature have been sent to the last known address of a utility customer, but have not been received by the customer, the City may, at its option and after a reasonable amount of time has elapsed, issue a "stop payment" request to the bank on which the lost check was drawn, and initiate those internal procedures appropriate for reissuing the check. The customer may be responsible for the stop payment charges according to the fee schedule if the customer chooses to request an immediate reissue of the check.

CHAPTER 2

BILLING AND BILLING ADJUSTMENTS

2.2.1. APPLICABILITY OF BILLS

No person shall use any utility service provided by the City without paying for same.

2.2.2 DELIVERY OF UTILITY BILLS

The City may mail a bill for utility services to the address at which service is taken or to other such address as designated by the customer.

Delivery is deemed to have taken place when, according to the City's records, a bill or any notice containing billing or delinquent information has been properly delivered to the U.S. Postal Service.

Failure to receive a duly delivered bill or other notice in no way exempts a customer from liability for payment of any amount due.

2.2.3 READING AND BILLING CYCLES

City meters will typically be read at monthly intervals of not less than twenty-five days and not more than thirty-five days; billing for service will normally be submitted to customers monthly.

Should it not be possible to read meters for each billing period, the City may submit an estimated bill to the customer, based on previous usage and other available information, to be adjusted, as necessary, when the next actual reading is obtained.

2.2.4 BILLING RATES

The City's standard rate schedules (SECTION IV: Rate and Fee Schedules) state the conditions under which each rate for each service is available. They also state the terms or period for which each is established.

Design of the appropriate rate structure shall be the responsibility of the appropriate utility ~~director~~.

2.2.5 PAYMENTS

The City accepts cash, checks, money orders, and credit or debit cards for payment of utilities. Should a customer believe their account has not been properly credited for a payment; the customer should contact the Utility Billing and Collections office immediately. When contacting the City, the customer must have either a receipt or proof such as a canceled check to receive credit

2.2.6 LATE PAYMENTS

If the balance of each monthly bill is not received in the billing office on or before the Due Date, as printed on each bill, a late payment charge shall be added to the current bill. The Due Date shall be no sooner than twenty-one days after the date of the bill, which is the day the bill is mailed.

Each late charge applied to a utility account, whether due to non-payment or late payment, shall cause a late payment indicator to be created within the customer's master utility account record.

2.2.7 TESTING OF METERS

It is the responsibility of the appropriate utility director to maintain all meters related to the appropriate utility in good repair and proper working condition without cost to the customer, except where the customer may become liable, as stated in these Terms and Conditions of Service. All meters, whether electric or water, shall be inspected and tested as often as deemed necessary and sufficient by the City in order to insure their good working condition and accurate calibration. The City may replace any meter, at any time, at its option.

The City will test the accuracy of any customer's electric and/or water meter after receipt of a written request (APPENDICIES: Request for Meter Test) from the customer and prepayment of the stipulated meter test fee. The customer may request to be present, during normal working hours, when the meter is tested. Further, the customer may, at the customer's option and own expense, have an expert or other representative present at the time of the test.

If the tested meter is found to be more than two percent incorrect, causing the customer to be over billed, the City shall credit the meter test fee, correct the billing as set for the in these Terms and Conditions of Service, and shall replace or adjust the meter. In the case where the tested meter is found to be more than two percent incorrect, causing the customer to be under billed, the City shall not credit the meter test fee, however it will correct the billing as set for the in these Terms and Conditions of Service, and shall replace or adjust the meter.

If the tested meter is found to be within the accuracy limits of two percent, whether slow or fast, the City will not credit the meter test fee, nor make any adjustment to the account's billing.

2.2.8 ADJUSTMENT OF BILLS

If the results of any meter test, whether requested by the customer or performed at the option of the City, show that a meter registers inaccurately by more than two percent, fast or slow, the City will correct the customer's utility billing, using the percent of error as the factor for calculating adjustments:

1. Fast Meters: The City shall credit to the customer's account the amount overcharged during the previous billing periods, not to exceed ~~thirty~~ six months.
2. Slow Meters: The City may charge for the services(s) consumed, but not included in bills previously rendered, for a period not to exceed ~~thirty~~ six months.
3. Clerical/Technical Errors, Adverse to the City: If a meter or account record is found to have an incorrect register, connection, multiplier, or constant, or if a meter is found not to register or to have been registering intermittently for any period, or if a clerical error of any nature has been made on the account, the error shall be corrected and the account adjusted. Billable usage may be estimated based on such information as is available from the City's records and as is deemed reasonable in comparison to previous usage at the same account or similar usages at comparable accounts.
4. Clerical/Technical Errors, Adverse to the Customer: When the error is adverse to the customer, a credit adjustment will be made to the account for the amount charged due to incorrect metering or due to errors in billing calculations for the period of time that the bills were in error, but not to exceed ~~thirty~~ six months. When the error is adverse to the City, the City may charge the customer the undercharge for the utility service incorrectly metered or billed for the period of time that the bills were in error, but not to exceed ~~thirty~~ six months.
5. For sanitation charges, should a pick-up not occur due to weather conditions or holiday schedule, no adjustment will be made to the customer's account.
6. Minimum Adjustment: No billing adjustment will be made where the full amount of the adjustment is less than \$1.00.
7. Payment of retroactive Billing: The City may accept installment payments for account adjustments issued due to meter, billing, or technical errors. The maximum period of time for such installment payments to be spread may equal, at the discretion of the Billing and Collections Manager, the same amount of time over which the error existed, but not to exceed ~~thirty~~ six months.
8. Objections to Retroactive Billing: If the customer should object to retroactive billing, the objection should be made in writing to the Billing and Collections Manager on or before the due date specified for payment of the retroactive billing. Non-payment of the disputed amount will not cause the account to be subject to disconnection; however, the maximum objection period is limited to three months. Thereafter, the account may become subject to disconnection, even if the dispute is unresolved.
9. Payment During Dispute: During the period of dispute, applicable minimum charges and all properly billed subsequent charges shall be due and payable on each respective due date. Service will become subject to disconnection, if current charges become delinquent, even if resolution of the disputed amount is still pending.

10. Routine Testing: These procedures shall not apply to routine testing and/or replacement of meters.

CHAPTER 3

CREDIT AND COLLECTIONS POLICIES

2.3.1. DELINQUENT ACCOUNTS

Charges for utility service shall be due and payable monthly on such dates as determined by the City's Billing and Collection Department. Each customer's monthly bill shall have printed thereon the date on which payment is due in full. If a monthly bill is not paid by the indicated date, a late payment charge is assessed and the account is delinquent and becomes subject to disconnection.

2.3.2. NOTIFICATION OF DISCONTINUATION OF SERVICE

In the case of disconnection of service due to non-payment of account, the following procedures shall apply, except as otherwise provided for in these policies:

A written notice stating the amount that must be paid in order to avoid discontinuation of service shall be sent, by mail, to the mailing address of the customer, as shown on City records. The notice shall be delivered to the postal service at least five business days prior to the disconnection date shown on the notice.

2.3.3. DISCONNECTION OF SERVICE

1. Disconnects with Prior Notice

The City may discontinue utility service to a customer for reasons set forth below, as long as notice of impending discontinuation of service has been delivered to the postal service. Failure to accept or acknowledge notification shall not be cause for delay of the disconnection. Disconnection may take place anytime during normal working hours on or after the day designated for disconnection.

- a. Non-payment of any bill, or any portion of a bill, properly rendered by the City to the customer at any premises for any utility service.
- b. Refusal by the customer to provide reasonable access for City personnel to read, service, or otherwise maintain City equipment located on the customer's premises, in accordance with these policies.
- c. Violation of or non-compliance with an approved rule of service of the City, including these Terms and Conditions of Service.
- d. Violation of or non-compliance with any rule or regulation of any applicable federal, state, municipal, or other local laws, rules, or regulations.
- e. Failure by the customer to complete a service agreement or furnish a deposit.

- f. Failure by the customer to complete a service agreement in the true name of the customer.
 - g. Checks or bank drafts returned by a bank unpaid for any reason.
6. Disconnects with Simultaneous Notice

The City may discontinue utility service without advance notice to a customer for any of the reasons set forth below. However, notice will be posted at the premises at the time of discontinuation of service, indicating the reason for disconnection.

- a. Existence of a dangerous or defective condition of wiring, plumbing, or utility-related equipment on the customer's premises.
 - b. Fraudulent use of service.
 - c. Tampering with the City's regulating and measuring equipment or other property.
7. Disconnects without Notice

Under the following conditions, utility service may be disconnected without notification, either prior or at the time of disconnection. Notice of the original disconnection date will have been made in writing at the time that the related agreement was signed, a copy of which was then given to the customer.

- a. Expiration of a Temporary Service Agreement
- b. Failure to comply with the terms of a Utility Payment Extension Agreement.

2.3.4. EXTENSION OF TIME TO PAY

If a customer is unable to pay an outstanding amount on a utility bill and is in danger of service being disconnected, the customer may request an extension of up to fourteen calendar days to pay the account provided a Utility Payment Extension Agreement is completed and signed. The extension agreement (APPENDICIES: Utility Payment Extension Agreement) shall include the complete amount past due.

Extension agreements are available to customers only once every three months for a maximum of four times in a twelve-month period. Failure to comply with the terms of any extension agreement will result in disconnection of service without further notice. The customer will not be eligible for any additional extensions for twelve months following a broken extension.

2.3.5. DISHONORED CHECKS AND DRAFTS

In the event a customer should offer for payment for any utility bill, deposit, fee, or portion thereof, by means of a check or bank draft which is not honored by the payer's bank for any reason, a returned check service charge shall be charged.

Notification shall be sent to the customer's mailing address that a check or draft has been returned unpaid by the bank. The notice shall state the customer has five business days from the date of the letter to replace the check and pay all fees associated with the dishonored check. Failure to replace the dishonored check or draft with cash, certified check, cashier's check, or money order by the date indicated shall be disconnected.

In the event that two dishonored checks or drafts have been tendered to the City as payment for utility service within any of the last twelve months, payment by any such customer for the next twelve months of service shall be accepted only when tendered by certified check, cashier's check, money order, or cash.

After the customer is no longer precluded from presenting checks for payment of utility billings, should that customer again have two checks or drafts returned within a twelve month period, payment by any such customer for the next twenty-four months of service shall be accepted only when tendered by certified check, cashier's check, money order, or cash. The third time a customer has two checks or drafts returned within a twelve month period, payment by any such shall be accepted only when tendered by certified check, cashier's check, money order, or cash.

The City reserves the right to contact the payer's bank to insure that sufficient funds are available to cover the amount of any check or draft.

2.3.6. RECONNECTION OF SERVICE

When any utility service has been disconnected, reconnection shall occur only upon certified correction of the condition that caused the disconnection, including payment of the total current account balance, all fees and/or deposits.

2.3.7. SUMMARY OF DISCONNECTION POLICIES

1. Commercial Accounts
 - a. Weather does not affect disconnection.
 - b. Payment of all past due amounts made before 8:00 a.m. the day of disconnection will stop disconnection.
 - c. Returned checks and drafts are to be paid with cash, cashier's check, money order or credit card by the end of the business day indicated on the notice mailed to the customer.

8. Residential Accounts

- a. Service will not be disconnected when weather forecasts indicate that the temperature will fall to thirty-two degrees Fahrenheit or below on the day of disconnection.
- b. Service will not be disconnected when weather forecasts indicate that the temperature will rise to one hundred degrees Fahrenheit or above on the day of disconnection.
- c. Payment of all past due amounts made before 8:00 a.m. the day of disconnection will stop disconnection.
- d. Returned checks and drafts are to be paid with cash cashier's check, money order or credit card by the end of the business day indicated on the notice mailed to the customer.
- e. Service will not be disconnected on the day before any legal holiday.

9. Residential and Commercial Accounts

- a. Once service has been disconnected, payment of the entire balance on the account, together with the appropriate fees and deposits, are required before service will be resumed.
- b. Billing and Collection department staff responding to calls for connections or reconnections will issue a receipt to the customer and record payments taken in the field. Staff shall not make change for a customer. If a customer makes a payment in cash and does not have exact change, the excess amount will be applied toward the account as a payment.
- c. Agreements granting extensions of time for payments on an account must be approved by the Billing and Collections Manager or designated representative.

10. If a designated disconnection date for which proper notice has been given is delayed, service may be disconnected within the next five working days without further notice. If disconnection continues to be delayed, a second notification shall be given, whether by mail or by notice left at the service address.

2.3.8 Emergency Utility Payment Extension Agreement

- A. If a disaster or emergency is declared by the Mayor, the Mayor is given the authority to temporarily waive utility late fees, temporarily suspend utility disconnections for non-payment and implement the extended utility payment agreement policy.
- a. The Mayor shall determine a date through which delinquent utility bills are eligible to be included in an extended utility payment agreement.
 - b. Customers may request an extension of all delinquent utility amounts through the date designated by the mayor.

- c. The extension shall be repaid over two (2) times the number of months the account's delinquent charges consist of.
 - d. Extended utility payment date agreed to by the City and customer shall occur monthly on a specific date.
 - e. Each payment shall be roughly equal in size.
- B. If a utility payment extension agreement is not met as agreed, the following shall apply:
 - a. A notice of failure to meet the extension shall be either emailed to the customer's email address on file or if no email address is on file, a hang tag shall be delivered to the customer's location.
 - b. If an account is sent for disconnection, prior to service being disconnected a customer can stop the disconnection by paying the amount of the missed extension payment with any normal disconnection trip fees.
 - c. If an account is shutoff, the customer can reconnect service by paying the amount of the missed extension payment with the normal disconnection/reconnecting fees, as long as this occurs prior to the account being closed and final billed.
 - d. If an account is closed and final billed, all delinquent balances as well as any deposits are required to reestablish service.

CHAPTER 4

FRAUDULENT USE OF UTILITY SERVICES

2.4.1. CUSTOMER'S RESPONSIBILITY FOR CITY PROPERTY

No person shall deface, damage, or destroy any City property. No regulating or measuring equipment or other property or equipment owned by the City, wherever situated, whether upon the customer's premises or elsewhere, shall be tampered with, removed, worked on, or interfered with, either for the purpose of adjustment or otherwise, except by authorized representatives of the City acting in their official capacity.

The customer shall be responsible for all damage to or loss of City property located on the premises of said customer, unless the damage or loss is proven to be beyond the customer's control. In addition, the customer shall be responsible for any and all costs incurred by the City in the removal, relocation, or modification of the City's property, equipment, or facilities when such removal, relocation, or modification has been necessitated by some act of the customer and results in inaccessibility, danger, or interference with utility service.

2.4.2. RESALE AND/OR SUBMETERING PROHIBITED

Utility service delivered to customers shall be for use upon the premises of the customer only and shall not be resold or delivered for use off the premises of the customer or shared with others. No person shall allow sub-metering for any utility service without express, written authorization and consent by the City. This rule may be waived by special contract with the City.

2.4.3. METERED & UNMETERED SERVICE

It shall be unlawful for any person to receive or use any utility service from the City's distribution and collection systems ~~which has not passed through a meter~~. All meters must meet all City specifications and all the provisions of these Terms and Conditions of Service.

No person shall install piping or wiring or make such connections or attach pipes or wires to service lines in such a manner that service may be obtained without being supplied according to these Terms and Conditions of Service.

2.4.4. EVIDENCE OF UTILITY DIVERSION

Proof of the existence of or an attempt to create any bypass, tampering, or unauthorized metering shall be deemed prima facie evidence that the customer at the premises where such bypass, tampering, or unauthorized metering or an attempt thereof occurred, if it is proved that the customer is an occupant of the premises and that said customer had or controlled access to the meter or other utility equipment where the bypass, tampering, or unauthorized metering or attempt thereof occurred.

2.4.5. TAMPERING WITH SERVICE EQUIPMENT

It shall be unlawful for any unauthorized person to turn on service or otherwise tamper with shut-off devices on City metering equipment in any way, form, or manner.

Tampering, bypassing, or unauthorized use of a meter, which is both subterfuge and a possible safety hazard, shall be grounds for immediate disconnection of service. Notification shall be delivered to the premises at the time of discontinuation of service. Service shall not be reconnected until any and all deficiencies in wiring, connections, meters, or other facilities at the premises have been repaired, corrected, or otherwise altered to conform to the requirements of all applicable ordinances, rules, and regulations.

In addition, all charges and bills, whether current, past due, and/or estimated, must be paid in full before service is restored. The amount of deposit shall be reviewed and shall be subject to change, as if the account were being activated for new service; however, any new deposit amount stipulated as a result of this review shall under no circumstances be less than any currently-existing level of deposit.

2.4.6. PENALTIES FOR UTILITY SERVICE DIVERSION

The City may estimate any and all usage not recorded as a result of tampering, bypassing, and/or unauthorized metering and bill an amount resulting from the estimated calculations. Such estimations may be derived from actual usage for the same account at a time when usage was known to be accurate, or in comparison with any other premises of a similar size or nature, or in accordance with any other method that the Billing and Collections Manager shall deem prudent and reasonable.

SETION III
DEFINITIONS

TERM

DEFINITION

BILLING AND COLLECTIONS
MANAGER

shall mean the party chiefly responsible for, among other duties, ascertaining deposit amounts, assuring the accuracy of account maintenance and timely distribution of utility bills, overseeing credit and collection procedures, and reviewing the activities of the meter reading and utility staff.

BYPASS or BYPASSING

shall mean any wire, cord, socket, pipe, motor, or other instrument, device, or contrivance connected to the electric or water supply system or any part thereof, so as to transmit, supply, or use any electricity or water without the electricity or water passing through an authorized meter for measuring or registering the amount of such electricity or water.

CITY
COUNCIL

~~shall mean the City of Bentonville, Arkansas.~~
shall mean the duly elected body of officials which, among other duties, is chiefly responsible for the development and enactment of the ordinances that govern the affairs of the City of Bentonville, Arkansas.

CUSTOMER

shall mean any person, firm, partnership, corporation, agency, or legal entity, including authorized agents or employees of an owner, who has assumed responsibility for and/or receives utility service of any nature for any given premises.

DIRECTOR OF FINANCE ~~AND~~
~~ADMINISTRATION~~

shall mean the party chiefly responsible for, among other duties, all fiscal record-keeping within the City. The Director of Finance ~~and Administration~~ provides oversight for the Billing and Collections Manager.

~~DIRECTOR OF PUBLIC WORKS~~

~~shall mean the party chiefly responsible for, among other duties, providing oversight to the Electric Utilities Manager, Water Utilities Manager, and the Waste Water Utilities Manager.~~

DWELLING UNIT

shall mean any living unit containing kitchen appliances and facilities used for residential dwelling, either continuously or part-time. A weekend cabin or mobile home is a dwelling unit.

~~ELECTRIC UTILITY MANAGER~~

~~shall mean the party chiefly responsible for, among other duties, all technical aspects of electrical service as provided by the City to its customers.~~

ELECTRICITY

shall mean electric power and energy produced, transmitted, distributed, or furnished by the City.

LEGAL HOLIDAY	shall mean those days declared by the Council to be days on which City offices are not open for business.
METER	shall mean any device or devices, installed and approved for use by the City, used to measure or register electric power and energy or water or waste water consumption
NORMAL WORKING HOURS	shall mean the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, with the exception of legal holidays.
POINT OF DELIVERY	shall mean the point at which the utility supply system of the City connects to the wiring or piping system of the customer.
PREMISES	shall mean any piece of land or real estate or any building or other structure or portion thereof or any facility where any utility service is furnished to a customer, including dwelling units as defined herein.
PRODUCTION COST ADJUSTMENT	shall mean a factor determined by the City of Bentonville and applied to the cost of energy used by the consumer to account for variations in the cost of generating or purchasing power.
SANITATION	shall mean garbage or refuse collection service furnished by or for the City.
SERVICE OR UTILITY SERVICE	shall mean the supplying by the City electricity, water, waste water, sanitation, security lighting, fire sprinkler service, or any combination thereof.
SUMMER SEASON	shall mean customer usage months beginning May 1 and ending October 31 of each year.
TAMPER OR TAMPERING	shall mean damaging, altering, adjusting, or in any manner, interfering or obstructing the action or operation of any meter provided by the City for measuring or registering the amount of utility service passing through the meter.
UNAUTHORIZED METERING	shall mean the installation, connection, moving, reconnection, removal, or disconnection of any meter or metering device for utility service by any person other than employee of the City acting in an official capacity or other designated parties acting on the behalf.
WASTEWATER	shall mean the wastewater service furnished by the City.

WASTE WATER UTILITY
MANAGER

shall mean the party chiefly responsible for, among other duties, all technical aspects of waste water service provided by the City to its customers.

WATER

shall mean the water service furnished by the City.

~~WATER UTILITY MANAGER~~

~~shall mean the party chiefly responsible for, among other duties, all technical aspects of water service as provided by the City to its customers.~~

WINTER SEASON

shall mean customer usage months beginning November 1 and ending April 30 of each year.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/11/2024	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bidding to Order 3ph Transformers
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 3ph Transformers from AECl, with Unit Prices and estimated quantities attached for \$248,600.00, plus applicable taxes. Approved by Utility Board 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on low responsive quote for estimated totals: AECl in the estimated amount of \$248,600.00 Due to market volatility and lead time, it is not practical or feasible to solicit competitive bids.
Amount for Approval:	\$ 248,600.00

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):

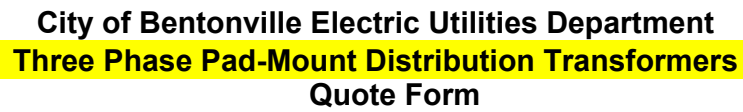
City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AECl, FOR THE PURCHASE OF THREE PHASE TRANSFORMERS, IN THE AMOUNT OF TWO HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$248,600.00), PLUS APPLICABLE TAXES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Utilities Department requires various transformers to provide services to citizens and developments;

WHEREAS, due to current supply chain issues and price volatility with this project, soliciting bids is not feasible; and

WHEREAS, this purchase will be made using budgeted funds.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with AECl for the purchase of three phase transformers in the amount of two hundred forty-eight thousand six hundred dollars (\$248,600.00), plus applicable taxes;

Section 2: Due to current market volatility and supply chain issues with this product, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

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

Section 5 - Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to enter into an Agreement with Jacob's Engineering Group, Inc for RFP-24-10
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an Agreement with Jacob's Engineering Group, Inc. under RFP-24-10 for the design and implementation of VTScada at the I St pump station in the amount of \$117,404.83. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The project will include upgrading our existing SCADA HMI software from AVEVA Wonderware to VTScada. This upgrade will improve the functionality, graphics, and signals of our SCADA system, giving us better trend information and improved control over the pump station and tank sites. Jacob's Engineering Group, Inc was selected following the City's standard RFP solicitation and selection process for the procurement of professional services in accordance with state law.
Amount for Approval:	\$ 117,404.83

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):

The project will be funded out of GL accounts 503020-43210 (Professional Services) and 503020-43310 (SCADA HMI Software)

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Professional Civil Engineering Services for the VTScada by Trihedral Implementation and Integration Services for City of Bentonville Water Utility Department (BWU) ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Jacobs Engineering Group 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 for professional civil engineering services for the implementation and integration of the VTScada software by Trihedral; and
- B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT in accordance with the City's Purchasing Policy; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

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

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

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

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX A, "Proposal and Scope of Work", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX A, more specifically according to the "Fee Schedule Summary" Table.
- C. The cost of this AGREEMENT shall not exceed \$117,404.83 without approval by the Bentonville Utility Board and Bentonville City Council.
- D. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT and approved by CITY.
- E. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

- F. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.
- G. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- H. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

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

- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.
- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

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

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANT's for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANT's.
- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

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

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed in accordance with terms and conditions of this Agreement to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

- C. If, for whatever reason adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. NOT USED

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas.

