

1. Agenda

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[APRIL 28, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[APRIL 28, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Tuesday, April 28, 2015 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, April 28, 2015 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: April 14, 2015**

AGENDA

1. Presentation of Change Maker Awards to recognize businesses that have had a positive impact on the implementation of the North Walton Boulevard Corridor Enhancement Plan. **(Pages 4-5)**
2. Planning:
 - 2a. **Richard and Sharon Baker: Lot Split, Lots 1 and 2 of RSB Subdivision, 5578 Southwest Adams Road, Zoned A-1.** **(Pages 7-10)**
The planning commission voted 6-0 recommending approval.

The applicant is proposing a lot split that will create two lots that will be known as Lot 1 (11.58 acres) and Lot 2 (2.08 acres) of RSB subdivision. The lot split shows the dedication of right-of-way along Southwest Adams Road per the master street plan and the dedication of a 20 feet utility easement. Both water and sewer services are available to these lots.
 - 2b. **IDGAS, LLC: Property Line Adjustment, Lot 36 of Oakbrooke Subdivision Ph. II, Zoned R-1, Single Family Residential.** **(Pages 11-14)**
The planning commission voted 6-0 recommending approval.

The applicant is proposing a property line adjustment that will remove the common lot line between existing lots 8 & 9 to create one lot that will be known as Lot 36 (1.97 acres) of Oakbrooke Subdivision Phase II. The property line adjustment also shows the vacation of an existing 25 feet access easement along the common lot line that is being removed and relocating the access easement to the eastern and southern property lines of the new lot 36. Both water and sewer services are available to the property.

2c. **Street Light Standards Amendment - Ordinance.**

(Pages 15-19)

Approved 6-0.

3. Public hearing and ordinance vacating a utility easement located in Lot 1 Stuckey Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 20-23)**
4. A resolution setting a public hearing for a public access easement at 7 Stonehenge Drive requested by Jennifer and Richard Apolskis. **(Pages 24-27)**
5. A resolution setting a public hearing for May 12, 2015 for a public access easement vacation located in Lots 8 and 9 Oakbrooke Subdivision Phase II. **(Pages 28-30)**
6. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-Shipley Engineers, Inc. to provide services to prepare a Construction Safety and Phasing Plan and prepare FAA grant application and close-out documents for the Bentonville Municipal Airport Obstruction Removal Project in an amount not to exceed \$13,750.00. Services shall be in accordance with provisions of the Master Agreement executed April 12, 2011. This contract will be funded by an FAA AIP Grant and is subject to said FAA Grant award. **(Pages 31-34)**
7. Appoint Brian Baldwin to complete an unexpired term of the Airport Advisory Board. This term will expire on September 27, 2015. **(Pages 35-36)**
8. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Sand Creek Engineers, Inc. for Design, Bid Administration and Construction Observation for the Elm Tree Road/72 Intersection Improvements Project for 12% of construction cost plus reimbursables for an estimated cost of \$90,000.00 (figured off a preliminary construction cost estimate of \$750,000.00). **(Pages 37-47)**
9. Informational for Mayor and City Council - Attached is the Overlay List for 2015 with projected costs and vicinity maps of those locations. **(Pages 48-56)**
10. Budget adjustment in the amount of \$2,842.01 to be used to repair a 2009 Chevy Impala, unit # 2010-80 that was damaged on 2-27-15 (MVA # 2015-7422). The damage was the result of one of two weather related accidents in which two other drivers lost control, moments apart from one another, and hit our vehicle. The budget adjustment amount is sourced from the Auto Club Insurance settlement related to the accident. The other accident damage related to this vehicle was paid directly to the repair shop. **(Pages 57-58)**

11. Budget adjustment in the amount of \$2,038.99 to be used to repair a 2010 Crown Vic, unit # 2010-84 that was damaged while parked and unoccupied on 3-29-15 (MVA # 2015-10766). The damage was caused by a reckless driver that was subsequently arrested. The budget adjustment amount is sourced from the Equity Insurance settlement related to the accident. **(Pages 59-60)**
12. Request that the City Council declare certain items as being surplus, specifically approximately 22 in car camera systems. Many of these systems are incomplete and some parts are not operational. These cameras systems were manufactured in 2005 by Kustom Signals Inc. and are currently being phased out by the Bentonville Police Department and replaced by a Panasonic product. Transferring these cameras to a smaller law enforcement agency that method of disposing of these law enforcement specific items. The Diamond City Arkansas Police Department has expressed an interest in these cameras and could use them to implement an in car camera system for their agency. **(Pages 61-62)**
13. Staff requests Council approval of Change Order No. 1 for Forsgren, Inc. for a total increase of \$18,540.00 and increase of 7 days contract time for the South Lift Station Renovation and Force Main Project. This will increase the construction cost of the project from \$2,178,210.47 to \$2,196,750.47. This project is funded with sewer capacity fees. **(Pages 63-65)**
14. Recommend Mayor and City Council enter into an agreement with Altec for the purchase of a telescoping (aerial trucks) for the City of Bentonville Electric Department in the amount of \$98,033.00 and waiving the requirement of competitive bidding. **(Pages 66-81)**
15. Recommend the Mayor and City Council award bid #15-23 for 1/0 underground wire to the Stuart Irby Company in the amount of \$117,757.50. **(Pages 82-84)**



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
X	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2014

Submitted by: Troy Galloway

Department: Planning

Phone: 271-3126

ACTION REQUIRED:

Presentation of Change Maker Awards to recognize businesses that have had a positive impact on the implementation of the North Walton Boulevard Corridor Enhancement Plan.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head: SK 4/20/15

Date

Purchasing Agent: _____ Date

Finance Director: ML 4/24/15

Date

Staff Attorney: CT 4/21/15

Date

Mayor: PAM 4/22/15

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO

To: City Council
From: Troy Galloway, AICP, Community & Economic Development Director
Date: April 20, 2015
RE: Change Maker Award

An informational item to recognize businesses that have had a positive impact on the implementation of the North Walton Boulevard Corridor Enhancement Plan.

The Change Maker Award is a recognition program for properties, businesses, organizations and individuals that have contributed to the successful implementation of recent area plans, including the North Walton Boulevard Corridor Enhancement Plan and the SE Downtown Area Plan that includes the Arts District and Market District.



Property owners, business owners and organizations can be nominated for the award in any of the five categories:

1. **New Construction:** Construction of any new commercial, multifamily or mixed use development.
2. **Major Upgrade:** Major structural renovations and additions.
3. **Minor Upgrade:** New landscaping, signage, or paint.
4. **New Business:** A business that chose to locate on North Walton Blvd.
5. **Business Expansion:** Efforts to grow a business by adding new employees, or new or expanded marketing efforts.

Award recipients will be presented with a certificate of recognition at a regularly scheduled City Council meeting and receive a yard sign showing that they are a local *Change Maker*.

Details about the program will be on the city website and nominations can be made by submitting a Nomination Form to the Mayor's office.

Congratulations go to the first round of award winners for North Walton Boulevard:

Arby's	Harp's
Bentonville Church of Christ	KFC
Braum's	Las Palmas
Bob Morey Auto Body	Maxwell-Hinman House
Habitat for Humanity of Benton County	Walmart Logistics and Transportation

**City Council
Agenda
April 28, 2015**

Richard and Sharon Baker: Lot Split, Lots 1 and 2 of RSB Subdivision, 5578 Southwest Adams Road, Zoned A-1.

The planning commission voted 6-0 recommending approval.

The applicant is proposing a lot split that will create two lots that will be known as Lot 1 (11.58 acres) and Lot 2 (2.08 acres) of RSB subdivision. The lot split shows the dedication of right-of-way along Southwest Adams Road per the master street plan and the dedication of a 20 feet utility easement. Both water and sewer services are available to these lots.

IDGAS, LLC: Property Line Adjustment, Lot 36 of Oakbrooke Subdivision Ph. II, Zoned R-1, Single Family Residential.

The planning commission voted 6-0 recommending approval.

The applicant is proposing a property line adjustment that will remove the common lot line between existing lots 8 & 9 to create one lot that will be known as Lot 36 (1.97 acres) of Oakbrooke Subdivision Phase II. The property line adjustment also shows the vacation of an existing 25 feet access easement along the common lot line that is being removed and relocating the access easement to the eastern and southern property lines of the new lot 36. Both water and sewer services are available to the property.

Street Light Standards Amendment-Ordinance

Approved 6-0

Planning Commission Staff Report
Lot Split: Lots 1 and 2 of RSB Subdivision

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: April 21, 2015

GENERAL INFORMATION:

Project Number: 15-05000012

Applicant: Richard and Sharon Baker

Representative: James Koenigseder

Requested Action: Lot Split Approval

Location: 5578 Southwest Adams Road

Existing Zoning: A-1, Agricultural

Land Use Plan: Agriculture

BACKGROUND:

The applicant is proposing a lot split that will create two lots that will be known as Lot 1 (11.58 acres) and Lot 2 (2.08 acres) of RSB subdivision. The lot split shows the dedication of right-of-way along Southwest Adams Road per the master street plan and the dedication of a 20 feet utility easement. Both water and sewer services are available to these lots.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	A-1, Agricultural	Agriculture
South	R-1, Single Family Residential	Low Density Residential
East	A-1, Agricultural	Agriculture
West	A-1, Agricultural	Agriculture

STREETS

Direction	Name	Classification
North	-	-
South	-	-
East	Southwest Adams Road	Collector
West	-	-

TRAFFIC FINDINGS

- (a) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (b) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of a single family home in a rural area.

Drainage Report: A drainage report is not required for this lot split.

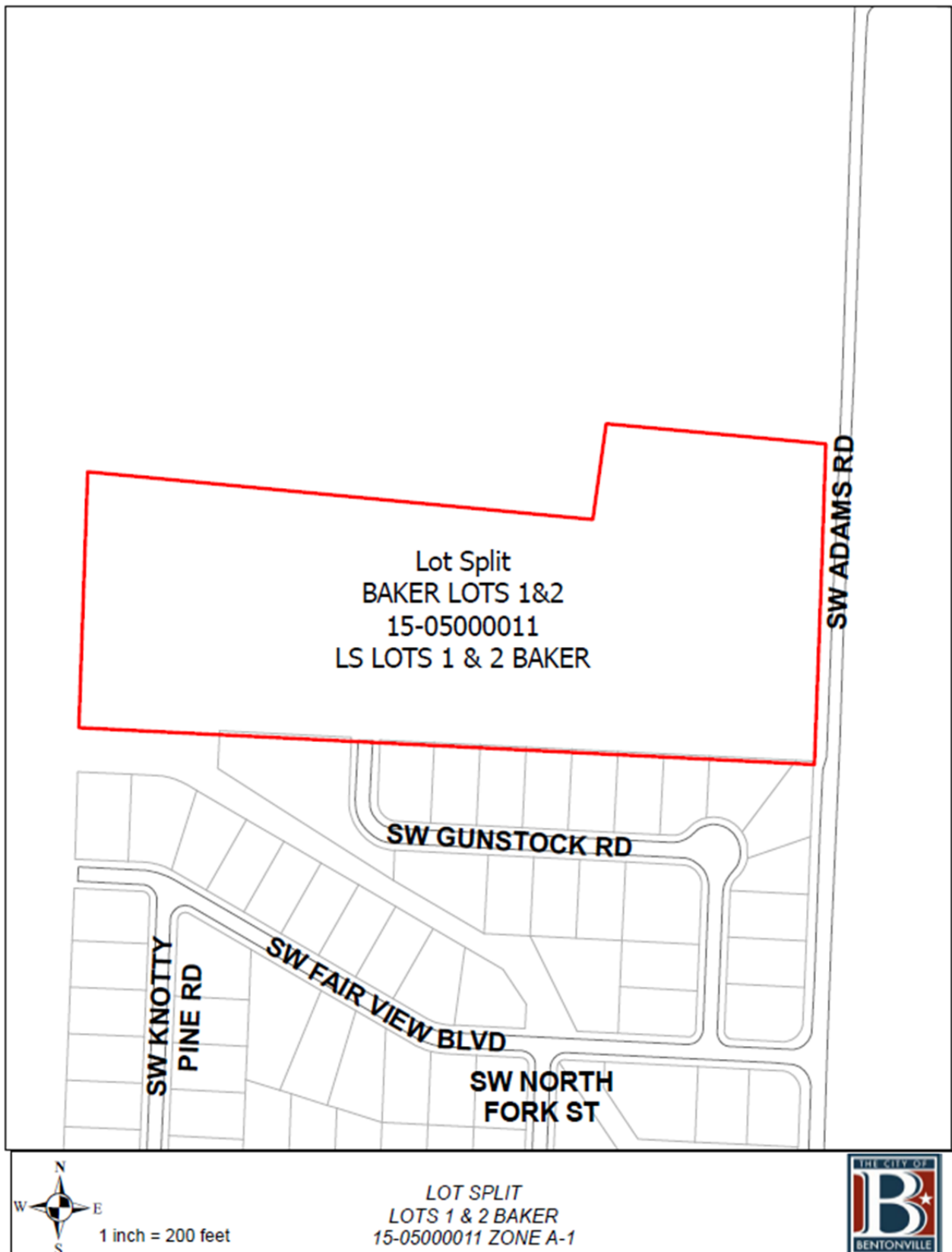
Water / Sewer: Per the G.I.S. site, water and sewer are available at this location.

Waiver(s): N/A

Analysis / Conclusion: This lot split **DOES** meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends **APPROVAL**.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 AND 2 OF RSB SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1 and 2 of RSB Subdivision, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of April, 2015 and

WHEREAS, said lot split is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville, and after consideration and deliberation said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lots 1 and 2 of RSB Subdivision, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR

Planning Commission Staff Report
Property Line Adjustment: Lot 36 of Oakbrooke Subdivision PH II

TO: Bentonville Planning Commission Members
THRU: Troy Galloway, AICP, Community Development Director
FROM: Beau Thompson, Planner
PC DATE: April 21, 2015

GENERAL INFORMATION:

Project Number: 15-07000006

Applicant: IDGAS, LLC

Representative: Kellye Hamblen

Requested Action: Property Line Adjustment

Location: Northeast Oakbrooke Cove

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

BACKGROUND:

The applicant is proposing a property line adjustment that will remove the common lot line between existing lots 8 & 9 to create one lot that will be known as Lot 36 (1.97 acres) of Oakbrooke Subdivision Phase II. The property line adjustment also shows the vacation of an existing 25 feet access easement along the common lot line that is being removed and relocating the access easement to the eastern and southern property lines of the new lot 36. Both water and sewer services are available to the property.

