



**Finance Committee
Meeting Agenda
September 24, 2024
4:30 PM
City Council Chambers**

City Council Members:

Gayatri Agnew	Ward 1, Position 2
Cindy Acree	Ward 2, Position 1
Bill Burckart	Ward 3, Position 2

*If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>

Call to Order/Roll Call

Items For Discussion

- | | |
|---|---------------|
| 1. Updated CIP and Cashflows for Review and Questions | Informational |
| 2. Ozark Regional Transit Presentation | Informational |

City Council Items To Be Considered

- | | |
|---|------------|
| 1. Section I Item 10 from the City Council Agenda: Resolution Approving a Budget Adjustment to Reallocate Funds for the Library Expansion Project
Resolution approving a budget adjustment for Bentonville Public Library to reallocate funds for the expansion project. A budget adjustment is needed to allocate funds from interest earned on money market funds to spend on capital facility and furniture expenditures. | Resolution |
| 2. Section I Item 12 from the City Council Agenda: Resolution to Enter into an Agreement with Progressive Trail Design for Trail Repair Work
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71, plus applicable taxes, through participation in the Sourcewell Cooperative contract, for trail repair work caused by the May 26 storm. A budget adjustment is needed. | Resolution |

3. **Section I Item 16 from the City Council** **Resolution**
Agenda: Resolution Approving the
Creation of a Temporary Debris
Removal Policy
Approving a temporary debris removal policy to address existing debris piles in the City left from the May 26, 2024 severe weather event. A budget adjustment is needed.
4. **Section II Item 1 from the City Council** **Resolution**
Agenda: Resolution for a Design
Agreement for Utility Relocations with
ARDOT Project Hwy 102 Widening
Staff request the Mayor and City Clerk to enter into an agreement with Halff Engineering to perform the design services for the utility adjustments required for ARDOT Project 090646 (Hwy 102 Widening). The contract amount is \$828,569.65. A portion of the engineering fees will be reimbursed by ARDOT as determined by the reimbursement ratio. Halff Engineering was selected following the city's standard SOQ selection process. Utility Board Approved 3-0. A budget adjustment is needed.
5. **Section II Item 2 from the City Council** **Ordinance***
Agenda: Ordinance Waiving
Competitive Bidding to Order 3ph
Transformers
Ordinance to waive competitive bidding to purchase 3ph transformers from AECl, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Award is based on the low responsive quote per line item, for estimated totals: AECl in the estimated amount of \$157,262.00 plus applicable taxes. Approved by Utility Board 3-0. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/24/2024	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 Library Expansion Project
Action Recommendation & Justification:	Resolution approving a budget adjustment for Bentonville Public Library to reallocate funds for the expansion project. A budget adjustment is needed to allocate funds from interest earned on money market funds to spend on capital facility and furniture expenditures.
Additional Comments for Consideration (Optional):	BPL will use interest earned on money market funds to continue paying invoices and making purchases for the expansion and renovation project. When applicable, cooperative contracts will be utilized. This revenue is a funding source that was planned to fill in the gap after bond money and donated funds were spent. Purchases covered by this budget adjustment adhere to the City of Bentonville's Purchasing Policy.
Amount for Approval:	\$ 475,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105050-47210	Plants and Building	\$ 350,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105050-47430	Furniture and Fixtures	\$ 125,000.00	\$
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

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RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2024 BUDGET; REALLOCATING FUNDS FOR THE BENTONVILLE PUBLIC LIBRARY EXPANSION PROJECT, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$475,000.00); AND FOR OTHER PURPOSES.

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

WHEREAS, this budget adjustment is needed to allocate funds from interest earned on money market funds to spend on capital facility and furniture expenditures for the Library expansion and remodel.

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

Section 1: The 2024 Budget is adjusted to appropriate three hundred fifty thousand dollars (\$350,000.00) into Account #105050-47210 – Plants and Building and one hundred twenty-five thousand (\$125,000.00) into Account #105050-47430 – Furniture and Fixtures from General Funds;

Section 2: This budget adjustment will utilize interest earned on money market funds to continue paying invoices and making purchases for the Bentonville Public Library Expansion Project;

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:	9/24/2024	Submitted By:	Josh Stacey
Phone:	479-418-8653	For Department(s):	Parks and Recreation
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Progressive Trail Design for Trail Repair Work
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71, plus applicable taxes, through participation in the Sourcewell Cooperative contract, for trail repair work caused by the May 26 storm. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	A budget adjustment is needed to fund this from General Fund Reserves. This will be submitted to FEMA for an anticipated 75% reimbursement. Purchasing performed an evaluation of 112420-ARC, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy.
Amount for Approval:	\$ 497,707.71

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105030-44430	Building/Ground Maintenance	\$ 497,707.71	\$
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

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: September 12, 2024
Re: Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71 for trail repair work caused by the May 26 storm.

Parks and Recreation Staff is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71 for trail repair work caused by the May 26 storm.

Over the past several months Looks Great Services, the Cities debris removal contractor, and our Parks and Recreation Maintenance Team have worked to clear hazardous debris from our trail system and reopen the majority of our trails. After the completion of their work, 24 sections of trail in Slaughter Pen remain in need of major repair that requires a qualified trail building company to complete. Progressive Trail Design (PTD) is an international known trail building and repair company and has built a good amount of the Slaughter Pen Trail System. PTD's Sourcewell pricing and contract have been vetted by Purchasing and Legal and deemed qualified for this purpose.

The trail work is expected to take 3-4 months to complete as numerous trails have been completely destroyed and need rebuilt. PTD's work includes rebuilding trail tread, rebuilding and repairing bridges and retaining walls, and returning the trails to their pre-storm conditions. This work is all FEMA reimbursement eligible and has been vetted by our FEMA consultant, Thompson Consulting.

A budget adjustment is required for this work to be completed. After submitting the request to FEMA, we are anticipating 75% of the funds to be reimbursed for this project.

If you have any questions regarding this item, please contact Josh Stacey at jstacey@bentonvillear.com or call 418.8653.

Attachments:
Progressive Trail Design Agreement



MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: September 24, 2024

SUBJECT: Trail Repair Work

The Purchasing Department has reviewed the Sourcewell Cooperative contract and determined that the solicitation complies with Arkansas State Statute and the City's Purchasing Policy. I recommend the City Council approve the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of \$497,707.71, plus applicable taxes.

This agreement will be executed through participation in the Sourcewell Cooperative Contract (#112420-ARC) for trail repair work needed as a result of damage caused by the May 26 storm. The total cost of the project will be submitted to FEMA for an anticipated 75% reimbursement.

Your approval of this agenda item will ensure timely repair of the City's trail system and facilitate cost recovery through FEMA's reimbursement program.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



DESIGN BUILD RIDE

TRAIL CONSTRUCTION CONTRACT

PROJECT: Bentonville Trail Storm Cleanup

CLIENT: The City of Bentonville AR

LOCATION: Bentonville, AR

DATE: 9.18.24

This agreement, entered into as of 9.18.24, by and between PROGRESSIVE TRAIL DESIGN LLC (herein referred to as "CONTRACTOR") and THE CITY OF BENTONVILLE, AR (herein referred to as "CLIENT"). Witnesseth, that the CONTRACTOR and CLIENT for the consideration hereinafter named agree as follows:

ARTICLE 1.

Scope of Services:

- A. See Appendix for Detailed Design and Estimate
- B. Trail Details:
 - 1. Go through ea section of the powerpoint and excel provided to PTD from Bentonville Parks and Recreation.
 - 2. Fix all damaged tread and issues in the approved 10' corridor.
 - 3. Remove, move, or return root balls.
 - 4. Reroute damaged section of trail where needed due to storm damage.
 - 5. Improve drainage where needed. (This will mainly be needed in areas where significant root damage has occurred)
 - 6. Fix or replace wood features, bridges, boardwalks etc.
 - 7. Fix or replace stone features for drainage, soil retention, etc.
 - 8. Manpower provided is 2 Machine operators and 2 ground laborers.
 - 9. We can add extra teams if needed. Pricing and timing is based on one team of 4.
- C. CONTRACTOR designs and builds all trails in accordance with industry Best Management Practices outlined by PTBA and IMBA "Trail Solutions: IMBA's Guide to Building Sweet Singletrack."



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ARTICLE 2.

Time of Performance:

- A. Scope as defined above will take approximately 105 days to complete.
- B. Work is estimated to start October 1, 2024, and be completed by January 15, 2025, pending inclement weather and/or change orders. Note; this is not a hard deadline, only an estimate.

ARTICLE 3.

Compensation:

- A. For the Scope of Services set forth in the Article 1, CLIENT agrees to pay the CONTRACTOR the sum of **\$497,707.71 USD (FOUR HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVEN US DOLLARS AND SEVENTY-ONE CENTS)**, which amount includes all sales and/or other applicable taxes, subject to additions and deductions for changes as agreed upon in writing. See Appendix for an itemized detail of the Contract Sum.
- B. A Mobilization Charge of **\$22,860.00** (line items 1.4, through 24.4 ea section has a mobilization charge and each is on the .4 line item) in Estimate is required upon execution of this agreement.
- C. CONTRACTOR will bill the CLIENT based on Unit Costs of Units actually completed. For example: if CONTRACTOR builds more (or less) trail than estimated, the CLIENT will be billed (or not) for the additional trail at the same unit price. The CONTRACTOR agrees to periodically measure Units throughout the construction process. Therefore, a Change Order can be submitted in time to address the overage or substitution. However, the CONTRACTOR cannot guarantee they will not exceed the estimated Units.

ARTICLE 4.

Billing Procedures:

- A. "Progress Invoices" will be submitted by CONTRACTOR, typically every 3 weeks. Progress payments will be due within 15 days ("Due Date").
- B. If any Invoice is not paid in full within five (5) days of the Due Date, CONTRACTOR reserves the right to charge a late fee equal to five percent (5%) of the unpaid portion of the Progress Invoice shall be charged to



DESIGN BUILD RIDE

CLIENT and interest shall begin to accrue and be payable at the rate of ten percent (10%) per annum until paid in full.

- C. CONTRACTOR reserves the right to stop work if any Progress Invoice is not paid in full within fifteen (15) days of the applicable Due Date.
- D. The final payment invoice shall be submitted and due when the services described in this Agreement when "final punch-list" is complete and CLIENT has signed "Closing/Warranty Document" (provided by CONTRACTOR).
Final payment is due within fifteen (15) days of the date of the final invoice.

ARTICLE 5.

Changes in Work:

- A. If either party would like to change or modify any of the scope of services, a written change order with both parties' signature and the reflecting costs will be required.
- B. Note: Trail Construction has many unforeseen variables that cannot be predicted during design, such as bedrock or inundated areas. It will be the CONTRACTORS responsibility to assess at that time and initiate a resolution through a change order that both parties can agree on.
- C. Change Orders will be billed upon completion and separately from the original Contract Sum. Payment to be made within fifteen (15) days. Late fees and interest shall be payable for any unpaid amounts consistent with Article 4.

ARTICLE 6.

Land Survey/Property Lines:

- A. The CONTRACTOR is a "Design/Build Firm" and typically builds off of a conceptual line on a map that has been ground-truthed and agreed upon by CLIENT during the design process. If a flagged and GPS'd line is required on the ground prior to construction to confirm location of trail, that can be arranged through a separate design contract or a mutually agreed upon arrangement between CLIENT and CONTRACTOR.
- B. The CONTRACTOR will also give the CLIENT the opportunity to walk through the final design with them and get final approval before construction.



DESIGN BUILD RIDE

ARTICLE 7.