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

PROFESSIONAL SERVICE AGREEMENT, CITY OF BENTONVILLE, ARKANSAS

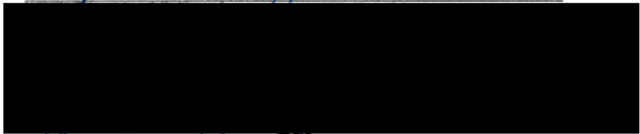
ARTICLE XX – ENTIRE AGREEMENT

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.

[This space has been intentionally left blank]

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, shall not exceed ONE HUNDRED SEVENTEEN THOUSAND, FOUR HUNDRED AND FOUR DOLLARS AND EIGHTY-THREE CENTS (\$117,404.83), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

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

<u>CITY OF BENTONVILLE</u>	<u>JACOBS ENGINEERING GROUP INC.</u>
CITY	
BY	BY
<u>MAYOR</u>	<u>Manager of Projects</u>
TITLE	TITLE
DATE SIGNED	<u>6/5/24</u> DATE SIGNED

APPENDIX A

PROPOSAL AND SCOPE OF WORK



Scope of Services and Fee Proposal Summary
Jacobs Engineering Group Inc.
VTScada by Trihedral Integration and Implementation
Bentonville, Arkansas
RFP 24-10

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, capacity and performance requirements, and any budgetary limitations.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.
- Pay the ENGINEER in accordance with the mutually acceptable terms in an agreement.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ENGINEER.

SERVICES BY THE ENGINEER

- Meet the requirements of mutually acceptable terms and conditions in an agreement.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Engineer shall provide the following services:
 - 1) Conduct a Project Initiation Meeting with the Owner and develop a Project Execution Plan to distribute to all meeting participants.
 - 2) Develop a Schedule of Project Deliverables
 - 3) Procure VTScada
 - 4) Collaborate with owner in two (2) workshop settings to provide configuration samples of graphic templates, color schemes, control faceplates, security levels, tagname structures, assign users and security groups, custom trends, custom reports, alarm priorities, and remote alarm callout preferences for client input and selection.
 - 5) Perform VTScada integration and implementation including backend configuration and up to:
 - (a) creation of 1000 tags
 - (b) 23 full page graphics
 - (c) 7 popup page graphics
 - (d) 9 widget graphics



- 6) Perform on-site installation of VTScada software on existing servers for connection to the existing SCADA network, creation of USB copy of VTScada application for offsite storage.
- 7) Transfer of archived Wonderware data to VTScada
- 8) Conduct 3-hour on-site training session to familiarize staff with navigation, security controls, alarms and events, ad-hoc trending, reporting, remote alarm notification, and troubleshooting.
- 9) Remote support as-needed for the first year after implementation.
- 10) Support for annual subscription renewal.

ASSUMPTIONS

- CITY will provide one dedicated workstation.
- CITY will provide all networking and configurations.
- CITY will provide analog phone line for dial out using voice as needed for remote alarm notifications.
- CITY will provide internal Email Server for using client's email system for SMS and Email alerts as needed for remote alarm notifications.
- CITY will provide internet Access for using Gmail or similar system for SMS and Email alerts as needed for remote alarm notifications.
- Scope of services does not include 3D graphics.
- Remote support and support for annual subscription renewals will be provided on a time and material basis at the hourly rates shown in the included table.

Scope of Services and Fee Proposal Summary
Jacobs Engineering Group Inc.
VTScada by Trihedral Integration and Implementation
Bentonville, Arkansas
RFP 24-10

	Role Hourly Rate	Project Manager \$218	Project Engineer \$139	Project Lead \$224	QC Engineer \$205	Senior Engineer \$244	Total Hours	Total Cost
Task 1. Project Initiation								
Conduct a project initiation meeting with Owner to develop schedule, distribute to all meeting participants		6	3	2	0	0	11	\$2,172
Task 2. Configuration								
Site Visit and Workshop #1- Conduct Initial site visit & backup existing Wonderware application, submit hardware and software components for approval, on-site discussion of examples of high-performance colors, control faceplates, graphical style, navigation, tagnames, header/footer bars, and meeting summaries		4	16	2	0	0	22	\$3,540
Workshop #2- Discussion of examples of alarm tag priorities and custom alarm sounds, trends and mini-graphs, Security groups/assigned privileges, user list, remote alarm notification settings, custom trends and reports, and meeting summaries		3	4	2	0	0	9	\$1,657
Create and submit initial draft graphics presented during workshops for review		6	32	2	0	4	44	\$7,174
Task 3. VTScada Programming & Integration								
Depending on outcome of Workshops #1 and #2, create and submit final graphics for review, including:								
Creation of 1000 tags		2	40	3	2	1	48	\$7,315
Backend Configuration		1	20	2	2	1	26	\$4,097
23 Full Pages		4	194	8	2	1	209	\$30,247
7 Popup Pages		3	48	2	2	1	56	\$8,420
9 Widgets		3	18	2	2	1	26	\$4,255
Task 4. Implementation								
On-site installation of VTScada software on existing servers for connection to the existing SCADA network, creation of USB copy of VTScada application for offsite storage		10	100	12	2	2	126	\$19,645
Task 5. Training & Punchlist								
3-hour on-site training session to familiarize staff with navigation, security controls, alarms and events, ad-hoc trending, reporting, remote alarm notification, and troubleshooting, transfer of archived data		4	20	3	0	0	27	\$4,319
Completion of punchlist items		3	12	0	0	0	15	\$2,320
Total I		49	487	40	12	11	599	\$ 95,160
Reimbursable Expenses								
Item						Total		
VTScada Procurement (5% discount included)						\$18,045		
Travel						\$4,200		
Total						\$22,245		
Total Project Expense								
VTScada Procurement, Implementation, and Integration						\$117,404.83		
Other Expenses not Included in Lump Sum								
VTScada Annual Subscription						2,849.25		

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

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

EXECUTION OF PROPOSAL (REQUIRED)

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

NAME OF FIRM (Must match W-9): Jacobs Engineering Group Inc.	PHONE NUMBER: 479-595-9844	EMAIL: jessica.hart@jacobs.com
BUSINESS STREET ADDRESS: 70 N. College Avenue, Suite 14P	CITY: Fayetteville	STATE: ZIP: Arkansas 72701
SIGNATURE OF AUTHORIZED: [Redacted]	DATE: Feb 7, 2024	
PRINTED OR TYPED NAME: Mark Asher	TITLE: Authorized Representative	
ARKANSAS SALES OR USE TAX NUMBER (if applicable): 95-4081636		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
Addendum No. 1, January 26, 2024	MA
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

A. Cover Letter

February 7, 2024

City of Bentonville Administrative Services Building
Attn: Purchasing Department – 2nd Floor
1000 SW 14th St.
Bentonville, Arkansas 72712

Jacobs

70 N. College Avenue, Suite 14P
Fayetteville, AR 72701
www.jacobs.com

Subject: VTScada by Trihedral Implementation and Integration; RFP-24-10

Dear Members of the Selection Committee,

Jacobs welcomes the opportunity to continue our partnership with the City of Bentonville (City). Developing a central supervisory control and data acquisition (SCADA) system requires a team with comprehensive experience in all phases of SCADA system planning, implementation, and ongoing maintenance. Our dedicated SCADA team members bring to this project VTScada experience, regional knowledge, appropriately skilled expertise, and a firm commitment to optimize the efficiency of the City's system, both today and in the future. Jacobs is the RIGHT partner to deliver a successful project to help the City develop the best SCADA system in the country:

- A dedicated project team with VTScada certification and experience providing similar services to governmental clients throughout the U.S. Our team members have devoted their careers to working on SCADA projects, including VTScada, and will bring their specialized insights and problem-solving ability to the City's VTScada project to help you better understand what your system is capable of and produce an appropriately scaled architecture to meet your needs.
- To provide collaborative development testing and training, Jacobs has dedicated in-house SCADA labs throughout the U.S., including Birmingham and Orlando. Our labs are multi-function facilities that are used for facility automation and industrial control systems programming, physical assembly of client HMI server layer hardware, software development, implementation and program testing, and client automation training.
- Recent innovation and technology experience, including VTScada, to ensure the right solution for the City. SCADA upgrades are complicated and require a partner who brings hands-on experience. Our experience gives us the ability to provide the City with perspectives on current industry trends in data integration and analytics, including turn-key experience with cyber security, computerized maintenance management systems (CMMS), digital twin models, disaster recovery, real-time reporting, energy management and process instrumentation optimization.
- A time-tested and collaborative approach to meet your goals. We utilize a phased, methodical approach where we will review all aspects of the existing SCADA system in partnership with the City and will provide alternatives and potential recommendations to meet the VTScada system goals, delivering a cohesive strategy for designing and retrofitting an existing system with the latest innovative technology solutions.

As a true partner with the City, we are vested in the success of your system throughout its lifecycle. The Jacobs team is uniquely qualified to not only plan, design, and construct retrofits to your existing system, we also have a full range of expertise to keep your system operating at its optimal capacity well into the future. If you have questions over the information contained in our qualifications package, please contact Jessica Hart at Jessica.Hart@jacobs.com, (479) 595-9844. Let's get started!


Jessica Hart, PE | Project Manager
Jessica.Hart@jacobs.com | (479) 595-9844


Mark Asher, PE | Authorized Representative
Mark.Asher@jacobs.com | (501) 837-5639

B. Method of Doing Scope of Work

Summary

We offer the City a time-tested and collaborative approach to meet your goals. We utilize a phased, methodical approach where we will review all aspects of the existing SCADA system in partnership with the City and will provide alternatives and potential recommendations to meet the SCADA system goals for providing a cohesive strategy for designing and retrofitting an existing system with the latest innovative technology solutions.

Automation is an increasingly important tool for utilities to reduce operating costs and improve regulatory compliance and quality. Automation significantly impacts project success – nothing works until the controls system works.

Jacobs assists our clients to digitally enable people, processes, and assets for positive outcomes

- Proven delivery of all phases of control system upgrades, from planning and standards development through construction/start-up.
- Integration of electrical and I&C design engineers into our automation projects to deliver designs adhering to industry best practices.
- Familiarity with programming and standards development for all major brands of PLC and HMI systems. Jacobs is a recognized System Integrator for most leading automation products and has numerous certified programmers on staff.
- In-house resources for cyber security, physical security, information technology, and networks develop safe, secure, and robust designs to support our client's most critical infrastructure.
- A cyber security team skilled in applying industry best practices working with the Department of Homeland Security.
- Expertise in wireless technology, telemetry, and cellular technologies to design secure connections to remote critical assets.

Proposed Method of Doing Work

As a top-ranked design firm, we can help the City to understand “from the inside out” what control processes and functions are needed and why to provide a state-of-the-art system.

Our integration of process knowledge and automation helps us design smarter systems that get you better results at lower costs.

The Jacobs team offers a full-service delivery organization for SCADA systems, with staff skills that include master planning, standards development, SCADA network communications, radio and wireless communication, detailed hardware design, programmable logic controller (PLC)/human-machine interface (HMI) programmers, construction staff and instrumentation, operational, and cyber security experts.

Our services include planning, design, programming, testing, implementation, and turnkey build commissioning services. Our practical, hands-on experience in VTScada implementation will enable us to work with you to:

- Determine the best means to integrate with SCADA and GIS to better drive maintenance and support monitoring and alarming.
- Assess the current infrastructure design to provide recommendations for streamlining processes and scalability.
- Educate City staff on new features and technology capabilities that promote operational efficiency.
- Provide the true costs of implementing recommended improvements.

Our implementation team will participate in planning activities so that our costs and recommendations are accurate and built on a solid understanding of pragmatic constructability and maintenance.

Procurement and Contracting Process and Requirements

The City is currently using AVEVA Wonderware HMI for pump station monitoring and control of a pump station, water towers, and associated instrumentation. The City will provide two SCADA servers and VTScada development plus runtime (1,000 tags) software with Unlimited Thin Clients for replacement of the existing Wonderware servers. The City will provide one workstation for use with the Unlimited Thin Clients license. VTScada programming and startup services will be provided by Jacobs to convert the existing pump station from Wonderware to the latest supported version of VTScada.

A 2-hour kickoff meeting will be conducted to review the scope of work, project goals, and anticipated timeline in detail. Following the kickoff meeting, a site visit may be required to gather information on the existing SCADA system and collect backups of the application for review. The Wonderware application will be used as a reference while leveraging VTScada features and capabilities to construct a system tailored to the City's specific needs. Data visibility, correlation, and analysis are vital to improving operational awareness.

Meeting with the City

A 2-hour kickoff meeting will be conducted to review the scope of work, project goals, and anticipated timeline in detail.

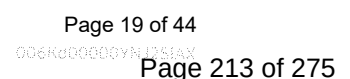
Configuration Process – Workshops & Startup

A minimum of two, 2-hour virtual HMI workshops will be hosted by Jacobs to provide configuration samples of graphic templates (widgets), color schemes, control faceplates, security levels, and tagname structures for client input and selection. Additional meetings or discussions will be facilitated to assign users and security groups, develop 10 custom trends, 5 custom reports, alarm priorities, and remote alarm callout preferences. Examples of high-performance and hybrid graphics will be provided for discussion. Mini-trend and graph options will be explored, including VTScada spark lines, spider graphs, and the analog bar/indicator widget. 3D graphics development is not included unless specified in the scope of work.

5

Implementation & Training Process

Training will be provided in-person by the VTScada programmer and can be video recorded by the City if desired. A 3-hour session will be provided to familiarize staff with navigation, security, controls, alarms and events, ad-hoc trending, reporting, remote alarm notification, and troubleshooting. VTScada-specific features, including alarm shelving, bad-actors list, and operator notes, will be covered as well.



Birmingham SCADA Lab

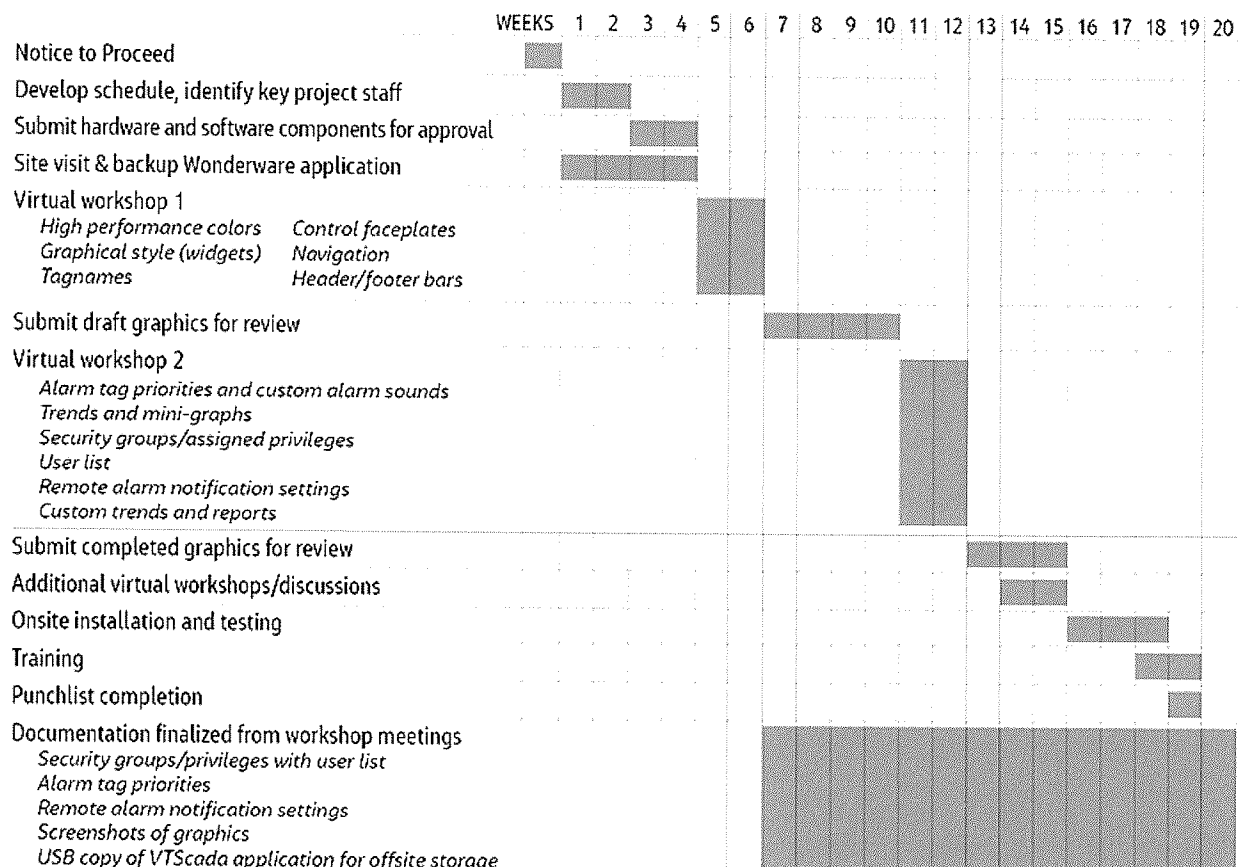
The Jacobs Birmingham-based SCADA team, Design Lead, Chris Harris, PE and HMI Programmer, Daniel Mote, will be accessible to the City. In addition, our Fayetteville-based Project Manager, Jessica Hart, PE will be available to our team to offer onsite support as needed. Housed within that office is a SCADA Lab, which provides the ability to program and fully test your system prior to deployment. Test servers are in a virtual environment hosted on a local Nutanix cluster with a private, secure connection to the Jacobs SCADA Lab network for expanded capabilities and collaboration with other Jacobs SCADA Labs across the country. The workspace facilitates programming SCADA systems, PLCs, HMIs, switches, firewalls, and servers with a primary work area for up to four programmers. The Lab is in a secured facility with multiple layers of card access, physical locks, and video monitoring. Client factory testing can be performed in-house for software and OT system verification prior to shipment. Client training capability is offered as an additional service through simulation training on a modeled instance of the control system prior to onsite commissioning.



Jacobs' Birmingham-based SCADA team utilizes an in-house, dedicated SCADA lab to facilitate facility automation industrial control system programming, physical assembly of client HMI server layer hardware and software, Jacobs's software program testing, and client automation training.

Estimated Timeline

After receipt of Notice to Proceed (NTP), Jacobs will develop a formal schedule to document a detailed timeline of activities and deliverables, along with contact information for key project staff. Anticipated project duration is 20 weeks to complete the following tasks.



The schedule is dependent on timely reviews of submitted material. Submittal review turnaround and RFI replies in excess of 2 weeks may impact the completion date.

C. Qualifications and References for Similar Engagements

Summary

Jacobs has successfully designed and implemented VTScada systems for many government agencies, locally and across the globe, for more than 10 years.

Jacobs is a global leader in SCADA automation and industrial control systems, having designed more than 400 successful SCADA systems worldwide in the last decade, with numerous successful implementations, including nearby Fayetteville's VTScada upgrade. SCADA upgrades are complicated and require a partner who brings hands-on experience. Through this experience, we bring to the City expertise in a mix of automation, control system and telemetry design capabilities, information technology (IT) and networking expertise, and an unparalleled ability to integrate these technologies.

In addition, Jacobs has dedicated in-house SCADA labs throughout the U.S. to provide collaborative development testing and training. Our labs are multi-function facilities that are used for facility automation industrial control system programming, physical assembly of client HMI server layer hardware and software, Jacobs' software program testing, and client automation training.

Next is similar VTScada project experience relevant in scope to the work described in the RFP – all of which are ongoing (table) or completed in the past 3 years (project descriptions). This relevant experience fully demonstrates our ability to successfully provide project management and SCADA services effectively and efficiently.

Experience you can count on

Our deep SCADA experience gives us the ability to provide the City with perspectives on current industry trends in data integration and analytics, including experience with cyber security, CMMS, digital twin models, disaster recovery, real-time reporting, energy management, and process instrumentation optimization.

Ongoing VTScada Projects

PROJECT, CLIENT, LOCATION	VTScada VERSION	FACILITIES INVOLVED	DELIVERY PHASE
Myers WTP SCADA Upgrades, MAWSS, Mobile, AL	Latest Version available	5 plant sites	Design
SCADA, Operational Technology, and Cybersecurity Improvements, JXN Water, Jackson, MS	Latest Version available	2 plant sites and 25 remote sites	Design
Milton Interchange Park Wastewater Treatment Plant, Santa Rosa County Commission, Santa Rosa County, FL	12.1.36	1 site	Procurement
Service Area #1 Water and Sewer Improvements, Ponce de Leon, FL	12.1.36	8 remote sites	Procurement
SCADA Masterplan and Phase I Services, The Villages, FL	Latest Version available	34 treatment plants and 168 remote sites	Configuration/Startup
Holley-Navarre Regional Reuse, Holley-Navarre Water System Inc., Santa Rosa County, FL	12.1.36	Pump station	Configuration/Startup
Wastewater SCADA Upgrades, MWSSB, Montgomery, AL	12.0.4	3 plant sites and 52 remote sites	Configuration/Startup

Project Descriptions and References

Below are similar projects where we have successfully delivered VTScada implementation and integration solutions. As requested in the RFP, we have included a summary of what the reference entity needed and the solution that was provided, including the version of the software (if applicable), timeline from procurement to implementation, customer's business name, primary contact name, address, and telephone number.