SURROUNDING LAND USES AND ZONING:

Direction	Zoning	Land Use
North	R-1, Single Family Residential	Low Density Residential
South	R-1, Single Family Residential	Low Density Residential
East	R-1, Single Family Residential	Low Density Residential
West	R-1, Single Family Residential	Low Density Residential

STREETS

Direction	Name	Classification
North	Northeast Oakview Cove	Local
South	-	-
East	-	-
West	-	-

TRAFFIC FINDINGS

- (c) Traffic data for the nearest intersections are as follows: No traffic data exists for this location.
- (d) Traffic summary software predicts the additional traffic for this project is: N/A.

STANDARD CONDITIONS OF APPROVAL

1. A digital copy of the plat.
2. All technical review comments must be addressed before building permits will be issued.

ISSUES / ANALYSIS:

Site Inspection: A site inspection was completed; this is the location of a of a vacant lot within a single family subdivision.

Drainage Report: A drainage report is not required for this property line adjustment.

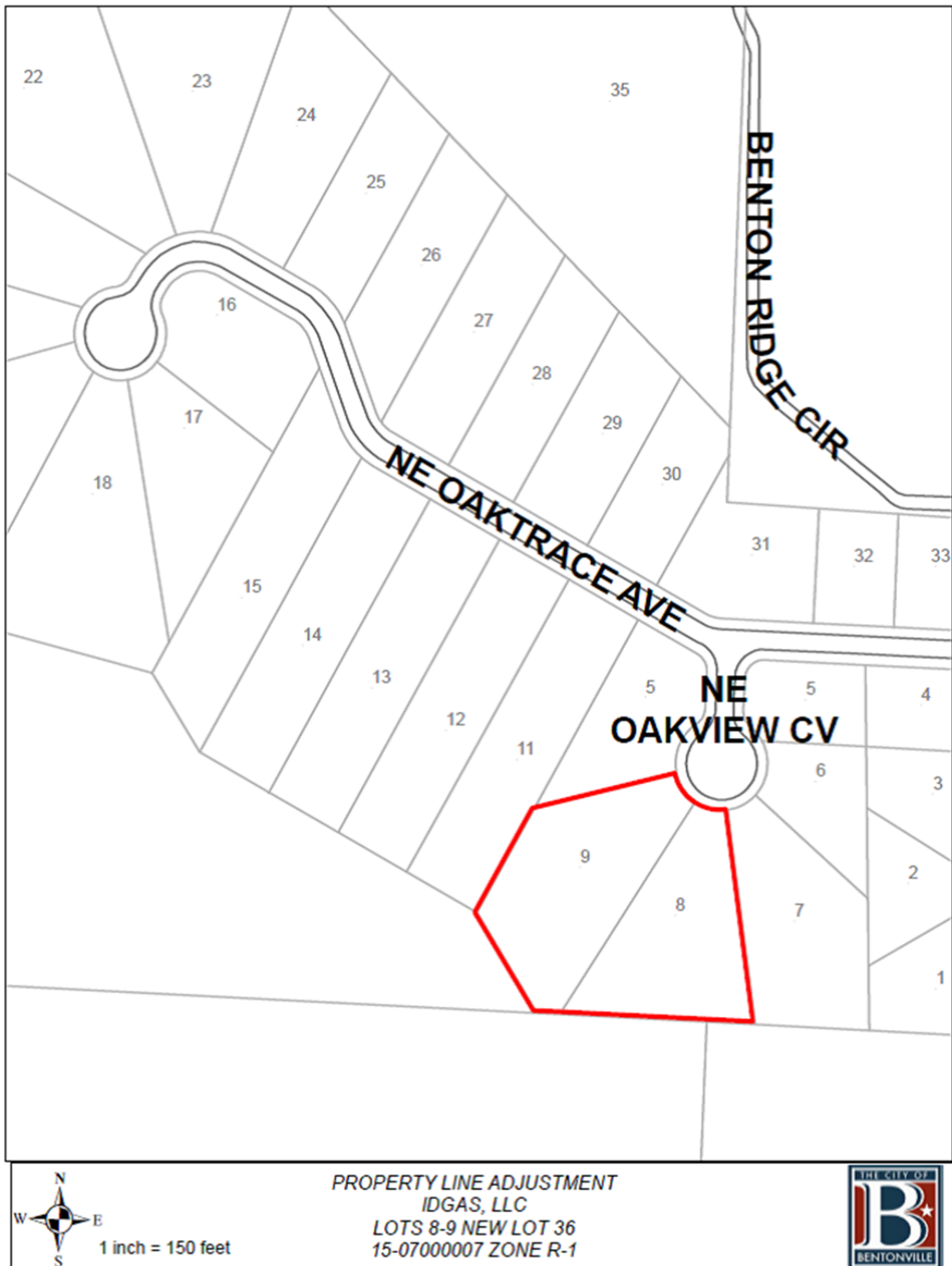
Water / Sewer: Per the G.I.S. site, water and sewer are available at this location.

Waiver(s): N/A

Analysis / Conclusion: This lot split **DOES** meet the minimum requirements of the subdivision regulations.

RECOMMENDATION:

Staff has reviewed this application and recommends **APPROVAL**.



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 36 OAKBROOKE SUBDIVISION PH II TO THE CITY OF BENTONVILLE, ARKANSAS.

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 36 of Oakbrooke Subdivision Ph. II, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of April, 2015 and

WHEREAS, said property line adjustment is attached hereto as Exhibit "A" and

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council of the City of Bentonville, and after consideration and deliberation said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of Lot 36 of Oakbrooke Subdivision Ph. II, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015

ATTEST

APPROVED

CITY CLERK

MAYOR

M E M O R A N D U M

DATE: April 28, 2015

TO: Planning Commission, City Council, Mayor McCaslin

FROM: Travis Matlock, Engineering Director

RE: Subdivision Code Revision – Article 1100,
Section H & I – Lighting standards

The City of Bentonville Electric Department recommends revising the residential/commercial lighting standards in order to clear up some ambiguity with the requirements on when/where the City of Bentonville standard light is placed.

Under Section "H" and "I", the existing Subdivision Code allows for two options, a "standard" option and an "upgraded" option. The City Of Bentonville no longer offers two options. Any new subdivision (residential or commercial) or LSD is required to install the decorative, Holophane light unless there are existing overhead power lines that would interfere with the placement of the light.

Also, under Section "I" – Commercial Street Lights, the existing Subdivision Code does not address Large Scale Developments or public street extensions. It only states "commercial subdivision". The revision addresses the possible types of developments that could occur in the City Of Bentonville.

This revision articulates the current practice within the City Of Bentonville concerning any new residential/commercial development or expansion of an existing development.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 15,
SUBDIVISION CODE TO REVISE STREET LIGHT
STANDARDS FOR RESIDENTIAL SUBDIVISIONS,
COMMERCIAL SUBDIVISIONS,
AND LARGE SCALE DEVELOPMENTS**

WHEREAS, it is necessary for the City to rationally and reasonably furnish lighting fixtures in commercial subdivisions, residential subdivisions, and large scale developments; and,

WHEREAS, it is economical to have an inventory of street light luminaires and poles that are compatible to reduce maintenance costs; and,

WHEREAS, the City of Bentonville desires to protect the health, safety and welfare of the general public and to protect the night sky that adds to the quality of life of the City;

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

Section 1: That Ordinance No. 2004-15 and Ordinance No. 2004-201 are herein repealed.

Section 2: That the Bentonville Municipal Code, Chapter 15, Subdivision Code, Article 1100 Design Standards, Sec. 1100.5 (H) Residential Street Lights, be deleted and replaced with the following:

H. Residential Street Lights.

1. Public Streets. *Developers of all new residential subdivisions with public streets shall install standard decorative street lighting along all public streets.*

a. Description. *The residential decorative street lights are 100 Watt, High Pressure Sodium acorn style fixtures installed on a cast iron/steel pole that meets the IESNA definition of a "cutoff" fixture. The decorative street light is serviced by underground power lines. Specifications for residential street light luminaires and poles, as amended, are on file at the BEUD.*

b. Developer Responsibility. *The developer shall contribute the cost of the residential street light and pole; provide the surface mount foundation and anchor system; and provide the 2" conduit raceway, as specified by the Bentonville Electric Utilities Department (BEUD).*

c. City Responsibility. The City shall pull wire in the provided 2" conduit raceway, install luminaires and poles in conjunction with installation of the electric infrastructure for the subdivision. The City shall provide electrical power services and maintain street lights at no cost to the developer or property owners association.

d. Note. The cost and availability of luminaires and poles are subject to change from year to year

2. Private streets. The developer of new commercial subdivisions that have private streets shall have the option of installing street light fixtures as described in H(1)(a) and installing a metering pedestal, per a BEUD approved design, or setting up a rent light service through Utility Billing. The developer and/or property owners association shall be responsible for the cost of the electrical power service. The City shall preform all maintenance on any metered light or rent light (but not the meter pedestal). If neither of these options is selected, the developer and/or property owners association shall be responsible for the cost of the electrical power service and ongoing maintenance and upkeep of the fixtures installed in the development. The City will bear no responsibility for any lights installed by the developer and/or property owners association.

3. Gas street light fixtures. Gas operated residential street light fixtures are prohibited in the City Of Bentonville.

4. Existing non-standard street light fixtures. Non-standard street light fixtures existing prior to adoption of this Ordinance may continue. If the non-standard street light is damaged, two options are available:

a. Repair. To use the same fixture, the homeowner's association shall provide the replacement parts to the City and the City shall repair the fixture at no charge.

b. Replacement. When a property owner's association does not provide the replacement parts, the City shall remove the existing fixture and replace it with a street light fixture that is available in existing inventory.

5. Location and placement. BEUD shall provide the location and placement of all types of street light fixtures.

Section 3: That the Bentonville Municipal Code, Chapter 15, Subdivision Code, Article 1100 Design Standards, Sec. 1100.5 be deleted and replaced with the following:

I. Commercial Street Lights.

1. Public Streets. Developers of all new commercial subdivisions that contain public streets within the development or Large Scale Developments (LSD) that front a public street or public street extensions shall place commercial street lights at the location designated by Bentonville Electric Utility Department (BEUD), unless location of Overhead Wires create an unsafe condition.

a. Standard Commercial Street Light

i. Description. The commercial street lights are 250 Watt, High Pressure Sodium acorn style fixtures installed on a cast iron/steel pole that meets the IESNA definition of a "cutoff" fixture. The commercial street light is serviced by underground power lines. Specifications for commercial street light luminaires and poles, as amended, are on file at the BEUD.

ii. Developer Responsibility. The developer shall contribute the cost of the commercial street light and pole; provide the surface mount foundation and anchor system; and provide the 2" conduit raceway, as specified by the BEUD.

iii. City Responsibility. The City shall pull wire in the provided 2" conduit raceway, install luminaires and poles in conjunction with installation of the electric infrastructure for the subdivision or LSD. The City shall provide electrical power services and maintain street lights at no cost to the developer or property owners association.

iv. Note. The cost and availability of luminaires and poles are subject to change from year to year

b. Commercial Street Light Option near Overhead (OH) Electric

i. Description. The commercial street light is a 400 Watt, High Pressure Sodium Cobra head style installed on an existing wood pole. The commercial street light is serviced by overhead power lines and shall not be installed in developments where all utilities are located underground.

ii. Developer Responsibility. The developer shall bear no responsibility for this street light option.

iii. **City Responsibility.** The City shall contribute all costs and installation of the commercial street light fixture. The City shall provide electrical power service and maintain the commercial street light fixture at no cost to the developer or property owners association.

iv. **Note.** The option of placing the commercial street light on an existing wood pole will lie solely within BEUD's discretion once the overall safety is analyzed.

2. Private streets. The developer of new commercial subdivisions that have private streets shall have the option of installing street light fixtures as described in I(1)(a)(i) and installing a metering pedestal, per a BEUD approved design, or setting up a rent light service through Utility Billing. The developer and/or property owners association shall be responsible for the cost of the electrical power service. The City shall preform all maintenance on any metered light or rent light (but not the meter pedestal). If neither of these options is selected, the developer and/or property owners association shall be responsible for the cost of the electrical power service and ongoing maintenance and upkeep of the fixtures installed in the development. The City will bear no responsibility for any lights installed by the developer and/or property owners association.

3. Gas street light fixtures. Gas operated commercial street light fixtures are prohibited in the City Of Bentonville.

4. Location and placement. BEUD shall provide the location and placement of all types of street light fixtures.

Section 4: This ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this ____ day of ____, 2015.