Permitting/Plans:

- A. All permitting and/or any required environmental assessment and/or storm water pollution prevention plans (SWPPP) is the responsibility of the CLIENT, unless otherwise outlined in CONTRACTORS Scope of Services, per this agreement.
- B. If work is stopped for a period of 2 days or more, CONTRACTOR reserves the right to charge a daily rate based on the average rate of project production or time & materials (including all rental equipment and travel expenses) + 25%, until work resumes. If work is stopped for a period of 10 days or more, CONTRACTOR reserves the right to terminate the contract (see article 9)

ARTICLE 8.

Insurance:

- A. CONTRACTOR agrees to provide CLIENT with a Certificate of Insurance and/or any other necessary insurance requirements.
- B. The CONTRACTOR maintains insurance of the following types: Workers Compensation \$1mil, General Liability \$1mil, Professional Liability \$1mil
- C. These specified coverages shall be maintained without interruption and from the date of commencement of the work until the final date and payment thereof.



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ARTICLE 9.

Termination of Contract:

- A. This Agreement may be terminated by the CONTRACTOR by written notice to CLIENT if;
1. The work is stopped for a period of thirty (30) days under the order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CONTRACTOR or a Subcontractor or their agents or employees or any other person performing any of the Work under contract with the CONTRACTOR.
 2. The work is stopped for a period of fifteen (15) days by the CONTRACTOR as a result of the CLIENT's failure to make a payment as required in Article 3

ARTICLE 10.

Notices:

All notices and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Article:

	CLIENT:	CONTRACTOR:
Address:		Progressive Trail Design 3589-3 N. Shiloh Dr. #222 Fayetteville, AR 72703
Contact:		Whittney Faucette – Office Manager
Email:		whittney@progressivetraildesign.com

ARTICLE 11.



DESIGN BUILD RIDE

Miscellaneous:

This Agreement shall be deemed to have been executed in Bentonville, Arkansas and shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction).

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN EITHER THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF ARKANSAS IN EACH CASE LOCATED IN THE CITY OF BENTONVILLE AND COUNTY OF BENTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH IN THIS AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

In the event either party fails to perform any of its obligations under this Agreement, or in the event a dispute arises concerning the interpretation of any provision of this Agreement, the non-prevailing party in such action shall pay any and all costs and expenses incurred by prevailing party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney's fees.

(Signatures on following page)



DESIGN BUILD RIDE

Contract Signatures (PROJECT NAME):

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR:



9.18.24

Signature

Date

Name & Title:

Jason Stouder-Director

Build Operations

Progressive Trail Design

CLIENT:

Signature

Date

Name & Title:



DESIGN BUILD RIDE

APPENDIX:

AR, Bentonville Storm Cleanup_SW_Rev1

Item#	Description:	Unit:	Unit Price:	Quantity:	Total:	Est. Build Time:	Notes:
	SP MTB TRAIL CLEANUP OPC			GRAND TOTAL:	\$497,707.71	105	
1	Armadillo's Last Stand (2 days)				\$8,593.20	2	
1.1	Operator Hours	HR	\$150.00	32	\$4,800.00		2 operators 16 hrs ea
1.2	Ground Labor Hours	HR	\$100.00	32	\$3,200.00		2 Ground Labor 16 hrs ea
1.3	Mini-Excavator daily rate	DR	\$200.00	4	\$800.00		2 machines 2 days ea
1.4	Mobilization (5-10%)	PER	5%	8800	\$440.00		207 LF Estimated root balls, tread, drains, rock armoring
1.5	Sourcwell Discount	PER	-7%	9240	-\$646.80		
2	Tatamagouche (Black Diamond) (3 days)				\$13,280.40	3	
2.1	Operator Hours	HR	\$150.00	48	\$7,200.00		2 operators 24 hrs ea
2.2	Ground Labor Hours	HR	\$100.00	48	\$4,800.00		2 Ground Labor 24 hrs ea
2.3	Mini-Excavator daily rate	DR	\$200.00	8	\$1,600.00		2 machines 4 days ea
2.4	Mobilization (5-10%)	PER	5%	13600	\$680.00		715 LF Estimated root balls, tread, drains, rock armoring
2.5	Sourcwell Discount	PER	-7%	14280	-\$999.60		
3	Tatamagouche (Skills Route) (4 days)				\$17,186.40	4	
3.1	Operator Hours	HR	\$150.00	64	\$9,600.00		2 operators 32 hrs ea
3.2	Ground Labor Hours	HR	\$100.00	64	\$6,400.00		2 Ground Labor 32 hrs ea
3.3	Mini-Excavator daily rate	DR	\$200.00	8	\$1,600.00		2 machines 4 days ea
3.4	Mobilization (5-10%)	PER	5%	17600	\$880.00		466 LF Estimated root balls, tread, drains, rock armoring
3.5	Sourcwell Discount	PER	-7%	18480	-\$1,293.60		
4	Black Limousin (4 days)				\$17,186.40	4	
4.1	Operator Hours	HR	\$150.00	64	\$9,600.00		2 operators 32 hrs ea
4.2	Ground Labor Hours	HR	\$100.00	64	\$6,400.00		2 Ground Labor 32 hrs ea
4.3	Mini-Excavator daily rate	DR	\$200.00	8	\$1,600.00		2 machines 4 days ea
4.4	Mobilization (5-10%)	PER	5%	17600	\$880.00		1,555 LF Estimated root balls, tread, drains, rock armoring
4.5	Sourcwell Discount	PER	-7%	18480	-\$1,293.60		
5	Angus Chute (4 days)				\$17,186.40	4	
5.1	Operator Hours	HR	\$150.00	64	\$9,600.00		2 operators 32 hrs ea
5.2	Ground Labor Hours	HR	\$100.00	64	\$6,400.00		2 Ground Labor 32 hrs ea
5.3	Mini-Excavator daily rate	DR	\$200.00	8	\$1,600.00		2 machines 4 days ea
5.4	Mobilization (5-10%)	PER	5%	17600	\$880.00		1,732 LF Estimated root balls, tread, drains, rock armoring
5.5	Sourcwell Discount	PER	-7%	18480	-\$1,293.60		
6	Berm Creek (3 days)				\$12,889.80	3	
6.1	Operator Hours	HR	\$150.00	48	\$7,200.00		2 operators 24 hrs ea
6.2	Ground Labor Hours	HR	\$100.00	48	\$4,800.00		2 Ground Labor 24 hrs ea
6.3	Mini-Excavator daily rate	DR	\$200.00	6	\$1,200.00		2 machines 3 days ea
6.4	Mobilization (5-10%)	PER	5%	13200	\$660.00		377 LF Estimated root balls, tread, drains, rock armoring
6.5	Sourcwell Discount	PER	-7%	13860	-\$970.20		
7	Master Plan (1 day)				\$4,296.60	1	
7.1	Operator Hours	HR	\$150.00	16	\$2,400.00		2 operators 8 hrs ea
7.2	Ground Labor Hours	HR	\$100.00	16	\$1,600.00		2 Ground Labor 8 hrs ea
7.3	Mini-Excavator daily rate	DR	\$200.00	2	\$400.00		2 machines 1 day ea
7.4	Mobilization (5-10%)	PER	5%	4400	\$220.00		141 LF Estimated root balls, tread, drains, rock armoring
7.5	Sourcwell Discount	PER	-7%	4620	-\$323.40		
8	Skid Marks (6 days)				\$25,779.60	6	
8.1	Operator Hours	HR	\$150.00	96	\$14,400.00		2 operators 48 hrs ea
8.2	Ground Labor Hours	HR	\$100.00	96	\$9,600.00		2 Ground Labor 48 hrs ea
8.3	Mini-Excavator daily rate	DR	\$200.00	12	\$2,400.00		2 machines 6 days ea
8.4	Mobilization (5-10%)	PER	5%	26400	\$1,320.00		1,463 LF Estimated root balls, tread, drains, rock armoring
8.5	Sourcwell Discount	PER	-7%	27720	-\$1,940.40		
9	Bone Yard (6 days)				\$24,998.40	6	
9.1	Operator Hours	HR	\$150.00	96	\$14,400.00		2 operators 48 hrs ea

Item#	Description:	Unit:	Unit Price:	Quantity:	Total:	Est. Build Time:	Notes:
9.2	Ground Labor Hours	HR	\$100.00	96	\$9,600.00		2 Ground Labor 48 hrs ea
9.3	Mini-Excavator daily rate	DR	\$200.00	8	\$1,600.00		2 machines 4 days ea
9.4	Mobilization (5-10%)	PER	5%	25600	\$1,280.00		1,056 LF Estimated root balls, tread, drains, rock armoring
9.5	Sourowell Discount	PER	-7%	26880	-\$1,881.60		
10	Free Time (4 days)				\$21,483.00	5	
10.1	Operator Hours	HR	\$150.00	80	\$12,000.00		2 operators 40 hrs ea
10.2	Ground Labor Hours	HR	\$100.00	80	\$8,000.00		2 Ground Labor 40 hrs ea
10.3	Mini-Excavator daily rate	DR	\$200.00	10	\$2,000.00		2 machines 5 days ea
10.4	Mobilization (5-10%)	PER	5%	22000	\$1,100.00		1,056 LF Estimated root balls, tread, drains, rock armoring
10.5	Sourowell Discount	PER	-7%	23100	-\$1,617.00		
11	Rocky Ridge (North) (5 days)				\$21,483.00	5	
11.1	Operator Hours	HR	\$150.00	80	\$12,000.00		2 operators 40 hrs ea
11.2	Ground Labor Hours	HR	\$100.00	80	\$8,000.00		2 Ground Labor 40 hrs ea
11.3	Mini-Excavator daily rate	DR	\$200.00	10	\$2,000.00		2 machines 5 days ea
11.4	Mobilization (5-10%)	PER	5%	22000	\$1,100.00		1280 LF Estimated root balls, tread, drains, rock armoring
11.5	Sourowell Discount	PER	-7%	23100	-\$1,617.00		
12	Two Stacks (1 day)				\$4,296.60	1	
12.1	Operator Hours	HR	\$150.00	16	\$2,400.00		2 operators 8 hrs ea
12.2	Ground Labor Hours	HR	\$100.00	16	\$1,600.00		2 Ground Labor 8 hrs ea
12.3	Mini-Excavator daily rate	DR	\$200.00	2	\$400.00		2 machines 1 day ea
12.4	Mobilization (5-10%)	PER	5%	4400	\$220.00		197 LF Estimated root balls, tread, drains, rock armoring
12.5	Sourowell Discount	PER	-7%	4620	-\$323.40		
13	Schroen Train (5 days)				\$21,483.00	5	
13.1	Operator Hours	HR	\$150.00	80	\$12,000.00		2 operators 40 hrs ea
13.2	Ground Labor Hours	HR	\$100.00	80	\$8,000.00		2 Ground Labor 40 hrs ea
13.3	Mini-Excavator daily rate	DR	\$200.00	10	\$2,000.00		2 machines 5 days ea
13.4	Mobilization (5-10%)	PER	5%	22000	\$1,100.00		230 LF Estimated root balls, tread, drains, rock armoring
13.5	Sourowell Discount	PER	-7%	23100	-\$1,617.00		
14	Ozone and Hammer Down (15 days)				\$64,449.00	15	
14.1	Operator Hours	HR	\$150.00	240	\$36,000.00		2 operators 120 hrs ea
14.2	Ground Labor Hours	HR	\$100.00	240	\$24,000.00		2 Ground Labor 120 hrs ea
14.3	Mini-Excavator daily rate	DR	\$200.00	30	\$6,000.00		2 machines 15 days ea
14.4	Mobilization (5-10%)	PER	5%	66000	\$3,300.00		1,949 LF Estimated root balls, tread, drains, rock armoring
14.5	Sourowell Discount	PER	-7%	69300	-\$4,851.00		Wood structure damage could lower or raise this estimate
15	Rotten to the Core (4 days)				\$17,186.40	4	
15.1	Operator Hours	HR	\$150.00	64	\$9,600.00		2 operators 32 hrs ea
15.2	Ground Labor Hours	HR	\$100.00	64	\$6,400.00		2 Ground Labor 32 hrs ea
15.3	Mini-Excavator daily rate	DR	\$200.00	8	\$1,600.00		2 machines 4 days ea
15.4	Mobilization (5-10%)	PER	5%	17600	\$880.00		640 LF Estimated root balls, tread, drains, rock armoring
15.5	Sourowell Discount	PER	-7%	18480	-\$1,293.60		
16	Apple Turnover (1 day)				\$4,296.60	1	
16.1	Operator Hours	HR	\$150.00	16	\$2,400.00		2 operators 8 hrs ea
16.2	Ground Labor Hours	HR	\$100.00	16	\$1,600.00		2 Ground Labor 8 hrs ea
16.3	Mini-Excavator daily rate	DR	\$200.00	2	\$400.00		2 machines 1 day ea
16.4	Mobilization (5-10%)	PER	5%	4400	\$220.00		59 LF Estimated root balls, tread, drains, rock armoring
16.5	Sourowell Discount	PER	-7%	4620	-\$323.40		
17	Heading Home (1 day)				\$4,296.60	1	
17.1	Operator Hours	HR	\$150.00	16	\$2,400.00		2 operators 8 hrs ea
17.2	Ground Labor Hours	HR	\$100.00	16	\$1,600.00		2 Ground Labor 8 hrs ea
17.3	Mini-Excavator daily rate	DR	\$200.00	2	\$400.00		2 machines 1 day ea
17.4	Mobilization (5-10%)	PER	5%	4400	\$220.00		59 LF Estimated root balls, tread, drains, rock armoring
17.5	Sourowell Discount	PER	-7%	4620	-\$323.40		