City of Fayetteville VTScada Software Upgrade

Client Name & Address: City of Fayetteville (Jacobs Operational Group manages and runs the plant on behalf of the City), 113 W. Mountain Street, Fayetteville, AR 72701

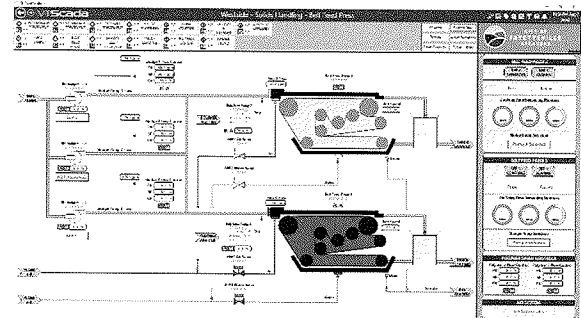
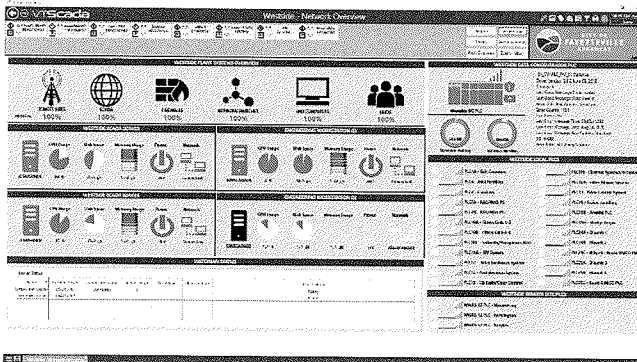
Client Contact: Tim Nyander, Water and Sewer Utilities Director, tnyander@fayetteville-ar.gov, (479) 575-8386

Award: October 2019 | **Implementation:** Summer 2021

VTSCADA Version: 12.0.4 at time of implementation

Description/Summary of Needs and Solution: The City of Fayetteville has two WWTP facilities with 40 lift stations that can treat up to 60 mgd, biosolids management site, and drinking water system that utilizes nearly 50 remote stations. In 2019, an evaluation of the control systems for these facilities revealed significant vulnerabilities with the potential to lead to extended downtimes in the event of a catastrophic failure. As a result, a SCADA Master Plan was created to capture and prioritize projects for a holistic approach to the modernization of the entire SCADA system and related subsystems. This included mitigation of cybersecurity vulnerabilities found in the control and communication networks, as well as the upgrade of the existing SCADA software across the wastewater and drinking water infrastructure. We developed and implemented the VTScada visualization standards, software architecture of VTScada platform, integration of multiple PLC technologies (Allen-Bradley SLC/ControlLogix, Modicon, Moxa, Automation Direct), and various communication protocols.

The cyber security upgrades performed by Jacobs ensured that the water and wastewater infrastructure remained isolated and unaffected during the cyberattack of the City's systems in June 2023.



MWWSSB Water VTScada Upgrades

Client Name & Address: Montgomery Water Works and Sanitary Sewer Board (MWWSSB), 2000 Interstate Park Dr., Montgomery, AL 36109

Client Contact: Sandy Faulkner, Water Control Superintendent, slfaulk@mwwssb.com, (334) 206-3484

Award: October 2019 | **Implementation:** January 2022

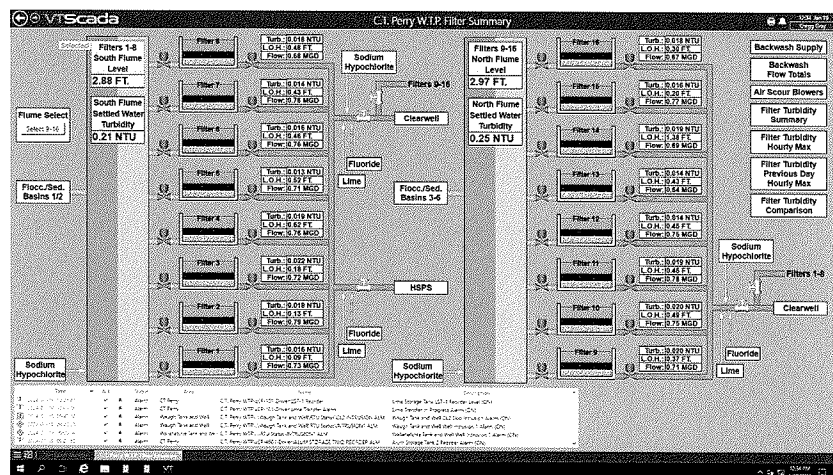
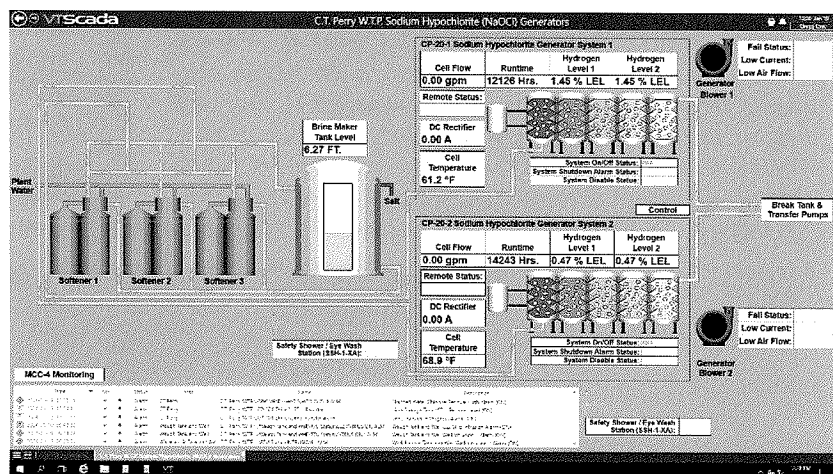
VTScada Version: 12.0.4

Description/Summary of Needs and Solution: MWWSSB began implementation of the existing SCADA system in approximately 1985 for control and monitoring of water sites and monitoring of wastewater sites. The water sites include three water treatment facilities: CT Perry Water Treatment Plant (WTP), Day Street Pump Station, and Richard E. Hanan (Hanan) WTP, 42 remote well stations, 12 water storage tanks, and 3 pump/booster stations. The wastewater sites include three wastewater treatment plants: Catoma Water Pollution Control Plant (WPCP), Econchate WPCP, Towassa WPCP, and 56 remote pump stations. Jacobs performed a SCADA Master Plan for MWWSSB that identified needs to upgrade and replace obsolete and aging equipment, improve cyber security, and standardize SCADA technologies across the system.

Following the evaluation, upgrades to the remote site water SCADA infrastructure were to bring the CT Perry WTP SCADA system into conformance with ICS security standards, and improvement the

client's remote site monitoring hardware and software. Jacobs performed an onsite condition assessment for all control panels, instrumentation, and environmental conditions. After review of HMI software packages in detail with the client for selection and implementation, VTScada version 12.0.4 (25,000 tag license) was selected and implemented on redundant virtual servers with two Thin Clients running VTScada in the control room and one workstation hosting four video wall monitors with VTScada trends and graphics. A read-only VTScada virtual machine located in the DMZ provided remote access to users through a VPN running privileged access management software and two-factor authentication. The existing HMI was iFix 5.5 with Webspaces and Historian for monitoring and control of two water treatment facilities, a pump station, 45 wells, 12 tanks, and two booster stations.

Multiple client workshops were hosted to receive client buy-in and feedback to best utilize the full suite of what VTScada has to offer including graphic templates, color schemes, control strategy, tagname convention, alarm priorities, redundancy, reporting, multifactor authentication, and user rights assignments.



MWWSSB Econchate WPCP Improvements

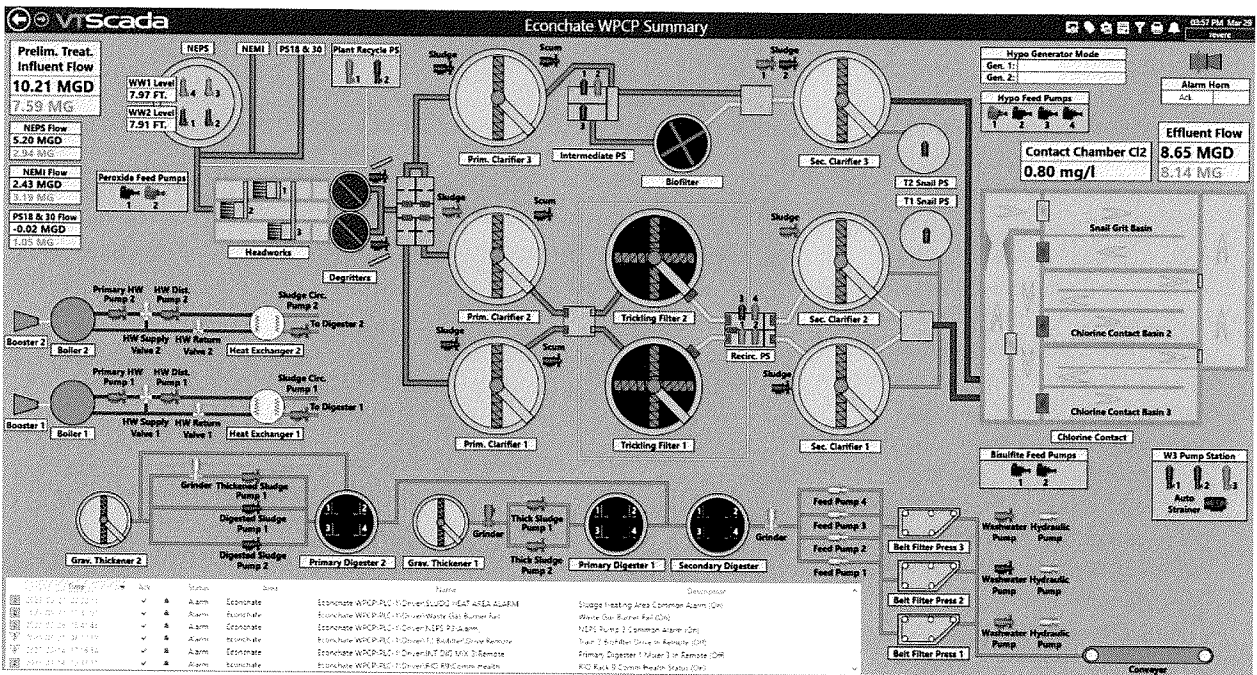
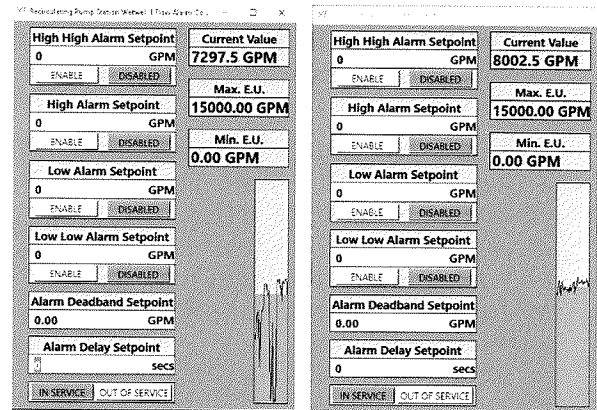
Client Name & Address: Montgomery Water Works and Sanitary Sewer Board (MWWSSB),
2000 Interstate Park Dr., Montgomery, AL 36109

Client Contact: Robert Allen, Assistant Superintendent of Water Pollution Control, allenr@mwwssb.com,
(334) 850-3966

Award: June 2021 | **Implementation:** June 2023

VTScada Version: 12.0.4

Description/Summary of Needs and Solution: This project was identified as a priority project from MWWSSB's SCADA Master Plan and included upgrades to the wastewater treatment facility SCADA infrastructure for integration with additional treatment facilities on a future project. Physical upgrades were performed, including new sludge pump stations, new recirculation pump station, new onsite hypochlorite generator, and replacement of various pumps and mechanisms. VTScada version 12.0.4 (10,000 tag license) was implemented on redundant virtual servers with two Thin Clients running VTScada in the control room, two Thick Clients for management staff, and one workstation hosting two video wall monitors with VTScada trends and graphics. Windows and VTScada logins were secured with two-factor authentication. The existing HMI was iFix 5.5 with Webspaces and Historian for monitoring and control of the wastewater treatment facility and an offsite pump station. Multiple client workshops were hosted to receive client buy-in and feedback for VTScada graphic templates, color schemes, control strategy, tagname convention, alarm priorities, and user rights assignments.



Tuscaloosa Ed Love WTP VTScada Upgrades

Client Name & Address: City of Tuscaloosa, 2201 University Blvd., Tuscaloosa, AL 35401

Client Contact: Donny Driver, SCADA Controls & Instrumentation Manager, ddriver@tuscaloosa.com, (205) 245-5910

Award: July 2021 | **Implementation:** July 2023

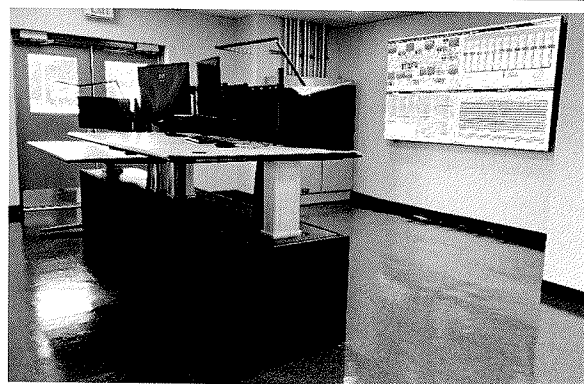
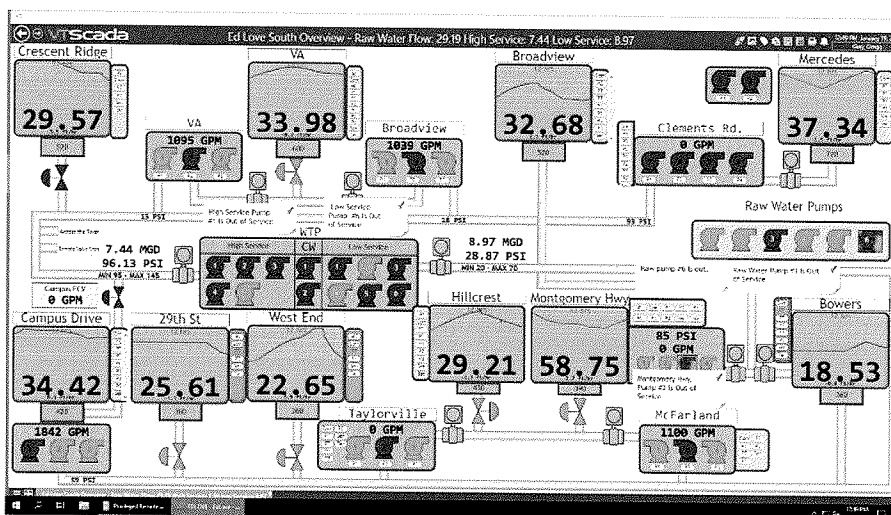
VTScada Version: 12.1

Description/Summary of Needs and Solution: Lake Tuscaloosa was constructed in 1970 and currently serves as the primary water supply for the City of Tuscaloosa (City). The Ed Love WTP was originally constructed in 1976 and upgraded in 1991 to its current capacity of 45 mgd. Jacobs performed an evaluation of the existing SCADA hardware and software used for control and monitoring of the Ed Love WTP and water distribution system remote sites including elevated storage tanks, pressure regulating valves, and booster pumps required to maintain and operate the various pressure zones in the City's water distribution system.

The evaluation found that the SCADA system, including PLCs, radios, and ancillary SCADA equipment, had remained largely unchanged from the 1991 Ed Love WTP upgrades and mid-1990s SCADA improvements project, with portions of the system, including the PLCs and radios, obsolete and no longer serviceable. The system also lacked monitoring of certain facilities and provided no real time flow pacing of controlled devices, such as chemical pumps. Additionally, many of the unit processes at the Ed Love WTP still required manual operation, which in turn, required extensive time for plant staff.

Following the evaluation, Jacobs developed a Schematic Design Report including recommended improvements to SCADA infrastructure to improve system reliability, functionality, and efficiency. The improvements were prioritized based on need and impact of failure and were grouped to allow the City to implement phased improvements to the system.

Jacobs performed an upgrade of the SCADA systems at the WTP to bring the plant into conformance with ICS security standards, upgrade obsolete PLCs and networks, and to provide a new control room. Plant SCADA software was upgraded to VTScada version 12.1 and migrated a Dell VX Rail virtualized environment. The 30-year-old PLCs and proprietary networks were converted to redundant PLCs utilizing self-healing, Ethernet loops. New chemical control panels and filter consoles with dedicated PLC processors were installed and integrated into VTScada. A new, secure control room was created with a state-of-the-art operator console and a video wall of four monitors for continuous monitoring of plant operations. Remote-access controls were implemented using secured VPN connections and multi-factor authentication. VTScada was implemented with full redundancy and contingency plans for disaster recovery. Jacobs provided design documents, services during construction, implementation of operational technology (OT) infrastructure, and we are currently providing ongoing support services to the City.



Northeast Water Purification Plant (NEWPP) VTScada Upgrades

Client Name & Address: City of Houston, 12630 Water Works Way, Humble, TX 77396

Client Contact: Rajinder Singh, Senior Engineer, Rajinder.Singh@Newppexpansion.com, (281) 455-5872

Awarded: October 2019 | **Implementation:** December 2023 (Phase I); December 2024 (Final)

VTScada Version: Currently using 12.1.26; they have an update to 12.1.35 to fix a duplicate alarm history issue

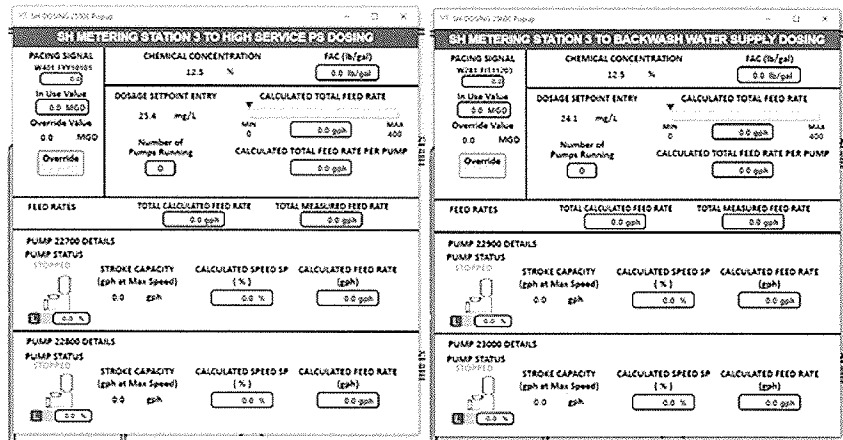
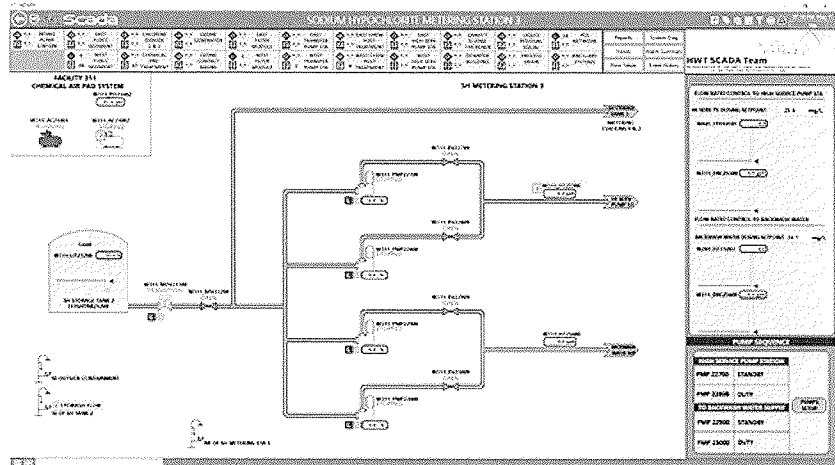
Description/Summary of Needs and Solution: The City of Houston's NEWPP expansion project is a design-build project that will add 320 mgd by 2024 to the existing water plant's capacity.

The expansion project, currently the nation's largest water treatment plant in construction today, will allow the City and the regional water authorities to meet projected demands, while fulfilling requirements set by the Harris-Galveston and Fort Bend Subsidence Districts resulting in a shift from historical groundwater usage to a predominant reliance on surface water.

Jacobs worked jointly with CDM Smith to provide a complete systems integration solution for the new water treatment plant including the development of custom PLC programming and VTScada HMI standards. The Jacobs team was responsible for the programming and commissioning of over 21 PLCs as well as providing configuration for the VTScada application. Workshops were held with the client and their project management team to present the control philosophies that would be implemented

from the Control Narratives in the programming. This allowed us to partner with the client to obtain a common understanding and agreement on the control methods that were to be used in the new facility. The Jacobs team also worked to develop custom programming blocks and VTScada screen templates.

PLC programming and HMI development was completed for Phase I of the plant in January 2021. Phase I included of the Central and West facilities. Jacobs conducted Unwitnessed Factory Testing (UFT) and Witnessed Factory Testing (WFT) for Phases I and II onsite in a testing facility constructed for this project. The plant PLCs, VTScada servers, and operator workstations were connected on the network and full testing included peer-to-peer communication and simulated control. Testing was completed in March 2021. Phase I was completed and TCEQ approval in December 2023. Full project completion is expected in December 2024.



D. Key Information and Project Team

Our Team is Built Around Your Needs

We have a dedicated project team with VTScada experience providing similar services to governmental clients throughout the U.S. Our team members have devoted their careers to working on SCADA projects, including VTScada, and will bring their specialized insights and problem-solving ability to the City's VTScada project to help you better understand what your system is capable of.

As one of the world's largest water firms, Jacobs is a leader in SCADA innovation. Our automation professionals work with a network of process engineers, operations experts, and construction professionals to provide planning, design, construction, and implementation services that meet each of our clients' unique automation needs. Applying innovative, creative, and value-based approaches is integral to every project we work on.

More importantly to the City, our team members have a successful track record of assisting clients to develop solutions to manage their systems, networks, and facilities – including the implementation and integration of VTScada. The team shown on the organization chart in this section is a mix of automation specialists supported by industry experts in Digital Markets tools and processes. We have the expertise, experience, availability, and commitment to successfully deliver this project for the City.

Our people are our greatest asset

At Jacobs we highly encourage our employees to continue gaining knowledge and experience through certifications, licenses, and training. This approach helps improve efficiency and innovation at our projects locally and abroad.

Last year, Design Lead Chris Harris, PE, and SME Support, Gregg Gray, PE, PMP, completed the Advanced Configuration Course with Trihedral staff, in which they learned how to implement complex multi-tag structures that are useful for standardized equipment tag groups, parameterized pages for dynamic graphics using a single page, realms for restricting access and filtering alarms, changesets and version control, and OEM layers and Master/Subordinate applications for distributed applications across multiple facilities. Daniel Mote, HMI Programming, completed the Intermediate Course with the Trihedral staff.