APPROVED:

Mayor Bob McCaslin

ATTEST:

City Clerk



CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Ben Peters

Department: Engineering

Phone: 271-3166

ACTION REQUIRED:

An ordinance vacating a utility easement located in Lot 1 Stuckey Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

4-17-15
Date

Staff Attorney

CT
4/21/15
Date

Purchasing Agent

Date

Mayor

BMV
4/22/15
Date

Finance Director

RL
4/21/15
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED IN LOT 1 STUCKEY SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Karen and Andy Stuckey, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 20 ft. easement located along the west line of Lot 1 Stuckey Subdivision, Bentonville, Arkansas, Benton County, Arkansas. Filed in Book 2014 Page 507.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

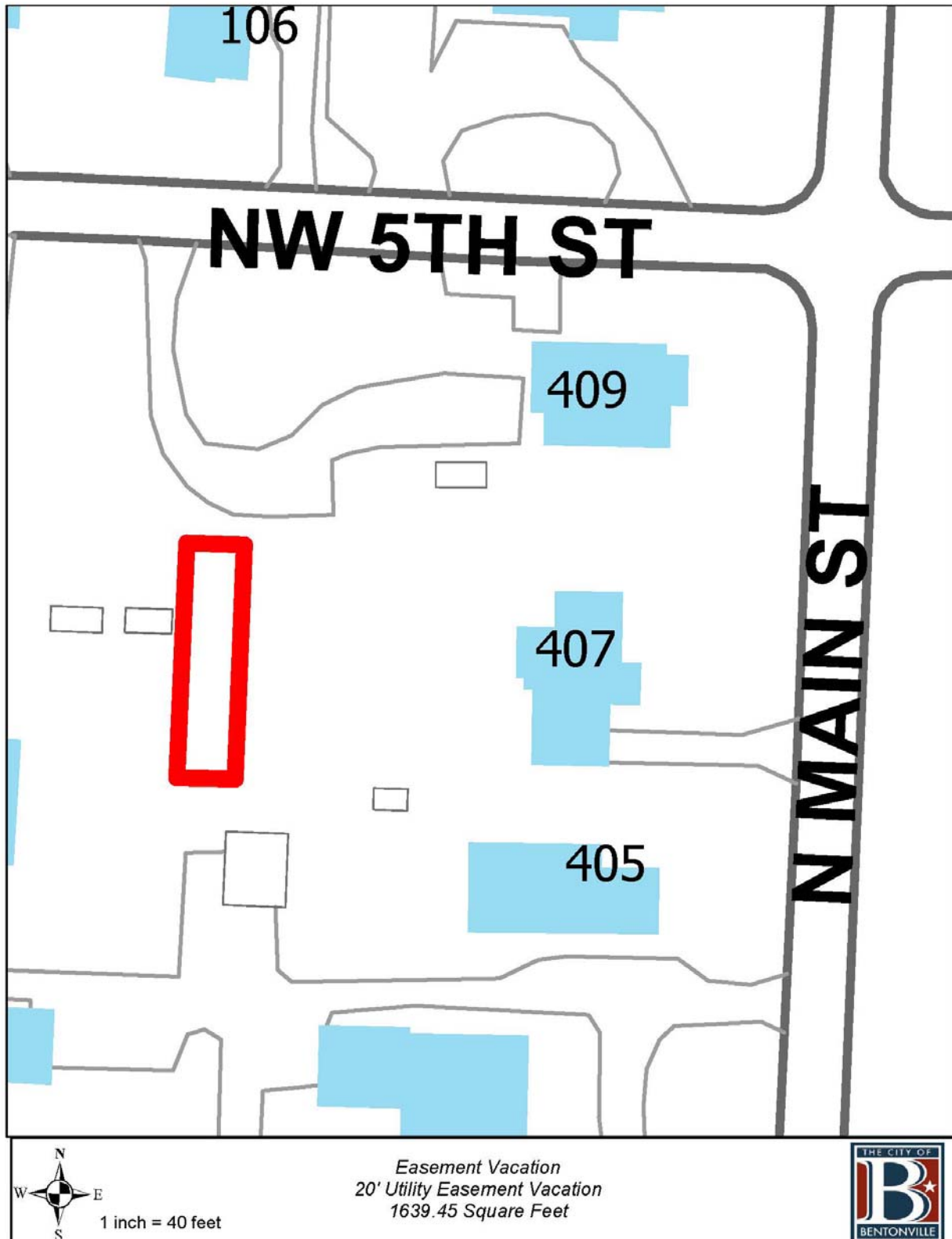
A 20 ft. easement located along the west line of Lot 1 Stuckey Subdivision, Bentonville, Arkansas, Benton County, Arkansas. Filed in Book 2014 Page 507.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2015, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

**LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas**

**BOB MCCASLIN, Mayor
City of Bentonville, Arkansas**





CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Ben Peters

Department: Engineering

Phone: 271-3166

ACTION REQUIRED:

An resolution settling a public hearing for a public access easement at 7 Stonehenge Drive requested by Jennifer and Richard Apolskis.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		-
Remaining After Adjustment	\$	-

Department Head

4-17-15
Date

Purchasing Agent

Date

Finance Director

7-21-13
Date

Staff Attorney

CT
4-21-15
Date

Mayor

ROM-
4-22-15
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Richard and Jennifer Apolskis, requesting a public access easement vacation within the City of Bentonville, Arkansas be vacated, which said public access easement is described as follows:

Part of the N1/2, SE1/4, NE1/4, of Section 24, Township 20 North, Range 31 West of the 5th Principal Meridian, City of Bentonville, Benton County, Arkansas, being more particularly described as follows:

Commencing at the Northeast Corner of said Section 24, being a State Monument; thence along the East line of said Section 24 S02°28'49"W 1886.14 feet to the Stonehenge Drive South Right-of-Way line, thence leaving said East line and continuing West along the Stonehenge Drive South Right-of-Way line the following: N87°43'57"W 13.89 feet, thence along a curve to the right having a radius of 205.77 feet and an arc length of 125.21 feet (CH=N72°10'21"W, CL=123.28'), and N56°32'05"W 194.16 feet, thence leaving said Right-of-Way line and running S17°28'27"W 67.03 feet to the point of beginning, thence S17°28'27"W 102.59 feet; thence N74°26'45"W 20.01 feet; thence N17°28'27"E 98.79 feet; and thence S85°06'46"E 20.49 feet to the point of beginning, containing 2013.81 sq ft, more or less, subject to all easements, Rights-of-Way, and Covenants of Record.

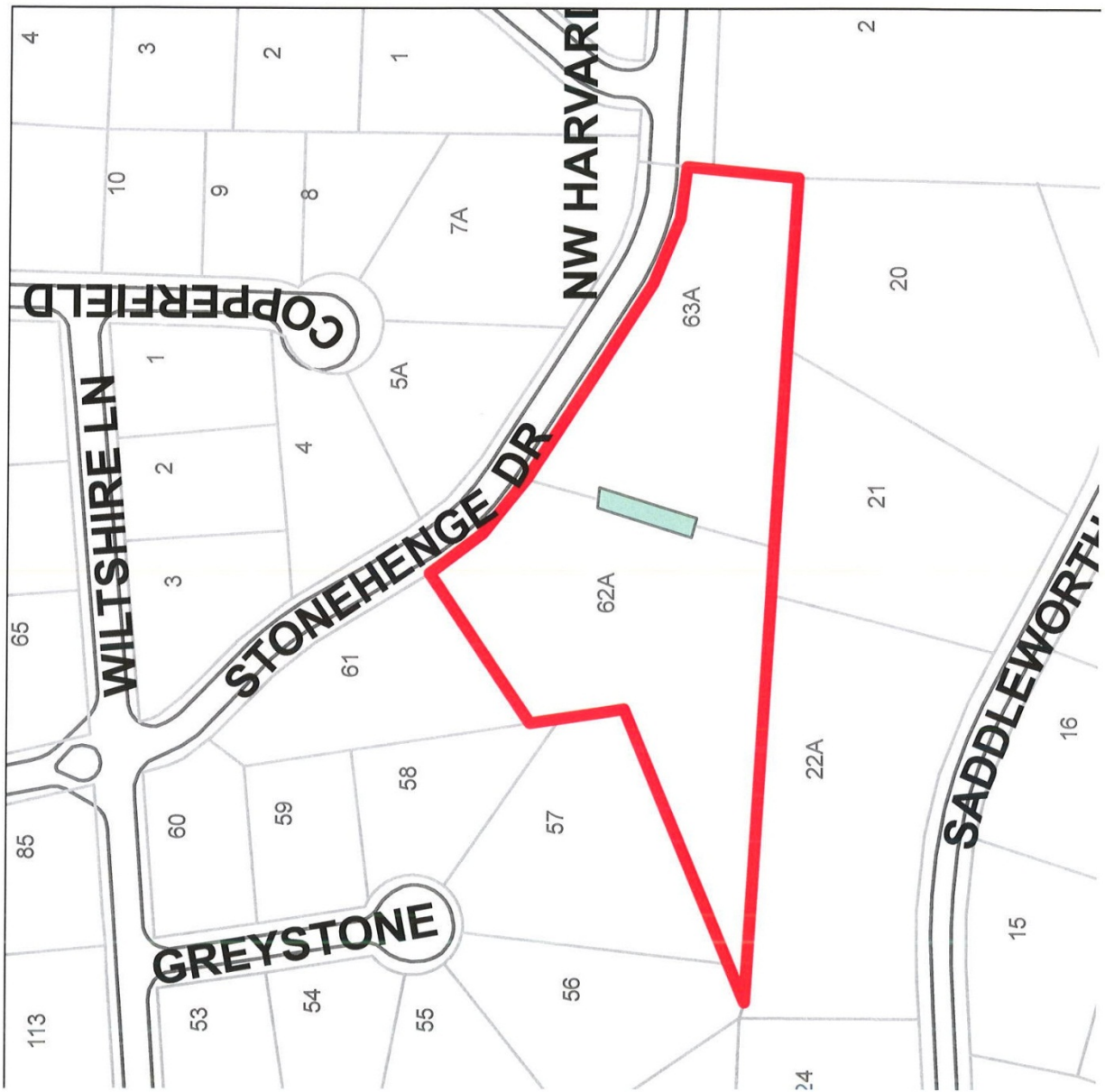
WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate a public access easement at the above described property is set for hearing on May 12, 2015 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2015 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas





CHECK ALL THAT APPLY		
Bid Award	Bid #	
Budget Adjustment		
Change Order		
Informational		
Ordinance		
Resolution		
Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Ben Peters

Department: Engineering

Phone: 271-3166

ACTION REQUIRED:

A resolution setting a public hearing for May 12, 2015 for a public access easement vacation located in Lots 8 and 9 Oakbrooke Subdivision Phase II.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head: [Signature] Date: 4-20-15

Purchasing Agent: [Signature] Date: [Blank]

Finance Director: [Signature] Date: 4-21-15

Staff Attorney: CT Date: 4/21/15

Mayor: [Signature] Date: 4.22.15

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by IDGAS, LLC, requesting a public access easement vacation within the City of Bentonville, Arkansas be vacated, which said public access easement is described as follows:

A part of the Northeast Quarter (NE ¼) of the Southeast Quarter (SE ¼) of Section 21, Township 20 North, Range 30 West being more particularly described as follows: Commencing at the Southeast corner of said Northeast Quarter of the Southeast quarter of Section 21, Township 20 North, Range 30 West; thence North 87°09'27" West 191.43 feet to a found iron pin; thence North 33°07'25" West 28.95 feet to the Point of Beginning; thence North 87°09'27" West 14.47 feet; thence North 33°07'25" East 299.47 feet to the right-of-way of East Oakview Cove; thence along said right-of-way beginning a curve to the right said curve having a Radius of 60.00 feet, Length of 12.64 feet, and a Chord Bearing and Distance of South 49°05'15" East 12.61 feet to a found iron pin; thence continuing along said right-of-way a curve to the right said curve having a Radius of 60.00 feet, Length of 12.55 feet, and a Chord Bearing and Distance of South 61°06'45" East 12.53 feet; thence leaving said right-of-way South 33°07'25" West 285.78 feet; thence North 87°09'27" West 14.47 feet to the Point of Beginning.

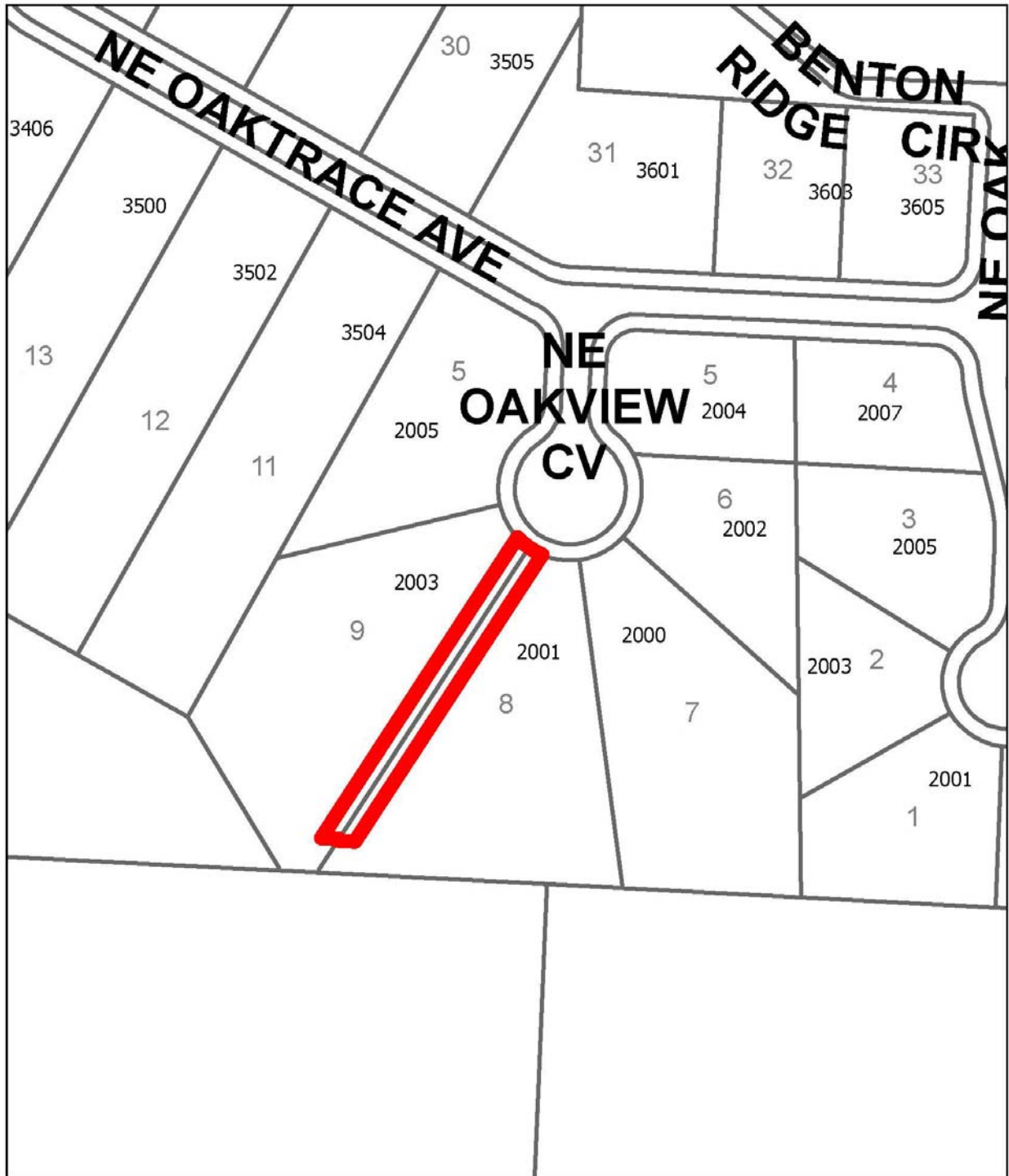
WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close and vacate a public access easement at the above described property is set for hearing on May 12, 2015 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2015 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas





1 inch = 100 feet

Access Easement Vacation
7290.54 Square Feet
2001 NE Oakview Cove





CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Ben Peters

Department: Engineering

Phone: 271-3166

ACTION REQUIRED:

Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-Shiely Engineers, Inc. to provide services to prepare a Construction Safety and Phasing Plan and prepare FAA grant application and closeout documents for the Bentonville Municipal Airport Obstruction Removal Project in an amount not to exceed \$13,750.00. Services shall be in accordance with provisions of the Master Agreement executed April 12, 2011. This contract will be funded by an FAA AIP Grant and is subject to said FAA Grant award. See attached memo for details.