Item#	Description:	Unit:	Unit Price:	Quantity:	Total:	Est. Build Time:	Notes:
18	▣ Rocking Horse (2 days)				\$8,593.20	2	
18.1	Operator Hours	HR	\$150.00	32	\$4,800.00		2 operators 16 hrs ea
18.2	Ground Labor Hours	HR	\$100.00	32	\$3,200.00		2 Ground Labor 24 hrs ea
18.3	Mini-Excavator daily rate	DR	\$200.00	4	\$800.00		2 machines 2 days ea
18.4	Mobilization (5-10%)	PER	5%	8800	\$440.00		root balls, tread, drains, rock armoring
18.5	Sourcwell Discount	PER	-7%	9240	-\$646.80		
19	▣ Zeppelin (2 days)				\$8,593.20	2	
19.1	Operator Hours	HR	\$150.00	32	\$4,800.00		2 operators 16 hrs ea
19.2	Ground Labor Hours	HR	\$100.00	32	\$3,200.00		2 Ground Labor 16 hrs ea
19.3	Mini-Excavator daily rate	DR	\$200.00	4	\$800.00		2 machines 2 days ea
19.4	Mobilization (5-10%)	PER	5%	8800	\$440.00		root balls, tread, drains, rock armoring
19.5	Sourcwell Discount	PER	-7%	9240	-\$646.80		
20	▣ Black Apple Creek (5 days)				\$21,483.00	5	
20.1	Operator Hours	HR	\$150.00	80	\$12,000.00		2 operators 40 hrs ea
20.2	Ground Labor Hours	HR	\$100.00	80	\$8,000.00		2 Ground Labor 40 hrs ea
20.3	Mini-Excavator daily rate	DR	\$200.00	10	\$2,000.00		2 machines 5 days ea
20.4	Mobilization (5-10%)	PER	5%	22000	\$1,100.00		root balls, tread, drains, rock armoring
20.5	Sourcwell Discount	PER	-7%	23100	-\$1,617.00		
21	▣ Tatamagouche (asphalt trail repair and railing) (5 days)				\$21,483.00	5	
21.1	Operator Hours	HR	\$150.00	80	\$12,000.00		2 operators 40 hrs ea
21.2	Ground Labor Hours	HR	\$100.00	80	\$8,000.00		2 Ground Labor 40 hrs ea
21.3	Mini-Excavator daily rate	DR	\$200.00	10	\$2,000.00		2 machines 5 days ea
21.4	Mobilization (5-10%)	PER	5%	22000	\$1,100.00		root balls, tread, drains, rock armoring
21.5	Sourcwell Discount	PER	-7%	23100	-\$1,617.00		
22	▣ Seed Tick Shuffle (3 days)				\$12,889.80	3	
22.1	Operator Hours	HR	\$150.00	48	\$7,200.00		2 operators 24 hrs ea
22.2	Ground Labor Hours	HR	\$100.00	48	\$4,800.00		2 Ground Labor 24 hrs ea
22.3	Mini-Excavator daily rate	DR	\$200.00	6	\$1,200.00		2 machines 3 days ea
22.4	Mobilization (5-10%)	PER	5%	13200	\$660.00		root balls, tread, drains, rock armoring
22.5	Sourcwell Discount	PER	-7%	13860	-\$970.20		
23	▣ All-American Through All Phases (14 days)				\$60,152.40	15	
23.1	Operator Hours	HR	\$150.00	224	\$33,600.00		2 operators 112 hrs ea
23.2	Ground Labor Hours	HR	\$100.00	224	\$22,400.00		2 Ground Labor 112 hrs ea
23.3	Mini-Excavator daily rate	DR	\$200.00	28	\$5,600.00		2 machines 14 days ea
23.4	Mobilization (5-10%)	PER	5%	61600	\$3,080.00		root balls, tread, drains, rock armoring
23.5	Sourcwell Discount	PER	-7%	64680	-\$4,527.80		Wood structure damage could lower or raise this estimate
24	▣ Low Water Bridge aka Stinky bridge (3 days)				\$12,889.80	3	
24.1	Operator Hours	HR	\$150.00	48	\$7,200.00		2 operators 24 hrs ea
24.2	Ground Labor Hours	HR	\$100.00	48	\$4,800.00		2 Ground Labor 24 hrs ea
24.3	Mini-Excavator daily rate	DR	\$200.00	6	\$1,200.00		2 machines 3 days ea
24.4	Mobilization (5-10%)	PER	5%	13200	\$660.00		root balls, tread, drains, rock armoring
24.5	Sourcwell Discount	PER	-7%	13860	-\$970.20		
25	▣ OTHER				\$51,251.91		
25.1	Contingency	PER	4%	\$446,455.80	\$17,858.23		Project Contingency For Unknown Circumstances
25.2	Material and Supplies (wood, stone, fill etc)	LS	\$20,000.00	1	\$20,000.00		Material needed is unknown and will be determined in each section. Goal is to reuse as much as we can
25.3	Insurance, Workers Comp, Liability, etc.	PER	3%	\$446,455.80	\$13,393.67		

CONTRACT ADDENDUM _____ FEMA CONTRACT REQUIREMENTS

This contract addendum will now be considered a part of the contract between the City of Bentonville, Arkansas, and the Contractor, ____ Progressive Trail Design _____, dated ____ 9/19/24 _____ for Trail Storm Damage Cleanup services.

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Contract Requirements.

This contract may be eligible for FEMA reimbursement. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

1.02 Remedies.

In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.03 Termination.

- (1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.
- (2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material"

shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation set forth in the agreement.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required.
- (3) *Withholding for unpaid wages and liquidated damages.* The City of Bentonville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in herein and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

2.03 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.04 Suspension and Debarment.

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.05 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in

connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Nathan Woodruff – President/Owner

Name and Title of Contractor's Authorized Official

9/19/24

Date

2.06 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 3. FEMA-RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

The following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the City of Bentonville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of

the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Bentonville and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

- (1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.
- (2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.
- (3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.
- (4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

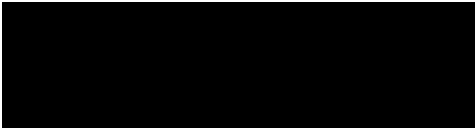
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

City of Bentonville – Mayor

Date

City of Bentonville – Clerk

Date



Contractor

9/19/24

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PROGRESSIVE TRAIL DESIGN, IN THE AMOUNT OF FOUR HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SEVEN DOLLARS AND SEVENTY-ONE CENTS (\$497,707.71) PLUS APPLICABLE TAXES, FOR STORM DAMAGE TRAIL REPAIR; AMENDING THE 2024 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department requests approval to enter into an agreement with Progressive Trail Design for trail damage caused by the May 26, 2024 storm event;

WHEREAS, this agreement utilizes Sourcewell Cooperative Contract 112420-ARC and has been approved by the Purchasing Manager in accordance with the City's purchasing policy;

WHEREAS, it is intended that the project cost be submitted to FEMA for reimbursement consideration; and

WHEREAS, a budget adjustment is needed to adjust monies from General Fund for this purchase.

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 Progressive Trail Design, pursuant to Sourcewell Cooperative Contract 112420-ARC, in an amount not to exceed four hundred ninety-seven thousand seven hundred seven dollars and seventy-one cents (\$497,707.71) plus applicable taxes, for trail repairs needed due to the May 26, 2024 storm;

Section 2: The 2024 Budget is adjusted to appropriate the same from General Fund into Account #105030-44430 – Building/Ground Maintenance;

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

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

PASSED and APPROVED this ____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/24/2024	Submitted By:	Mayor Orman
Phone:	(479) 271-5966	For Department(s):	City Council
Email:	sorman@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving the Creation of a Temporary Debris Removal Policy
Action Recommendation & Justification:	Approving a temporary debris removal policy to address existing debris piles in the City left from the May 26, 2024 severe weather event. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101010-42830	Miscellaneous Expense	\$ 5,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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 ESTABLISHING A TEMPORARY STORM DEBRIS
REMOVAL POLICY; SETTING APPLICABILITY GUIDELINES;
AMENDING THE 2024 BUDGET TO FUND QUALIFYING DEBRIS
REMOVAL; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville experienced a severe storm event on May 26, 2024, which has been declared a disaster by FEMA;

WHEREAS, the City immediately began clean-up efforts, hiring a consultant and debris removal contractor, to ensure the preservation of FEMA reimbursement eligibility;

WHEREAS, there are debris piles remaining where the City’s assistance with removal has been requested; and

WHEREAS, the Bentonville City Council finds that a Temporary Debris Removal Policy is appropriate in this limited circumstance of a FEMA declared disaster.

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

Section 1: That the Temporary Debris Removal Policy, as shown in the attached Exhibit “A” is hereby enacted and will be in effect for thirty (30) days or until funding is exhausted, whichever is the later;

Section 2: The 2024 Budget is hereby adjusted to appropriate five thousand dollars (\$5,000.00) from General Fund into Account #101010-42830 – Miscellaneous Expense, to fund the Temporary Debris Removal Policy;

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

EXHIBIT “A”

Temporary Debris Removal Policy:

Purpose: The City of Bentonville suffered an extreme weather event on May 26, 2024. This storm caused extensive damage across many parts of the City. On May 29, 2024, FEMA declared Bentonville a disaster area. The City worked swiftly to procure debris monitoring and consulting services, not only to provide debris removal to citizens, but to also ensure the maximum preservation of expenses for FEMA reimbursement eligibility. Following FEMA regulations and consultant guidance, not all storm debris was eligible for removal by the City’s contracted provider. There may have been circumstances where citizens could not timely comply with the City’s debris removal timeline. In those instances, outside avenues could be utilized; such as, volunteer help, private property/business/homeowner insurance, FEMA individual assistance, small business loans, etc. To make sure citizens could avail themselves of all options, the City kept updated debris removal and assistance information on its website and social media pages. At this time, there are remaining piles of storm debris in the City. Bentonville City Council finds that a temporary debris removal policy should be enacted to provide for the safety and preserve the health of Bentonville citizens. This temporary policy is not intended to circumvent or replace the City’s normal storm debris removal process. Temporary debris removal policies, such as this, shall only be considered during FEMA declared disasters.