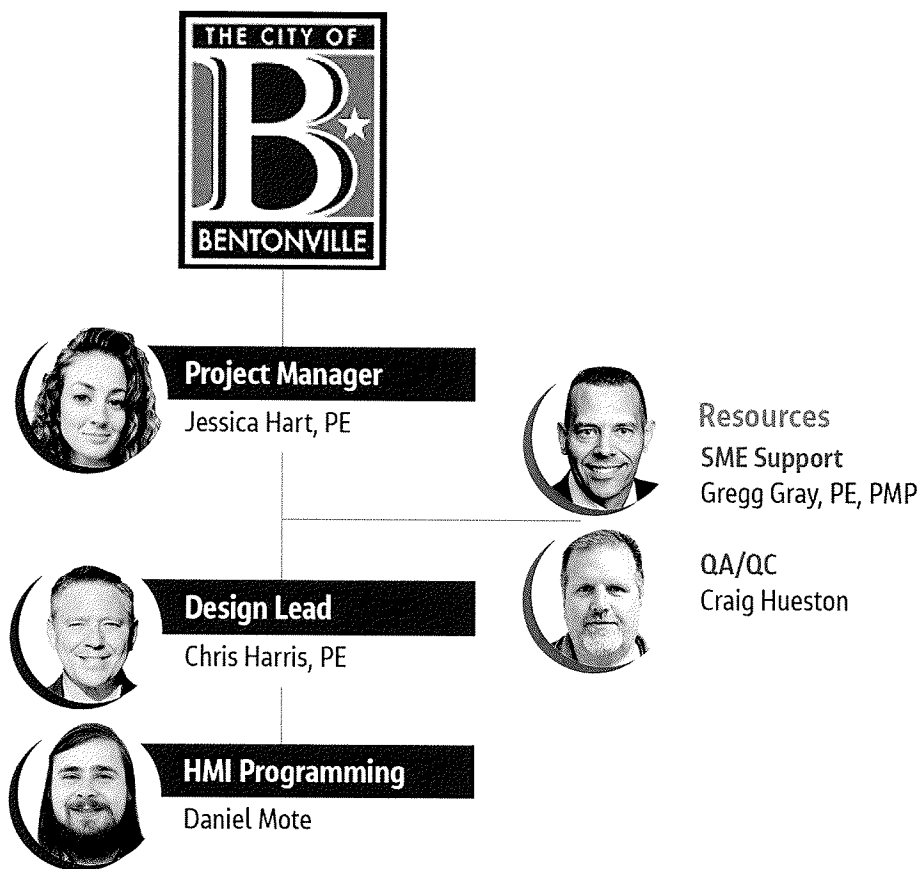
Organizational Chart

Our organization chart shows the Jacobs team's organization and functional relationships for the City's VTScada implementation and integration project. Our proposed project team is led by Fayetteville-based Project Manager, Jessica Hart, PE, SCADA Design Lead, Chris Harris, PE (15+ years of VTScada experience), and HMI Programming, Daniel Mote (6 years of VTScada experience).

Jacobs' Subject Matter Expert (SME), Gregg Gray, PE, PMP (8 years of VTScada experience) will be available to Jessica and Chris. Our SME has dedicated his career to become an expert in SCADA and will offer specialized technical input and quality reviews during assessment and planning.

Quality assurance and quality control (QA/QC) is a cornerstone of Jacobs' design delivery process; therefore, we have identified Craig Hueston (3 years of VTScada experience) as our QC reviewer.

This team will successfully procure, configure, train, and implement the City's VTScada project.



A Collaborative, Experienced, and Creative Team Brings Maximum Value to the City

At Jacobs we believe in the power of collaboration. We understand that harnessing the collective experience, talent, creativity, and ingenuity of all team members creates maximum value for our clients.



About Jessica

Length of service in the profession: 12 years

Education: BS, Biological Engineering

Registrations: PE in AR

About: Based in Fayetteville, Jessica is a project manager with experience as a water and wastewater engineer with over a decade of delivering solutions in the municipal and industrial water treatment markets. She has experience leading teams in the design, coordination, and delivery of projects on time, on budget, of high quality, and to the client's satisfaction.

Jessica Hart, PE

PROJECT MANAGER

Relevant Project Experience:

Project Manager/Process Mechanical Lead, O.B. Curtis WTP Corrosion Control Upgrades, JXN Water, Jackson, MS

Jacobs was selected to design the upgrades for the corrosion control systems at the O.B. Curtis WTP in Jackson, MS. This design-build project includes the addition of new lime and carbon dioxide chemical injection systems with a design to startup timeline of 9 months. Responsible for managing the design team, ensuring JXN Water's compliance with the Lead and Copper Rule and the federal Stipulated Order.

Task Manager, Capital Improvement Program, JXN Water, Jackson, MS

Established a capital improvement program (CIP) to provide JXN Water, a plan for the replacement and upgrade of various plant assets for both O.B. Curtis and J.H. Fewell water treatment facilities over the next 10 years. The project team incorporated a thorough condition assessment to determine asset replacements by risk priority that is financially feasible and considers future goals to provide a path toward long-term, stable operations. Responsible for managing the team, ultimately delivering the CIP in less than 3 months.

Task Manager/Process Engineer, Process and Hydraulic Assessment, JNX Water, Jackson, MS

This study evaluated the historical performance of the J. H. Fewell and O.B. Curtis water treatment plants to identify inefficiencies and areas for optimization. The goals of this study included enhancing overall performance, safeguarding public health, and ensuring compliance with regulatory standards and providing recommendations for both operational and capital improvements for long-term, sustainable plant operations. Served as task manager and lead process engineer responsible for ensuring delivery of the project on time and on budget, producing the foundation for both the CIP and further design efforts at the water treatment plants for JXN Water.

Client Service Lead, Flood Management and Water Quality Funding Program, City of Fayetteville, AR

Provided client coordination for the implementation of the stormwater study for flood management and water quality funding project for the City of Fayetteville. The purpose of the study was to assess services currently provided by the City's drainage program and compare the cost of these services with the cost of a more proactive approach to reduce flooding and water quality impacts. Jacobs is assisting the City with additional tasks required before a new fee can be assessed, including stakeholder engagement, rate structure analysis, billing method review/recommendations, sustainable stormwater credit and incentive program development, fee-in-lieu-of program feasibility, and Unified Development Code revisions.



About Chris

Length of service in the profession: 23 years

Education: BS, Electrical Engineering

Registrations: PE in AL, MS, FL, NC

About: Chris is an electrical engineer with over 20 years of experience in control systems design, PLC, and HMI programming, including over 15 years of VTScada experience for water and wastewater programs throughout the Southeast. As a design lead, Chris has provided design, programming, testing, startup, and continuing support services for clients throughout the region. He provides tailored plans and specifications including P&ID drawings and network layouts.

Chris Harris, PE

DESIGN LEAD

Relevant Project Experience:

I&C Engineer, Wastewater SCADA Upgrades, Montgomery Water Works & Sanitary Sewer Board (MWWSSB), Montgomery, AL
Provided SCADA network design to include cybersecurity components at four treatment facilities for secure remote access, monitoring, and system backups. Provided guidance on converting the client's existing iFix HMI to VTScada using custom graphics and templates tailored to the client's requirements through planning workshops.

Lead I&C Engineer, Water Telemetry and Multi-Facility SCADA Upgrades, Mobile Area Water Works (MAWSS), Mobile, AL
Upgraded PLC control panels and fiber network, with new VTScada HMI system at a water treatment facility. Included full cybersecurity buildout at the facility with base upgrades to four additional facilities and an administrative site for complete migration of all HMI systems rolled into a master application utilizing hyperconverged servers and virtual machines for automated backups, monitoring, and cybersecurity controls.

I&C Engineer, OT and Cybersecurity Upgrades, JXN Water, Jackson, MS

Provided front-end design and work plan for upgrading SCADA, OT, and cybersecurity systems at two water treatment facilities and more than 20 remote sites for improved system resiliency and reliability. Provided recommendations for planned equipment upgrades, network infrastructure, and HMI software migration to VTScada.

I&C Engineer, Ponce De Leon Remote Sites Telemetry, Ponce De Leon, FL

Design included cellular radio communications and a new VTScada HMI deployment, providing remote monitoring and control of 13 remote sites, including wells and lift stations.

I&C Engineer, Five Mile Creek Water Reclamation Facility, Jefferson County, AL

Provided detailed design for wet weather improvements to mitigate facility flooding during periods of heavy influent flow. Improved programming strategy for staging seven influent pumps and diversion of excess flow to the holding basin while activating the system to bring online additional filters and related treatment equipment.



About Gregg

Length of service in the profession: 34 years

Education: BS, Electrical Engineering

Registrations:

PE in AL, FL, GA, KY, LA, MS, NC, SC, TN, TX, VA; and PMP Certification since 2008.

About: Gregg brings I&C experience on water and wastewater projects, and he is responsible for I&C design activities for projects throughout the Southeast. In this role, Gregg develops hardware and software standards for SCADA master plans, VTScada upgrades, develops P&ID design drawings and specifications, and reviews project submittals to ensure that the implementation meets the client's needs.

Gregg Gray, PE, PMP

SME SUPPORT

Relevant Project Experience:

Lead I&C Engineer, Ed Love WTP, City of Tuscaloosa, AL

Involved with ongoing SCADA and PLC upgrades at the water plant. Software is VTScada and PLCs are Allen-Bradley; remote telemetry uses a mixture of cellular, licensed radio, and unlicensed radio communications to tanks and booster stations. Projects include an overall plant PLC upgrade, control room relocation, raw water pump station upgrade, migration of TI/Siemens PLC to Allen-Bradley, filter console replacement, and modernization of the OT components to comply with NIST 800-82 guidelines for secure industrial control systems.

Lead I&C Engineer, CC Williams Wastewater Treatment Plant, MAWSS, Mobile, AL

This project involves equipping the WWTP with a new solids handling facility, process instrumentation, PLC control panels, and a new control room. The SCADA software migration is to VTScada from existing Wonderware Intouch/Archestra, along with the implementation of an OT system framework for NIST 800-82 compliance. In addition to providing new Allen-Bradley redundant ControlLogix PLCs, existing Bristol Babcock PLCs are also being converted to Allen-Bradley.

Lead I&C Engineer, Water and Wastewater Systems, Montgomery Water Works and Sanitary Sewer Board, Montgomery, AL

Involved with ongoing SCADA upgrades, in-plant PLC upgrades, and RTU upgrades at remote sites. SCADA software migration to VTScada from existing Intellution iFix. PLCs are Schneider Electric (Modicon). Communications to the remote sites is done primarily with licensed radio and with cellular backup. In addition to various in-plant process expansions and improvements, other projects include standardization of RTU Control Panels and updating the OT systems for NIST 800-82 compliance. Also provide on-call programming support for emergencies and change requests.

Lead Engineer, Telemetry Project, City of Franklin, TN

This project consisted of replacement and additions to the City's water and wastewater remote locations. The approximately 50 sites included water tanks, booster stations, meter pits, and lift stations. The system used licensed radio signals and cellular signals to communicate information to the SCADA system at City headquarters. Responsible for overall system architecture design, control panel design, control panel retrofit supervision, instrument selection and start-up, PLC programming, and VTScada programming.



About Craig

Length of service in the profession: 26 years

Education: AAS, Electrical Engineering Technology

About: Craig has extensive field experience with automation, controls, instrumentation, VTScada implementation, and telecom for utility clients. His controls knowledge includes processor and HMI programming and design for numerous manufacturers and equipment.

Craig Hueston

QA/QC

Relevant Project Experience:

Senior Automation Consultant, SCADA Upgrade Project for Water Plants, JXN Water, Jackson, MS

PLC/SCADA plant SME for system design and programming standards. Directing standardization of control systems for upgrading all PLCs and SCADA that are upgraded to Allen Bradley PLCs and VTScada plantwide.

Senior Automation Consultant, SCADA Master Plan, MAWSS, Mobile, AL

PLC/SCADA specifications for system design and programming standards. Design and programming standards written for utilizing the latest control modules from Allen Bradley for ControlLogix and CompactLogix PLCs with VTScada.

Senior Automation Consultant, Holley-Navarre Regional Reuse, WWTP SCADA Upgrades, Holley-Navarre Water System Inc., Santa Rosa County, FL

PLC and HMI programming/startup for obsolete PLC upgrades projects. Replacement of obsolete Allen Bradley SLC controllers and PanelViews with new CompactLogix PLC and PanelView. Additional service work and wiring for instrumentation, electrical, and VFD repair.

Senior Automation Consultant, WTP SCADA Upgrades, Orlando Utilities Commission, Orlando, FL

Led design and programming for both PLC and SCADA upgrades. Replacement and programming upgrades from AB PLC5 to AB ControlLogix controls with upgrading functionality of multiple 20-mgd plants. Multi-year effort for upgrades of eight WTP plants that included ozone generators and injection, chemical treatment, and soon to add GAC treatment. Managed the iFix SCADA upgrades to new software versions.

I&C Design, WWTP Pump Station Design, City of DeFuniak Springs, FL

I&C controls design for pump stations standards. Pump stations with varying quantities and sizes utilizing soft starters.

Senior Automation Consultant, WWTP Pumping Controls, Arnold Air Force Base, TN

Ground water PLC operation support for obsolete PLCs with mitigation plans and specifications to upgrade obsolete PLCs to supported platforms.

Lead Controls Engineer, Water Plant Modernization Project, Toledo Refining Company, Toledo, OH

The project included conversion of the existing 1970s vintage Foxboro controls to modern Allen Bradley CompactLogix controls platform. Responsibilities included managing cost, schedule, scope, and contractors.



About Daniel

Length of service in the profession: 9 years

Education: BS, Computer Engineering & Wireless Engineering

About: Daniel is a computer engineer with experience in design, implementation and troubleshooting of radio and cellular telemetry systems, factory acceptance testing, startup, and troubleshooting of PLCs and SCADA systems. Daniel's has garnered skills and expertise in PLC programming in Ladder Logic, Function Block Diagram, Siemens TIA Portal, SCADA Application Development using Trihedral VTScada and AVEVA Wonderware Intouch, OIT Application Development and FactoryTalk View ME, among others.

Daniel Mote

HMI Implementation

Relevant Project Experience:

Project Engineer, VTScada Upgrade, Ft. Polk, LA

This project was to upgrade two wastewater treatment plants' SCADA systems from AVEVA Wonderware System Platform to Trihedral VTScada. Developed a new VTScada application for each plant based on the existing SCADA system and their existing AB ControlLogix PLC programs. To ensure that the user interface for both plants was consistent, created a shared symbol and datatype library. Worked with a co-worker and the plant personnel to commission the new VTScada system at the plants.

Project Engineer, Econchate SCADA Upgrades, MWWSSB, Montgomery, AL

This project was to upgrade MWWSSB's Econchate plant's SCADA system from GE iFix to Trihedral VTScada, along with integrating some new equipment into the plant. Developed a new VTScada application for the plant based on its existing SCADA system and its existing Modicon PLC programs. Also worked closely with co-workers to develop SCADA graphics for the new equipment being integrated into the plant. Helped to commission the new VTScada system at the plant.

Project Engineer, Water SCADA, MWWSSB, Montgomery, AL

This project was to upgrade the MWWSSB's water SCADA system from GE iFix SCADA to Trihedral VTScada. The system covered three separate water plants and numerous remote well, tank, and pump sites. Developed a new VTScada application for each plant based on their existing SCADA system and their existing Modicon PLC programs. Also worked to develop SCADA graphics for the new RTUs at the remote sites. To ensure that the user interface for the whole system was consistent, created a shared symbol and datatype library. Worked to commission the new VTScada system.

E. Subcontracting, Partnerships, or Additional Requirements

Summary

As a global leader and full-service provider in SCADA automation and industrial control systems, we have the ability to provide all services identified in the RFP's scope of work in-house without any subconsultants, streamlining delivery for the City's VTScada project.

F. Capacity

Availability of Project Team

We're committed and available to you.

Jacobs is committed to providing the resources to meet your project needs. We have carefully selected our dedicated, experienced team to provide you with the local and specialized resources needed to deliver this VTScada work. Our team will be dedicated to this project, and we have the expertise and availability to provide all disciplines required to assist the City in delivering this VTScada project on schedule and within budget. Our capacity is supplemented by more than 100 staff in Arkansas and 60,000 staff worldwide, offering us the capability to provide qualified back-up staffing to ensure continuity of services and the ability to surge to meet unexpected project demands as needed.

Fayetteville-based Project Manager

Our Project Manager
Jessica Hart works in the
Fayetteville office, which
makes for easy in-person
meetings when needed.



Jacobs' Fayetteville office is located at 70 N. College Avenue, Suite 14P, Fayetteville, AR 72701.



**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	RFP-24-10	Solicitation Title:	VTScada by Trihedral Implementation and Integration
Addendum Number:	1	Date of Issuance:	January 26, 2024

TO: Prospective Submitters

This Addendum modifies the original Response Document(s) dated January 14, 2024.

Submitters are required to acknowledge this Addendum by including it in their Submission. Failure to acknowledge this Addendum may result in rejection of the Submission.

Any Amended Documents contained herein shall replace those same documents in the original Packet. In the event that an Amended Required Response document is included herein, Submitters must use only the Amended Form in their Submission.

This Addendum Number 1 consists of 9 page(s).

Scope of Work:

- 1.0** The purpose of this Addendum Number 1 is to amend the Procure Software section in the Scope of Work.
 - 1.1** In the Response Packet, the City stated that the VTScada software solution will be purchased from the implementation and integration services provider.
 - 1.2** This Addendum Number 1 amends the Procure Software section in the Scope of Work as follows:
 - 1.2.1** The City intends to procure a VTScada integrator including software, as part of the 2024 Budget. The City's intent is to procure the software, and then enter into a contract with an integration and implementation provider for VTScada by Trihedral. The awarded Proposer will be responsible for the final approved design, installation, and implementation and commissioning of the System, which will include but not be limited to development of user acceptance testing, system integration, and connectivity to existing resources. However, Proposers are permitted to propose alternate methods of work which may include the awarded Proposer purchasing VTScada on behalf of the City and transferring all licenses to the City of Bentonville. In the event that the City determines an alternate software resource is in the City's best interest, the Selection Committee and impacted Department will review the responses to this Request for Proposal to determine if Proposer's qualifications are applicable for the alternate software.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

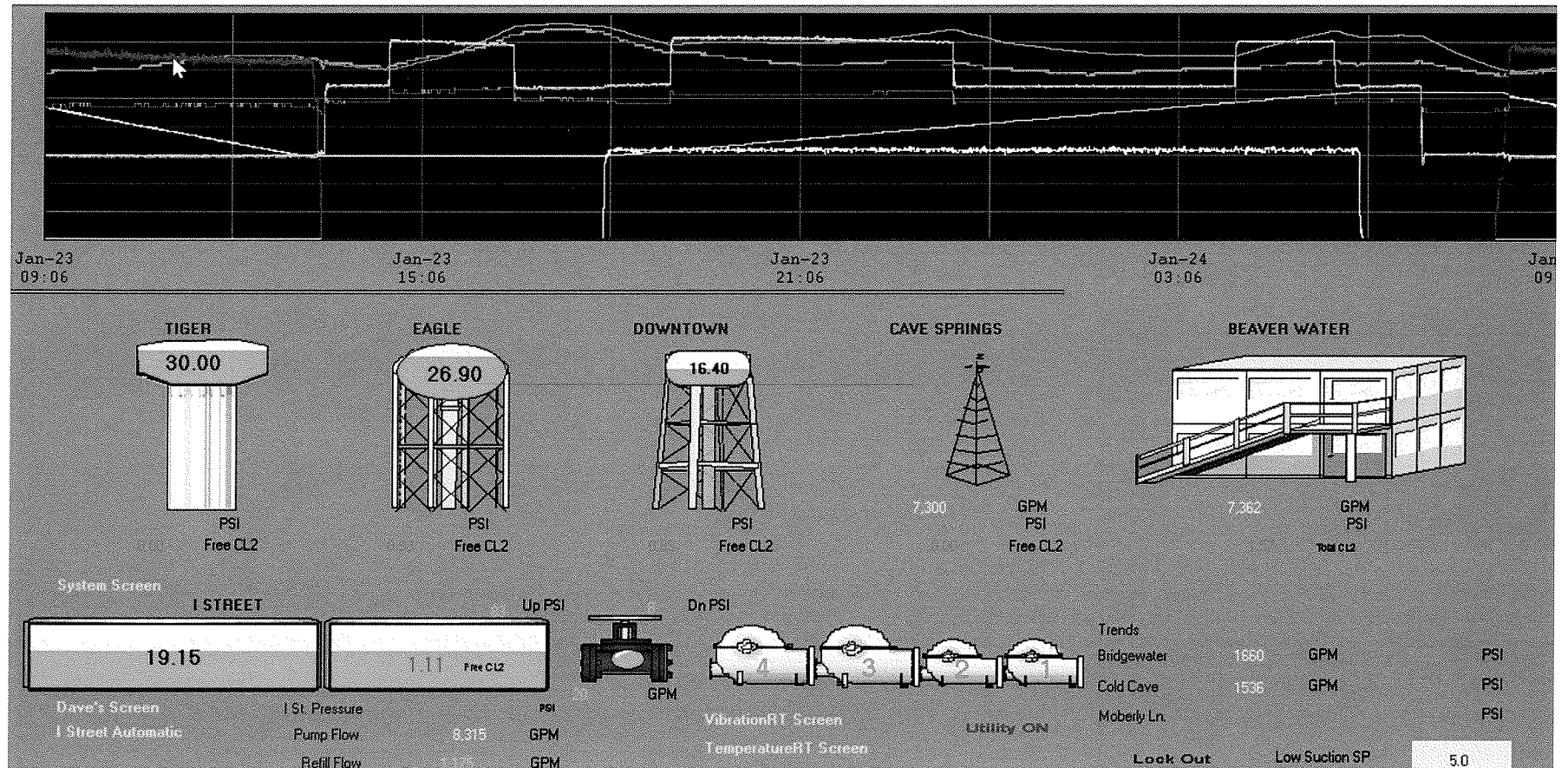
Submission of Proposal:

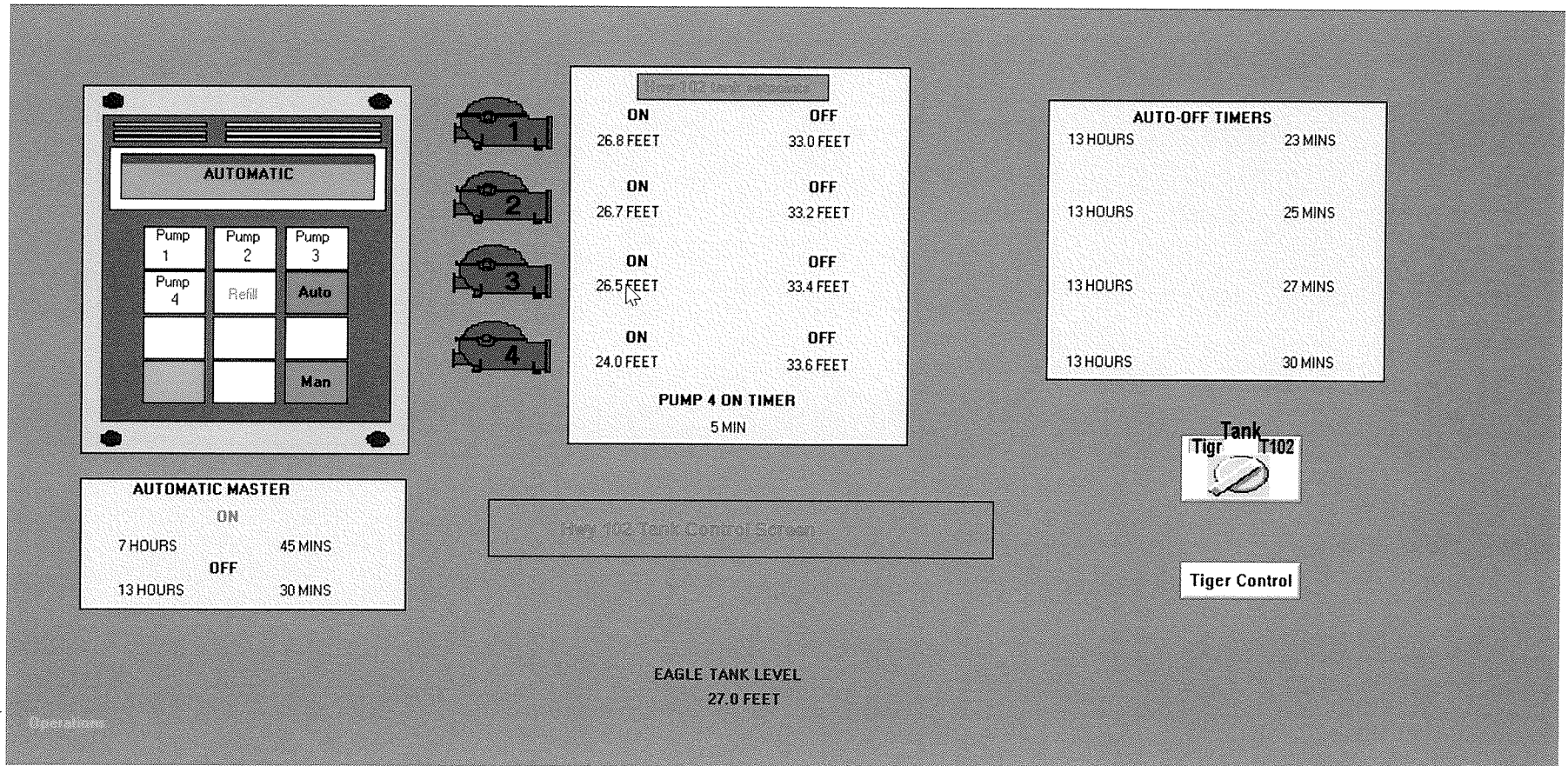
- 1.0** The City reminds Proposers that the initial Proposal shall include no cost information at this time. If in the City's best interest, Cost Proposals may be requested from the top three (3) rated Submitters.