COST TO CITY:

Cost of this Request: \$13,750

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 150,000
Funds Expended to Date	-
Remaining Budget	150,000
Budget Adjustment	-
Remaining After Adjustment	\$ 150,000

Department Head

Date

4-20-15

Purchasing Agent

Date

Finance Director

Date

4-21-15

Staff Attorney

Date

Mayor

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: Ben Peters *BP*
CC:
Date: April 20, 2015
Re: Contract for Engineering Services for Obstruction Removal Project

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-Shipley Engineers, Inc. for engineering services associated with a Obstruction Removal Project for the Bentonville Municipal Airport in an amount not to exceed \$13,750.00. The threshold for runway 36 is currently displaced by 345' from the end of pavement. In order to relocate the threshold to the end of pavement and gain the full use of the existing pavement, certain obstructions (power poles) must be removed. This project will be funded with a 90% FAA AIP Grant. In addition, once the project is complete, the City will apply to the Arkansas Department of Aeronautics for a 10% AIP Matching Grant to cover the remaining costs. This contract is subject to the final offer and award of the FAA grant which will be presented to Council as soon as it is officially offered. The FAA requires Council to approve the consultant contract prior to processing the application. No money will be expended on this contract until the grant has been offered and accepted by City Council. At the time of the grant offer/award, staff will also present a budget adjustment for the revenue and expenses associated with this contract.

The engineering services will be governed by the Master Agreement with Morrison-Shipley Engineers, Inc. executed April 12, 2011.

Staff has reviewed this project with the FAA and the Arkansas Department of Aeronautics.

Thank you for your consideration of this request

APPENDIX 1
MASTER AGREEMENT
TASK ORDER

TASK ORDER NO. 10	
CLIENT	
NAME:	City of Bentonville
PROJECT NAME:	RWY 36 Obstruction Survey & CSPP
PROJECT NO.:	VBT-24

SERVICES PROVIDED SHALL BE IN ACCORDANCE WITH PROVISIONS OF MASTER AGREEMENT EXECUTED April 16, 2015.

1. SCOPE OF SERVICES & OTHER REQUIREMENTS Engineer to provide surveying services to determine the CL end of pavement location for RWY 36 and confirm coordinates and elevations of known approach obstructions for same RWY. Upon completion of the survey, Engineer will prepare a Construction Safety and Phasing Plan (CSPP), including an airspace permitting, in accordance with FAA standards for the removal of said obstructions. Additionally, Engineer will prepare FAA grant application and closeout documents for the project.	2. COST COMPONENTS <u>\$13,750.00 Lump Sum</u> See Attached Exhibit 1 for Cost Information.
3. DELIVERABLES Engineer to deliver to Client all items required in Engineer's contract with Client including, but not limited to, electronic CAD files, document files, and any other records or design files produced for the Project.	4. SCHEDULED MILESTONES Engineer will complete the obstruction survey and CSPP by May 15, 2015.
5. EXECUTION	

CITY OF BENTONVILLE
(CLIENT)

MORRISON-SHIPLEY ENGINEERS, INC.
(ENGINEER)

By: _____

Date _____

By: _____

4-16-15

Date _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MORRISON-SHIPLEY CONSULTING ENGINEERS FOR
ENGINEERING SERVICES FOR THE BENTONVILLE
MUNICIPAL AIRPORT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Morrison-Shipley Consulting Engineers for engineering services for the Bentonville Municipal Airport, including preparation of a Construction Safety and Phasing Plan and related FAA grant services, as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
X	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Ben Peters

Department: Engineering

Phone: 271-5993

ACTION REQUIRED:

Appoint Brian Baldwin to complete an unexpired term of the Airport Advisory Board. This term will expire on September 27, 2015.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

4-20-15
Date

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

4/22/15
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: Mayor Bob McCaslin
From: Ben Peters *BP*
CC:
Date: April 20, 2015
Re: Appointment to Airport Advisory Board

Mayor,

Pat Carroll resigned from the Airport Advisory Board effective April 17th, 2015 due to schedule conflicts which left a vacancy on the Advisory Board. Brian Baldwin has expressed interest in serving the unexpired term of this position. I recently followed up with him after Mr. Carroll's resignation. Mr. Baldwin is still very interested in serving with a passion to improve the airport. Mr. Baldwin attended the April 17th Advisory Board and the Board recommends appointing him to fill the unexpired term.

It is my recommendation to appoint Mr. Baldwin to serve Mr. Carroll's unexpired term which will run until September 27, 2015.

Thank you



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
X	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Sandcreek Engineers, Inc. for Design, Bid Administration, and Construction Observation for the Elm Tree Road/Hwy 72 Intersection Improvements Project for 12% of construction cost plus reimbursables for an estimated contract cost of \$90,000 (figured off of a preliminary construction cost estimate of \$750,000). See attached memo, budget adjustment form, and contract document.

COST TO CITY:

Cost of this Request: Estimated \$90,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	-
Remaining Budget	-
Budget Adjustment	90,000
Remaining After Adjustment	\$ 90,000

Department Head MC Date 4/10/2015

Purchasing Agent _____ Date _____

Finance Director MC Date 4-21-15

Staff Attorney CT Date 4/21/15

Mayor Porn Date 4/22/15

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



MEMORANDUM

Date: April 3, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Elm Tree/Hwy 72 Int Imp Design Contract w/Sandcreek Engineers, Inc.

This contract is for the design, bid administration and construction administration for an intersection improvements project at the intersection of Elm Tree Road and Hwy 72. In the current configuration, there are thru lanes and left turn lanes on 3 of the four legs of the intersection. As a result of this, we are required to split phase the north/south signals which creates added signal time thus longer delay times for other movements. With two schools located at this intersection, this is problematic throughout the day. This project will add a third lane on the south side of the intersection that will allow for a protective west bound left turn which currently does not exist. An extension of the south bound through lane on the north side of the intersection will also allow for an extended left turn lane going south bound.

This project will be funded by the AHTD ½ cent sales tax passed in 2013 of which we collect approximately \$700,000 per year from. This project was identified as a needed project by our 2014 City Wide Traffic Study and our committee chose this project as a good first project for use of the state turnback funds.

PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES

TO: City of Bentonville – Mike Churchwell
("Client")
316 S.W. "A" Street
Bentonville, AR 72712
479-271-3130 Phone
479-271-6807 Fax
mchurchwell@bentonvillear.com

FROM: Sand Creek Engineering and Landscape Architecture, Inc.
("Sand Creek Engineering")
1610 NW 12th Street
Bentonville, AR 72712
(479) 464-9282 Phone
(479) 464-9284 Fax

RE: Intersection Evaluation, Design
Recommendation and Construction
Documents for S.W. 2nd Street and
Elm Tree Road Intersection Improvements
Bentonville, Arkansas

PROJECT: # 15031

DATE: 04-01-15

DESCRIPTION OF PROJECT

The project consists of detailed survey and construction documents for the reconfiguration of the existing intersection. Following is a list of services to be provided as well as a list of the responsibilities of the Client.

BASIC SERVICES

- Preparation of Construction Plans and Improvements
 - Detailed survey for design purposes
 - Preparation of design documents for construction for widening and realignment
 - Grading and drainage design
 - Traffic signal redesign (Subcontracted)
 - Geotechnical investigation for design (Subcontracted)
 - Right-of-Way acquisition documents
 - Coordination of contract documents for bidding and construction
 - Construction inspection

FEE FOR SERVICES

The fee for requested services shall be billed as a percent complete of a lump sum contract based on 12.0% of the cost of construction. Initial billing will be based on conceptual engineering construction cost estimate. Final billings will be amended to reflect actual cost of construction based on accepted bid. Reimbursable expenses shall be billed as explained in this proposal. This fee schedule is based on the additional information included in this proposal being acceptable to the client. Any change to this information or request for services not covered in this proposal shall be billed accordingly.

RESPONSIBILITIES OF THE CLIENT

- Right-of Way acquisition

ADDITIONAL SERVICES

Additional services are those items that may be required for the development but are not included in the project scope of services. Fees for the additional services shall be billed on an hourly basis in accordance with the fee schedule listed herein. Additional services may include but are not limited to:

- Significant scope of work changes after the approved conceptual

FEE SCHEDULE

Additional services shall be performed in accordance with the rates and conditions contained in the fee schedule. Engineering services and costs are divided into two categories: Labor and Reimbursable Expenses.

- Labor

Fees for Labor are charged for all activity directly attributable to a Client's project. No charge is made for general office overhead, accounting or maintenance. Labor charges are billed by the following categories:

CATEGORY	RATE	CATEGORY	RATE
Owner/Principal	\$150.00	Construction Observation	\$80.00
Engineer	\$120.00	CAD Technician/Survey Field	\$70.00
Landscape Architect	\$120.00	Licensed Surveyor	\$110.00
Project Manager	\$100.00	Two Man Crew	\$135.00
Sr. Resource Manager	\$80.00	Clerical	\$60.00
Fax	\$0.15/Sheet	Mileage	\$0.56/Mile
8.5" x 11" Copies	\$0.15/Sheet	Field Survey Equipment	\$30.00/Hour
Reproducible Copies (24" x 36" Paper)	\$0.30/S.F.		

(Hourly rates are subject to changing one time annually and this contract will be subject to the new rates if the change occurs during the life of this project.)

• Reimbursable Expenses

Out-of-pocket materials and services will be billed at actual cost. Common items to which this rate would apply include, but are not limited to: printing and photographic work, delivery services, service laboratory testing, subsistence expenses, and survey crew supplies such as iron pipe, stakes, and paint. Vehicle mileage is billed at the rate of ~~\$0.56~~ per mile beginning from Engineer's office to job/project and back to Engineer's offices. Aircraft travel, car rental and other similar expenses are billed at actual invoice amount.

INVOICES

All outstanding invoices shall be paid prior to submittal for planning commission approval or other governing agency approval such as, but not limited to State Health Dept., ADEQ, FEMA, AHTD, U.S. Fish and Wildlife, or a Municipal Water Commission. Submittal for approval will not be made without payment prior to the submittal deadline. If engineering services are estimated to take longer than 30 days, invoices will be rendered monthly, either as final or progress billing, and will be due upon receipt. An account becomes past due thirty (30) days after the date of invoice and a late payment charge of \$100.00 per month will be assessed at Sand Creek Engineering's discretion. At Sand Creek Engineering's discretion, all work will cease on any project that becomes past due based on these procedures or as outlined in the schedule of conditions.

SCHEDULE OF CONDITIONS

SCHEDULE FOR RENDERING SERVICES

Time for Completion

- A. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- B. If Client authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. Client shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

INVOICES AND PAYMENTS

Payments

- A. *Failure to Pay.* If Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against Engineer for any such suspension.
- B. *Disputed Invoices.* If Client contests an invoice, Client may withhold only that portion so contested, and must pay the undisputed portion. Written notice from the Client regarding the contested amount must be received within 30 days of the invoice date.

OPINIONS OF COST

Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator.

Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Client in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

GENERAL CONSIDERATIONS

Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- D. Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this

- Agreement may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- H. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Client without consultation and advice of Engineer.
- Design Without Construction Phase Services**
- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the approval of documents by governing municipality; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Engineer that may be connected in any way thereto.
- Use of Documents**
- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Engineer grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer; or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Client shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Client shall not create any rights in third parties.
- F. If Engineer at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.
- Insurance**
- A. Client shall require Contractor to purchase and maintain general liability and any other insurance required to protect Client and engineer from construction related activities, and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- B. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.
- Suspension and Termination**
- A. **Suspension.**
By Client: Client may suspend the Project upon seven days written notice to Engineer.
By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement.
- B. **Termination.** The obligation to provide further services under this Agreement may be terminated:
1. For cause,
a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
b. By Engineer:
1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
3) Engineer shall have no liability to Client on account of such termination.
2. For convenience,
a. By Client effective upon Engineer's receipt of notice from Client.
- C. **Effective Date of Termination.** The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. **Payments Upon Termination.**
1. In the event of any termination, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.
2. In the event of termination by Client for convenience or by Engineer for cause, Engineer shall be entitled, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services.
- Controlling Law**
- A. This Agreement is to be governed by the law of the state in which the Project is located.