Qualifications: To avail themselves of this temporary debris removal policy, sufficient documentation of the following must be submitted:

1. Requestor must be a resident or business owner of the City of Bentonville;
2. Requestor must own, rent, lease, etc. the property on which the debris requested for removal is located;
3. The debris must be from the May 26, 2024, severe storm event;
4. The debris must have been considered eligible for removal, pursuant to FEMA guidelines and the City’s debris monitoring consultants’ guidance/interpretation, during the time at which the City conducted its contracted debris removal;
5. If applicable, insurance denial of coverage to remove the debris;

6. If the debris pile is a result of privately contracted work, proof that removal was not part of the agreement;
7. If debris is from a third-party source, a sworn affidavit from the third-party attesting to the debris origin and how it came to be at its present location; and
8. If applicable, documentation that FEMA individual assistance, small business loan, etc. did not cover debris removal.

Process: Once all of the above applicable qualifications are met, the City will utilize its current code compliance contract for debris removal. This contract was competitively bid and approved by City Council. The contract sets out the fees and costs for debris removal. Using the City's approved code enforcement contract ensures that City staff and equipment are not diverted from current job priorities. Complete applications will be funded on a first come, first served basis until funding is exhausted.

Funding: The Bentonville City Council finds that budgeting five thousand dollars (\$5,000.00) is a de minimis amount which serves to further the City's interest in protecting the health and safety of its citizens.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	9/24/2024	Submitted By:	Mike Bender
Phone:	479-271-3140	For Department(s):	Water Utilities 503020
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 for a Design Agreement for Utility Relocations with ARDOT Project Hwy 102 Widening
Action Recommendation & Justification:	Staff request the Mayor and City Clerk to enter into an agreement with Halff Engineering to perform the design services for the utility adjustments required for ARDOT Project 090646 (Hwy 102 Widening). The contract amount is \$828,569.65. A portion of the engineering fees will be reimbursed by ARDOT as determined by the reimbursement ratio. Halff Engineering was selected following the city's standard SOQ selection process. Utility Board Approved 3-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The City of Bentonville received notice from ARDOT in March to prepare utility adjustment plans associated with ARDOT project 090646– Hwy 102 improvements. This project affects several city water and sewer lines, requiring relocation along the highway corridor. A portion of this project will qualify for reimbursement, but the reimbursement ratio will not be determined until an adjustment plan has been prepared. The City will be required to front expenses until a reimbursement ratio is determined.
Amount for Approval:	\$ 828,569.65

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503020-47320	Improv Other - Water Improv	\$ 828,569.65	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

A portion of this cost will be reimbursed. A PE agreement will be in place with ARDOT.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: Professional Civil Engineering Services for the R090646 Highway 102 Utilities Relocation 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 **Halff Associates**, 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 construction of **public water and sewer facilities**; 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:

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 **\$828,569.65** 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.

- F. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.
- G. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- H. If the CITY fails to make any payment, not in dispute, due to PROFESSIONAL CONSULTANT within thirty (30) days after receipt of an invoice, then the amount due to the PROFESSIONAL CONSULTANT will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, PROFESSIONAL CONSULTANT may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until PROFESSIONAL CONSULTANT has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

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

- C. PROFESSIONAL CONSULTANT shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.
- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

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

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents and PROFESSIONAL CONSULTANT's for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents and PROFESSIONAL CONSULTANT's.
- F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

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

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

- C. If, for whatever reason adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

- A. NOT USED

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

- A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.
- B. The CITY understands that the construction cost estimates developed by the PROFESSIONAL CONSULTANT do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the PROFESSIONAL CONSULTANT will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the District Court of Benton County, Arkansas.

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

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

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

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 eight hundred twenty-eight thousand five hundred sixty-nine dollars and sixty-five cents (\$828,569.65), 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>Haft Associates, Inc</u>
CITY	PROFESSIONAL CONSULTANT
<u>BY</u>	
<u>MAYOR</u>	<u>VP/Operations Manager</u>
TITLE	TITLE
<u>DATE SIGNED</u>	<u>8-20-2024</u>
	DATE SIGNED

APPENDIX A

PROPOSAL AND SCOPE OF WORK

PROJECT DESCRIPTION

The Arkansas Department of Transportation (ARDOT) is developing improvement plans to widen State Highway 102, also known as SW 14th Street, from Interstate 49 westerly thru J Street, in Bentonville, AR. Bentonville Water Utilities (BWU) owns, operates, and maintains several water and sewer utility lines along the Highway 102 corridor, which conflict with the planned improvements and require relocation. A portion of these utility lines are understood to have originally been installed in utility easements or City Right of Way, outside of ARDOT rights-of-way, and therefore may have “prior rights”, which qualify for reimbursement by ARDOT for the design and relocation costs incurred by BWU.

The existing water and sewer utility lines proposed to be relocated make up the “Project”, as indicated on **Exhibit 1**, and approximated to consists of:

- 14,000+ LF of 2” thru 12” Potable Waterline,
- 4,000+ LF of 2” thru 12” Sanitary Sewer line,
- 25+ Sanitary Sewer Manholes.

The Project will include the conventional design-bid-build delivery method. Additional Services listed in **Appendix A – Proposal and Scope of Work for Design Phase Services** and Construction Phase Services listed in **Appendix B – Proposal and Scope of Work for Construction Phase Services** and are all excluded from our scope and fee, however, can be added with an amendment to the contract.

Appendix A is organized into three (3) sections as follows:

1. **Scope:** Including all “Basic” services performed by Halff and required for the project, as well as “Special Services” performed by Halff or subconsultants to Halff, along with the associated “deliverables” of each service. Additional Services and BWU Responsibilities are also listed in this section.
2. **Schedule:** Including all Basic and Special services as described herein.
3. **Fee:** Including all Basic and Special services and presented as an “hourly, not to exceed” fee amount, with the associated hourly rate schedule. Sub-Consultant invoices will be billed to BWU with no markup.

This proposal and scope of work complies with the guidelines for reimbursement as outlined in ARDOT’s Utility Accommodation Policy dated November 16, 2010, and will include verifying compliance with the Buy American Policy. The detailed Proposal and Scope of Work is as follows:

SCOPE OF WORK

Basic Services for the Project include:

1. **Project Management** – Project management tasks shall be performed for the duration of the project and shall include the following tasks:
 - a. Conduct, or attend, the following project meetings:
 - i. Attend up to twelve (12) monthly coordination meetings with BWU.
 - ii. Attend up eight (8) meetings with Halff's sub-consultants.
 - iii. Attend up six (6) meetings with other utility providers for coordination.
 - iv. Attend up four (4) workshops with BWU for review of deliverables.
 - v. Attend up to four (4) City of Bentonville meetings associated with other departments review.
 - b. Coordinate Proposed Utility Alignment with BWU, ARDOT, Wal-Mart Home Office (WHO), Black Hills Energy (BHE), and other utilities identified within the limits of this project.
 - c. Prepare and maintain a project schedule.
 - d. Prepare and submit monthly progress reports along with monthly invoices to include project status, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes.
 - e. Prepare and submit a bi-weekly project sheet that shows an overview of the proposed project and a summary of the status of the overall project for BWUs use to keep the public informed.
 - f. Prepare and maintain project records including, but not limited to, correspondence and documentation of contacts with property owners.
 - g. Reimbursement tracking, including receipts (Postage, fuel, lodges, and meals associated with lodging).
 - h. Coordination and administration of subcontracts, as required.
 - i. Subcontract fees will be invoiced to BWU with no markup.
 - i. Project Management Deliverables to include the following:
 - i. Agendas and minutes for all meetings.
 - ii. Project Sheet, bi-weekly.
 - iii. Invoices, project schedule, and project reports, monthly.
 - j. All project deliverables will be delivered electronically.
2. **Alignment Study Phase** – The first primary design-related task shall be to perform an Alignment Study for the project, which shall consist of the following tasks:
 - a. Perform an initial site visit and conduct a visual survey of the proposed project.

- b. Conduct a project kick-off meeting, with BWU, to begin identifying and documenting the project design criteria. Develop a preliminary list of likely required permits.
 - c. Identify and map all existing water and sewer utility facilities within the limits of the project and locate their position within Rights-Of-Ways and easements.
 - i. BWU shall provide all available recorded documentation of the existing utility easements within the project limits.
 - d. Determine what portion of existing facilities qualifies for reimbursement by ARDOT.
 - e. Identify any areas that will no longer require utility service after the project's completion.
 - f. Select a preliminary alignment for the new water and sewer facilities to replace those proposed to be abandoned and/or removed and disposed by the project.
 - g. Identify any environmental reviews required to be coordinated by Halff.
 - i. Halff anticipates a Nationwide Permit. This does not include any environmental investigation efforts. See Additional Services/Exclusions below.
 - h. Determine permitting requirements to be addressed by Halff.
 - i. Conduct a workshop with BWU staff, to define the details of the new facilities, such as:
 - i. Proposed utility relocation alignment.
 - ii. Define easement requirements for the new utility relocations.
 - iii. Pipe material and pressure rating, connection points, fire hydrant location, and methods, phasing requirements, and any other issues defined in this Alignment Study.
 - j. Develop an Opinion of Probable Project Cost (OPPC), including costs for construction, engineering, governmental agency review/ permitting, and land costs associated with easement acquisitions. The OPPC, including all revisions, will exclude contingencies. A breakdown of estimated ARDOT reimbursables will be provided within this OPPC.
 - k. Deliverables to include a Design Memo and Preliminary Sketch of water and sewer plans, documenting these findings.
 - l. All deliverables will be delivered electronically.
3. **Design Phase** – Following completion and BWU’s acceptance of the Alignment Study, the Design Phase of the project will commence, which shall include the following tasks:

Please note that Special Service tasks are listed within the Design Phase to specify when these services shall take place, however Special Services will be billed under its specific task.

a. Preliminary Design Plan Set (thru 60%):

- i. Conduct “Special Services”, as required (see below for detailed description of these “Special Services”):
 - 1. Perform a Topographic survey of project.
 - 2. Perform a Boundary Survey of project.
 - 3. Perform Subsurface Utility Engineering (SUE).
 - 4. Conduct Geotechnical investigations.
- ii. Prepare Preliminary design drawings for review, to include:
 - 1. Design plans shall be created on 24”x36” sheets.
 - 2. Plan and profile view layout of the proposed and sewer facilities.
 - 3. Plan and profile view layout of the proposed water facilities.
 - 4. Proposed connection points and associated details.
 - 5. Plan and layout for a replacement meter vault located at P St, if required.
 - 6. Plan for phasing requirements to reduce any utility services downtime associated with the utility relocations.
- iii. Prepare Table of Technical Specifications for items not covered in BWU or Bentonville Street specifications, if any.
- iv. Conduct a field review to coordinate design with any altered field conditions.
- v. Attend a coordination meeting with other consultants and utility providers, see Project Management.
- vi. Submit 60% plan set to BWU for internal review and approval.
- vii. Conduct a review meeting with the BWU staff to review the 60% plan set comments.
- viii. After BWU has reviewed and approved the 60% plan set, Submit the 60% plan set as a Public Infrastructure Improvement Plan (PIIP) to the City’s eTrakit portal for the City’s review and approval, as well as to other state agencies.
- ix. Update the OPPC.
- x. Deliverables shall include:
 - 1. Preliminary Design drawings and draft table of specifications.
 - 2. Updated OPPC, to include an opinion of costs eligible for reimbursement by ARDOT.
- xi. All deliverables will be delivered electronically.

b. Final Design Plan Set (thru 100%):

- i. Conduct “Special Services”, as required (see below for detailed description of these “Special Services”):
 - 1. Conduct Easement Preparation.