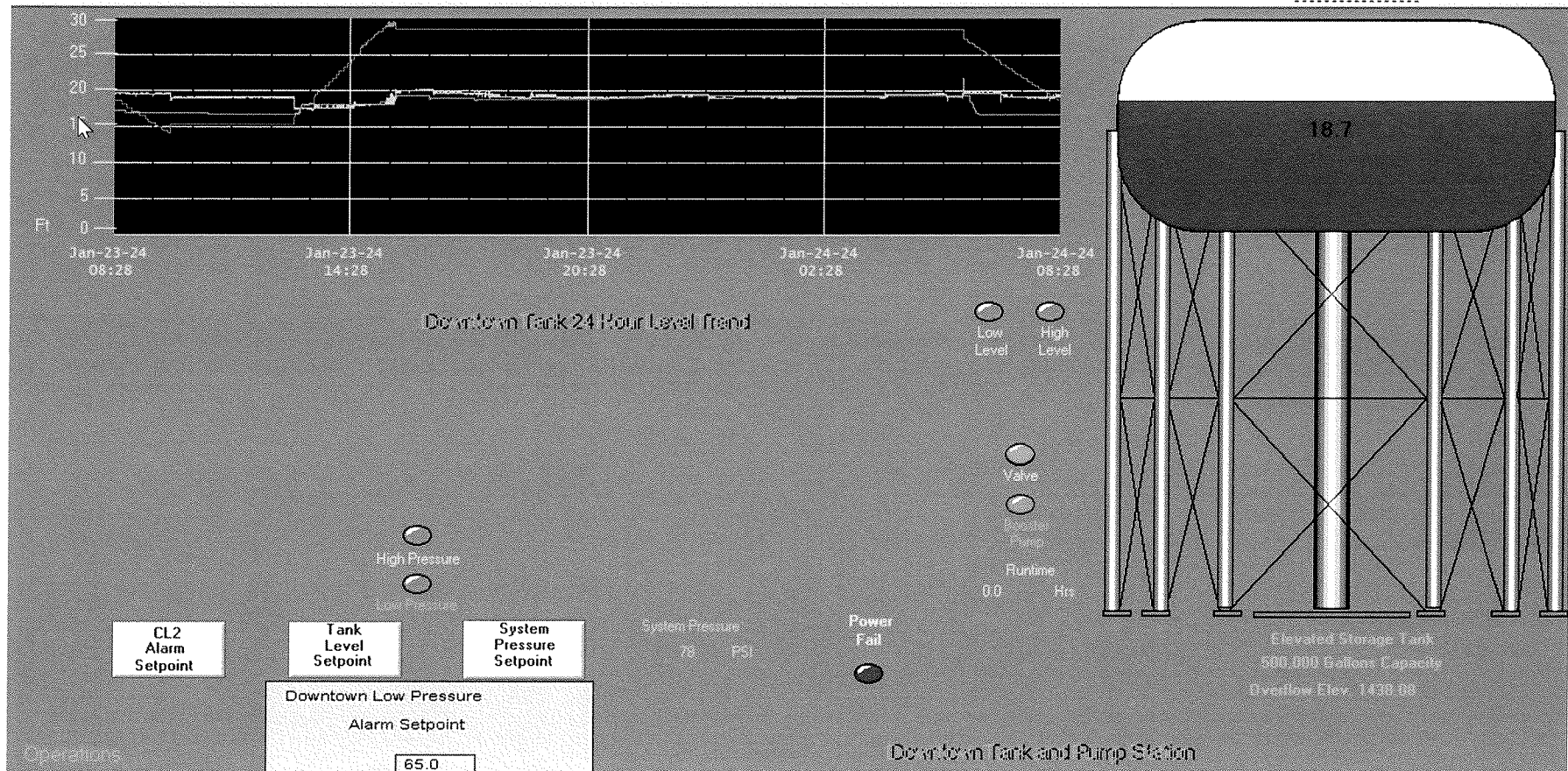
Questions and Answers:

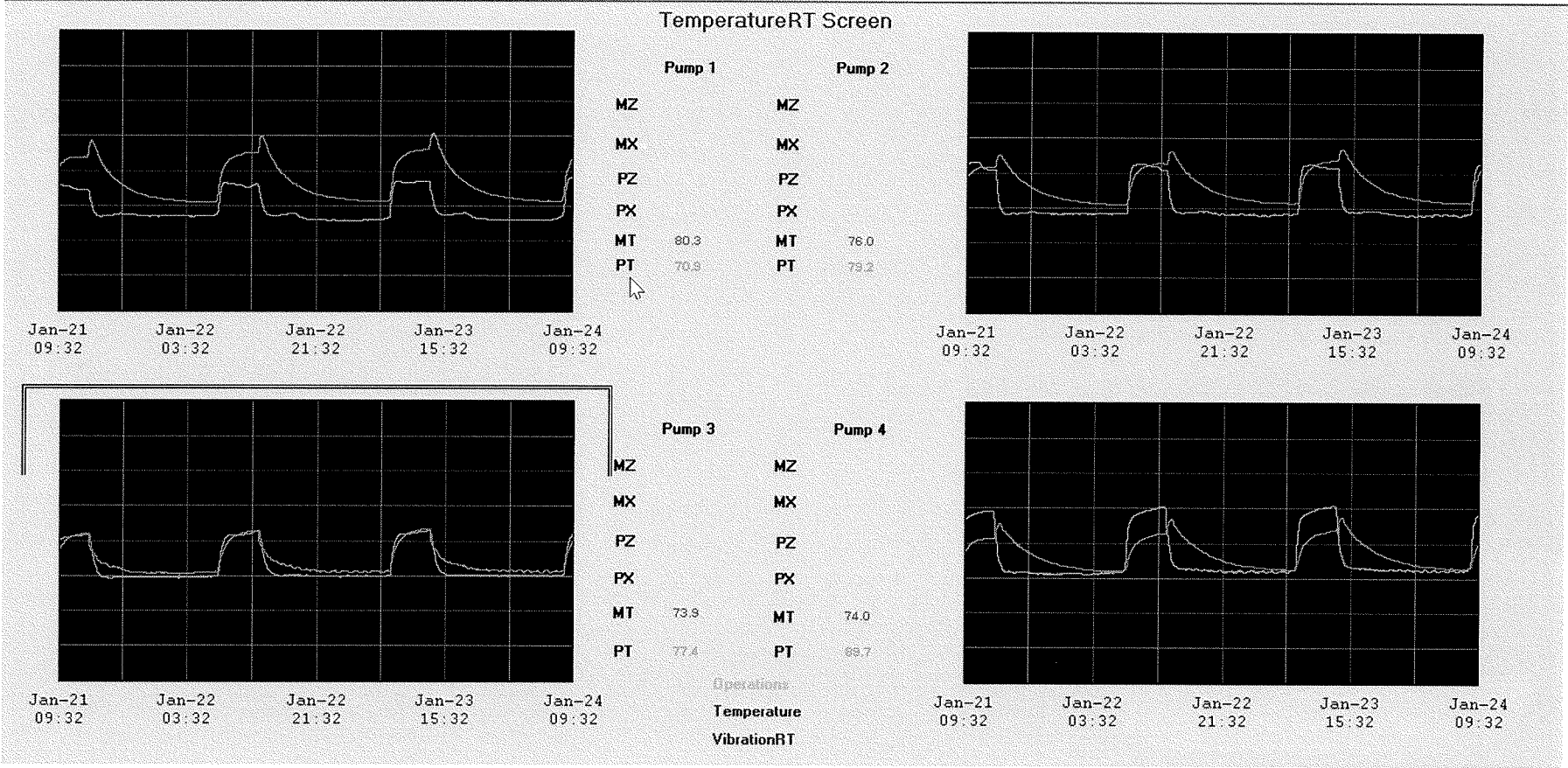
Line Number	Submitted Question	City's Response
1	Can you provide screen captures of existing graphics for estimating the quantity of equipment and signals, and the number of graphics and popup control faceplates?	Screenshots are included below as part of the response to Addendum 1. Screenshots are provided for example only and are not a reflection of the entirety of the project. The City's intent is to improve our system with newer higher quality graphics and signals.
2	Can you please clarify whether the VTScada software will be purchased by the owner, or the winning bidder?	See the amended Scope of Work above in this Addendum Number 1.
3	Unlimited Thin Client licensing will be provided but client workstations are not indicated in the scope of work. Would you like us to supply and configure workstations, if yes, how many?	One dedicated workstation will be provided by the City.
4	Ethernet cabling and network hardware/configuration, including Firewalls and switches are not indicated in the scope of work. Will any networking configuration be required?	All networking and configurations will be provided by the City.
5	Remote alarm notification requires one or more of the following items provided. Can you confirm this will be provided by the City? • Analog phone line for dialout using voice • Internal Email Server for using client's email system for SMS and Email alerts • Internet Access for using Gmail or similar system for SMS and Email alerts	The City will provide these items.

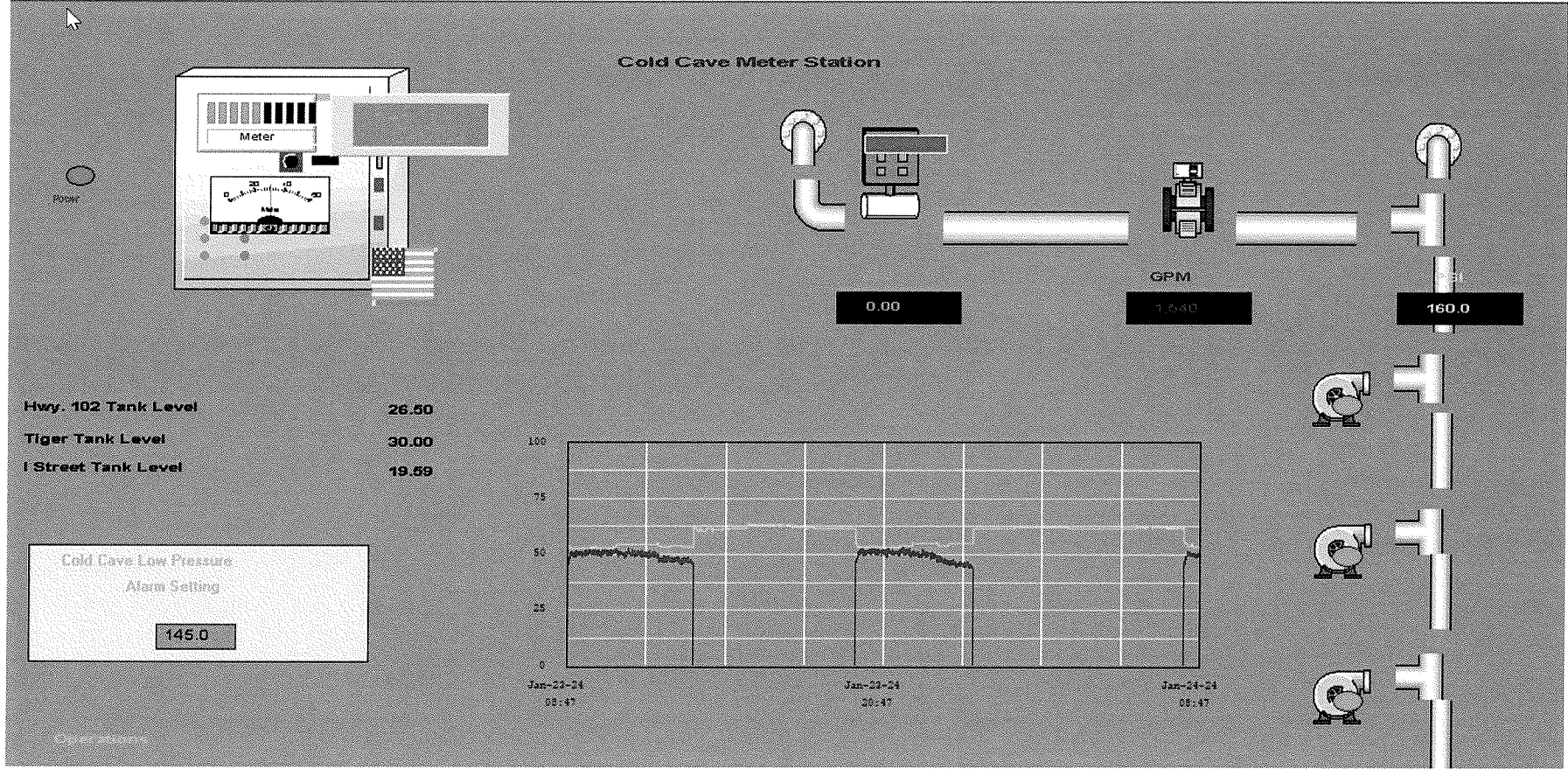
****REMINDER: ACKNOWLEDGEMENT OF THIS ADDENDUM IS REQUIRED IN ANY SUBMISSION****

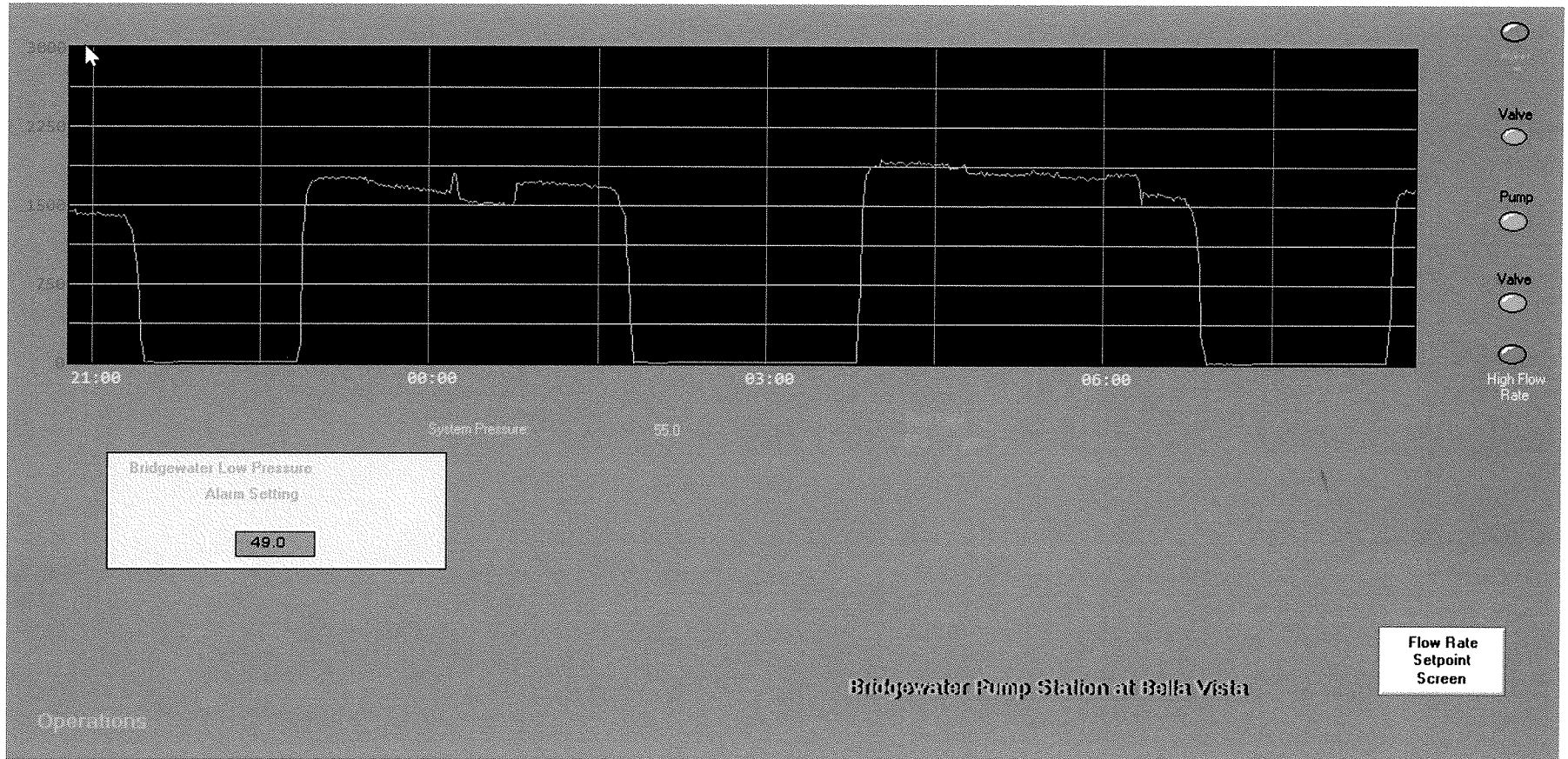


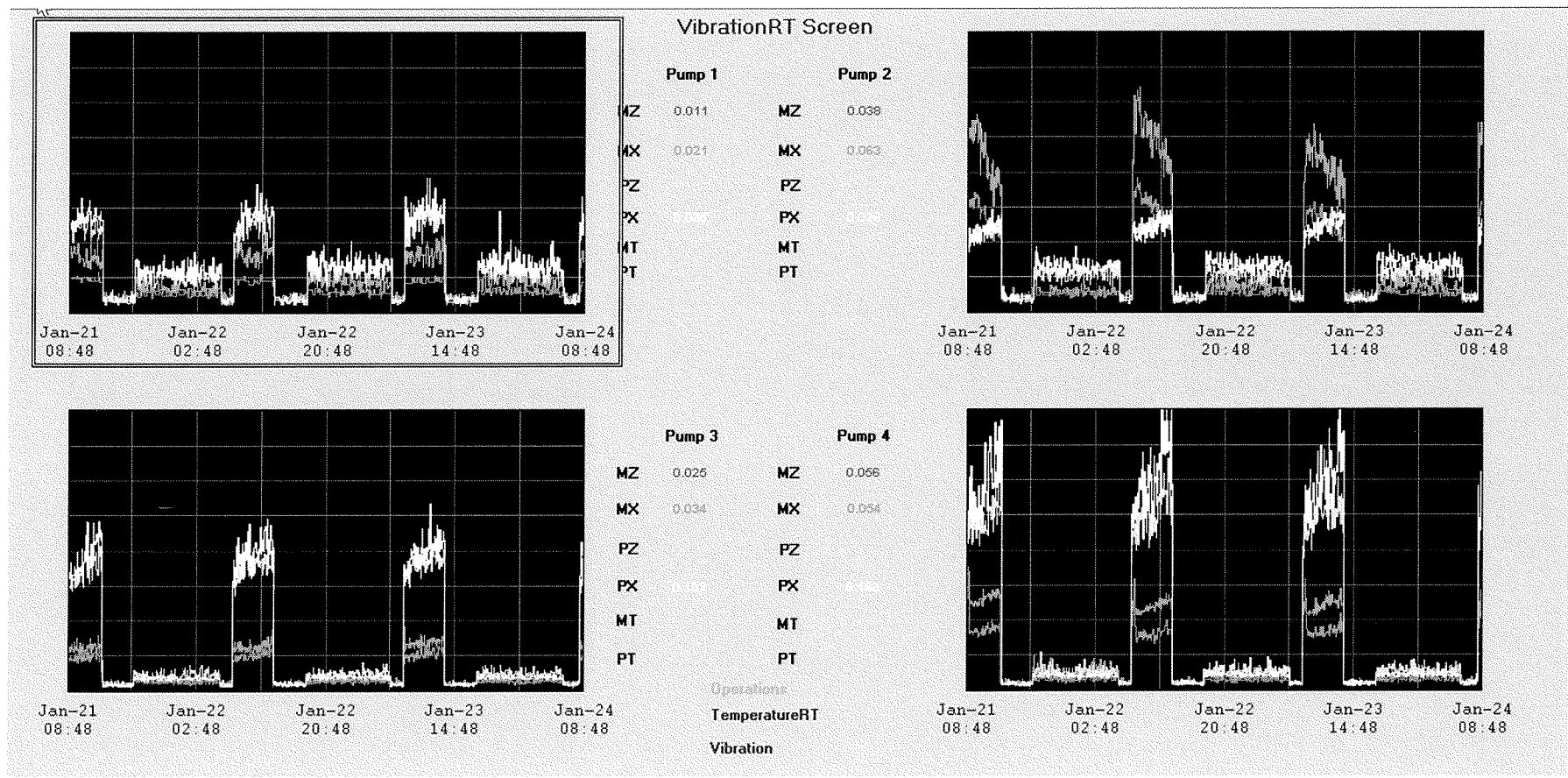












RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH JACOB’S ENGINEERING GROUP, INC., FOR THE DESIGN AND IMPLEMENTATION OF VTSCADA AT THE I ST. PUMP STATION, IN THE AMOUNT OF ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED FOUR DOLLARS AND EIGHTY-THREE CENTS (\$117,404.83); AND FOR OTHER PURPOSES.