Successors, Assigns, and Beneficiaries

- A. Client and Engineer are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Engineer are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Client nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Engineer to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Engineer and not for the benefit of any other party.
 3. Client agrees that the substance of the provisions of this Paragraph C. shall appear in the Contract Documents between Client and contractor.

Dispute Resolution

- A. Client and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of mediation or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation, then either or both may invoke the procedures of mediation.
 1. Mediation. Client and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by ADR, Inc. (Frank Hamlin) or other firm as selected if needed. If such mediation is unsuccessful in resolving a Dispute, then (a) the parties may mutually agree to a dispute resolution of their choice, or (b) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Environmental Condition of Site

- A. Client has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, Hazardous Substances, Wetlands, Endangered Species, Historical Sites, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Client represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters an undisclosed Constituent of Concern, then Engineer shall notify (1) Client and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Client acknowledges that Engineer is performing professional services for Client and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

Indemnification and Mutual Waiver

- A. **Indemnification by Client.** Without waiving immunity pursuant to the law and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Client or Client's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Client with respect to this Agreement or to the Project.
- B. **Environmental Indemnification.** In addition to the Indemnity provided under this Agreement, and to the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. **Mutual Waiver.** To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Miscellaneous Provisions

- A. **Notices.** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. **Survival.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. **Waiver.** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. **Accrual of Claims.** To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

Role of Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any

failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are as follows:

1. **General:** RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Engineer.
 2. **Conferences and Meetings:** Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and advise engineer of contents of such meetings.
 3. **Liaison:**
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
 - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
 4. **Interpretation of Contract Documents:** Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 5. **Modifications:** Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 6. **Review of Work and Rejection of Defective Work:**
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 7. **Inspections, Tests, and System Startups:**
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
 8. **Records:**
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's general activities on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
 9. **Reports:**
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Client copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
 10. **Payment Requests:** Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 11. **Completion:**
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Client to occupy the Project in whole or in part.

Client's Responsibilities

In addition to other responsibilities of Client as set forth in this Agreement, Client shall at its expense:

- A. Provide Engineer with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications; and furnish copies of Client's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Client requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Client requires to ascertain how or for what purpose Contractor has used the moneys paid.
 4. Placement and payment for advertisement for Bids in appropriate publications, plan rooms, etc., as required by Client.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Client's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Client so that Engineer may assist Client in collating the various cost categories which comprise Total Project Costs.
- L. If Client designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Client at the Site, define and set forth as an attachment to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and authority of Engineer as an attachment to this Agreement that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the Work with appropriate professional interpretation thereof.

DEFINITIONS

Defined Terms

A.

Wherever used in this Agreement terms (including the singular and plural forms) have the meanings indicated:

1. *Additional Services* – The services to be performed for or furnished to Client by Engineer in accordance with this Agreement at hourly rates.
2. *Basic Services* – The services to be performed for or furnished to Client by Engineer in accordance with this Agreement at contracted amount.
3. *Construction Cost* – The cost to Client of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants, cost of land or rights-of-way, or compensation for damages to properties, or Client's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to Client pursuant to this Agreement. Construction Cost is one of the items comprising Total Project Costs.
4. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to [a] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [b] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [c] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [d] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [e] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [f] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [g] any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. In addition, any site features such as but not limited to Corps of Engineers designated Wetlands, Waters of the US, Endangered Species, or Historical Sites shall be considered a Constituent of Concern.
5. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
6. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Client pursuant to this Agreement.
7. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
8. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
9. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
10. *Resident Project Representative* – The authorized representative of Engineer, if any, assigned to assist Engineer at the Site during the Construction Phase. The Resident Project Representative will be Engineer's agent or employee and under Engineer's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative as assigned by the engineer. The duties and responsibilities of the Resident Project Representative, if any, are set forth in this document.
11. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
12. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Client furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Client's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Client pursuant to this Agreement.

Total Agreement

A.

This Agreement constitutes the entire agreement between Client and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument agreeable to both Client and engineer.

Designated Representatives

A.

With the execution of this Agreement, Engineer and Client shall designate specific individuals to act as Engineer's and Client's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Client under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

This document has been prepared in part by utilizing EJCDC E-500 Standard Form of Agreement between Client and Engineer for Professional Services Copyright ©2002 National Society of Professional Engineers for EJCDC. All rights reserved.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Client:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Designated Representative:

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Engineer:

Timothy R. Sorey, P.E.

By: _____

Title: President

Date Signed: 4/1/15

Engineer License or Certificate No. 9253

State of: Arkansas

Address for giving notices:

Sand Creek Engineering and Landscape Architecture, Inc.

1610 NW 12th Street

Bentonville, AR 72712

Designated Representative:

Peter E. Farmer

Title: Project Manager

Phone Number: (479) 464-9282

Facsimile Number: (479) 464-9284

E-Mail Address: pfarmer@sandcreek.us

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
SANDCREEK ENGINEERING FOR ENGINEERING
SERVICES ASSOCIATED WITH THE ELM TREE
ROAD/72 INTERSECTION IMPROVEMENT PROJECT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Sandcreek Engineering for design, bid administration and construction observation services for the Elm Tree Road/72 Intersection Improvement Project in the amount of 12% of construction costs as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
X	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Informational for Mayor and City Council - Attached is the Overlay List for 2015 with projected costs and vicinity maps of those locations.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	350,000
Funds Expended to Date		
Remaining Budget		350,000
Budget Adjustment		
Remaining After Adjustment	\$	350,000

Department Head

Date

4-20-15

Purchasing Agent

Date

Finance Director

Date

4-21-15

Staff Attorney

Date

Mayor

Date

4/21/15
4/22/15

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Bentonville Street Department
501 SE Third Street
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: 3-19-2015
TO: City Council, Mayor McCaslin
FROM: Tony Davis, Street Manager
RE: Overlay List for 2015

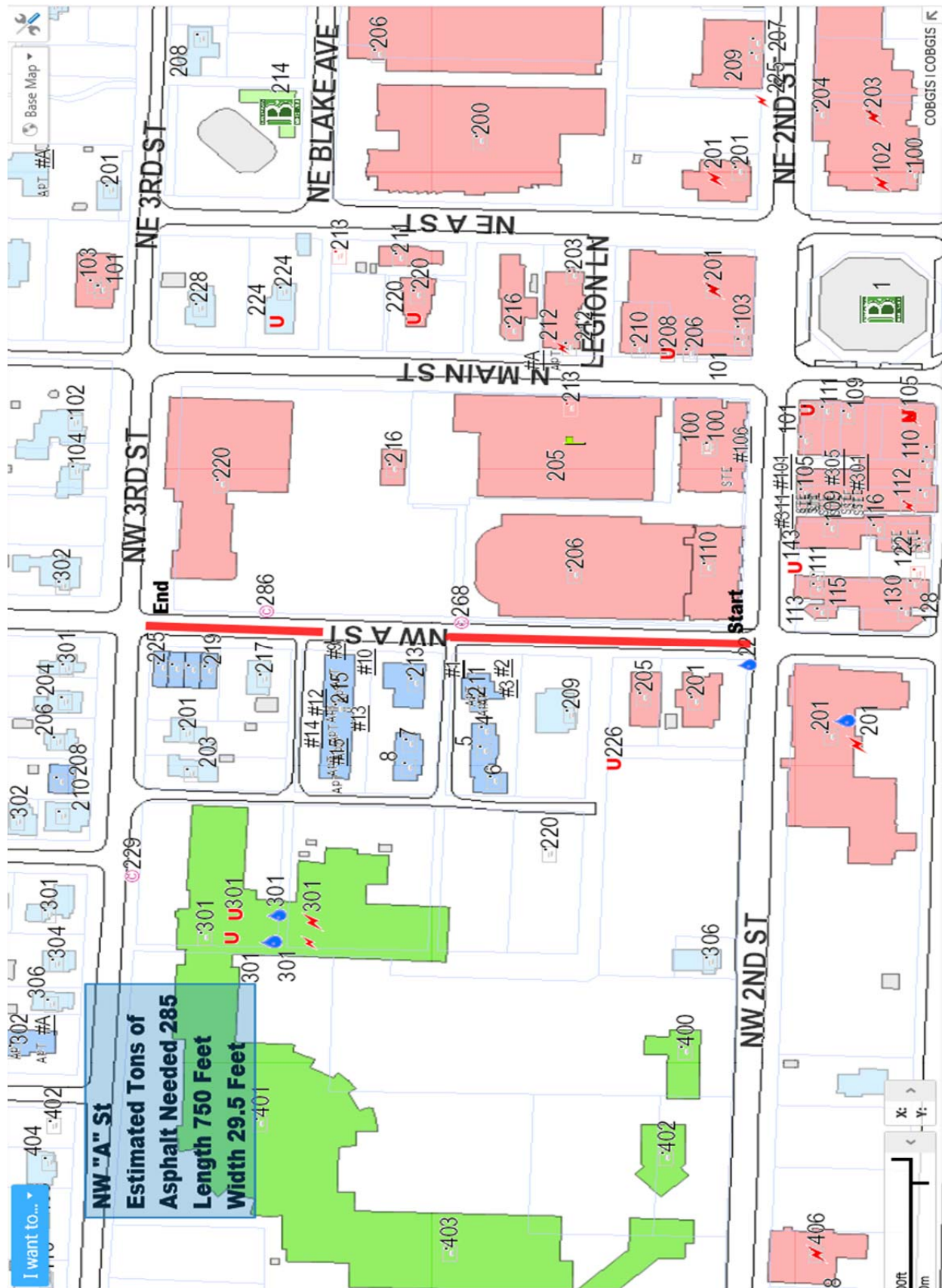
The attached vicinity maps show the approximate location of the streets that are to be overlaid along with a spreadsheet that shows the projected costs for the overlay. The 2015 budgeted line item for the overlay this year is \$350,000.00.