2. Perform Easement Acquisition services.
- ii. Prepare SWPPP/SWQ plans.
 1. Prepare Stormwater Pollution Prevention Plan for limits of disturbance reflected at completion of 60% plan set.
 2. Assist the City with submission to ADEQ's SEEK portal to submit for and obtain the Notice of Coverage.
 3. Deliverables will include a prepared SWPPP for the City's signature.
- iii. Prepare Detailed design drawings for review, to include:
 1. Construction details, in addition to BWU standard details.
- iv. Conduct a field review to coordinate design with any altered field conditions.
- v. Update the OPPC
- vi. Prepare final project manual to include technical specifications, special conditions, front end contract documentation, geotechnical boring logs.
- vii. Obtain regulatory approvals and permitting of the project plans and specifications, to include:
 1. BWU final approval and authorization.
 2. City of Bentonville's PIIP Approval.
 3. City of Bentonville's Floodplain Development Permit
 4. ARDOT approval and concurrence.
 5. Arkansas Department of Health.
 6. ADEQ Stormwater, STAA, SWPPP
 7. USACE Nationwide 58 Permit – Pre-Construction Notification (PCN), as required.
- viii. Deliverables shall include:
 1. Detailed Final Design Drawings.
 2. Final Project Manual.
 3. Updated OPPC.
 4. Applicable Permits.
- ix. All deliverables will be delivered electronically.
- c. Bid Phase Services:
 - i. Compile the project Construction Bid Documents, to include:
 1. Approved Plan Set.
 2. Coordinate with City of Bentonville's Purchasing Department to prepare the "front end" Bid documents, based on BWU standard documents, including bidder's proposal form.
 3. Assemble the Standard Material and Construction specifications published by the City of Bentonville.
 4. Create any additionally required "Technical Specifications".

- ii. Prepare response to questions from bidders, as required.
- iii. Prepare Addenda and provide to BWU for posting, as necessary.
- iv. Assist BWU in the opening, tabulating, and analyzing the bids received.
- v. Deliverables shall include:
 - 1. Electronic copies of Plans and Bid Documents.
 - 2. Responses to bidder's questions
 - 3. Addenda
 - 4. Tabulation of Bids
- vi. All deliverables will be delivered electronically.

Special Services for of the Project include:

1. Topographic survey:

- a. Halff Survey Department will coordinate with One-Call to horizontally locate all existing utilities within the identified 104 parcels along the HWY 102 corridor North of R/W +/- 50' x 6000', South of R/W +/- 50' x 6000', and +/-200' North and South of intersecting roads, approximately 15 roads. Utility location and mapping is for horizontal location of above ground and underground utilities only. One-Call Utility heights and/or depths will not be obtained or indicated on the topographic survey (unless provided by SUE). The survey of utilities will be based on tracing and marking by One-Call.
- b. Halff Survey Department will provide Topographic information consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Spot elevation at requested areas, Tops of Storm and Sewer Manholes with Invert elevations, size, material, and direction of pipes. The location of utilities by One-Call, trees of 6" breast height diameter or greater (Coniferous or Deciduous), landscape, drives, fences, outlines of existing buildings, finish floor elevation, and location of tie for sewer and water into existing building (if visible or marked by One-Call).
- c. Halff Survey Department will notify owners with certified letters before performing survey field work.
- d. Halff Survey Department deliverable will consist of a DWG base drawing of the Topographic information collected, in the AHTD Survey Coordinate system of North Zone Projected to Ground US Survey Foot (Horizontal Datum NAD83 & Vertical Datum NAVD88)
- e. Base Survey will not meet "Arkansas Minimum Standards for Property Surveys and Plats". (this pertains to a signed seal survey printed in a Paper/PDF format)
- f. Limits of area to be included in the scope of "Topographic Survey" are shown in ***Exhibit I***. If relocation efforts are extended beyond the identified limits, an amendment to the contract will be required.

- g. All work will be supervised under a licensed Arkansas Surveyor's direct supervision.
- h. **By signing this contract, the client understands and acknowledges that utility mapping is not exact, and it is possible that not all utility lines will be located. Halff is not responsible for miss-marked or unmarked utilities.**

2. Boundary Survey

- a. Halff's Survey Department will survey up to 104 tracts of land, parcels based on the research provided by the Title Company. Crew will locate pertinent monuments to determine the property lines and right-of-way according to the provided deeds, surveys, and recoded plats.
- b. Boundary disputes will not be resolved if discovered during the fieldwork, calculation, and/or plotting of deeds. Halff will best fit property lines to continue with BWU project. If such disputes are discovered, pertaining to easements or location of existing water or sewer lines, it will be brought to BWU attention, and an amendment may be required.
- c. No missing monuments will be set for the +/- 104 parcels.
- d. Limits of area to be included in the scope of "Boundary Survey" are shown in ***Exhibit I***. If relocation efforts are extended beyond the identified limits, and/or a property is split or combined after the initial "Boundary Survey" effort and additional field work is necessary, an amendment to the contract will be required.
- e. Halff's Survey Department deliverable will consist of a DWG base drawing of the Boundary Survey performed, in the AHTD Survey Coordinate system of North Zone Projected to Ground (US Survey Foot) (Horizontal Datum NAD83 & Vertical Datum NAVD88)
- f. Base Survey will not meet "Arkansas Minimum Standards for Property Surveys and Plats". (this pertains to a signed seal survey printed in a Paper/PDF format)
- g. All work will be supervised under a licensed Arkansas Surveyor's direct supervision.

3. Subsurface Utility Engineering (SUE), to be conducted by sub-contractor, to include:

- a. Mobilize a vacuum truck at critical utility crossings, identified during the alignment study, to excavate or "pothole" to a maximum of 12 feet, in up to twenty-two (22) locations. If additional potholes are necessary, an amendment to the contract will be required.
- b. Mobilize Halff's survey field crew to gather elevations, diameter, and material type of exposed utilities.
- c. Deliverable shall include an updated topographic survey with the findings listed above.

4. Geotechnical Engineering investigation, to be conducted by sub-contractor, to include:
 - a. Drilling up to ten (10) exploratory borings, 10 to 20-ft depth or auger refusal, whichever is less, at identified road bore locations. If additional borings are necessary, an amendment to the contract will be required.
 - b. Conduct one (1) site visit to mark proposed boring locations and coordinate access.
 - c. Perform laboratory testing to evaluate pertinent physical properties and engineering characteristics of the subgrade strata.
 - d. Deliverable shall consist of an engineering report with boring locations, boring logs, laboratory test results, and recommendations for construction consideration.

5. Easement Preparation
 - a. Abstracting and Title search
 - b. Halff's Survey Department will contract with a Title Company to research and provide up to 104 parcels along the HWY 102 corridor. Halff will request research past the 30-year typical search of records to pater. Title Company will provide easements, subject property deeds, plats known of record, listed tax parcel number, known tax entity, and the existing owner with the mailing address. If additional parcels are determined, an amendment to the contract will be required.
 - c. Halff's Survey Department will notify Right of Entry for up to 104 parcel owner/tax person one time by certified mail based on the Title Company research before entering any property for One-Call, topographic, or boundary portion.
 - d. Halff's Survey Department will plot up to 104 parcels of the provided plats, subject property deeds, and easements of record provided by the Title Company.
 - e. Limits of area to be included in the scope of "Abstracting and Title search are shown in **Exhibit I**. If relocation efforts are extended beyond the identified limits, an amendment to the contract will be required.
 - f. Document Preparation will include:
 - i. Halff's Survey Department will provide a location of existing easements, based on information provided by the Title Company, for reimbursement for the relocation of the water and/or sewer line within the area up to 104 parcels of land along the HWY 102 corridor.
 - ii. Halff's Survey Department will provide up to 75 Utility Easement Exhibits, based on the determined water and sewer realignments.
 - iii. Exhibits will reflect permanent and/or temporary easement limits.
 - iv. Halff's Survey Department will provide up to 75 Utility Easement Descriptions, based on the Utility Easement Exhibits described above.

- v. Halff's Survey Department will not mark or set temporary or permanent monuments along the proposed easement area.
- vi. Limits of area to be included in the scope of "Document Preparation" are shown on the attached *Exhibit I*. If relocation efforts are extended beyond the identified limits, an amendment may be required.
- vii. All work will be supervised under a licensed Arkansas Surveyor's direct supervision.
- viii. All required new easement dedication exhibits will be prepared individually and be stamped by a licensed Arkansas Surveyor. Easements will not be dedicated or acquired as part of an easement plat or comprehensive dedication document to be carried through the city platting process.
- ix. Utility easement documents will be per Bentonville Standard Dedication form.
- g. Record executed easements, as agreements are made, and provided to BWU the filed copy for their records.

6. Acquisitions Services

- a. Initial Appraisal/Valuation Services
 - i. Review BWU's easements and construction plans.
 - ii. Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvements value.
 - iii. Conduct appraisal of up to 75 properties.
 - 1. The appraiser/valuator will contact property owners and conduct property owner's inspections.
 - a. This includes inviting the property owners, preferably in writing, to accompany the appraiser/valuator during the appraiser's/valuator's inspection of the property and maintain record of contact in file.
 - iv. Determine need for specialty report and advise BWU of the recommendation.
 - 1. BWU will determine extent of report needed and most efficient and cost-effective method of preparation.
 - v. Prepare written notification to BWU of any environmental concerns associated with the acquisition that could require environmental remediation.
 - vi. Appraisal/Valuation Updates includes:
 - 1. Revise, update, or obtain new appraisals/valuations, up to 10 properties.

b. Negotiation Services & Waiver Valuation Services

- i. Prepare and provide Waiver Valuation Reports, if needed, to BWU for administrative review and approval.
- ii. Upon completion of easement appraisals, submit to BWU for approval and concurrence of any reimbursable portion of costs prior to beginning easement negotiations.
- iii. Prepare the appropriate acquisition documents and assemble tract packets for up to 75 properties, in accordance with BWU requirements.
- iv. Prepare an offer letter for signature by the appropriate BWU official or as designated, stating the summary of the basis for the total amount offered.
- v. Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.
- vi. Maintain a project log indicating, at a minimum, the dates of the following:
 1. Waiver valuation or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.
- vii. Maintain detailed records of all information pertinent to the job:
 1. Ownership addresses, encumbrances, dated and signed negotiator notes, offer letters and contracts.
 2. Negotiator notes should include a record of each contact, offers and counteroffers, property owner requests, opinions, proposed solutions, and recommendations for condemnation.
- viii. Notify BWU if a property owner requests an appraisal in lieu of the waiver valuation presented.
- ix. Collect supporting documents from the property owner necessary to complete the transaction including but not limited to trusts, corporate resolutions, partnership agreements, et al.
- x. As negotiations are completed, review tract packets for completeness, prepare acceptance letters for BWU's execution and distribute tract packets for further handling.
- xi. Submit proposed changes in right of way easements or construction design features arising through negotiations to BWU.
- xii. Submit counteroffers from property owners to BWU with recommendations for acceptance or rejection.
- xiii. Recommend tracts for condemnation to BWU when negotiations prove to no longer be beneficial or when the property owner states they wish to discontinue negotiations.