WHEREAS, Jacob’s Engineering Group, Inc. submitted a proposal in response to RFP-24-10;

WHEREAS, the agreement includes the design and implementation of VTScada at the I St. pump station, upgrading the existing software to improve functionality; 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 Jacob’s Engineering Group, Inc., in the amount of one hundred seventeen thousand four hundred four dollars and eighty-three cents (\$117,404.83), for design and implementation of VTScada at the I St. Pump Station;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Donald Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water and Sewer Rehab
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to award Bid IFB-24-27 IDIQ for Water and Sewer Maintenance Work
Action Recommendation & Justification:	Approval to award IFB-24-27 to Ross and Co. Construction, Inc per the Unit Prices attached, for a Contract amount not to exceed \$500,000.00, for water and sewer maintenance work. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Due to the regular maintenance associated with our water distribution and wastewater collection system exceeding our existing staff's ability to meet the demand, it is necessary to bid out predetermined job duties. The estimated cost reflected is representative of the Water and Sewer Rehab Department's annual maintenance budget. Ross and Co. Construction is the lowest bidder. This contract will be for a one year term, renewable annually, not to exceed three years.
Amount for Approval:	\$ 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)

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):

The work from this Bid Award will be budgeted and funded out of GL accounts 503020-44450 and 503040-44450.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: IFB-24-27-Indefinite Delivery-Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work

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

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Bid Submission (attached hereto as **Exhibit A**) to the City’s formal Invitation for Bid-24-27-Indefinite Delivery-Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work (attached hereto as **Exhibit B**). The work shall consist of performing the services, including all labor, material, equipment, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Water Department Sewer Supervisor, Loran Shipman, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year term, renewable annually upon mutual written agreement via Amendment for a total maximum term not to exceed three (3) years, commencing on the effective date of this Contract.

- a. Effective Date:** The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.
- b. Pre-Work Assignment Meeting:** The City and the Contractor shall meet for a Pre-Work Assignment Meeting as needed throughout the Contract Term prior to each Work Assignment and prior to a Notice to Proceed being issued.
- c. Any changes to the Term of this Contract** shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



CITY OF BENTONVILLE, ARKANSAS

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders and Amendments. Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

e. Prompt Response: Contractor understands that they may receive Work Assignment requests from multiple City Departments at one time. Contractor shall provide prompt responses to such requests and give indication as to their availability for the Pre-Work Assignment Meeting and Work Assignment. Prompt Response shall be considered a response within two (2) business days.



CITY OF BENTONVILLE, ARKANSAS

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per unit cost as defined in the Bid Tabulation (attached hereto as **Exhibit C**) of this Contract for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees shall be as follows:

- a. Total Contract Amount Not to Exceed for each single year term:** \$500,000 (five hundred thousand dollars).
- b. The Not to Exceed Contract Amount set for the entire term of the Contract:** \$1,500,000.00 (one million five hundred thousand dollars).
- c. Per Unit Cost:** Per item (unit) costs shall be in accordance with the costs defined in Exhibit C- Bid Tabulation. Each Work Assignment will have a total cost based on the Line Items required for that Work Assignment.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City the following week, on Thursdays. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-24-27.

- a.** The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion and the Contractor has furnished the one (1) year warranty Bond.
- b.** All invoices must include sales tax information, either stating that Bentonville, AR taxes (9.5%) have been applied, taxes are not applicable (such as for construction/contractors), or other statement regarding taxes as applicable.



CITY OF BENTONVILLE, ARKANSAS

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service 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 Contract immediately.

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

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



CITY OF BENTONVILLE, ARKANSAS

written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract, except for those originally submitted in their Bid Submission (**EXHIBIT A**), without first obtaining the written approval of the City. The following Subcontractor has been identified by Contractor in their Bid Submission to IFB-24-27:

a. Pinnacle Plumbing

1. Work to be performed: Water and Sewer Services
2. Does Subcontractor's portion exceed \$50,000.00: No

Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B**, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit B** will result in the direct breach of this Contract and subsequent termination.

13. BONDS. Contractor shall be responsible for providing the following Guarantee Bonds to the City:

a. Performance and Payment: Upon time of signing this Contract, or at a time prior to the City executing this Contract, Contractor shall provide City with original files of an approved Performance Bond, and approved Payment Bond, each in an amount at least equal to the Total Bid Price (\$500,000), as specified and in accordance with the Bonds Section of **Exhibit B** attached hereto.



CITY OF BENTONVILLE, ARKANSAS

b. Maintenance Bond/Guarantee Bond: Upon City's approval of 100% completion, Contractor shall provide City with a Maintenance Bond/Guarantee Bond, in an amount at least equal to the final Contract Price (inclusive of any approved Change Orders) for the one (1) year guarantee/warranty of the workmanship and materials.

c. Bonds Due Prior to Work Commencing: The original copies of Performance and Payment Bonds must be received by the City prior to work beginning. Digital copies may be accepted in situations where an original is not feasible, however the originals must be received within two (2) business days of the digital copies.

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

15. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

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



CITY OF BENTONVILLE, ARKANSAS

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

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

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

20. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

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

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

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

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

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



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

Contract and then to **Exhibit B.**

[Signature Page Follows]

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



CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): _____

Title: _____

Ross and Co. Construction

Address: _____



BID TABULATION
IFB-24-27 Indefinite Delivery - Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work
City of Bentonville, Arkansas
Bids Received Thursday, May 9, 2024 at 3:00 PM

IFB-24-27 Indefinite Delivery - Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work				Calcon, Inc.		Mo-Ark Utilities		Ross & Co. Construction	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	4" concrete demolition, including haul off	SY	200	\$ 45.00	\$ 9,000.00	\$ 72.00	\$ 14,400.00	\$ 54.00	\$ 10,800.00
2	6" concrete demolition including haul off	SY	200	\$ 60.00	\$ 12,000.00	\$ 72.00	\$ 14,400.00	\$ 72.00	\$ 14,400.00
3	2-6" asphalt demolltion, including haul off	SY	200	\$ 45.00	\$ 9,000.00	\$ 50.00	\$ 10,000.00	\$ 22.50	\$ 4,500.00
4	6"+ asphalt demolition, including haul off	SY	200	\$ 60.00	\$ 12,000.00	\$ 50.00	\$ 10,000.00	\$ 45.00	\$ 9,000.00
5	Curb and gutter demolition, including haul off		200	\$ 70.00	\$ 14,000.00	\$ 30.00	\$ 6,000.00	\$ 45.00	\$ 9,000.00
6	Seed and straw (Seed rate of 8 pounds per 1,000 square feet)	SY	500	\$ 8.00	\$ 4,000.00	\$ 8.00	\$ 4,000.00	\$ 9.00	\$ 4,500.00
7	Furnish and Install Sod (Fescue)	SY	500	\$ 6.00	\$ 3,000.00	\$ 27.72	\$ 13,860.00	\$ 20.35	\$ 10,175.00
8	Furnish and Install Sod (Zyosia)	SY	200	\$ 34.00	\$ 6,800.00	\$ 30.78	\$ 6,156.00	\$ 25.20	\$ 5,040.00
9	Furnish and Install Sod (Bermuda)	SY	500	\$ 8.00	\$ 4,000.00	\$ 25.74	\$ 12,870.00	\$ 17.20	\$ 8,600.00
10	Furnish and install topsoil 4"– Over 200 SY	SY	200	\$ 5.00	\$ 1,000.00	\$ 4.50	\$ 900.00	\$ 6.37	\$ 1,274.00
11	Furnish and install topsoil 4" Under 200 SY	SY	400	\$ 11.00	\$ 4,400.00	\$ 60.00	\$ 24,000.00	\$ 5.73	\$ 2,292.00
12	Furnish and Install Mulch 4" Over 200 SY	SY	50	\$ 5.00	\$ 250.00	\$ 30.00	\$ 1,500.00	\$ 11.68	\$ 584.00
13	Furnish and Install Mulch 4" Under 200 SY	SY	100	\$ 7.00	\$ 700.00	\$ 30.00	\$ 3,000.00	\$ 11.68	\$ 1,168.00
14	Asphalt Repair (cold mix per BWU) (include Class 7 base and compaction)	SY	100	\$ 300.00	\$ 30,000.00	\$ 32.50	\$ 3,250.00	\$ 135.00	\$ 13,500.00
15	Construct curb and gutter per Street Specifications (include base in price)	LF	100	\$ 130.00	\$ 13,000.00	\$ 25.00	\$ 2,500.00	\$ 50.00	\$ 5,000.00
16	Construct sidewalks per Street Specifications (include base in price)	SY	100	\$ 300.00	\$ 30,000.00	\$ 50.00	\$ 5,000.00	\$ 117.00	\$ 11,700.00
17	Construct driveways (include base in price)	SY	100	\$ 300.00	\$ 30,000.00	\$ 50.00	\$ 5,000.00	\$ 120.00	\$ 12,000.00
18	Furnish and Install New Water service Single 5/8" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	50	\$ 1,800.00	\$ 90,000.00	\$ 1,200.00	\$ 60,000.00	\$ 2,437.00	\$ 121,850.00
19	Furnish and Install New Water service Single 5/8" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	50	\$ 5,300.00	\$ 265,000.00	\$ 2,400.00	\$ 120,000.00	\$ 2,637.00	\$ 131,850.00
20	Furnish and Install New Water service Double 5/8" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	50	\$ 2,500.00	\$ 125,000.00	\$ 1,800.00	\$ 90,000.00	\$ 2,637.00	\$ 131,850.00
21	Furnish and Install New Water service Double 5/8" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	50	\$ 6,000.00	\$ 300,000.00	\$ 3,000.00	\$ 150,000.00	\$ 2,837.00	\$ 141,850.00
22	Furnish and Install New Water service 1" w/ Long Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	10	\$ 1,900.00	\$ 19,000.00	\$ 1,400.00	\$ 14,000.00	\$ 2,537.00	\$ 25,370.00
23	Furnish and Install New Water service 1" w/ Long Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	10	\$ 5,400.00	\$ 54,000.00	\$ 2,600.00	\$ 26,000.00	\$ 2,737.00	\$ 27,370.00
24	Furnish and Install New Water service 2" w/ Long Side (per BWU Detail - Includes all excavation of 0 ft to 7 ft in depth)	EA	5	\$ 5,500.00	\$ 27,500.00	\$ 4,000.00	\$ 20,000.00	\$ 4,865.00	\$ 24,325.00
25	Furnish and Install New Water service 2" w/ Long Side (per BWU Detail - Includes all excavation of 8 ft to 13 ft in depth)	EA	5	\$ 9,000.00	\$ 45,000.00	\$ 5,200.00	\$ 26,000.00	\$ 5,065.00	\$ 25,325.00
26	Furnish and Install New Water service Single 5/8" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	50	\$ 2,300.00	\$ 115,000.00	\$ 900.00	\$ 45,000.00	\$ 1,613.00	\$ 80,650.00
27	Furnish and Install New Water service Single 5/8" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	50	\$ 5,800.00	\$ 290,000.00	\$ 1,800.00	\$ 90,000.00	\$ 1,813.00	\$ 90,650.00
28	Furnish and Install New Water service Double 5/8" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	50	\$ 2,600.00	\$ 130,000.00	\$ 1,800.00	\$ 90,000.00	\$ 1,813.00	\$ 90,650.00
29	Furnish and Install New Water service Double 5/8" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	50	\$ 6,100.00	\$ 305,000.00	\$ 2,700.00	\$ 135,000.00	\$ 2,013.00	\$ 100,650.00
30	Furnish and Install New Water service 1" Main Side (Includes all excavation at 0 ft to 7 ft in depth)	EA	10	\$ 2,400.00	\$ 24,000.00	\$ 950.00	\$ 9,500.00	\$ 1,713.00	\$ 17,130.00
31	Furnish and Install New Water service 1" Main Side (Includes all excavation at 8 ft to 13 ft in depth)	EA	10	\$ 5,900.00	\$ 59,000.00	\$ 1,850.00	\$ 18,500.00	\$ 1,913.00	\$ 19,130.00

32	Furnish and Install New Water service 2" Main Side (per BWU Detail - Includes all excavation at 0 ft to 7 ft in depth)	EA	5	\$ 6,000.00	\$ 30,000.00	\$ 3,500.00	\$ 17,500.00	\$ 3,961.00	\$ 19,805.00
33	Furnish and Install New Water service 2" Main Side (per BWU Detail - Includes all excavation at 8 ft to 13 ft in depth)	EA	5	\$ 9,500.00	\$ 47,500.00	\$ 4,400.00	\$ 22,000.00	\$ 4,161.00	\$ 20,805.00
34	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	EA	250	\$ 1,800.00	\$ 450,000.00	\$ 950.00	\$ 237,500.00	\$ 667.00	\$ 166,750.00
35	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	EA	250	\$ 4,300.00	\$ 1,075,000.00	\$ 1,850.00	\$ 462,500.00	\$ 867.00	\$ 216,750.00
36	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	EA	250	\$ 1,800.00	\$ 450,000.00	\$ 1,400.00	\$ 350,000.00	\$ 767.00	\$ 191,750.00
37	Furnish and Install New service line 1" Long Side, (Includes all excavation at 8 ft to 13 ft)	EA	250	\$ 4,300.00	\$ 1,075,000.00	\$ 2,600.00	\$ 650,000.00	\$ 967.00	\$ 241,750.00
38	Furnish and Install New service Line Only 1" Main Side (No excavation needed)	EA	250	\$ 500.00	\$ 125,000.00	\$ 450.00	\$ 112,500.00	\$ 250.00	\$ 62,500.00
39	Furnish and Install New Service line Only 1" Long Side (No excavation needed)	EW	250	\$ 780.00	\$ 195,000.00	\$ 675.00	\$ 168,750.00	\$ 320.00	\$ 80,000.00
40	Furnish and replace private water service 1" (licensed Plumber Required)	LF	100	\$ 27.00	\$ 2,700.00	\$ 27.00	\$ 2,700.00	\$ 35.00	\$ 3,500.00
41	Furnish and replace private water service 3/4" (licensed Plumber Required)	LF	100	\$ 27.00	\$ 2,700.00	\$ 27.00	\$ 2,700.00	\$ 35.00	\$ 3,500.00
42	Furnish and Install 18" Meter tile and lid	EA	10	\$ 940.00	\$ 9,400.00	\$ 500.00	\$ 5,000.00	\$ 380.00	\$ 3,800.00
43	Furnish and Install 18" lid replacement	EA	5	\$ 200.00	\$ 1,000.00	\$ 200.00	\$ 1,000.00	\$ 160.00	\$ 800.00
44	Furnish and Install 18" DFW load rated meter tile	EA	10	\$ 1,050.00	\$ 10,500.00	\$ 400.00	\$ 4,000.00	\$ 160.00	\$ 1,600.00
45	Furnish and Install 18" DFW load rated polymer lid	EA	5	\$ 240.00	\$ 1,200.00	\$ 240.00	\$ 1,200.00	\$ 160.00	\$ 800.00
46	Furnish and Install 24" x 30" meter tile and lid	EA	5	\$ 1,300.00	\$ 6,500.00	\$ 800.00	\$ 4,000.00	\$ 600.00	\$ 3,000.00
47	Adjust Elevation of meter tile and setter	EA	25	\$ 200.00	\$ 5,000.00	\$ 200.00	\$ 5,000.00	\$ 150.00	\$ 3,750.00
48	Adjust valve boxes (up to 6")	EA	15	\$ 350.00	\$ 5,250.00	\$ 350.00	\$ 5,250.00	\$ 320.00	\$ 4,800.00
49	Adjust valve boxes (additional 6" increments, first 6" paid for using the Unit Price above)	EA	10	\$ 700.00	\$ 7,000.00	\$ 350.00	\$ 3,500.00	\$ 450.00	\$ 4,500.00
50	Furnish and replace fire hydrant	EA	5	\$ 4,900.00	\$ 24,500.00	\$ 7,000.00	\$ 35,000.00	\$ 5,100.00	\$ 25,500.00
51	Furnish and install fire hydrant traffic repair kit	EA	10	\$ 620.00	\$ 6,200.00	\$ 1,000.00	\$ 10,000.00	\$ 620.00	\$ 6,200.00
52	Prep and paint fire hydrant (include number stencil)	EA	200	\$ 150.00	\$ 30,000.00	\$ 100.00	\$ 20,000.00	\$ 100.00	\$ 20,000.00
53	Furnish and install fire hydrant seat kit	EA	20	\$ 540.00	\$ 10,800.00	\$ 1,000.00	\$ 20,000.00	\$ 1,100.00	\$ 22,000.00
54	Light Cleaning Sanitary Sewer 12" to 24" diameter	LF	500	\$ 6.00	\$ 3,000.00	\$ 5.00	\$ 2,500.00	\$ 4.00	\$ 2,000.00
55	Light Cleaning Sanitary Sewer 24" to 36" diameter	LF	500	\$ 7.00	\$ 3,500.00	\$ 6.35	\$ 3,175.00	\$ 5.00	\$ 2,500.00
56	Heavy Cleaning Sanitary Sewer 12" to 24" diameter	LF	500	\$ 13.00	\$ 6,500.00	\$ 13.35	\$ 6,675.00	\$ 10.00	\$ 5,000.00
57	Heavy Cleaning Sanitary Sewer 24" to 36" diameter	LF	500	\$ 20.00	\$ 10,000.00	\$ 20.35	\$ 10,175.00	\$ 15.00	\$ 7,500.00
58	Camera Inspection on 4" - 12"	LF	500	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00	\$ 4.00	\$ 2,000.00
59	Camera Inspection on 12" - 24"	LF	500	\$ 7.00	\$ 3,500.00	\$ 7.00	\$ 3,500.00	\$ 6.00	\$ 3,000.00
60	Camera Inspection on 24" to 36"	LF	500	\$ 8.00	\$ 4,000.00	\$ 8.00	\$ 4,000.00	\$ 7.00	\$ 3,500.00
61	Replace Manhole ring and lid	EA	5	\$ 3,000.00	\$ 15,000.00	\$ 3,000.00	\$ 15,000.00	\$ 2,500.00	\$ 12,500.00
62	Adjust manhole lid elevation (up to 4")	EA	5	\$ 460.00	\$ 2,300.00	\$ 800.00	\$ 4,000.00	\$ 400.00	\$ 2,000.00
63	Adjust manhole lide elevation (in 6" incrememtns up to 24")	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00	\$ 1,500.00	\$ 3,000.00
64	Remove cone and raise manhole (2' minimum in 1' increments)	EA	5	\$ 8,000.00	\$ 40,000.00	\$ 8,000.00	\$ 40,000.00	\$ 4,000.00	\$ 20,000.00
65	Construct 4' diameter manhole, less than or equal to 6' deep	EA	2	\$ 7,200.00	\$ 14,400.00	\$ 8,000.00	\$ 16,000.00	\$ 6,500.00	\$ 13,000.00
66	Additional Depth for a 4' Diameter Manhole	LF	1	\$ 800.00	\$ 800.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
67	Construct 6' diameter manhole, less than or equal to 6' deep	EA	1	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,000.00	\$ 12,000.00
68	Additional Depth for a 6' Diameter Manhole	LF	1	\$ 900.00	\$ 900.00	\$ 1,500.00	\$ 1,500.00	\$ 850.00	\$ 850.00
69	Remove Existing manhole	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,300.00	\$ 4,600.00
70	Abandon Manhole in place	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
71	Repair 4" sewer service line- includes all excavation at 0 ft to 7 ft in depth	LF	150	\$ 120.00	\$ 18,000.00	\$ 35.00	\$ 5,250.00	\$ 35.00	\$ 5,250.00
72	Repair 4" sewer service line- includes all excavation at 8 ft to 13 ft in depth	LF	50	\$ 350.00	\$ 17,500.00	\$ 60.00	\$ 3,000.00	\$ 40.00	\$ 2,000.00
73	Repair 4" sewer service line - No excavation required	LF	150	\$ 40.00	\$ 6,000.00	\$ 20.00	\$ 3,000.00	\$ 20.00	\$ 3,000.00

74	Repair 6" sewer service line includes all excavation 0 ft to 7 ft in depth	LF	100	\$ 125.00	\$ 12,500.00	\$ 45.00	\$ 4,500.00	\$ 38.00	\$ 3,800.00
75	Repair 6" sewer service line includes all excavation 8 ft to 13 ft in depth	LF	50	\$ 360.00	\$ 18,000.00	\$ 70.00	\$ 3,500.00	\$ 40.00	\$ 2,000.00
76	Repair 6" sewer service line - no excavation required	LF	100	\$ 45.00	\$ 4,500.00	\$ 35.00	\$ 3,500.00	\$ 22.00	\$ 2,200.00
77	Install sewer service check valve - Includes all excavation at 0 ft to 7 ft in depth	EA	20	\$ 2,100.00	\$ 42,000.00	\$ 2,500.00	\$ 50,000.00	\$ 550.00	\$ 11,000.00
78	Install or Replace Clean-out (Relief valve required) - Includes all excavation at 0 ft to 7 ft in depth	EA	25	\$ 2,200.00	\$ 55,000.00	\$ 2,500.00	\$ 62,500.00	\$ 350.00	\$ 8,750.00
79	Repair Broken Cleanout (Relief valve required) - Includes all excavation at 0 ft to 7 ft in depth)	EA	30	\$ 2,200.00	\$ 66,000.00	\$ 2,500.00	\$ 75,000.00	\$ 350.00	\$ 10,500.00
80	Local Street Closure (one day)	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,300.00	\$ 2,600.00
81	(In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid- all other Line Items shall include labor rates in addition to all other costs	Per Hour	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 36.00	\$ 36.00
82	(In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid- all other Items shall include equipment and operator costs in addition to all other costs)	Per Hour	1	\$ 200.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 120.00	\$ 120.00
TOTAL BID PRICE				\$ 5,981,050.00		\$ 3,520,911.00		\$ 2,403,249.00	
Surchare for Priority Start (within 7 calendar days of Work Assignment Date):		Flat Fee		\$ 2,000.00		\$ 1,200.00		\$ 1,200.00	
Surchare for Emergency Start (within 7 calendar days of Work Assignment Date):		Flat Fee		\$ 7,000.00		\$ 4,500.00		\$ 2,500.00	
				*Line 82 Extended Price and Total Bid Price corrected during Bid Evaluation					
purchasing@bentonvillear.com - (479) 271-3115									

RESOLUTION NO. _____

**A RESOLUTION AWARDDING BID IFB-24-27 TO ROSS AND CO. CONSTRUCTION,
FOR WATER AND SEWER MAINTENANCE WORK NEEDED FOR WATER
UTILITIES, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND
DOLLARS (\$500,000.00); AND FOR OTHER PURPOSES.**

WHEREAS, Ross and Co. Construction is the lowest qualified bidder for bid IFB-24-27;

WHEREAS, this agreement will be for a one-year term, per the unit prices, renewing annually upon mutual written agreement for a total maximum term not to exceed three (3) years;

WHEREAS, due to regular maintenance this agreement will allow the ability to contract out certain job duties for Water Utilities to meet the demand of their systems; and

WHEREAS, this will be paid with budgeted funds on an as-needed basis from the Water and Sewer Rehab Departments maintenance budget for 2024.