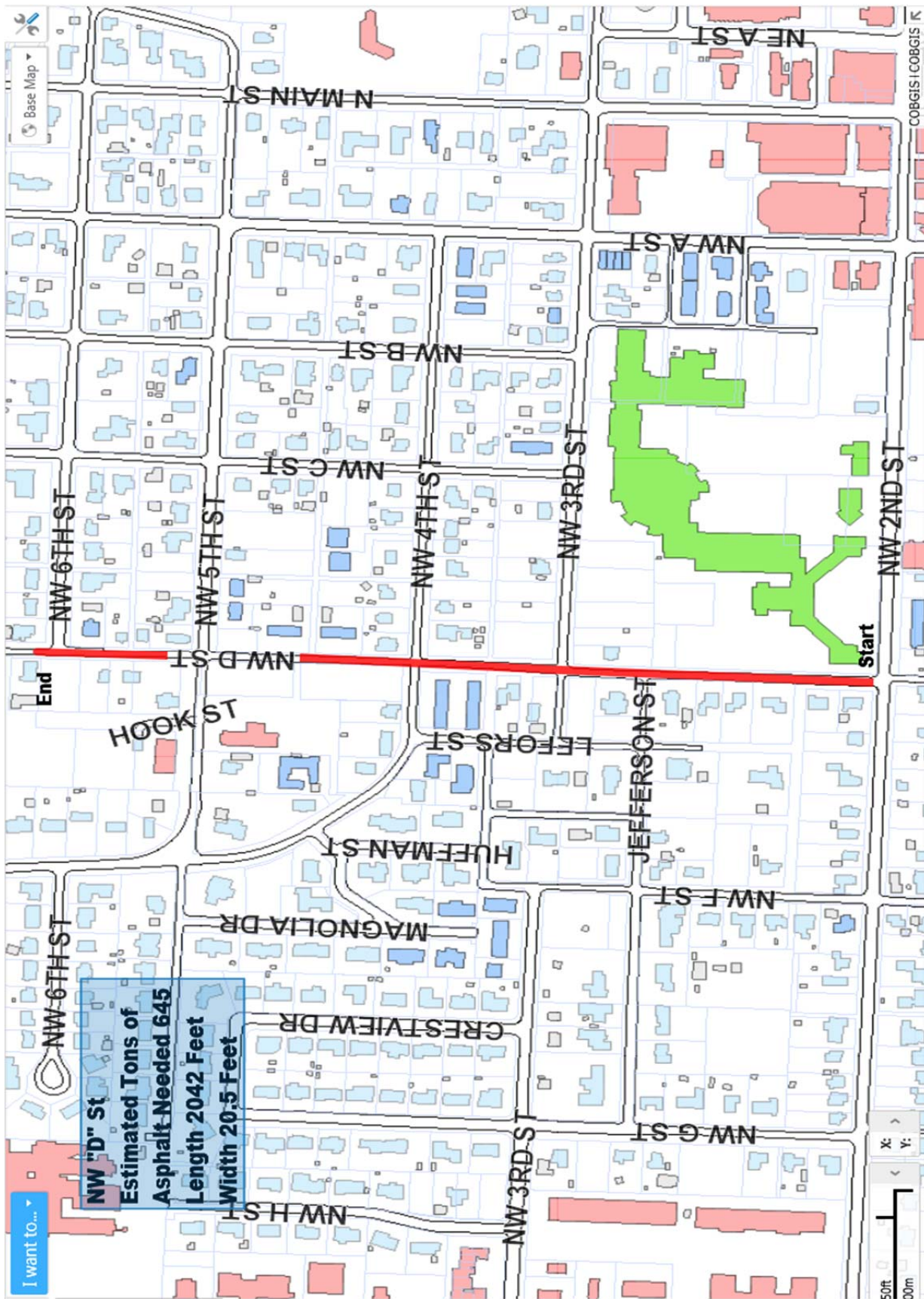
Sincerely,

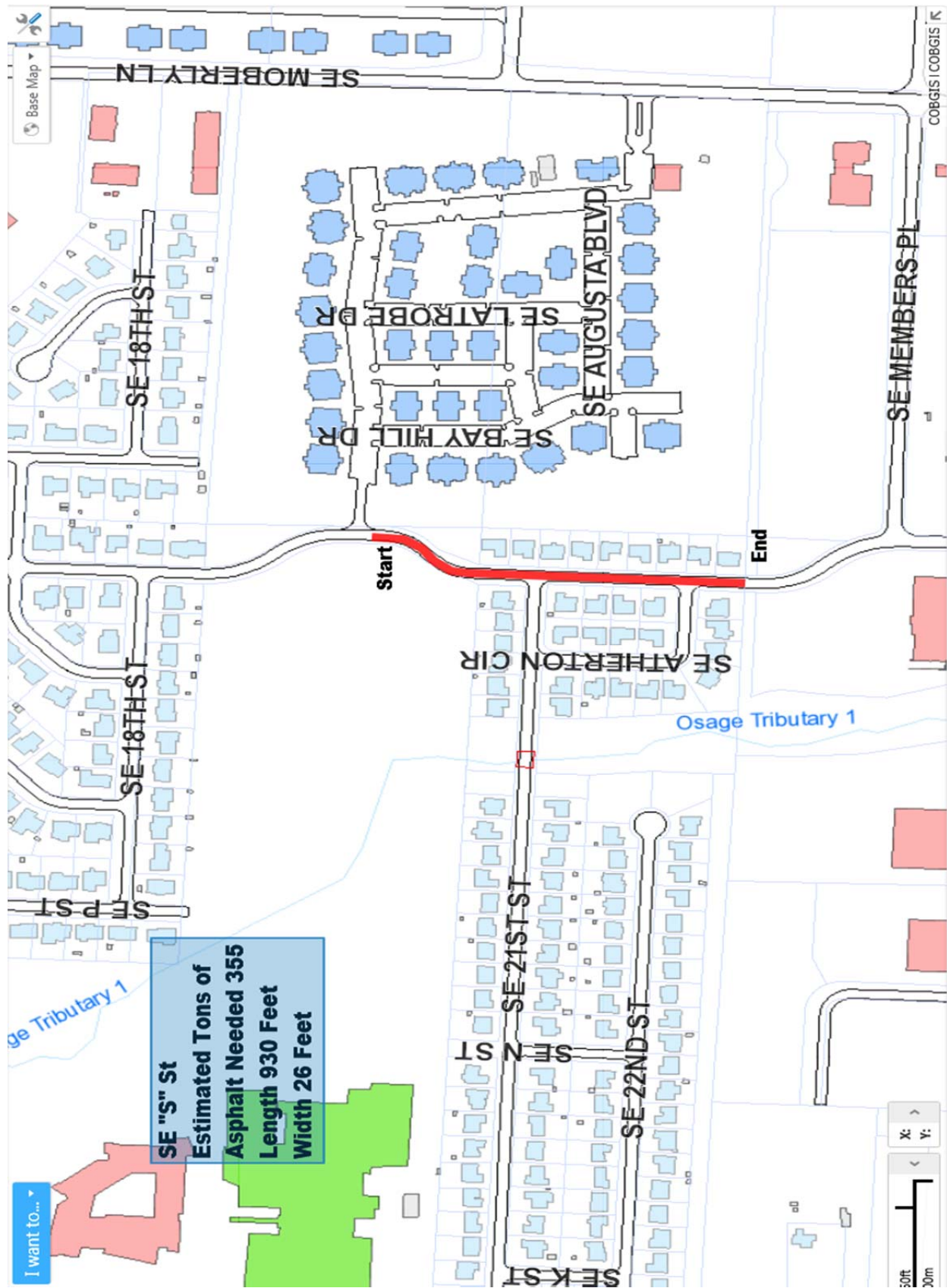
Tony Davis
Street Manager
City of Bentonville

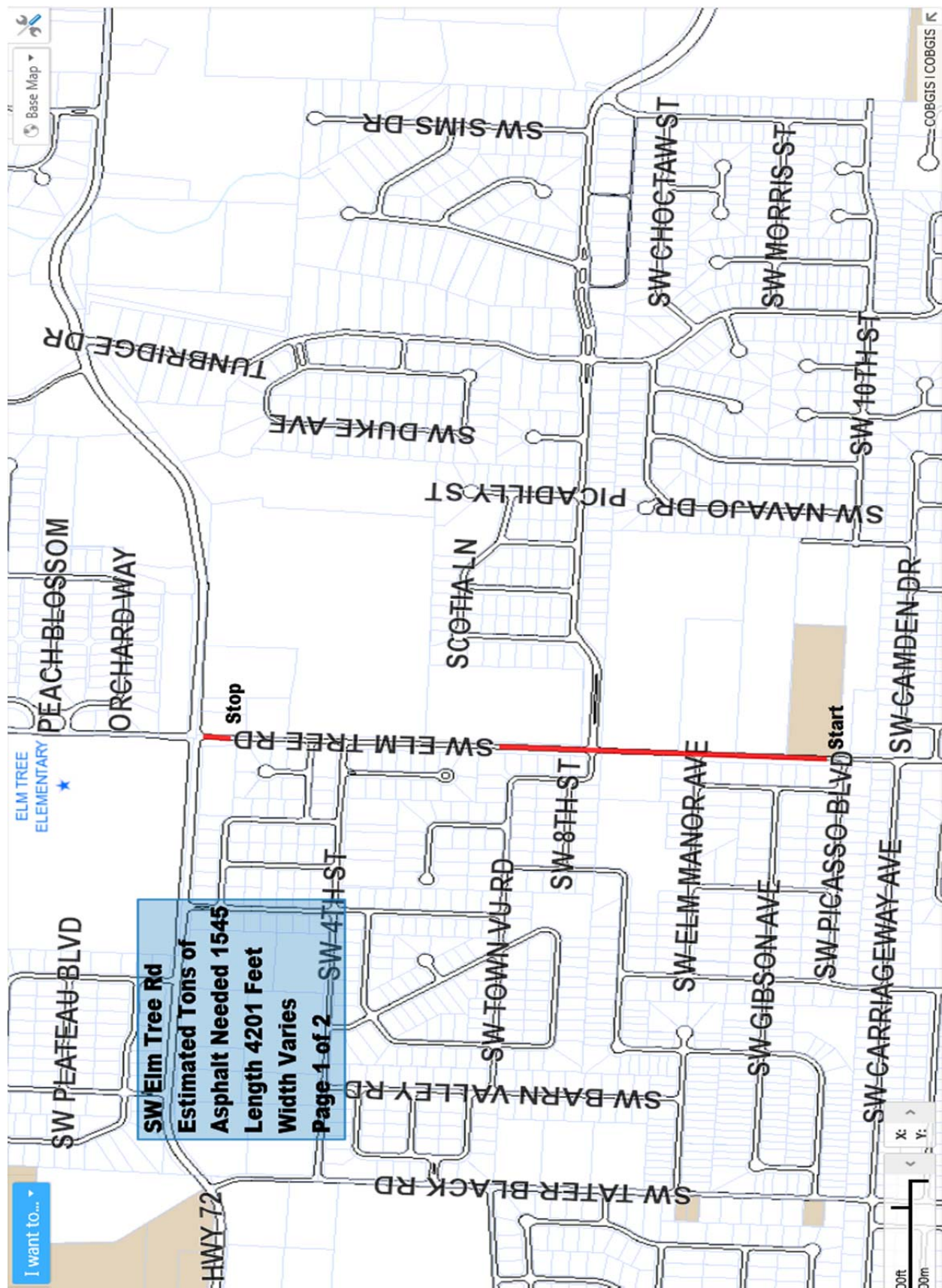
2015 STREET OVERLAY ESTIMATES "CURRENT"

~ 50 ~

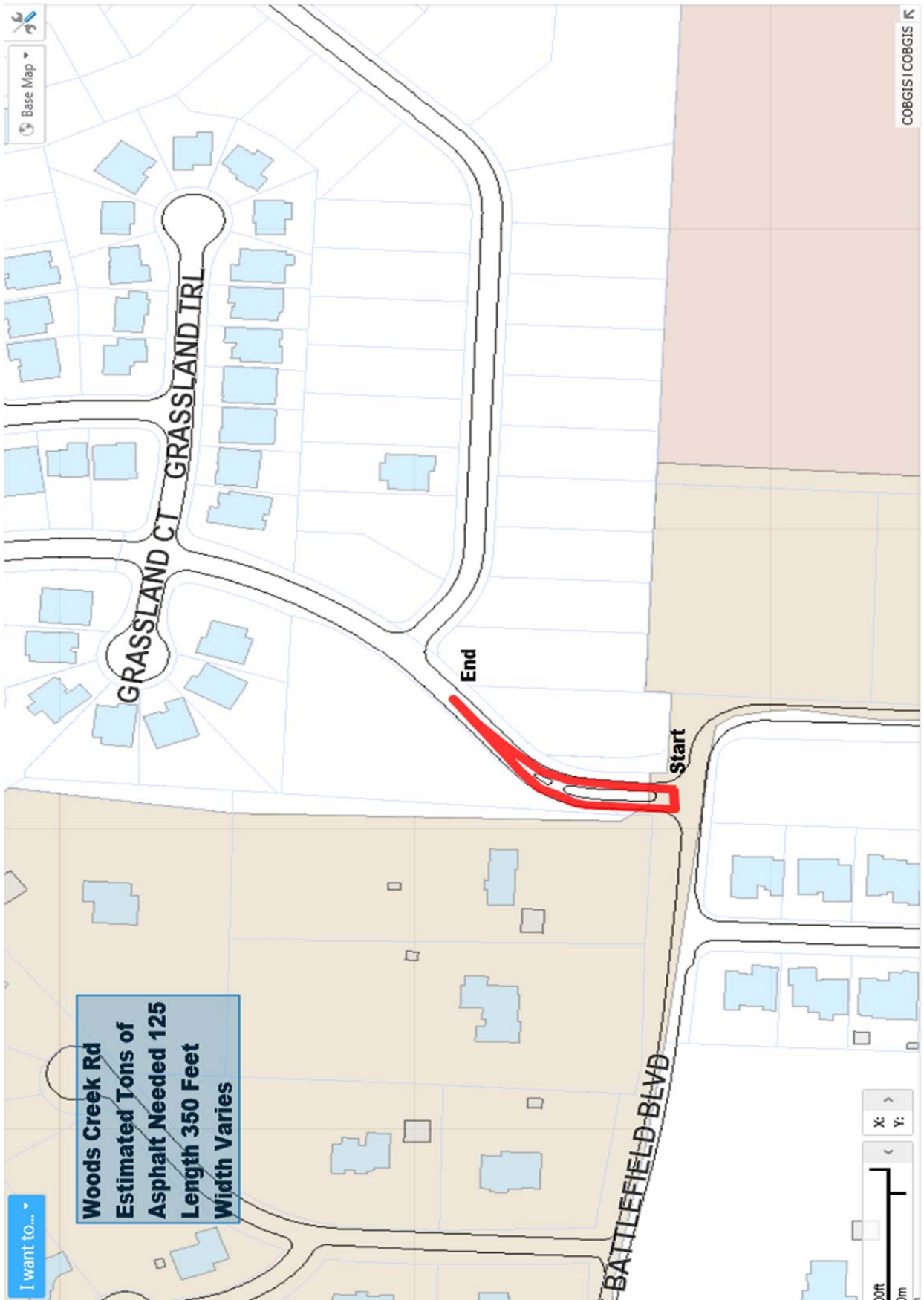














CHECK ALL THAT APPLY			
	Bid Award	Bid #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$2,842.01 to be used to repair a 2009 Chevy Impala, unit # 2010-80 that was damaged on 2-27-15 (MVA # 2015-7422). The damage was the result of one of two weather related accidents in which two other drivers lost control, moments apart from one another, and hit our vehicle. The budget adjustment amount is sourced from the Auto Club Insurance settlement related to the accident. The other accident damage related to this vehicle was paid directly to the repair shop.

COST TO CITY:

Cost of this Request: \$0

W

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

Date

4-15-15

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







CHECK ALL THAT APPLY			
	Bid Award	Bid #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$2,038.99 to be used to repair a 2010 Crown Vic, unit # 2010-84 that was damaged while parked and unoccupied on 3-29-15 (MVA # 2015-10766). The damage was caused by a reckless driver that was subsequently arrested. The budget adjustment amount is sourced from the Equity Insurance settlement related to the accident.

COST TO CITY:

Cost of this Request: \$0

W

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

Date

4-15-15

Purchasing Agent

Date

Finance Director

Date

Staff Attorney

Date

Mayor

Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE







CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council declare certain items as being surplus, specifically approximately 22 in car camera systems. Many of these systems are incomplete and some parts are not operational. These cameras systems were manufactured in 2005 by Kustom Signals Inc. and are currently being phased out by the Bentonville Police Department and replaced by a Panasonic product. Transferring these cameras to a smaller law enforcement agency that method of disposing of these law enforcement specific items. The Diamond City Arkansas Police Department has expressed an interest in these cameras and could use them to implement an in car camera system for their agency.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	-
Remaining Budget	
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

Date

4-20-15

Staff Attorney

Date

4/21/15

Purchasing Agent

Date

Mayor

Date

4/22/15

Finance Director

Date

4-21-15

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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PLEASE RECYCLE



RESOLUTION NO. _____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE POLICE
DEPARTMENT AS SURPLUS PROPERTY.**

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

Section 1: That certain property of the City of Bentonville Police Department, more particularly described in the attached agenda form, is hereby declared to be surplus and the Police Department is authorized to dispose of or exchange such property as authorized by law and more particularly described therein.

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
X	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Mike Bender

Department

Public Works

Phone

271-6720

ACTION REQUIRED:

Staff requests Council approval of Change Order No. 1 for Forsgren, Inc. for a total increase of \$18,540.00 and increase of 7 days contract time for the South Lift Station Renovation and Force Main Project. This will increase the construction cost of the project from \$2,178,210.47 to \$2,196,750.47. This project is funded with sewer capacity fees.