- xiv. Execute Rights of Entry Agreements with property owners as directed by BWU.
- xv. Upon completion of easement negotiations, submit to BWU for approval and concurrence of any reimbursable portion of costs prior to executing any easement documents.
- xvi. Prepare proper instruments of conveyance and releases upon determination of title status.
- xvii. Deliver BWU warrants on negotiated settlements after obtaining proper execution of instruments of conveyance and satisfaction of liens, if needed.
- xviii. Record conveyance documents in appropriate county offices or through title company.

Additional Services for of the Project, which are excluded from our scope:

- 1. Corrosion Engineering/Testing
- 2. Hydraulic Modeling/Surge Analysis
- 3. Environmental Reviews
- 4. Environmental Site Assessments (ESAs)
- 5. Draft Jurisdictional Determination (DJD) report (wetlands)
- 6. Historical and Archeological study
- 7. Threatened and Endangered Habitat Screening
- 8. Survey Field Layout/Staking
- 9. Revisions to the Plan Set and/or Specifications due to causes not within Halff's control.
- 10. Traffic Control Plans
- 11. Grayed back text within scope (Easement preparation and acquisition services)
- 12. Right of Way – Title Curative
- 13. Right of Way – Relocation Assistance Services
- 14. Right of Way – Property Management Services
- 15. Right of Way – Condemnation Support Services
- 16. Appraisers Support in legal disputes.
- 17. Appraisals/Valuations exceeding 75 properties.
- 18. Appraisal/Valuation updates exceeding 10 properties.
- 19. Preparation of Specialty Report to support appraisal efforts.
- 20. Services required to resolve bid protests or to rebid the project.
- 21. Assisting BWU or the City of Bentonville with any legal disputes
- 22. Construction Phase Services
 - a. See Appendix B for a proposed Construction Phase Scope of Work – If requested by the City, a Proposal for Construction Phase Services will be added to Halff's contract by amendment.

BWU Responsibilities shall include providing the following project information for Halff's use:

1. All available recorded documentation of the existing utility easements within the project limits.
2. All available record drawings/as-builts within the project corridor.
3. Design information and/or scenario analyses results derived from existing BWU hydraulic model(s).
4. Obtaining Signatures, as needed, from City personnel for submittals and permitting.
5. Provide all necessary forms, templates and other documents needed for the proposed acquisitions and the BWU's funding and closing.
6. Provide Halff with BWU processes including but not limited to Board/Council Resolutions or other internal actions necessary for acquisition, condemnation or other requirements to complete the acquisition and related processes.
7. Provide timely reviews and approval of submissions and responses to questions pertaining to the project and design.

SCHEDULE

1. See Exhibit II

If Halff's services are delayed due to an outside circumstance, Halff shall be entitled to adjust the contract schedule consistent with the number of days delayed.

FEE

1. Total Contract Fee will be **\$828,569.65**
 - a. **Basic Services Fee**
 - i. \$498,828.00
 - b. **Special Service Fee**
 - i. \$329,741.65

Please note that Halff executed services will be billed Cost Plus Max (Hourly, Not to Exceed). Rates will be based on current Federal Audited Overhead Rate, updated annually. Halff's Sub-contractor's invoices will be billed to BWU at cost, with no markup.

DESIGNATED REPRESENTATION

The designated representatives for this contract shall be as follows:

Owner - City of Bentonville Water Utilities

Designated Representative	Beau Thompson, AICP Work phone: (479) 271-3140 BThompson@BentonvilleAR.com	3200 SW Municipal Drive Bentonville, AR 72712

Halff Associates

Project Manager	Mr. Patrick Foy, PE Work phone: (479) 579-3968 Cell phone: (479) 212-4028 e-mail: pfoy@halff.com	2407 SE Cottonwood St #1 Bentonville, AR 72712
Principal in Charge	Mr. John Wary, PE Work phone: (479) 579-3967 Cell phone: (479) 721-9965 e-mail: jwary@halff.com	
Project Surveyor	Mr. James S. Aunspaugh, PS Work phone: (479) 379-0323 Cell phone: (501) 319-3408 e-mail: jaunspaugh@halff.com	
Construction Inspection Manager	Mr. John Fry Work phone: (479) 579-3974 Cell phone: (479) 651-8530 e-mail: jfry@halff.com	
QA/QC Manager	Mr. Brian Maurer, PE Work phone (479) 397-0311 Cell phone (479) 883-4573 e-mail: bmaurer@halff.com	5704 Euper Lane, Ste 200 Fort Smith, AR 72903

EXHIBIT I
Project Limits

[illegible]

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM
REVIEW AND NOT INTENDED FOR
REGULATORY APPROVAL, PERMIT, BIDDING
OR CONSTRUCTION PURPOSES. THEY
WERE PREPARED BY OR UNDER THE
SUPERVISION OF:

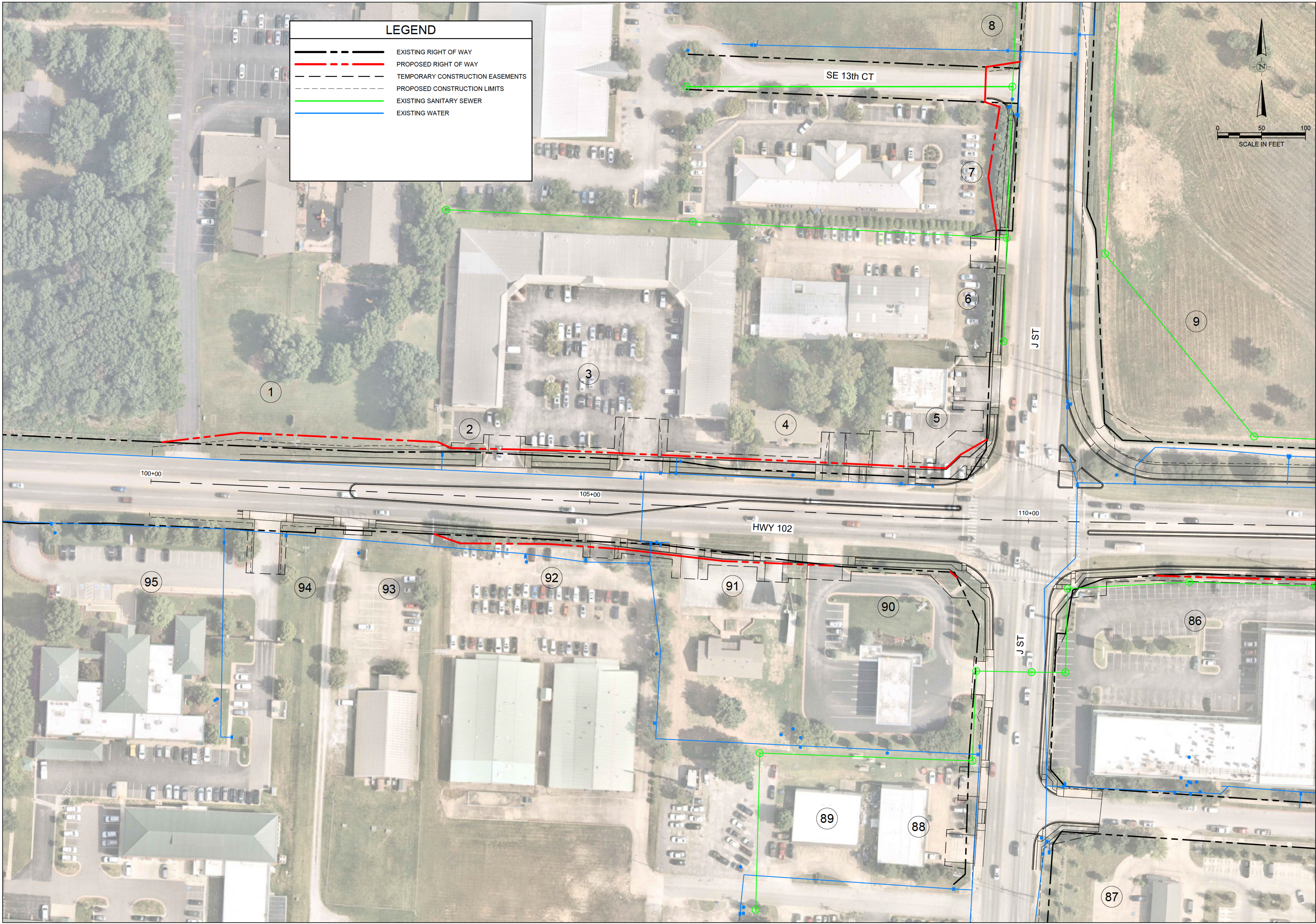
GARRETT J. McMICHAEL 20641
NAME P.E. NO.
DATE APRIL 2024
HALFF ASSOCIATES, INC. #1470



PROJECT NO.: 57657	
ISSUED:	APRIL 2024
DRAWN BY:	DR
CHECKED BY:	GM
SCALE:	AS SHOWN
SHEET TITLE	

PROJECT OVERVIEW

FILE NAME: A:\57000s\57657\001\WMCADD\Sheets\7657 UtilitiesRelocationExhibit.dwg DATE: May 16, 2024, TIME: 3:39 PM, USER: ah4929 AVO: XXXXX



**HIGHWAY 102 IMPROVEMENTS
UTILITIES RELOCATION**

BENTONVILLE, ARKANSAS

half

10800 FINANCIAL CENTRE PRKY., SUITE 600
BENTONVILLE, ARKANSAS 72211
TEL: (501) 801-2650

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY

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GARRETT J. McMICHAEL 20641
NAME P.E. NO.
DATE APRIL 2024
HALFF ASSOCIATES, INC. #1470