**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 Ross and Co. Construction to contract out certain job duties for Water Utilities;

Section 2: The estimated contract cost will be used on an as-needed basis in the amount not to exceed five hundred thousand dollars (\$500,000.00);

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:

MALORIE MARRS, CITY CLERK



Consent Agenda Item [LS24-0015](#)

For the Planning Commission meeting on June 25, 2024

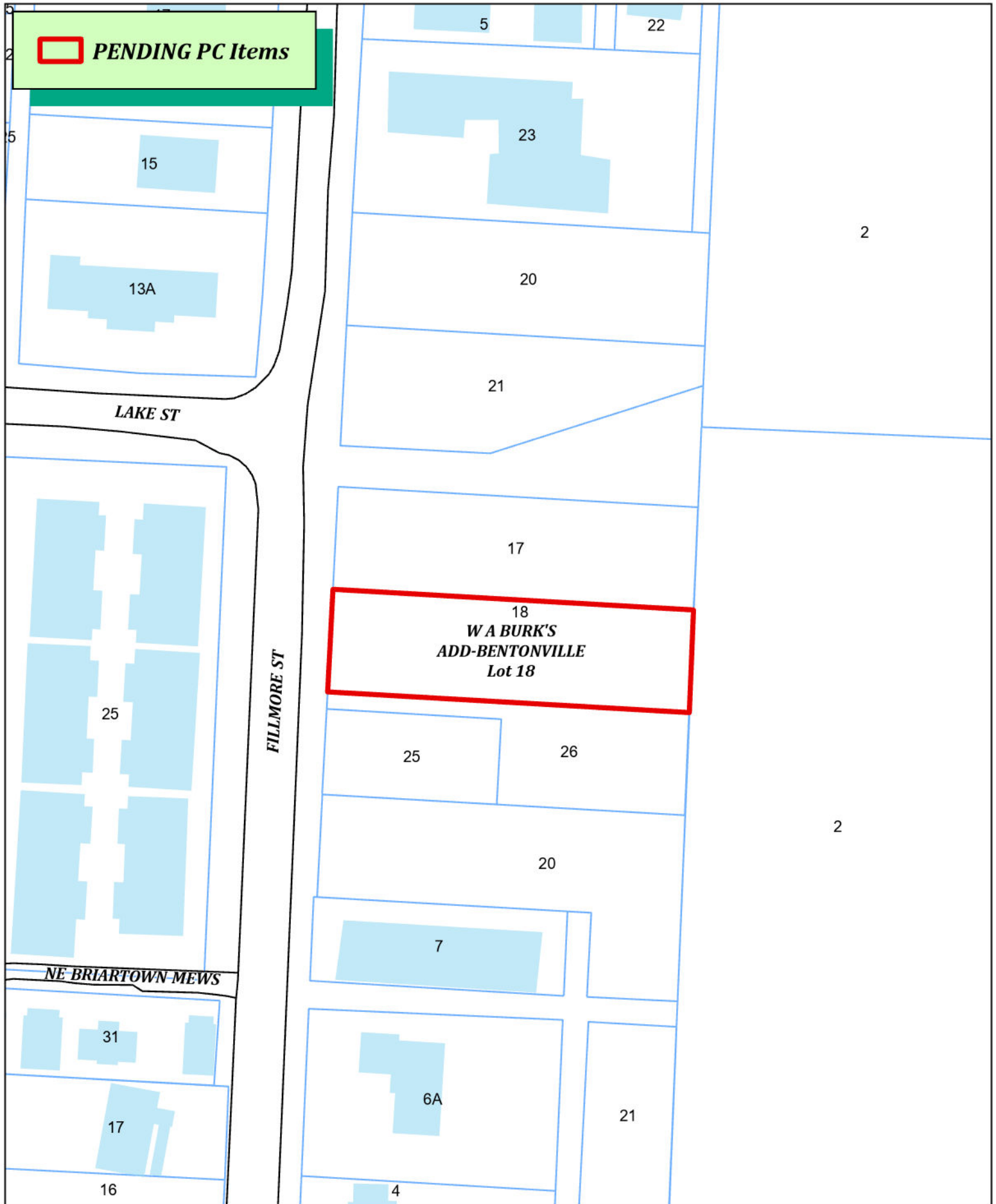
Details

Lot Split: Lots 27 and 28, Block 14 of W.A. Burk's Addition, 1126 Fillmore LLC, 1126 Fillmore Street, DN-2, Downtown Medium Density Residential, *LS24-0015*

A lot split of existing Lot 18, Block 14 of W.A. Burk's Addition, creating new Lots 27 and 28, Block 14 of W.A. Burk's Addition. Per the requirements of the current Master Street Plan, the existing right-of-way is adequate along Fillmore Street. The plat will dedicate a 12' Utility easement along Fillmore Street.



PENDING PC Items



LS24-0015
W A BURK'S ADD-BENTONVILLE Lot 18
Lot Split



CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION _____

SIGNED: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE: _____
STATE OF ARKANSAS)

COUNTY OF BENTON)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2024.

NOTARY PUBLIC SIGNATURE



FLOOD CERTIFICATION

THIS PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA PANEL #05007C0090 J, DATED SEPTEMBER 28, 2007.



LEGEND

- S.I.P. SET IRON PIN
- F.I.P. FOUND IRON PIN
- ⊗ CHISELED "X" IN CONCRETE
- PROPERTY LINE
- CENTERLINE
- ADJ. PROPERTY LINE
- UTILITY EASEMENT
- ⚡ POWER POLE
- Ⓢ SEWER MANHOLE
- Ⓣ TELEPHONE
- ▨ EASEMENT & R.O.W. AREAS

SURVEYOR NOTES:

- PARENT DEED FILED IN BOOK L2024 AT PAGE 12635.
- PROPERTY IS COUNTY TAX PARCEL #01-04622-000.
- THE CURRENT ZONING FOR THE PROPERTY IS DOWNTOWN (DN-2). SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
- OUR LIMITED RESEARCH COULD NOT FIND ANY EXISTING EASEMENTS ON THE PARENT TRACT, A MORE INDEPTH SEARCH IS NEEDED TO VERIFY.
- WORK IN THE RIGHT OF WAY TO BE REVIEWED AND APPROVED BY THE CITY ENGINEER.



SITE:



FILLMORE STREET

(DOWNTOWN LOCAL) 50' R.O.W.

NW CORNER LOT 18 W.A. BURKS ADD.

01-04623-000
WINDEV LLC
400 E 5TH ST # 200
DAYTON, OH 45402

PRIVATE UTILITY & ACCESS EASEMENT DEDICATED PER DOC. #L202429045, DATED 06/05/2024, FILED IN BENTON COUNTY, ARKANSAS

LOT 27
5,053 sq. ft.
0.116 acres

12' UTILITY EASEMENT (TO BE DEDICATED BY THIS PLAT)
S47°02'30"E 15.67'

NEW LOT LINE PER THIS PLAT

PRIVATE UTILITY & ACCESS EASEMENT DEDICATED PER DOC. #L202429045, DATED 06/05/2024, FILED IN BENTON COUNTY, ARKANSAS

OLD LOT 18
12,668 sq. ft.
0.291 acres

NEW LOT LINE PER THIS PLAT

LOT 28
7,615 sq. ft.
0.175 acres

01-15203-000
CITY OF BENTONVILLE
1000 SW 14TH ST
BENTONVILLE AR 72712

N-754,217.98
E-663,197.41

CITY REQUIRED NOTES:

- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
- OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

PROPERTY DESCRIPTION (PARENT LOT)

LOT 18, BLOCK 14, W.A. BURKS ADDITION, TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PROPERTY LINE ADJUSTMENT PLAT ON FILE AS DOCUMENT NO. L202071257.

PROPERTY DESCRIPTION (LOT 27, BLOCK 14)

BEING A PORTION OF LOT 18, BLOCK 14, W.A. BURKS ADDITION, TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PROPERTY LINE ADJUSTMENT PLAT ON FILE AS DOCUMENT NO. L202071257, BEING IN THE NE¼ OF THE NE¼ OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF OLD LOT 18, BLOCK 14, W.A. BURKS ADDITION, THENCE SOUTH 86°40'50" EAST 102.13 FEET; THENCE SOUTH 02°55'21" WEST 50.06 FEET; THENCE NORTH 86°41'05" WEST 90.13 FEET; THENCE NORTH 47°02'30" WEST; THENCE NORTH 02°55'21" EAST 40.07 FEET TO THE POINT OF BEGINNING, CONTAINING 0.116 ACRES MORE OR LESS.

PROPERTY DESCRIPTION (LOT 28, BLOCK 14)

BEING A PORTION OF LOT 18, BLOCK 14, W.A. BURKS ADDITION, TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PROPERTY LIEN ADJUSTMENT PLAT ON FILE AS DOCUMENT NO. L202071257, BEING IN THE NE¼ OF THE NE¼ OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF OLD LOT 18, BLOCK 14, W.A. BURKS ADDITION, THENCE SOUTH 02°55'21" WEST 40.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 47°02'30" EAST 15.67 FEET; THENCE SOUTH 86°41'05" EAST 90.13 FEET; THENCE NORTH 02°55'21" EAST 50.06 FEET; THENCE SOUTH 86°40'50" EAST 108.46 FEET; THENCE SOUTH 02°16'19" WEST 60.06 FEET; THENCE NORTH 86°41'05" WEST 211.27 FEET; THENCE NORTH 02°55'21" EAST 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.175 ACRES MORE OR LESS.

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____

MAYOR

CITY CLERK

PLANNING COMMISSION CHAIRMAN

PROPERTY DESCRIPTION (ACCESS & UTILITY EASEMENT)

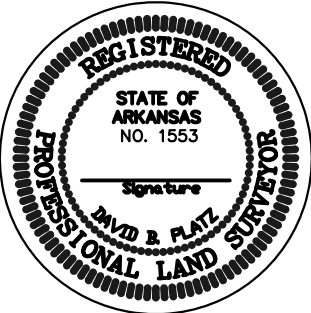
A PART OF THE NE¼ OF THE NE¼ OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 18, BLOCK 14, W.A. BURKS ADDITION, THENCE SOUTH 02°55'21" WEST 40.07 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE SOUTH 47°02'30" EAST 15.67 FEET; THENCE SOUTH 86°41'05" EAST 75.13 FEET; THENCE NORTH 02°55'21" EAST 50.16 FEET; THENCE SOUTH 86°40'50" EAST 27.00 FEET; THENCE SOUTH 02°55'21" WEST 60.06 FEET; THENCE NORTH 86°37'50" WEST 114.13 FEET; THENCE NORTH 02°55'21" EAST 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2,549 SQUARE FEET OR 0.0585 ACRES MORE OR LESS.

CERTIFICATE OF ACCURACY

I, DAVID B. PLATZ, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1553
STATE OF ARKANSAS



LOT SPLIT CREATING LOTS 27 & 28, BLOCK 14 OF W.A. BURKS ADDITION	REVISIONS		
	No.:	BY:	DATE:
OWNER CONTACT INFO: KIRIN & MARCELO VIEIRA "1126 FILLMORE LLC" 2315 CYPRESS PT E AUSTIN, TX 78746	#1	K.V.	4/4/24
	#2	CITY	5/24/24
273-7989 OR 366-7989 DAVID B. PLATZ LAND SURVEYOR P.O. BOX 223 BENTONVILLE, AR 72712	DRAWN BY:	DP/MP	DATE: 3/20/24
	CHECKED BY:		JOB No.: 2024130
	SCALE:	1"=30'	SHEET: 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 18, BLOCK 14 OF W.A. BURK'S ADDITION CREATING NEW LOTS 27 AND 28, BLOCK 14 OF W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS24-0015)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 18, BLOCK 14 OF W.A. BURK'S ADDITION creating new LOTS 27 AND 28, BLOCK 14 OF W.A. BURK'S ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 18, 2024;

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

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

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

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

Section 1: That the lot split of LOT 18, BLOCK 14 OF W.A. BURK'S ADDITION creating new LOTS 27 AND 28, BLOCK 14 OF W.A. BURK'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item [FP24-0001](#)

For the Planning Commission meeting on June 25, 2024

Details

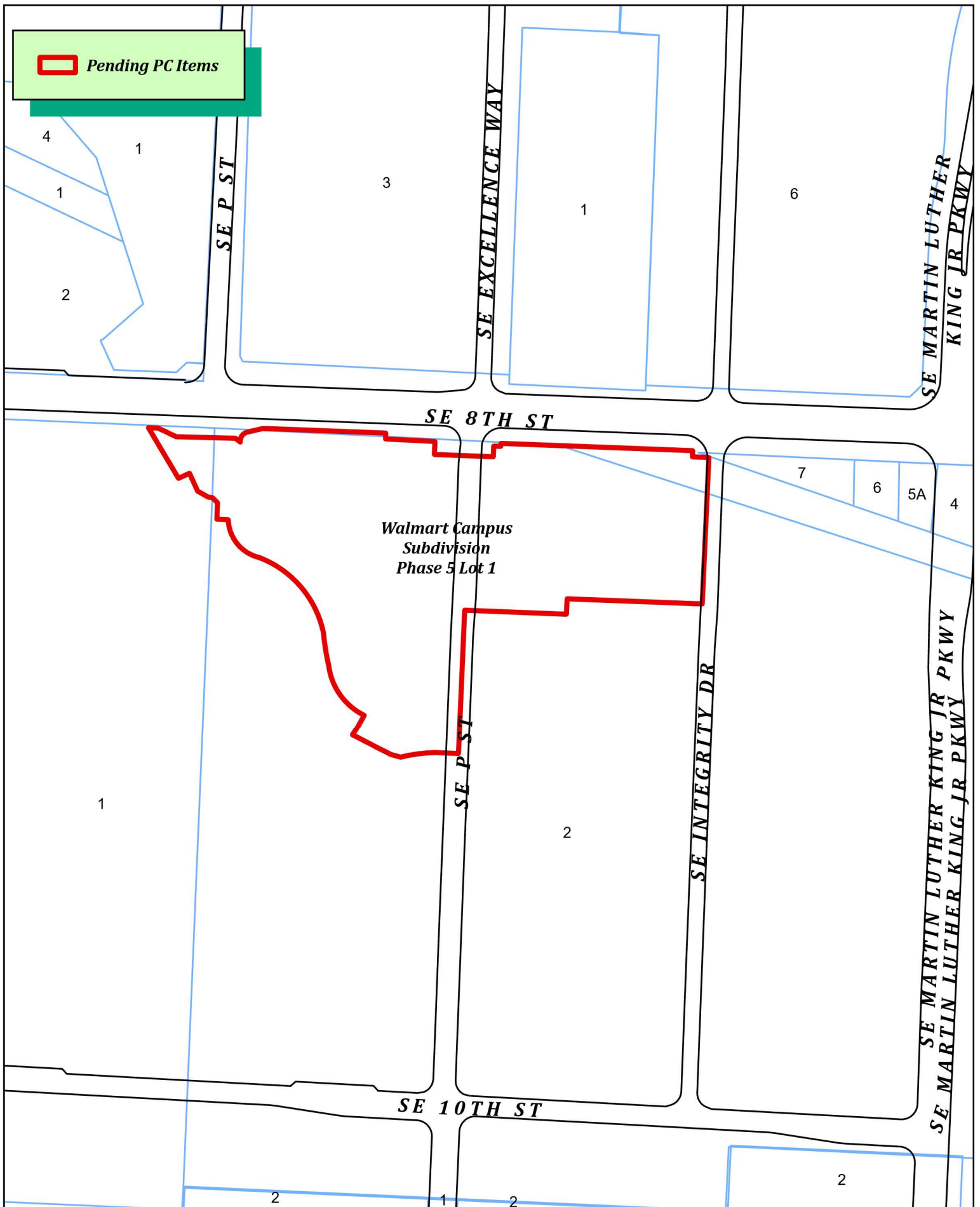
1. Final Plat: Walmart Campus Subdivision, Phase 5, 1600 Southeast 8th Street, PUD, Planned Unit Development, *FP24-0001*

This property is located at 1600 Southeast 8th Street. It is currently zoned PUD, Planned Unit Development. Adjacent zoning includes PUD, Planned Unit Development. This applicant is proposing a final plat of Lots 1 and 2 of Phase 5 of Walmart Campus Subdivision. This includes a southeast portion of the approved preliminary plat. This plat adjusts existing lot lines.

The plat does not dedicate any new utility easements to serve the new lot adjustment. All requirements of the Zoning and Land Development code are being met. The plat dedicates 0.29 acres of right-of-way along SE 8th St. to meet the requirements of the Master Street Plan. There are no waivers associated with this project.



Pending PC Items



FP24-0001

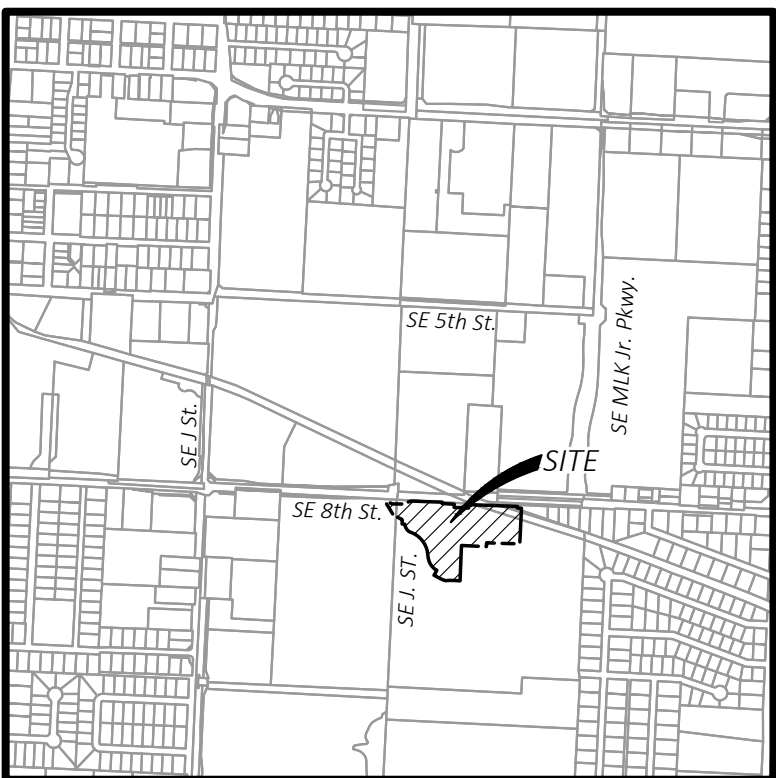
Final Plat

Walmart Campus Sub Lot 1 Phase 5



Final Plat of Lot 1, Walmart Campus Subdivision, Phase 5 Walmart Campus

1106 SE 5TH St
Bentonville, Benton County, Arkansas



VICINITY MAP

NOT TO SCALE
Latitude: 36°21'47"N
Longitude: 94°11'27"W

Owner:
Parcel # 01-09123-000
North Arkansas Wholesale Co. Inc.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Albright, (479) 273-4000

Owner:
Parcel #'s 01-09122-000, 01-02078-002, &
01-00749-005
Wal-Mart Stores Inc.
PO BOX 8050 MS 0555
BENTONVILLE AR 72712-8050
Contact: Joe Albright, (479) 273-4000

Surveyors:
CEI Engineering Associates, Inc.
3108 SW Regency Parkway
Bentonville, AR 72712
Phone: (479) 273-9472
Fax: (479) 271-0536
Surveyor: Dustin Riley, Arkansas PLS#1618



CERTIFICATE OF APPROVAL:

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of said rules and regulations.

Date of Execution: _____

Signed: _____
Bentonville Planning Commission Chairman

Signed: _____
Mayor, City of Bentonville

Signed: _____
City Clerk, City of Bentonville

SHEET INDEX:

- Cover Sheet
- Final Plat
- Notes & Descriptions

REVISION		
NO.	DESCRIPTION	DATE
1	1st Sub. Comments	02/08/2024
2	2nd Sub. Comments	02/22/2024



CERTIFICATE OF SURVEYING ACCURACY:

I, Dustin Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Registered Land Surveyor
No. 1618
State of Arkansas

ATLAS PAGE: 404

City of Bentonville Project # FP24-0001

State Survey Code: 500-20N-30W-0-32-130-04-1618

CERTIFICATE OF OWNERSHIP:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____ Signed: _____

Name & Address: North Arkansas Wholesale Co. Inc.

Print Name: _____

Source of Title: D.R. 2006, Page 2826

Subscribed and sworn before me, this _____ day of _____, 20 _____.

Notary Public _____ My Commission Expires _____

Name & Address: Wal-Mart Stores Inc.

Print Name: _____

Source of Title: D.R. 1996, Page 68430, D.R. 2016, Page 43675, and Deed Instrument #L202062198

Subscribed and sworn before me, this _____ day of _____, 20 _____.