COST TO CITY:

Cost of this Request: \$18,540

Additional Budget Amount \$18,540

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	2,178,210
Funds Expended to Date		\$915,121
Remaining Budget		1,263,090
Budget Adjustment		18,540
Remaining After Adjustment	\$	1,281,630

Department Head DMB Date 4/21/15

Purchasing Agent _____ Date _____

Finance Director DK Date 4/21/15

Staff Attorney CT Date 4/21/15

Mayor RAM Date 4/22/15

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender *MB*

CC:

Date: April 17, 2015

Re: Change Order #1 for Forsgren, Inc. for South Lift Station Renovation and South Force Main Construction Project

Staff recommends approval of Change Order 1 to Forsgren, Inc. in the amount of \$18,540.00 for the South Lift Station Renovation and South Force Main Construction Project. This change order will increase the contract price from \$2,178,210.47 to \$2,196,750.47 and will add 7 days to the contract. The 16" force main extends approximately 3 miles from South Lift Station on SE Riviera to Bright Road.

The City installed a 24-inch steel encasement pipe across SW I Street as part of the SW I Street project in anticipation of the 16-inch force main project; however, the force main design was not complete at the time and the encasement was installed for a standard 16-inch carrier pipe. The final design of the force main calls for restrained joints (PVC C905 DR18 restrained joint pipe) in the area of SW I Street. Once construction crews reached the encasement and tried to install the pipe in the encasement, it was discovered that the joint restraints would not fit in the encasement. After researching options, the City decided to move forward with a different restrained joint pipe (PVC Certa-lok C905 restrained joint pipe) through the encasement. The length of pipe needed for the encasement is 180 linear feet. The City will assume ownership of the left over (original C905 DR18) pipe and joint restraints that would have gone in the encasement.

Thank you for your consideration of this request.

Change Order

No. 1

Date of Issuance: April 15, 2015

Effective Date: _____

Project: South Lift Station and
Force Main

Owner: Bentonville Water
Utilities

Owner's Contract No.: _____

Contract: _____

Date of Contract: Sept. 23, 2014

Contractor: Forsgren, Inc.

Engineer's Project No.: FY102126

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

Description: Provide and install approximately 180 ft of Certa-Lok PVC restrained joint pipe, C-905, DR-18 for the existing 24-inch casing under Highway 112, per the attached proposal.

Attachments (list documents supporting change): Forsgren Proposal of 4/14/2015

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$2,178,210.47

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$N/A

Contract Price prior to this Change Order:

\$2,178,210.47

[Increase] [Decrease] of this Change Order:

\$18,540.00

Contract Price incorporating this Change Order:

\$2,196,750.47

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): N/A

Ready for final payment (days or date): 150

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): N/A

Ready for final payment (days): N/A

Contract Times prior to this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 150

Increase of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): 7 Days

Contract Times with all approved Change Orders:

Substantial completion (days or date): N/A

Ready for final payment (days or date): _____

RE:

By: _____

Engineer (Authorized Signature)

Date: 4/15/2015

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

A:

By: _____

Contractor (Authorized Signature)

Date: 4/15/15

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

Page 1 of 2



CHECK ALL THAT APPLY			
	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
X	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Travis Matlock

Department: Electric

Phone: 271-3135

ACTION REQUIRED:

Recommend Mayor and City Council enter into an agreement with Altec for the purchase of a telescoping (aerial trucks) for the City of Bentonville Electric Department in the amount of \$98,033.00 and waiving the requirement of competitive bidding.

COST TO CITY:

Cost of this Request:

Additional Budget Amount:

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

TWJ 4/17/15
Department Head Date

Purchasing Agent Date

 4-21-15
Finance Director Date

CT 4/21/15
Staff Attorney Date

Bom 4/22/15
Mayor Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

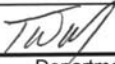
www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>4/17/2015</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Telescoping Boom w/ buckets</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Altec Industries</u>		
	<u>1730 Vanderbilt Road</u>		
	<u>Birmingham, AL 35234</u>		
Amount:	Base Amount:	\$	<u>98,033.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>98,033.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville Electric Department has standardized the telescoping boom w/ a bucket that is used by installing Altec brand booms. This waiver will continue this practice.			
 _____ Department Head		 _____ Director of Finance & Administration	
Revised 6-18-99			

MEMORANDUM

DATE: April 17, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineering Director

RE: Bid Waiver for Altec Booms

The City Of Bentonville has standardized the brand of telescoping boom with a bucket (aerial trucks). With this standardization, staff recommends that a bid waiver be approved for the purchase of an Altec Booms for the City Of Bentonville Electric Department. BEUD will purchase (1) – 40' boom for a total amount of \$98,033.00.

Standardization of this equipment promotes public safety as well as employee safety and efficiency in critical working conditions. Using only Altec booms will ensure that all City Of Bentonville equipment has the same safety features, controller locations, and same operational functionality.

Altec is the only manufacturer of telescoping booms that have a mechanic available in our area to service our equipment when needed. All other manufacturers do not have service centers in our area, which would mean having our equipment sent to a service provider outside our area.

The Cab and Chassis that would be used with the Altec Device was competitively bid and award at an earlier date.



Quote Number: 282751 - 1
Altec, Inc.

April 6, 2015
Our 86th Year

Ship To:
CITY OF BENTONVILLE
1206 SW 14TH ST
C/O BENTON COUNTY ROAD DEPT
BENTONVILLE, AR 72712
US

Bill To:
CITY OF BENTONVILLE
117 WEST CENTRAL
BENTONVILLE, AR 72712-0000
United States

Attn:
Phone:
Email: webmaster@bentonville.com

Altec Quotation Number: 282751 - 1
Account Manager: Noel Dennis Gowan
Technical Sales & Support: Mark Floyd Jarrell

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT40M Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and a proportional joystick upper control and toggle switches. Built in accordance to ALTEC's standard specifications and to include the following features: A. Ground to Bottom of Platform Height: 39.4 ft at 10.0 ft from centerline of rotation (12 m at 3 m) B. Working Height: 44.4 ft (13.5 m) C. Maximum reach to edge of platform: 29.6 ft at 16.3 ft platform height (9 m at 5 m) D. Rotation: Continuous E. Articulating Arm Articulation: -3 to 74 degrees. Insulator provides a minimum of 9.5 in (241.3 mm) of isolation. F. Articulating arm is of a tubular steel structure. The articulating arm is designed so that the articulating arm and tension link are compensating. By raising the articulating arm only, the lower and upper boom maintain the same relative angle with the ground. By raising the articulating arm in conjunction with the lower boom, the operator is able to position himself more quickly and easily into the work area. G. Lower Boom Articulation: -25 to 75 degrees. Insulator provides a minimum of in (0 mm) of isolation. H. Lower boom is a fabricated, reinforced steel box structure. Polyethylene outer slide pads and Nylatron GSM inner slide pads are installed at the boom tip to guide the telescopic upper boom. These pads have a large contact area in order to reduce wear. The pads are shimmed and attached for ease of adjustment or replacement without disassembly of the booms. I. Telescopic upper boom is constructed of filament wound, square fiberglass, providing a minimum of 31.5 inches (965 mm) of isolation. The inner surface of the fiberglass boom is coated with polyurethane to provide a dry, smooth inner surface, which will cause moisture to bead. The outer surface has a smooth	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 1 of 12



Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	gelcoat finish.		
J.	The upper boom is extended and retracted by a double acting hydraulic cylinder installed within the booms. The boom extends and retracts over slide bearings located in the end of the lower boom.		
K.	Upper Controls: The upper controls system includes a proportional joystick upper control and toggle switches.		
L.	Controls for Boom and articulating arm functions are controlled with a single handle control. Control, through non-metallic linkages, actuates the interlock section and four individual boom function valves. The control provides good metering capability at all boom speeds. The single handle control activates Lower Boom Up and Down, Upper Boom Extend and Retract, Rotation Clockwise/Counter-clockwise, and Articulating Arm Raise and Lower. Unit rotation is accomplished by moving the control from side to side similar to a tiller while upper boom operation is accomplished by twisting the control handle clockwise to retract and counter clockwise to extend.		
M.	Lower Controls: A lower control station includes and is located on the of the turntable. A selector valve is provided to override the upper controls.		
N.	The platform is leveled by hydraulic leveling means, contained within the upper boom and designed to maintain the dielectric integrity of the aerial device. Controls for leveling and tilting the platform are located at the platform. Leveling for the platform includes two double acting cylinders incorporating counterbalance load holding valves to lock the platform in the event of hydraulic line failure. Cylinders are located at the platform and at the end of the lower boom. The master-slave action of the cylinders maintains a level platform throughout the full range of boom articulation		
O.	Hydraulically articulating jib (Altec ARM Jib). Material handling system comes with 80ft of 0.50 inch polyester double braid rope and a metal thimble in the working end. Minimum breaking strength of the rope is 8,400 lbs. Material handling capacity is dependent upon upper boom extension and lower boom articulation angle.		
P.	Diagnostic Pressure Test Quick Disconnect Couplings: are located at the turntable to allow a mobile service technician to quickly and easily attach a test gauge to verify system and tool circuit pressure. This convenient troubleshooting feature saves time and reduces the risk of high pressure oil sprays.		
Q.	Tool circuit system relief pressure to be set to 2250 psi at 5.5 GPM.		
R.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks	1	
4.	Sight and Temperature gauge for hydraulic reservoir	1	
5.	Single 1-Man Platform, Fiberglass (Insulated), 24" x 30" x 42", Side Mount, 90 Degree Rotation	1	
6.	Platform Mounted Single Handle Controls	1	
7.	Material Handling Jib/Winch, Hydraulically Extendible, Side Mounted, Square.	1	
8.	Two(2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 2 of 12



Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
9.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
10.	Platform Liner - for one-man fiberglass platform, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV rating (minimum)	1	
11.	Platform Floor Liner (Scuff Pad), 24 x 30 inches (610 x 762 mm)	1	
12.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools. Tool system relief pressure set at 2,250 psi.	1	
13.	Hydraulic Tool Circuit Below Rotation: One set of quick disconnect couplings and control valve for open center tools below rotation. Tool system relief pressure set at 2,250 psi.	1	
14.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
15.	Throttle Control - Manually increase/decrease chassis engine speed to preset values. Control is captive air operated from the platform and momentary switch operated from the lower controls and curbside at tailshelf.	1	
16.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
17.	Primary Modified A-Frame Outriggers With Integrated Subbase, fixed shoe, provides 112 inch (2844 mm) maximum spread. Includes motion alarm and outrigger interlocks, which will not allow the unit to be operated until the outriggers have been deployed. For installation on a 30 to 34 inch chassis frame height.	1	
18.	Electric Outrigger Controls: drive hydraulic outrigger control valves. Durable weather proof electronic switches are located at the rear of the unit unless otherwise specified. Use of electronic switches reduces the number of hydraulic hoses and leak points.	1	
19.	Diagnostic Pressure Test Kit - includes gauges, hoses, and quick disconnect couplings to enable a technician to easily connect to supplied test ports on the unit to check pressures.	1	
20.	Fall Protection System to include one body harness and decelerating type lanyard. Harness has adjustable slide buckle on shoulder straps, Velcro chest strap, interlocking buckles on leg straps and nylon web loop fall arrest attachment on back. Lanyard has built in shock absorber that allows 28 inches (711 mm) of automatic adjustability	1	
21.	Winch load line swivel hook	1	
22.	Altec Aerial Device Powder Painted White	1	
<u>Unit & Hydraulic Acc.</u>			
23.	HVI-22 Hydraulic Oil (Standard).	25	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

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Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
24.	Standard Pump For PTO	1	
25.	Electric Shifted PTO	1	
26.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	
27.	Braden PCD24B Hydraulic Capstan, 20 GPM, 3000 LBS -Mount under tailshelf, for use off CS of tailshelf. Shaft should not extend out past edge of tailshelf. -For use with Butterfly reel	1	
28.	Capstan Mounting Bracket Without Protective Cover	1	
29.	Collapsible Reel (CR Reel) -For use with Braden capstan -Shipped loose	1	
30.	Custom Hydraulic Capstan Controls Hydraulic valve mounted under tailshelf at rear, install Dalton Hydraulics Detent Kit to allow valve to be detented ILO spring centered.	1	
31.	Install Tool Circuit with Quick Disconnects, Below Rotation (Male Pressure, Female Return) Mount below outrigger controls on CS at rear.	1	
<u>Body</u>			
32.	Altec Body	1	
33.	Steel Body	1	
34.	Low-Side General Service With Step (LGSS)	1	
35.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications: A. Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. C. Heavy-Gauge Welded Steel Frame Construction With Structural Channel Crossmembers And Tread Plate Floor. D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection. E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. F. Steel Treated For Improved Primer Bond And Rust Resistance. G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.	1	
36.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
37.	94 Inch Body Width	1	
38.	40 Inch Body Compartment Height	1	
39.	20 Inch Body Compartment Depth	1	
40.	Finish Paint Body Altec White (Applies To Steel And Aluminum)	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 4 of 12



Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
41.	Undercoat Body	1	
42.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
43.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1	
44.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	7	
45.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
46.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
47.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
48.	Chains On All Horizontal Doors	1	
49.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel (Rear Of Wheel Or Opposite Fuel Fill)	1	
50.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
51.	Two Hotstick Brackets On Streetside	1	
52.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
53.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
54.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
55.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
56.	1st Horizontal (SS) - Vacant	1	
57.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
58.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
59.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
60.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	2	
61.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
62.	2nd Vertical (CS) - Treadplate Access Steps With Two (2) Sloped Grab Handles	1	
63.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	1	
64.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
65.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
66.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	

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UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
67.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
68.	29" L Steel Tailshelf, Width To Match Body	1	
69.	3" Fixed Steel Retaining Rail On Sides And Rear Of Tailshelf With Corner Wash-Out	1	
70.	Additional Steel Top Opening Storage Box -72"Lx20"Wx12"H -Lined with astro turf -Single smooth steel lid, gas props, hasp locks. -Mounted CS compartment tops, flush at rear.	1	
71.	Additional Steel Horizontal Storage Box -126"Lx20"Wx14"H -Two doors on side, hinged at top with gasp props and paddle latches -Door at rear, hinged at bottom with paddle latch -Lined with astro turf. -Mounted SS compartment tops.	1	
72.	Ladder Rack,126" L,Flat W/ Back Stop,Steel,Roller At Rear,Retaining Brckts And Strap,21" Clear Int. Width,Typ. Mounted Flush At Rear Of Body And Overhung Toward Cargo Area Mounted SS on top of side opening box.	1	

Body and Chassis Accessories

73.	Rear Window Guard, 62" L x 20" H	1	
74.	ICC (Underride Protection) Bumper Installed At Rear	1	
75.	T-60 Style Pintle Hitch (10,000 LB MGTW with 2,000 LB MVL)	1	
76.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1	
77.	Install Counterweight As Needed	1	
78.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
79.	Platform Access Step From Body Floor Access ladder for Platform	1	
80.	Platform Rest, Rigid with Rubber Tube Platform stowed high.	1	
81.	Boom Rest for a Telescopic Unit	1	
82.	Plastic Outrigger Pad, 18" x 18" x 1", Black With Handle	2	
83.	Outrigger Pad Holder, 20" L x 20" W x 3" H, Fits 19.5" x 19.5" x 2" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
84.	Pendulum Retainers For Outrigger Pad Holders	2	
85.	Mud Flaps With Altec Logo (Pair)	1	
86.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 6 of 12



Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
87.	Slope Indicator Assembly For Machine With Outriggers	1	
88.	Water Cask 5 Gallon (Plastic)	1	
89.	Water Cask Bracket Only, For 3 or 5 Gallon (Wire Type) Mount CS compartment top. Payout to side.	1	
90.	Spare Tire And Full Size Rim Shipped Loose In Cargo Area	1	
91.	5 LB Fire Extinguisher With Light Duty Bracket, Installed Per DEPS 042 (In Cab or Inside Compartment Only) One Mounted CS compartment top. fire extinguisher laying down with top facing out. One Mounted SS compartment front.	2	
92.	Triangular Reflector Kit, Installed	1	
93.	Barricade Holders (Set Of Four Flag Holders One Mounted At Each Corner Of Truck) With Barricade kit shipped loose	1	
94.	Vinyl manual pouch for storage of all operator and parts manuals	1	
95.	Additional Body/Chassis Accessory Two post transformer holder, mounted CS of tailshelf. Similar to DJ# 31697531	1	
<u>Electrical Accessories</u>			
96.	Compartment Lights Wired To Dash Mounted Master Switch	1	
97.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
98.	Altec Standard Amber LED Strobe Light with Brush Guard Mount one each side to brackets mounted to rear window guard.	2	
99.	6-Position Strobe Lighting, Amber LED, Two (2) Surface Mounted Lights in Front Grille, Two (2) Oval Grommet Mounted Lights on Body Side Panels and Two (2) Round Grommet Mounted Lights at Rear	1	
100.	Flood Light, LED, with Chrome Housing, 6" DIA x 9" H -One mounted to rear of pedestal -One mounted on CS rear of compartments.	2	
101.	Remote Spot Light, Halogen, Permanent Mount with Programmable Wireless Remote Control Mounted one each side. outboard of strobes on brackets on rear window guard.	2	
102.	Reverse lights to turn on with flood/spot light switch.	1	
103.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
104.	Altec Backup Camera System, 7" Color LCD Monitor, Heated Infrared Camera with Day/Night Sensor and Audio Mointor mounted to dash	1	
A.	7" Color LCD Monitor With LED Backlighting And Proximity Indicators		
B.	2 Inputs With Independent Triggers		

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And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

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Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	C. Heated Infrared Camera With Day/Night Sensor And Audio		
	D. Mirror/Normal View		
	E. IP68 Rated		
	F. Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical)		
	G. 20 Meter Cable Assembly		
105.	PTO Hour Meter, Analog, with 10,000 Hour Display	1	
106.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
107.	Dash panel rocker switches supplied with Dodge Chassis, 4 auxiliary switches supplied in up fitting package from Dodge	1	
108.	16,500LB Electric Winch Kit for use in conjunction with a Dodge Ram 5500 series chassis. To include a Defender I bumper mount assembly with an Emergency stop switch	1	
109.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
110.	Dodge Module	1	
111.	Install secondary stowage system.	1	
112.	Install Remote Start/Stop system in Final Assembly.	1	
113.	Install Two Speed Throttle System.	1	
114.	Install Outrigger Interlock System	1	
<u>Finishing Details</u>			
115.	Focus Factory Build	1	
116.	Delivery Of Completed Unit	1	
117.	Inbound Freight	1	
118.	Powder Coat Unit Altec White	1	
119.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
120.	Apply Non-Skid Coating to all walking surfaces	1	
121.	English Safety And Instructional Decals	1	
122.	Vehicle Height Placard - Installed In Cab	1	

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Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
123.	Dielectric test unit according to ANSI requirements.	1	
124.	Stability test unit according to ANSI requirements.	1	
125.	DOT Certification Required City of Bentonville 117 West Central Bentonville AR 72712	1	
126.	Customer Inspection Required	1	
127.	Placard, HVI-22 Hydraulic Oil	1	
128.	Installation - AT40M	1	
<u>Chassis</u>			
129.	Chassis	1	
130.	Customer Supplied Chassis	1	
131.	2015 Model Year	1	
132.	Dodge Ram 5500	1	
133.	4x4	1	
134.	84 Clear CA (Round To Next Whole Number)	1	
135.	Regular Cab	1	
136.	Cummins 6.7L Turbo Diesel (Dodge)	1	
137.	Aisin AS69RC Automatic Transmission (Dodge Chassis)	1	
138.	GVWR 19,500 LBS	1	
139.	7,250 LBS Front Axle Rating	1	
140.	13,500 LBS Rear Axle Rating	1	
141.	4.44 Axle Ratio	1	
142.	Hydraulic Brakes	1	
143.	Dodge 3500-5500 Single Horizontal Right Side Exhaust	1	
144.	Dodge PTO Prep Package (Right Hand Side PTO) (LBN)	1	
145.	No California Emission Requirements	1	
146.	Air Conditioning	1	
147.	AM/FM Radio	1	
148.	Cruise Control	1	

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Quote Number: 282751 - 1
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
149.	Spare Tire	1	
150.	Tilt Steering Wheel	1	
151.	Cold Weather Group (Includes Block Heater)	1	

Additional Pricing

152.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
------	---	---	--

Unit / Body / Chassis Total	98,033.00
FET Total	0.00
Total	98,033.00

Altec Industries, Inc.

BY _____

Mark Floyd Jarrell

Notes:

1

Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

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Quote Number: 282751 - 1
Altec, Inc.

- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would like to ensure that the following items are offered to you as part of the attached quotation package:
- Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Back up alarm
Wheel Chocks
- The aforementioned equipment is traditionally offered in our new equipment quotations, unless requested otherwise by the customer. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.
- 3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 4 F.O.B. - Customer Site
- 5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T.). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.
- 7 Interest charge of 1/2% per month to be added for late payment.
- 8 Delivery: 240-270 days after receipt of order PROVIDING:
- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
 - B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
 - C. Customer approval drawings are returned by requested date.
 - D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
 - E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.
- Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.
- 9 Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.
- All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.
- Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

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Quote Number: 282751 - 1
Altec, Inc.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nuevo at address 1730 Vanderbilt Road, Birmingham, AL 35234.

- 10 This quotation is valid until JUL 05, 2015. After this date, please contact Altec Industries, Inc. for a possible extension.
- 11 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 12 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.
- 13 Please direct all questions to Noel Dennis Gowan at (919) 528-2535

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UTILITY EQUIPMENT AND BODIES SINCE 1929

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH ALTEC FOR THE PURCHASE OF TELESCOPING BOOM (AERIAL TRUCKS) FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Altec for the purchase of telescoping boom (aerial trucks) for the Bentonville Electric Department in the amount of \$98,033.00, as per the Proposal attached hereto as Exhibit "A".

Section 2: Because of the need to standardize this equipment to promote operator and public safety during critical operations, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2015.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	15-23
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

April 28, 2015

Submitted by: Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award bid #15-23 for 1/0 underground wire to the Stuart Irby Company in the amount of \$117,757.50

COST TO CITY:

Cost of this Request: \$117,757

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

Department Head

Date

4/17/15

Purchasing Agent

Date

4/20/15

Finance Director

Date

4/21/15

Staff Attorney

Date

4/21/15

Mayor

Date

04/22/15

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: April 17, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: 1/0 Underground Wire Bid #15-23

The City of Bentonville recommends awarding the bid for 1/0 underground wire in the total amount \$117,757.50. The low bidder for this wire are as follows:

Stuart Irby Company in the amount of \$117,757.50

This award is to replenish minimum stock level and provide on underground jobs within the city.

CITY OF BENTONVILLE
FORMAL BID #15-23

ITEM	QNT	MIN. STOCK QNT.	UNIT	PART NO.	DESCRIPTION	STUART C. IRBY CO.	TECHLINE	ARKANSAS ELECTRIC			
1	52,500	FT	EA	280-095- 59525	WIRE 1/0 15KV 220MIL PRIMARY U/G WIRE	\$2,2430	\$2,3000	\$2,3420			
GRAND TOTAL:						\$117,757.50	\$120,750.00	\$122,955.00	\$0.00	\$0.00	\$0.00



BENTONVILLE CITY COUNCIL AGENDA

**Committee of the Whole
Community Development
Planning Commission Meeting Room**

**Tuesday, April 28, 2015 6:00 p.m.
305 SW "A" Street**

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, April 28, 2015 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from Alderman on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: April 14, 2015**

AGENDA

1. Presentation of Change Maker Awards to recognize businesses that have had a positive impact on the implementation of the North Walton Boulevard Corridor Enhancement Plan.

2. Planning:

- 2a. **Richard and Sharon Baker: Lot Split, Lots 1 and 2 of RSB Subdivision, 5578 Southwest Adams Road, Zoned A-1.**

The planning commission voted 6-0 recommending approval.

The applicant is proposing a lot split that will create two lots that will be known as Lot 1 (11.58 acres) and Lot 2 (2.08 acres) of RSB subdivision. The lot split shows the dedication of right-of-way along Southwest Adams Road per the master street plan and the dedication of a 20 feet utility easement. Both water and sewer services are available to these lots.

- 2b. **IDGAS, LLC: Property Line Adjustment, Lot 36 of Oakbrooke Subdivision Ph. II, Zoned R-1, Single Family Residential.**

The planning commission voted 6-0 recommending approval.

The applicant is proposing a property line adjustment that will remove the common lot line between existing lots 8 & 9 to create one lot that will be known as Lot 36 (1.97 acres) of Oakbrooke Subdivision Phase II. The property line adjustment also shows the vacation of an existing 25 feet access easement along the common lot line that is being removed and relocating the access easement to the eastern and southern property lines of the new lot 36. Both water and sewer services are available to the property.

2c. **Street Light Standards Amendment - Ordinance.**

Approved 6-0.

3. Public hearing and ordinance vacating a utility easement located in Lot 1 Stuckey Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas.
4. A resolution setting a public hearing for a public access easement at 7 Stonehenge Drive requested by Jennifer and Richard Apolskis.
5. A resolution setting a public hearing for May 12, 2015 for a public access easement vacation located in Lots 8 and 9 Oakbrooke Subdivision Phase II.
6. Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Morrison-Shipley Engineers, Inc. to provide services to prepare a Construction Safety and Phasing Plan and prepare FAA grant application and close-out documents for the Bentonville Municipal Airport Obstruction Removal Project in an amount not to exceed \$13,750.00. Services shall be in accordance with provisions of the Master Agreement executed April 12, 2011. This contract will be funded by an FAA AIP Grant and is subject to said FAA Grant award.
7. Appoint Brian Baldwin to complete an unexpired term of the Airport Advisory Board. This term will expire on September 27, 2015.
8. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services agreement with Sand Creek Engineers, Inc. for Design, Bid Administration and Construction Observation for the Elm Tree Road/72 Intersection Improvements Project for 12% of construction cost plus reimbursables for an estimated cost of \$90,000.00 (figured off a preliminary construction cost estimate of \$750,000.00).
9. Informational for Mayor and City Council - Attached is the Overlay List for 2015 with projected costs and vicinity maps of those locations.
10. Budget adjustment in the amount of \$2,842.01 to be used to repair a 2009 Chevy Impala, unit # 2010-80 that was damaged on 2-27-15 (MVA # 2015-7422). The damage was the result of one of two weather related accidents in which two other drivers lost control, moments apart from one another, and hit our vehicle. The budget adjustment amount is sourced from the Auto Club Insurance settlement related to the accident. The other accident damage related to this vehicle was paid directly to the repair shop.

11. Budget adjustment in the amount of \$2,038.99 to be used to repair a 2010 Crown Vic, unit # 2010-84 that was damaged while parked and unoccupied on 3-29-15 (MVA # 2015-10766). The damage was caused by a reckless driver that was subsequently arrested. The budget adjustment amount is sourced from the Equity Insurance settlement related to the accident.
12. Request that the City Council declare certain items as being surplus, specifically approximately 22 in car camera systems. Many of these systems are incomplete and some parts are not operational. These cameras systems were manufactured in 2005 by Kustom Signals Inc. and are currently being phased out by the Bentonville Police Department and replaced by a Panasonic product. Transferring these cameras to a smaller law enforcement agency that method of disposing of these law enforcement specific items. The Diamond City Arkansas Police Department has expressed an interest in these cameras and could use them to implement an in car camera system for their agency.
13. Staff requests Council approval of Change Order No. 1 for Forsgren, Inc. for a total increase of \$18,540.00 and increase of 7 days contract time for the South Lift Station Renovation and Force Main Project. This will increase the construction cost of the project from \$2,178,210.47 to \$2,196,750.47. This project is funded with sewer capacity fees.
14. Recommend Mayor and City Council enter into an agreement with Altec for the purchase of a telescoping (aerial trucks) for the City of Bentonville Electric Department in the amount of \$98,033.00 and waiving the requirement of competitive bidding.
15. Recommend the Mayor and City Council award bid #15-23 for 1/0 underground wire to the Stuart Irby Company in the amount of \$117,757.50.