CERTIFICATE OF AUTHORIZATION

HALFF ASSOCIATES, INC.
#1470
ARKANSAS-ENGINEER

PROJECT NO.: 57657

ISSUED: APRIL 2024

DRAWN BY: DR

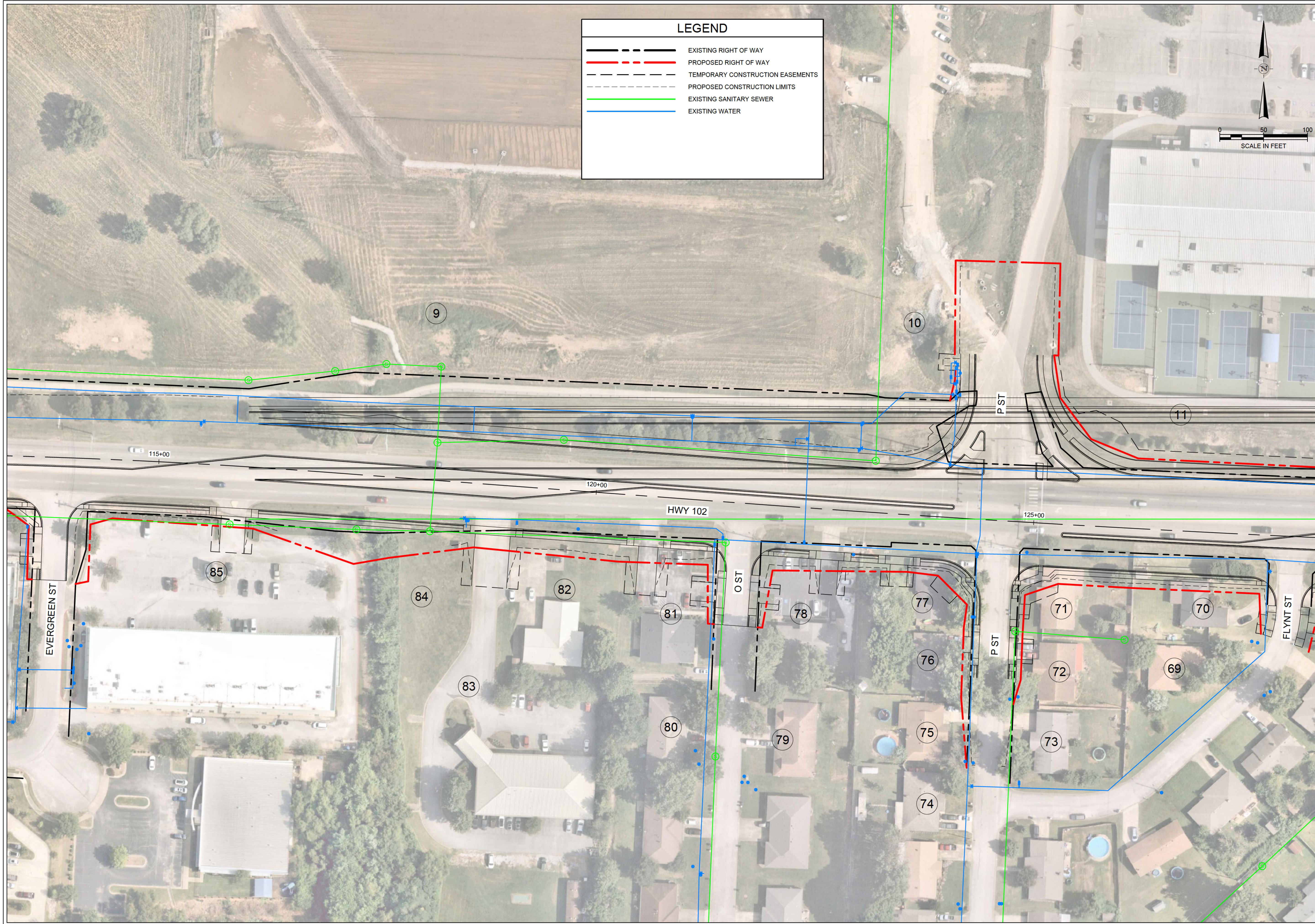
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SCALE: AS SHOWN

SHEET TITLE

UTILITIES EXHIBIT

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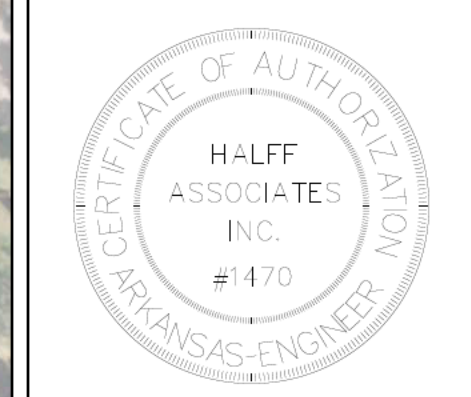
HIGHWAY 102 IMPROVEMENTS UTILITIES RELOCATION

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PRELIMINARY
FOR INTERIM REVIEW ONLY

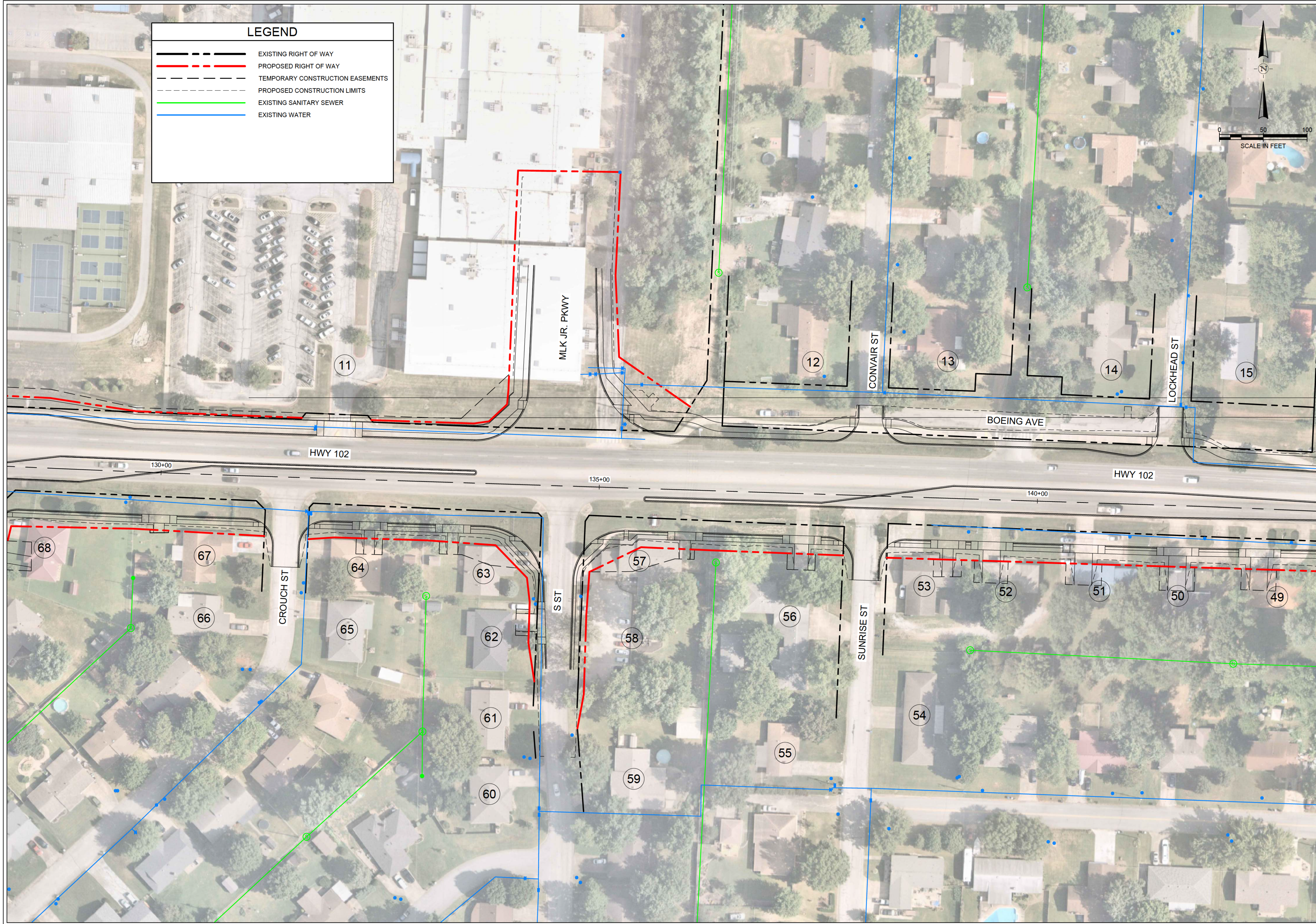
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SHEET TITLE	

UTILITIES EXHIBIT



HIGHWAY 102 IMPROVEMENTS UTILITIES RELOCATION

BENTONVILLE, ARKANSAS



10800 FINANCIAL CENTRE PRWY., SUITE 500
LITTLE ROCK, ARKANSAS 72211
TEL. (501) 801-2690

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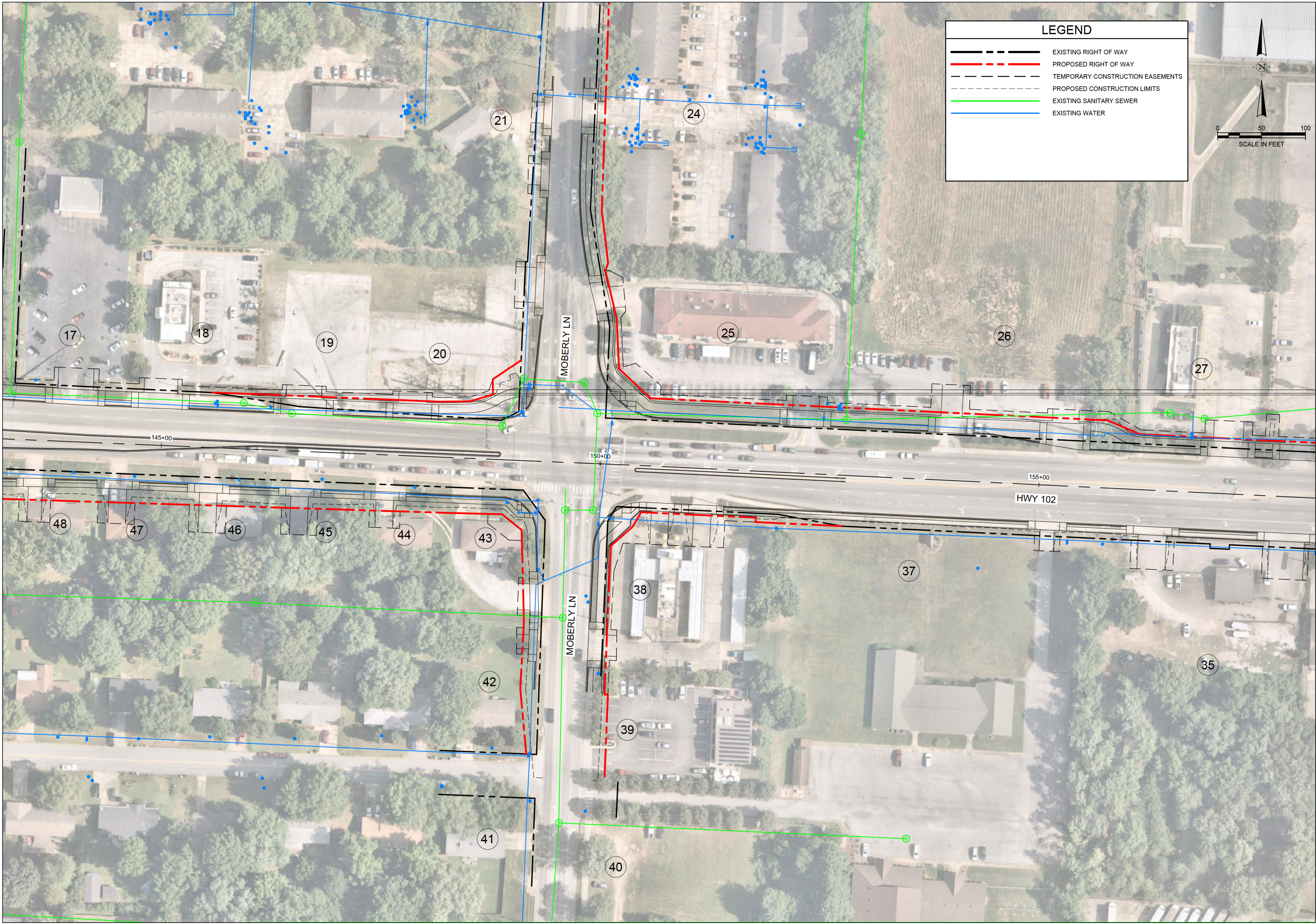
DATE APRIL 202



PROJECT NO.:	57657
ISSUED:	APRIL 2024
DRAWN BY:	DR
CHECKED BY:	GM
SCALE:	AS SHOWN
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UTILITIES EXHIBIT

FILE NAME: A:\57000s\57657\01\W\WCADD\Sheets\7657 UtilitiesRelocationExhibit.dwg DATE: May 16, 2024, TIME: 3:39 PM, USER: ah4929 AVO: XXXXX



HIGHWAY 102 IMPROVEMENTS
UTILITIES RELOCATION

BENTONVILLE, ARKANSAS

half

10800 FINANCIAL CENTRE PRWY., SUITE 600
BENTONVILLE, ARKANSAS 72211
TEL: (501) 861-2650

REVISION NO.	DATE	DESCRIPTION

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DATE APRIL 2024

HALFF ASSOCIATES, INC. #1470

CERTIFICATE OF AUTHORIZATION

HALFF ASSOCIATES, INC.