Notary Public _____ My Commission Expires _____



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1
Walmart Campus
1106 SE 5TH St
Bentonville, Benton County, Arkansas

Preliminary
This document shall
not be recorded for any
purpose and shall not
be used or viewed or
relied upon as a final
survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	2/22/2024
REVISION	REV-2

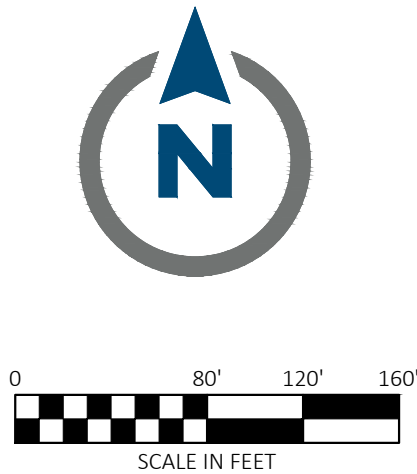
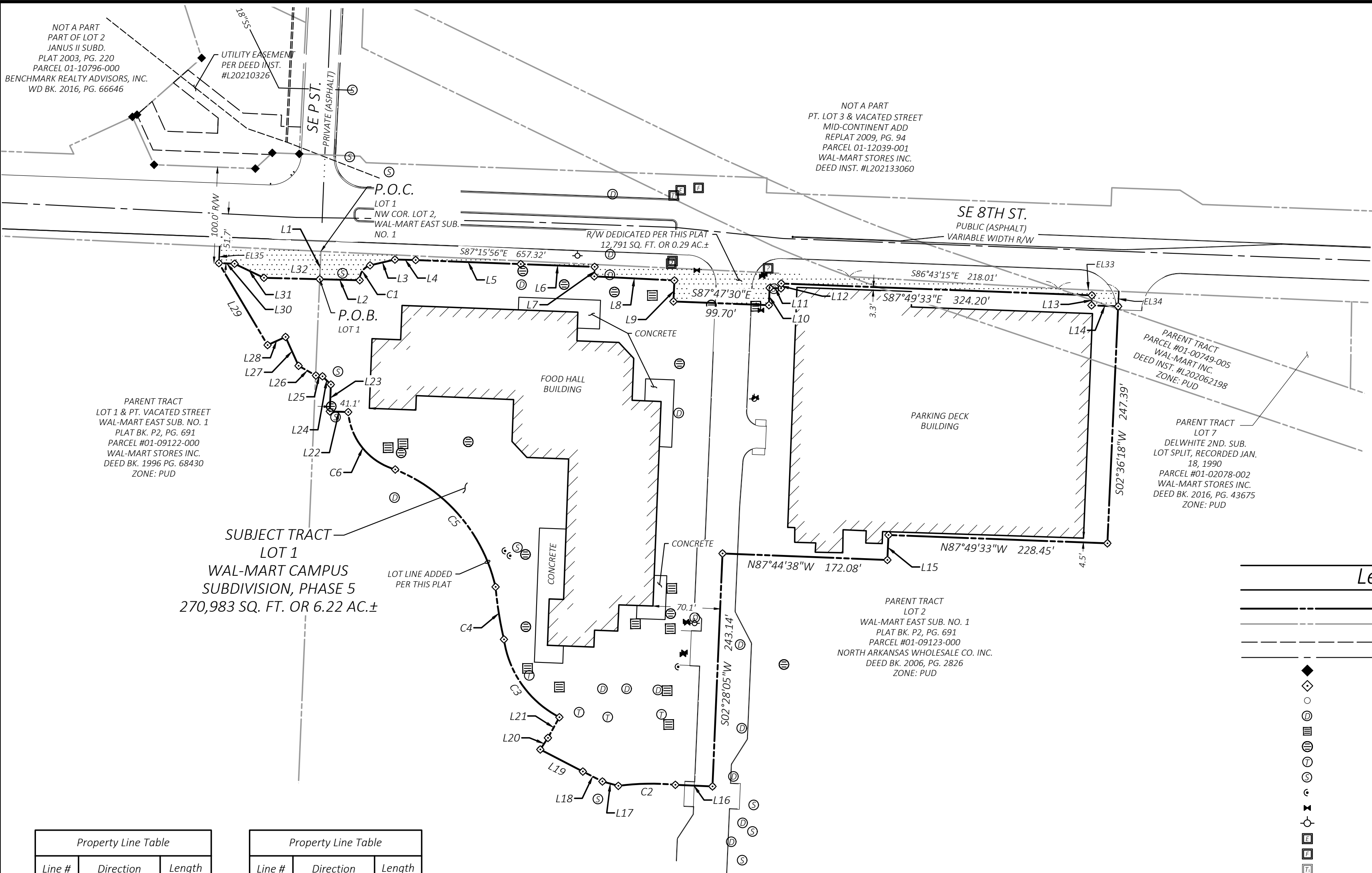
Cover Sheet

SHEET TITLE

SHEET NUMBER

1 OF 3

DRAWING LOCATION - S:\31000\31470\DRAWINGS SURVEY\31470FP FOOD HALL AND PD04.DWG -- SAVED BY - WPIERSON



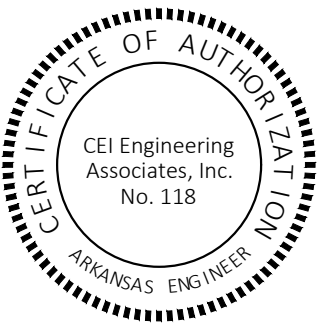
Legend	
	Boundary Line
	Adjoining Boundary Line
	Easement Line
	Centerline
	Found 5/8" Rebar "LS#1618"
	Set 5/8" Rebar "LS#1618"
	Bearing & Distance Change
	Drainage Manhole (DMH)
	Grate Inlet (GI)
	Grate Inlet (Circular) (GIC)
	Telephone Manhole (TMH)
	Sewer Manhole (SMH)
	Sewer Clean Out
	Water Valve
	Fire Hydrant
	Electric Vault
	Fiber Optic Vault
	Traffic Signal Vault
	Unknown Vault
	Right-of-Way
	Dedicated Right-of-Way (R/W)

Property Line Table		
Line #	Direction	Length
L1	S02°24'25"W	29.10'
L2	S88°31'25"E	41.74'
L3	N76°58'19"E	26.63'
L4	S88°43'39"E	21.63'
L5	S87°46'55"E	109.65'
L6	S87°52'13"E	77.14'
L7	S02°13'07"W	9.94'
L8	S87°06'02"E	83.69'
L9	S02°44'04"W	21.98'
L10	N02°16'10"E	18.00'
L11	S87°44'23"E	11.91'
L12	N02°10'12"E	5.06'
L13	S02°10'27"W	10.47'
L14	S87°51'27"E	27.85'
L15	S02°30'29"W	26.05'
L16	N87°31'55"W	38.74'

Property Line Table		
Line #	Direction	Length
L17	N74°32'11"W	17.18'
L18	N63°01'55"W	22.87'
L19	N62°38'47"W	49.99'
L20	N33°28'15"E	14.49'
L21	N28°57'51"E	24.64'
L22	N87°49'20"W	19.20'
L23	N02°10'40"E	28.00'
L24	N45°23'38"W	12.20'
L25	N83°12'11"W	6.91'
L26	N60°40'57"W	20.74'
L27	N24°23'23"W	33.04'
L28	S65°36'37"W	20.51'
L29	N30°43'43"W	99.38'
L30	S87°49'33"E	16.37'
L31	S64°22'13"E	33.92'
L32	S88°31'25"E	58.21'

Easement Line Table		
LINE	BEARING	DISTANCE
EL33	S87°25'11"E	63.53'
EL34	S02°34'49"W	15.72'
EL35	N02°44'04"E	17.35'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	15.45'	20.39'	75°36'25"	N34°37'31"E	18.94'
C2	266.78'	59.64'	12°48'30"	S88°56'29"W	59.51'
C3	108.81'	103.50'	54°30'00"	N35°28'40"W	99.64'
C4	390.18'	55.49'	8°08'52"	N9°03'28"W	55.44'
C5	174.02'	167.47'	55°08'20"	N40°30'34"W	161.08'
C6	67.82'	82.39'	69°36'21"	N39°18'37"W	77.42'



ATLAS PAGE: 404
City of Bentonville Project # FP24-0001

State Survey Code: 500-20N-30W-0-32-130-04-1618



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
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CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
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PHONE: (972) 488-3737
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Final Plat of Lot 1
Walmart Campus
1106 SE 5TH St
Bentonville, Benton County, Arkansas

Preliminary
This document shall
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survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	2/22/2024
REVISION	REV-2

Final Plat

SHEET TITLE
SHEET NUMBER

2 OF 3

DRAWING LOCATION - S:\3-1000\31470\DRAWINGS\SURVEY\31470FP FOOD HALL AND PDD4.DWG -- SAVED BY: WPIERSON

GENERAL NOTES:

- This plat represents a Final Plat of Lot 1 and 2 Wal-Mart Subdivision No. 1 per Plat Book P2, Page 691 to the city of Bentonville and conveyed to North Arkansas Wholesale Co. Inc. per Deed Book 2006, Page 2826 and Wal-mart Stores Inc. per Deed Book 1996, Page 68430 and Deed Instrument L202062198 in the public records of Benton County, Arkansas.
- Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.
- Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional or subsequent owners.
- Basis of Bearings: All bearings shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, as established by a Static observation processed through OPUS.
- This survey is valid only if the drawing includes the seal and signature of the surveyor.
- This survey meets the current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
- The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
- The contractor is advised to contract the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contract all non-members as well as the One-Call System.
- The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
- By scale map location and graphical plotting only. This property is located n shaded Zone "X" which are areas of 0.2% annual flood chance; areas of 1% annual flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 1% annual chance flood as determined by the National Flood Insurance, Flood Insurance Rate Map for Benton County, Arkansas.
Map Number: 05007C0255K
Map Revised: June 5, 2012
- No attempt was made to show the zoned building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.
- No current zoning report or letter regarding zoning classification was provided to the Surveyor. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
- Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
- There may not be fences or any other structures built in any drainage easements.
- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.
- Owner is to contact New Service coordinator (479-271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
- All structures must maintain minimum of 20' clearance from all electric lines.
- BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
- It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
- Relocation of any existing electrical facilities shall be at the owner's expense.
- Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.
- Subject areas are subject to public utility, drainage, and emergency access easements as shown at Deed Instrument #L202110326.
- No residential lot shall be permitted direct access to a collector, minor, or major arterial street. All residential subdivision development contiguous to a collector, minor, or major arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.
- There are no waivers, variances and/or conditional uses at the time of preparing this plat.

PARENT TRACT DESCRIPTIONS:

Lot 1 and Part of a Vacated Street, Wal-Mart East Subdivision No. 1, per Plat Book P2, Page 691 in the public records of Benton County, Arkansas.

AND

Lot 2, Wal-Mart East Subdivision No. 1, per Plat Book P2, Page 691 in the public records of Benton County, Arkansas.

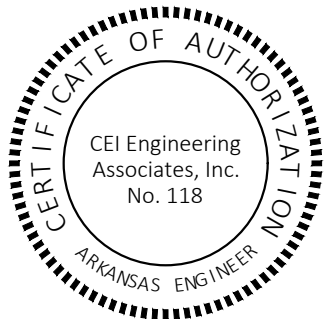
AND

Lot 7, Lot Split recorded on January 18, 1990 in the public records of Benton County, Arkansas.

LOT 1 DESCRIPTION:

A part of Lot 1, Lot 2, and a vacated street of Wal-Mart East Subdivision Number 1 per Plat Book P2, Page 691, and Lot 7, Delwhite 2nd Subdivision per a lot split recorded on January 18, 1990, and the parcel of land described at Deed Instrument #L202062198 in the public records of Benton County, Arkansas also being described by metes and bounds as follows:

COMMENCING at the calculated northwest corner of said Lot 2;
THENCE along the west line of said Lot 2, South 02°24'25" West, 29.10 feet to a 5/8-inch rebar with cap LS1618 and the POINT OF BEGINNING;
THENCE Northeasterly along the arc of a curve to the right 20.39 feet, having a radius of 15.45 feet, through a central angle of 75°36'25", having a chord bearing and distance of North 34°37'31" East, 18.94 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 76°58'19" East, 26.63 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 88°43'39" East, 21.63 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°46'55" East, 109.65 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°52'13" East, 77.14 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 02°13'07" West, 9.94 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°06'02" East, 83.69 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 02°44'04" West, 21.98 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°47'30" East, 99.70 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 02°16'10" East, 18.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°44'23" East, 11.91 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 02°10'12" East, 5.06 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°49'33" East, 324.20 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 02°10'27" West, 10.47 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°51'27" East, 27.85 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 02°36'18" West, 247.39 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 87°49'33" West, 228.45 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 02°30'29" West, 26.05 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 87°44'38" West, 172.08 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 02°28'05" West, 243.14 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 87°31'55" West, 38.74 feet to a 5/8-inch rebar with cap LS1618;
THENCE Westerly along the arc of a curve 59.64 feet to the left, having a radius of 266.78 feet, through a central angle of 12°48'30", having a chord bearing and distance of South 88°56'29" West, 59.51 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 74°32'11" West, 17.18 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 63°01'55" West, 22.87 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 62°38'47" West, 49.99 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 33°28'15" East, 14.49 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 28°57'51" East, 24.64 feet to a 5/8-inch rebar with cap LS1618;
THENCE Northwesterly along the arc of a curve to the right 103.50 feet, having a radius of 108.81 feet, through a central angle of 54°30'00", having a chord bearing and distance of North 35°28'40" West, 99.64 feet to a 5/8-inch rebar with cap LS1618;
THENCE Northerly along the arc of a curve to the right 55.49 feet, having a radius of 390.18 feet, through a central angle of 08°08'52", having a chord bearing and distance of North 09°03'28" West, 55.44 feet to a 5/8-inch rebar with cap LS1618;
THENCE Northwesterly along the arc of a curve to the left 167.47 feet, having a radius of 174.02 feet, through a central angle of 55°08'20", having a chord bearing and distance of North 40°30'34" West, 161.08 feet to a 5/8-inch rebar with cap LS1618;
THENCE Northwesterly along the arc of a curve to the right 82.39 feet, having a radius of 67.82 feet, through a central angle of 69°36'21", having a chord bearing and distance of North 39°18'37" West, 77.42 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 87°49'20" West, 19.20 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 02°10'40" East, 28.00 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 45°23'38" West, 12.20 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 83°12'11" West, 6.91 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 60°40'57" West, 20.74 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 24°23'23" West, 33.04 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 65°36'37" West, 20.51 feet to a 5/8-inch rebar with cap LS1618;
THENCE North 30°43'43" West, 99.38 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 87°49'33" East, 16.37 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 64°22'13" East, 33.92 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 88°31'25" East, 58.21 feet to a 5/8-inch rebar with cap LS1618;
THENCE South 88°31'25" East, 41.74 feet to the POINT OF BEGINNING containing 270,983 square feet or 6.22 acres, more or less.



ATLAS PAGE: 404

City of Bentonville Project # FP24-0001

State Survey Code: 500-20N-30W-0-32-130-04-1618



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Final Plat of Lot 1
Walmart Campus
1106 SE 5TH St
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	WAP
FIELD WORK	CSS
CEI PROJECT NUMBER	31470
DATE	2/22/2024
REVISION	REV-2

Notes & Descriptions

SHEET TITLE
SHEET NUMBER

3 OF 3

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOT 1 WALMART CAMPUS
SUBDIVISION, PHASE 5
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: FP24-0001)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOT 1 WALMART CAMPUS SUBDIVISION, PHASE 5, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 18, 2024;

WHEREAS, said final plat is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the final plat of LOT 1 WALMART CAMPUS SUBDIVISION, PHASE 5 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said final plat by certifying said acceptance on the approved final plat;

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

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

PASSED AND APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/25/2024	Submitted By:	Tony Davis
Phone:	479-271-3130	For Department(s):	Street
Email:	tonydavis@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	2024 Street Overlay/Street Sealant Plan
Action Recommendation & Justification:	Presentation of the Street Overlay and Street Sealant Plan.
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Street Department Overlay Program 2024





Street Department Overlay Program 2024

- In 2023 the City Council approved a state aid grant which allowed for \$300,000 of overlays of which the City has to cost share 10%, this will be performed this year.
- In May 2004 the City Council approved the SE J and SE Walton overlays which are a Bond project overlay with the winning bid being \$1,883,439.80
- Currently the City has 1 million dollars budgeted for the 2024 Road Overlays/Sealant Program
- The roads selected for maintenance this year were chosen from the 2024 Road Inventory Study preformed by First Step Management Techniques



2024 Overlay

(3) State Aid Projects

- SW A - .21 Miles
- SW F - .32 Miles
- Shell road - .34 Miles

Total: .87 Miles



2024 Overlay

Bond Projects

- SE J – 1.49 Miles
- SE Walton - .98 Miles

Total: 2.47 Miles



The Street Department is requesting approval of the following list of roads for overlay and sealant treatment for 2024.



In House Overlays

SECTION	STREET NAME	STARTING AT	ENDING AT	LENGTH (FT)
NW	NW D St	1106 NW D St	End	170
NW	Peach Orchard Rd	NW 3rd St	401 Peach Orchard Rd	710
NW	NW B St	NW 3rd St	NW 4th St	352
NE	NE 10th St	NE J St	Kings Dr	1975
NE	Kings Dr	NE 10th St	End	1409
NE	Palace Ln	Kings Dr	End	343
NE	Castle Ln	NE 10th St	End	409
NE/NW	N Main St	NE/NW Park St	NE Monroe St	955
SW	SW Barron Rd	SW Regional Airport Blvd	SW Opal Rd	2674
SE	SE 6th St	Paradise Way	SE Cambridge Pl	703
SE	SE 5th St	Paradise Way	SE Cambridge Pl	826
SE	Paradise Pl	Paradise Way	End	230
SE	Paradise Way	SE 6th St	End	1015
SE	Leisure Ln	SE 6th St	SE 7th St	814
SE	SE Sunrise St	SE 14th St	End	1814

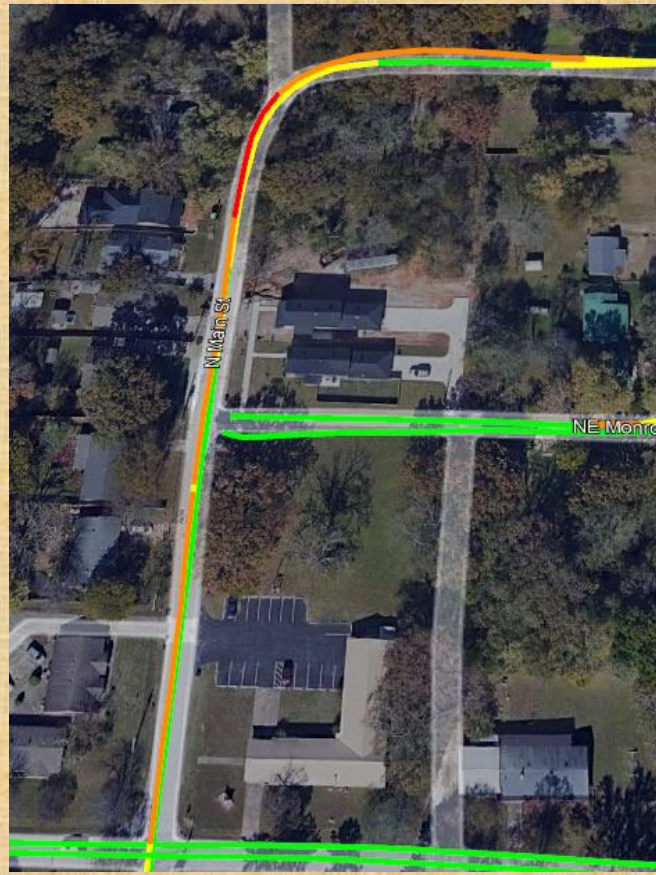
Totals: 2.73 Miles



In House Overlays



Leisure Lane



N. Main St.



SW Barron



Contract Overlays

				LENGTH
SECTION	STREET NAME	STARTING AT	ENDING AT	(FT)
NW	Melody Ln	Bella Vista Rd	End	433
NW	NW 5th St	N Main St	NW A St	350
NE	Alley	Fillmore St	End	210
NE	McCollum Rd	E Central Ave	Garden Trl	1229
NE	NE 11th St	E Central Ave	NE 12th St	1716
SW	SW J St	W Central Ave	SW 2nd St	278
SW	Alley	SW 2nd St	205 W Central Ave	165
SW	Town Vu Rd	SW Tater Black Rd	5104 Town Vu Rd	3760

Totals: 1.54 Miles



Contract Overlays



Town Vu Road



NW 5th



Mastic Seal

SW	SW Juniper Ave	SW Wildwood Ave	SW Huckleberry St	1,234
SW	SW Wildwood Ave	SW Bright Rd	SW Huckleberry St	1,156
SW	SW Huckleberry St	SW Primrose Ave	SW Juniper Ave	972
SW	SW Blackberry St	SW Wildwood Ave	SW Primrose Ave	1,240
SW	SW Primrose Ave	SW Blackberry St	SW Huckleberry St	353
SW	SW Sycamore St	SW Wildwood Ave	SW Pinoak Ave	1,035
SW	SW Hawthorne St	SW Wildwood Ave	SW Mesquite Ave	685
SW	SW Mesquite Ave	SW Bright Rd	SW Sycamore St	504
SW	SW Hawthorne Pl	SW Mesquite Ave	End	146
SW	SW Pinoak Ave	SW Chiquapin Ave	SW Aster Way	2,264
SW	SW Nutmeg St	SW Chiquapin Ave	SW Pinoak Ave	1,162
SW	SW Chiquapin Ave	SW Bright Rd	SW Jasmine St	1,485
SW	SW Jasmine St	SW Chiquapin Ave	SW Pinoak Ave	572
SW	SW Joshua Ave	SW Jasmine St	SW Boxelder St	2,294

SW	SW Boxelder St	SW Joshua Ave	SW Mahogany Ave	317
SW	SW Mahogany Ave	SW Chickasaw St	SW Morningstar Rd	2,049
SW	SW Chickasaw St	SW Mahogany Ave	End	1,125
SW	SW Buckeye St	SW Joshua Ave	SW Aster Way	740
SW	SW Aster Way	Start	End	1,030
SW	SW Lilac St	SW Joshua Ave	SW Aster Way	683
SW	SW Azalea Ave	SW Lilly St	SW Joshua Ave	876
SW	SW Lilly St	SW Joshua Ave	SW Azalea Ave	467
SW	SW Hemlock St	SW Mahogany Ave	SW Rosemont Ave	276
SW	SW Hazelnut Ave	SW Lilac St	SW Heartwood St	1,390
SW	SW Heartwood St	SW Satinwood Ave	End	432
SW	SW Satinwood Ave	SW Morningstar Rd	End	1,075

NW	NW Angel Falls Rd	Peach Orchard Rd	Palisades Cir	3,380
NW	Palisades Cir	NW Angel Falls Rd	NW Angel Falls Rd	2,846
NW	NW Niagra Ln	NW Angel Falls Rd	End	814
NW	NW Santorini Ln	NW Angel Falls Rd	End	1,072
NW	NW Molokai Ln	NW Santorini Ln	End	515
NW	NW Vermilion Ave	NW Angel Falls Rd	End	493
NW	NW Hermanus St	NW Vermilion Ave	NW Angel Falls Rd	2,145
NW	NW Dover St	NW Angel Falls Rd	End	187

Totals: 7.01 Miles



Overall Totals:

State Aid: .87 Miles
Bond Project: 2.47 Miles
In House: 2.73 Miles
Contract: 1.54 Miles
Mastic Seal: 7.01 Miles

Total Road Miles to be Overlaid/ Sealed = 14.62 Miles

Total Estimated Maintenance Cost 3,183,439