#1470

ARKANSAS-ENGINEER

PROJECT NO.: 57657

ISSUED: APRIL 2024

DRAWN BY: DR

CHECKED BY: GM

SCALE: AS SHOWN

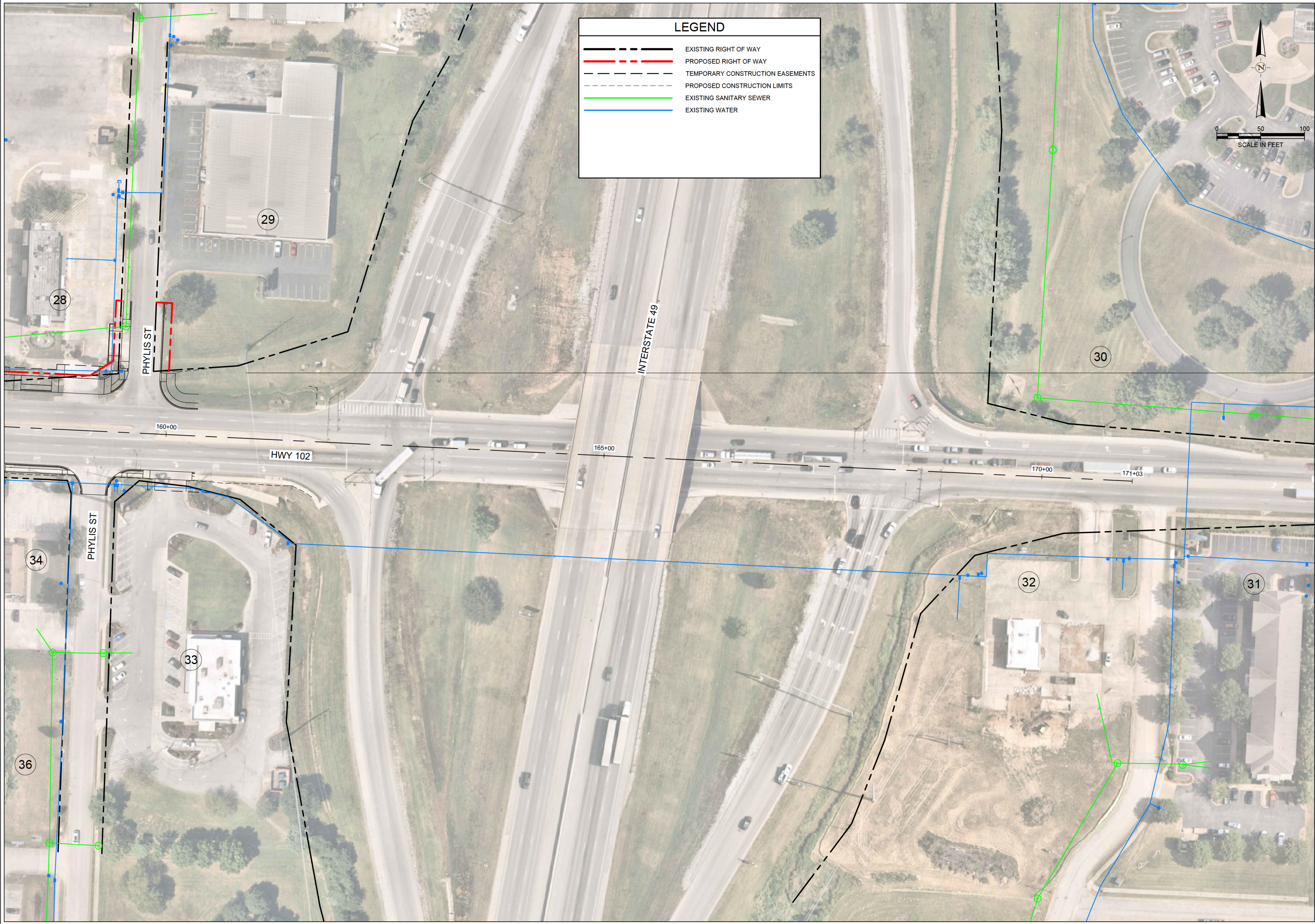
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UTILITIES EXHIBIT

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Page 64 of 74

FILE NAME: A:\57000s\57657\001\W\WCADD\Sheets\7657 UtilitiesRelocationExhibit.dwg DATE: May 16, 2024, TIME: 3:39 PM, USER: ah4929 AVO: XXXXX



LEGEND

EXISTING RIGHT OF WAY

PROPOSED RIGHT OF WAY

TEMPORARY CONSTRUCTION EASEMENTS

PROPOSED CONSTRUCTION LIMITS

EXISTING SANITARY SEWER

EXISTING WATER

0

50

100

SCALE IN FEET

N

N

HIGHWAY 102 IMPROVEMENTS

UTILITIES RELOCATION

BENTONVILLE, ARKANSAS

half

10800 FINANCIAL CENTRE PRWY., SUITE 600
BENTONVILLE, ARKANSAS 72211
TEL: (601) 801-2690

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY

FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

GARRETT J. McMICHAEL

20641

NAME

P.E. NO.

DATE

APRIL 2024

HALFF ASSOCIATES, INC. #1470

CERTIFICATE OF AUTHORIZATION

HALFF ASSOCIATES INC.

#1470

ARKANSAS-ENGINEER

PROJECT NO.: 57657

ISSUED: APRIL 2024

DRAWN BY: DR

CHECKED BY: GM

SCALE: AS SHOWN

SHEET TITLE

UTILITIES EXHIBIT

6

Page 65 of 74

EXHIBIT II

Schedule

APPENDIX B

Proposal and Scope of Work For Construction Phase Services

Project Description

The Arkansas Department of Transportation (ARDOT) is developing improvement plans to widen State Highway 102, also known as SW 14th Street, from Interstate 49 westerly thru J Street, in Bentonville, AR. Bentonville Water Utilities (BWU) owns, operates, and maintains several water and sewer utility lines along the Highway 102 corridor, which conflict with the planned improvements and require relocation. A portion of these utility lines are to be relocated per the approved Construction Documents prepared under Appendix A.

The existing utility lines proposed to be relocated make up the “Project”, as indicated in the approved Construction Documents prepared under Appendix A. The project will include the conventional design-bid-build delivery method.

This Appendix B, is organized into three (3) sections, as follows:

1. **Scope:** Including all “Basic” services performed by Halff and required for the project, as well as “Special Services” performed by Halff or subconsultants to Halff, along with the associated “deliverables” of each service.
2. **Schedule:** Including all Basic and Special services as described herein.
3. **Fee:** Including all Basic and Special services and presented as an “hourly, not to exceed” fee amount, with the associated hourly rate schedule.

This proposal and scope of work complies with the guidelines for reimbursement as outlined in ARDOT’s Utility Accommodation Policy dated November 16, 2010. The detailed Proposal and Scope of Work is as follows:

SCOPE

Basic Services for "Construction Phase Services" include:

1. construction Administration
 - a. Attend Pre-Construction Meeting.
 - b. Review Submittals.
 - i. assume a maximum of 6 submittals.
 1. additional submittals will be considered as additional services.
 - c. Review RFI's (Request for Information).
 - i. assume a maximum of 1 RFI.
 1. additional submittals will be considered as additional services.
 - d. Conduct periodic construction observation (site visits), to confirm general compliance with contract documents.
 - i. assume 2 trips per month @ 10 hrs per trip month for 12 months.
 - e. Prepare a monthly construction status report, to be submitted along with monthly invoice for Construction Phase Services.
 - f. Prepare Construction Change Orders, as required.
 - g. Issue Certificate of Substantial Completion.
2. Construction Inspection
 - a. Conduct daily construction inspections.
 - b. Oversee testing Operations with Contractor and BWU Inspectors.
 - c. Issue daily construction reports.
 - d. Conduct weekly on-site progress meetings.
 - e. Monthly Status Meetings.
 - f. Monthly Contractor Pay Application Processing.
 - g. Perform a final inspection and prepare a final punch list for Contractor's completion.
3. Project Closeout Services shall include:
 - a. Prepare project Record Drawings (As-Built), per BWU Specifications.
 - b. Prepare GIS shapefiles and csv files.
 - c. Prepare construction completion documentation.
 - d. Review and recommend Contractor's final pay request.
 - e. Conduct Final Construction inspection.
 - f. Monitor Commissioning services.
 - g. Verify completeness and satisfaction with Property Owners.
 - h. Issue Certificate of Final Completion.

Special Services for "Construction Phase Services" include:

1. Survey Control Setup

SCHEDULE AND FEE will be provided at time of amendment to the Contract.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HALFF ENGINEERING, IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED TWENTY-EIGHT THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS AND SIXTY-FIVE CENTS (\$828,569.65); AMENDING THE 2024 BUDGET TO APPROPRIATE THE SAME INTO ACCOUNT #503020-47320, IMPROVEMENTS OTHER – WATER IMPROVEMENTS; AND FOR OTHER PURPOSES.

WHEREAS, request to enter into a professional services agreement with Halff Engineering to preform the design services for the utility adjustments required and related to ARDOT Project 090646 (Hwy 102 Widening);

WHEREAS, the City of Bentonville selected this firm following the City’s standard RFQ solicitation and selection process for the procurement of professional services in accordance with state law; and

WHEREAS, a budget adjustment is needed for 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 Halff Engineering, in an amount not to exceed eight hundred twenty-eight thousand five hundred sixty-nine dollars and sixty-five cents (\$828,569.65), for professional services associated with ARDOT Project 090646 (Hwy 102 Widening);

Section 2: The 2024 Budget is adjusted to appropriate eight hundred twenty-eight thousand five hundred sixty-nine dollars and sixty-five cents (\$828,569.65) from Utility fund, into Account #503020-47320, Improvements Other – Water Improvements, to fund said agreement;

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:	9/24/2024	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:	Ordinance to waive competitive bidding to purchase 3ph transformers from AECl, Unit Prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Award is based on the low responsive quote per line item, for estimated totals: AECl in the estimated amount of \$157,262.00 plus applicable taxes. Approved by Utility Board 3-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	In the event material prices increase, resulting in a potential cost increase for a transformer, AECl will submit an escalation request for review by the City of Bentonville Electric Utility Director. This measure is not intended to allow any increase in AECl's profit margin, but is solely intended to allow recovery for actual cost increases directly related to increased material cost for the quoted items.
Amount for Approval:	\$ 157,262.00

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

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO
ENTER INTO AN AGREEMENT WITH AECl FOR THE PURCHASE OF
CERTAIN TRANSFORMERS IN THE AMOUNT OF ONE HUNDRED FIFTY-
SEVEN THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS (\$157,262.00),
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 three phase transformers in order to provide services to citizens and developments;

WHEREAS, due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids; 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 for the purchase of three phase transformers from AECl in the amount of one hundred fifty-seven thousand two hundred sixty-two dollars (\$157,262.00), 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 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 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:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk