

1. Agenda

Documents:

[JUNE 23, 2015 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JUNE 23, 2015 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, June 23, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, June 23, 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: June 9, 2015**

AGENDA

1. Planning:
 - 1a. **Thomas and Judith Terrell: Rezoning, R-1, Single Family Residential to D-E, Downtown Edge, 202 Southeast 7th Street.**

(Pages 5-10)

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from R-1 to D-E to construct new housing in the downtown area.
2. Reappointment of Scott Eccleston effective 7-1-15 to the Planning Commission. Scott Eccleston will be appointed to a 5 year term ending July 1, 2020.

(Pages 11-13)
3. Request the City Council approves re-opening the position of "Senior Planner" in Grade 32. This position was last open in 2005 as a Grade 33, and has remained vacant since. During the salary survey process in 2014, we re-graded this position to Grade 32. The Community Development department has two (2) employees currently in the "Planner" position that they want to promote to Senior Planners. There are no additional un-budgeted costs associated with this change.

(Page 14)

4. A public hearing and ordinance vacating an alley located within Dunn and Davis Addition to the City of Bentonville, Arkansas, Benton County, Arkansas.
(Pages 15-17)
5. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services contract with McClelland Consulting Engineers, Inc. for the Watertower Rd./SE 8th Improvements Project for surveys, geotechnical investigation, design, bid administration, staking and construction administration in an amount not to exceed \$777,500.00. This project has an initial construction estimate of \$8 Million. See attached memo, contract and other supporting documents.
(Pages 18-78)
6. Council approval of a resolution extending the 2014 annual street striping contract with Time Striping, Inc. for the year 2015 at previously bid unit prices in an amount not to exceed \$30,000. See attached memo and supporting documents.
(Pages 79-84)
7. Award bid #15-31 to Hutchens Construction for the 2015 Overlay for the Street Department.
(Pages 85-87)
8. Budget adjustment in the amount of \$2,798.66 to be used to repair a 2013 Chevy Tahoe, unit # 2010-25, and a 2013 Chevy Tahoe, unit # 2015-19. These units were damaged on April 29, 2015 (MVA # 2015-14814) in a minor parking lot incident. The funds to repair these vehicles (\$1,918.29 and \$880.37 respectively, for a total of \$2,798.66), not including deductibles, will be sourced from an Arkansas Municipal League Vehicle Program settlement. **(Pages 88-89)**
9. This is a request for a budget adjustment in the amount of \$2,000.00 to be used for training purposes. This training would be partially funded by two recent contributions to the Police Department. These contributions include a donation from Walmart Stores Inc. in memory of Chief James Allen (\$1,000.00), and a Walmart Giving Program Grant through Store 4376 (\$1,000.00). These funds, used in conjunction with our existing training budget, will provide specialized training in honor of Chief James Allen (1954-2015). The planned specialized training will consist of a leadership based seminar to be held on July 29th, 2015 at Fulbright Jr. High School. The accredited training will be endorsed and assisted by the Arkansas Criminal Justice Institute (CJI). In addition to the officers and staff of the Bentonville Police Department, other local law enforcement, City of Bentonville staff members, Walmart Stores Inc. Associates and Bentonville Public School staff members will attend this one day training event called "Leaders Without Titles."
(Pages 90-91)
10. Recommend Mayor and City Council award the 6-month blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$340,663.95. Items will be ordered on an "as needed" basis.
(Pages 92-102)
11. Recommend Mayor and City Council award the 6-month blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$51,762.00. Items will be ordered on an "as needed" basis.
(Pages 103-105)
12. Recommend Mayor and City Council award the 6-month blanket bid for water and sewer materials to the lowest bidder as shown on the attached bid

tabulation in the amount of \$231,918.30. Items will be ordered on an “as needed” basis. **(Pages 106-114)**

13. Approve bid award to Affiliated FM for City's property insurance (July 8, 2015 to July 8, 2016.) **(Pages 115-116)**

**City Council
Agenda
June 23, 2015**

Thomas and Judith Terrell: Rezoning, R-1, Single Family Residential to D-E, Downtown Edge, 202 Southeast 7th Street.

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from R-1 to D-E to construct new housing in the downtown area.



The City of Bentonville, Arkansas

PC Meeting of: June 16, 2015

305 S.W. "A" Street
Bentonville, AR 72212
Telephone: (479) 271-3126
Fax: (479) 271-5906

REZONING: Terrell, R-1, Single Family Residential to D-E, Downtown Edge
Current Planning Division Correspondence: Planning Commission Staff Report

TO: City of Bentonville, Arkansas Planning Commission
FROM: Beau Thompson, Planner
THRU: Troy Galloway, AICP, Community Development Director
DATE: June 16, 2016

GENERAL INFORMATION

H.T.E. Project Number: 15-09000020

Applicant/Current Owner: Thomas and Judith Terrell

Representative: Todd Jacobs

Requested Action: Rezoning

Location: 202 Southeast 7th Street

Existing Zoning: R-1, Single Family Residential

Proposed Zoning: D-E, Downtown Edge

Future Land Use Map Designation: Mixed Use

BACKGROUND / HISTORY

Property Description/Site Inspection: A site inspection was completed; this property is the site of a single family residence in redeveloping area of the downtown.

Previous Rezoning Requests for this Property: There are no known rezonings for the property.

Surrounding Land Uses & Zonings:

Direction	Current Land Use	Existing Zoning	Future Land Use Map Designation
North	Single Family Residential	R-1, Single Family Residential	Downtown Mixed Use Residential
South	Single Family Residential	D-E, Downtown Edge	Mixed Use
East	Single Family Residential	R-1, Single Family Residential	Mixed Use
West	Single Family Residential	D-E, Downtown Edge	Mixed Use

Surrounding Streets & Classifications:

Direction	Name	Master Street Plan Classification	Current Condition
North	-	-	-
South	-	-	-
East	-	-	-
West	Southwest 'C' Street	Local Street	2 lane urban residential Street

LEGAL NOTIFICATIONS

Public Notice: On, May 14, 2015, the property owner and/or representative mailed certified public notices to property owners within a 200 foot radius of the subject site and staff published a legal notice in the Arkansas Democrat-Gazette, Northwest Arkansas Addition on, May 31, 2015. In addition, staff posted a notice of public hearing sign on the property on June 1, 2015. This **DOES** meet legal noticing requirements and are adequate for the scope of this rezoning application.

RELATIONSHIP TO THE GENERAL PLAN AND FUTURE LAND USE MAP

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding(s) of Staff: The Master land use plan depicts this property has Downtown Mixed Use which is consistent with the proposed request of D-E, Downtown Edge. Appropriate policies shall provide for a transition area between downtown commercial and single family residential. According to Policy LU-16 Infill Development of the General Plan "The City shall encourage the development of mixed-use and residential projects with in the downtown area to increase the community's housing stock and to enhance the vitality of downtown businesses. Policy LU-23 Housing Types states "the City should encourage the development of a mix of housing types to the meet the needs of residents...". The proposed rezoning will meet the intent of both policies therefore the request is consistent with good land use planning and the general plan.

2. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding(s) of Staff: The proposed development will not create an increase to traffic danger in the area. The existing street infrastructure is adequate for the proposed traffic.

3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

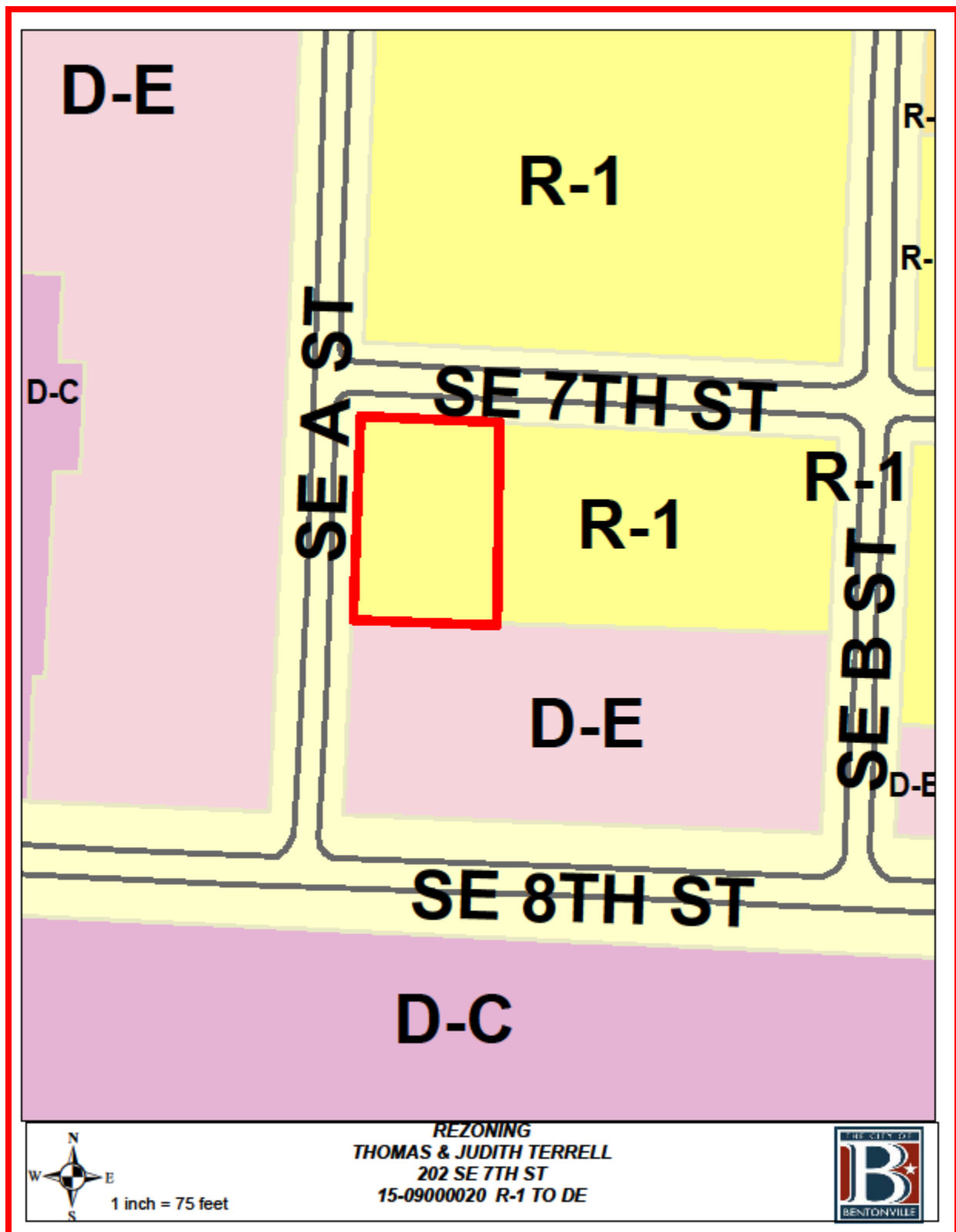
Finding(s) of Staff: **The proposed zoning will not adversely impact the public infrastructure.
Emergency services are adequate at this location.**

ANALYSIS, CONCLUSION, & SUMMARY

The rezoning request is consistent with the City of Bentonville's Future Land Use Map, which depicts this property as downtown mixed use. According to the general plan this designation permits for a range of residential types with supportive neighborhood-scale commercial uses. The Downtown Edge zoning classification creates an area of transition between the downtown core and the low density residential to the north and east. The Downtown Edge allows for commercial and residential mixed use developments and will have the greatest potential for infill and redevelopment. The proposed zoning will add density to downtown therefore helping retain current commercial uses in the downtown area.

STAFF RECOMMENDATION

Staff has reviewed this application and based on the findings presented in this staff report, staff recommends **APPROVAL** of this rezoning from R-1, Single Family Residential to D-E, Downtown Edge



April 27, 2015

City of Bentonville
305 SW A Street
Bentonville, Arkansas 72712

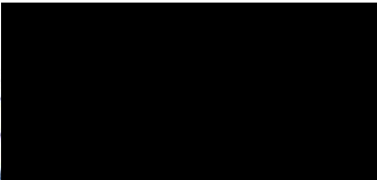
RE: Property at corner of SE A St and SE 7th Street – Rezoning Request

Dear Mr. Stanley,

In keeping with the Bentonville Downtown Master Plan to increase residential housing opportunities and have a vibrant downtown, we are requesting that the property located at corner of SE A St and SE 7th street, which is currently zoned R-1, to be rezoned to DE. This zoning change will allow for new housing to be built on this property later this year. The properties directly to the West and South of this parcel are currently zoned DE and we believe this rezoning will further stabilize the neighborhood and improve the streetscape on the corner of SE A St and SE 7th St. In addition, this rezoning will allow us to build housing for individuals who are looking for housing in the downtown area and do not want to be 100% car dependent.

The property will only be used for residential purposes, and will be rear loaded to limit the impact vehicles can have along the streetscape. Minimal traffic increase is expected and no signage is proposed for the infill housing. The new housing will be served by existing water and sewer lines which are run along the length of SE A and SE 7th street.

Sincerely,



Todd Jacobs

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO D-E, DOWNTOWN EDGE.

WHEREAS, Thomas and Judith Terrell, duly filed a petition with the City Planning Commission requesting that the hereinafter described real property situated in Benton County, Arkansas, be changed from its present classification to D-E property to be used in accordance with city zoning laws and state laws; which property is described as follows:

Lot 6 and the west one-half of Lot 7, Southside Addition to the City of Bentonville, Benton County, Arkansas, as shown in plat record C, page 206

WHEREAS, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 16th day of June 2015 in the Council Room of the City of Bentonville; notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and

WHEREAS, the City Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification to D-E property;

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

Section 1: That the above described real property is hereby changed from its present classification to D-E property to be used in accordance with the City zoning laws of the State of Arkansas.

PASSED AND APPROVED this _____ day of _____, 2015

ATTEST

APPROVED

CLERK

MAYOR



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Troy Galloway

Department

Planning

Phone

271-6809

ACTION REQUIRED:

Reappointment of Scott Eccleston effective 7-1-15 to the Planning Commission. Scott Eccleston will be appointed to a 5 year term ending July 1, 2020.

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	\$ -

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





June 18, 2015

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Reappointment of Scott Eccleston to the City of Bentonville's Planning Commission.

I recommend Scott Eccleston for reappointment to the City of Bentonville's Planning Commission. Mr. Eccleston's term will expire on July 1, 2020.

Bob McCaslin

From: Scott Eccleston

Sent: Friday, June 12, 2015 9:17 AM

To: Troy Galloway

Subject: Reappointment

Troy,

I would appreciate the opportunity to be reappointed to the Bentonville Planning Commission. Please use this email as my formal request.

Scott Eccleston



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request the City Council approves re-opening the position of "Senior Planner" in Grade 32. This position was last open in 2005 as a Grade 33, and has remained vacant since. During the salary survey process in 2014, we re-graded this position to Grade 32. The Community Development department has two (2) employees currently in the "Planner" position that they want to promote to Senior Planners. There are no additional un-budgeted costs associated with this change.

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	\$ -

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





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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

ACTION REQUIRED:

A public hearing and ordinance vacating an alley located within Dunn and Davis Addition to the City of Bentonville, Arkansas, Benton County, Arkansas.

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	\$ -

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



ORDINANCE NO _____

**ORDINANCE VACATING AN ALLEY LOCATED WITHIN DUNN AND DAVIS ADDITION TO
THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed by Bike Rack Group with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate an alley located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of Block 5, Dunn and Davis Addition, City of Bentonville, Benton County, Arkansas, and more particularly described as follows:

The East 144 Feet of a 12 Foot wide alley adjacent and between the South line of Lot 5 and the North line of Lot 8 of said of said Block 5, Dunn and Davis Addition.

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 alley/right of way vacation 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 alley vacation.

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 an alley vacation designated as follows:

Part of Block 5, Dunn and Davis Addition, City of Bentonville, Benton County, Arkansas, and more particularly described as follows:

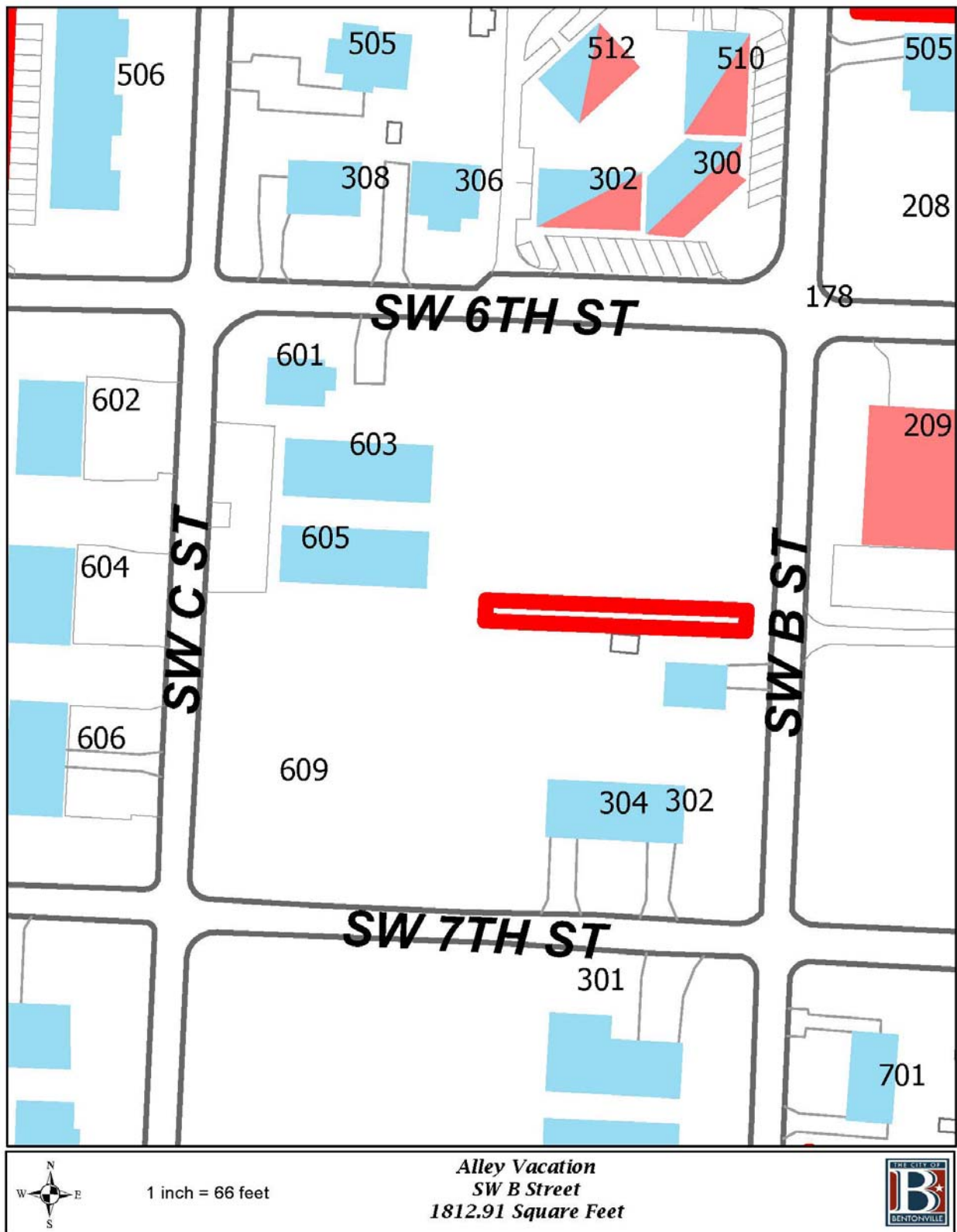
The East 144 Feet of a 12 Foot wide alley adjacent and between the South line of Lot 5 and the North line of Lot 8 of said of said Block 5, Dunn and Davis Addition.

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, Ark.**

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





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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 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 contract with McClelland Consulting Engineers, Inc. for the Watertower Rd./SE 8th Improvements Project for surveys, geotechnical investigation, design, bid administration, staking and construction administration in an amount not to exceed \$777,500.00. This project has an initial construction estimate of \$8 Million. See attached memo, contract and other supporting documents.

COST TO CITY:

Cost of this Request: NTE \$777,500.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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: June 12, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: McClelland Engineers Design Contract for Watertower/8th St. Project

This contract is for surveys, geotechnical investigation, design, bid administration, staking and construction administration for the Watertower Rd./ SE 8th St. Improvements project. This is a project that was identified as a significant project on our bond program list. This project will consist of the widening of Watertower Road from SE 14th (Hwy 102) to Battlefield Blvd. and the extension of 8th Street from the new I-49 Interchange to Watertower Road. A GIS aerial map is included to give an idea of the limits of the project.

City of Bentonville GIS



- Legend**
- Street Names
 - Benton County Tax Parcels
 - Roadway Data
 - Bridges
 - County Pavement
 - Bella Vista footprints
 - <all other values>
 - Commercial
 - Residential
 - Centerton Footprints
 - <all other values>
 - Unknown
 - Commercial
 - Misc
 - Mobile Home
 - Residential Multifamily
 - Single Family Residential
 - Bella Vista Bypass
 - Lake Areas
 - Streams
 - City Limits
 - AVOCA
 - BELLA VISTA



1: 10,884

This map is a representation of ground features and is not a legal document of their locations and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION OR AS A LEGAL OR OFFICIAL REPRESENTATION OF BOUNDARIES.



AGREEMENT
BETWEEN CITY OF BENTONVILLE AND
MCCLELLAND CONSULTING ENGINEERS, INC.
FOR
PROFESSIONAL SERVICES

WATER TOWER ROAD & 8TH STREET EXTENSION
WEST HUDSON (HWY 102) TO EAST BATTLEFIELD BLVD

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 
ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 23rd , 2015 ("Effective Date") between
The City of Bentonville, Arkansas ("Owner") and
McClelland Consulting Engineers, Inc ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

New construction of 8th Street Extension from Interstate 49 to Water Tower Road approx. 1,850 LF. The new construction will consist of a 4-lane arterial roadway with sidewalk, greenspace and curb & gutter section. Improvements to also provide roadway drainage, signing and pavement markings. Reconstruct and widen approx 5,300 LF of Water Tower Road located between West Hudson Road (Hwy 102) and East Battlefield Boulevard, upgrading the existing asphalt 2-lane street to 4-lane boulevard for approx. 3,300 LF and 4-lanes arterial for approx. 2,000 LF, to include sidewalk, greenspace and curb & gutter. Improvements will also include storm drainage (not underground detention) and street intersection/ traffic control enhancements. ("Project"). Both roadways (8th Street Extension and Water Tower Road) will intersect just north of the existing City's water tower, likely utilizing a 2-lane roundabout for the intersection design,

Engineer's services under this Agreement are generally identified as follows:

Provide professional engineering design services, topographical survey, geotechnical and easement/ right-of-way documentation, construction administration & part-time observation services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A with supplemental information as provided in appendix A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. 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.
- C. If Owner 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.
- D. Owner 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.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *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, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner 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.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* 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. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
 - C. *Consultants:* 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 Owner.
 - D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, 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. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or 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. Owner 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. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. 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.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. 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 agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *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. Owner 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. Either party to this Agreement 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. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
 - 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. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
 - F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- 6.04 *Insurance*
- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
 - B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability

policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.

- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its 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, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

- 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

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 Owner 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 Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B 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 under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner 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 as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner 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 Owner or Engineer to any Contractor, 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 Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner 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 Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner 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 or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner 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 Owner: (1) retains appropriate specialist consultants or contractors 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. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "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.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages 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 Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, 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 (1) 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 (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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.

6.11 *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 Owner and Engineer, which 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.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
 - 1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
6. *Construction Cost* – The cost to Owner 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; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
7. *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.
8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *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 Owner pursuant to this Agreement.

12. *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.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *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.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *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.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
32. *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 Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’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 Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services + Appendix B, Design Schedule.
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- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. *"Not Included."*
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. *"Not Included"*
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

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

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner:

City of Bentonville

By: _____

Title: Mayor

Date

Signed: _____

Engineer:

McClelland Consulting Engineers, Inc.

By: _____

Title: President, Fayetteville

Date

Signed: 6-5-15

Engineer License or Firm's
Certificate No. _____

State of: Arkansas

Address for giving notices:

City of Bentonville

117 West Central Avenue

Bentonville, Arkansas 72712

Address for giving notices:

McClelland Consulting Engineers, Inc.

P.O. Box 1229

Fayetteville, Arkansas 72702-1229

Designated Representative (Paragraph 8.03.A):

Mike Churchwell

Title: Transportation Director

Phone Number: 479-271-6840

Facsimile Number: 479-271-6807

E-Mail Address: mchurchwell@bentonville.com

Designated Representative (Paragraph 8.03.A):

Kevin Beaumont

Title: Vice President, Transportation.

Phone Number: 479-443-2377

Facsimile Number: 479-443-9241

E-Mail Address: kbeaumont@mcclelland-engrs.com

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
 2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
 3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
 4. ~~Identify and evaluate 3 alternate alignment solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project. The alignment options to consider are: i) follow existing alignment, ii) following the eastern most edge of pavement and iii) incorporation of horizontal curve at southern end to improve visibility at intersection with West Hudson Road.~~
 5. ~~Prepare a Preliminary Engineering Report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
 6. ~~Perform or provide the following additional Study and Report Phase tasks or deliverables:
-Intersection Design Evaluation
-Geotechnical Investigation~~
 7. ~~Furnish 2 review copies of the Report and any other deliverables to Owner within 90 calendar days of the Effective Date and review it with Owner. Within 15~~
-

~~calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~

- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish 2 copies of the revised Report and any other deliverables to the Owner within 20 calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

A1.02 Preliminary Design Phase (30%, 60% and 90% Plans)

A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project. These documents shall be submitted at 30%, 60% and 90% stages for review.
2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: *Coordination with utility companies at 30%, 60% and 90% plan stages.*
6. Furnish 2 review copies of the Preliminary Design Phase (30% submittal) documents and any other deliverables to Owner within 135 calendar days of authorization to proceed with this phase, and review them with Owner. Within 21 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase (30% submittal) documents and any other deliverables.
7. Revise the Preliminary Design Phase (30% submittal) documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase (60% submittal) documents, revised opinion of probable Construction Cost, and any other deliverables within 148 calendar days after receipt of Owner's comments.
8. Revise the Preliminary Design Phase (60% submittal) documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 2 copies of the revised Preliminary Design Phase (90% submittal) documents, revised

opinion of probable Construction Cost, and any other deliverables within 45 calendar days after receipt of Owner's comments.

9. No Public meeting is slated for the project. However, attendance at one public meeting following the 30% plan submittal and provide written document with a summary of the public comments to the Owner, and assist the Owner in addressing these public comments can be negotiated. Provide the necessary exhibits for the public meeting.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase (Final Plans)*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Provide Owner a revised opinion of probable Construction Cost.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - *Stormwater Pollution Prevention Plan.*
 - *Easement Preparation, Right-of-Way Documentation, including Exhibit A maps, boundary resolution. To include title search work.*
 - *Coordinate with utility companies.*
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within 15 days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 15 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 - 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 - 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 - 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 - 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: *Provide 2 bound copies of Bid Documents when project is advertised for bids. Provide 2 bound copies of Bid Forms and Bonds complete with copies of original bids following completion of bid review process. Prepare and issue Notice to Proceed to Contractor.*
 - B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).
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A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* DELETED.
3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.P.
4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an

experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. 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 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 Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
12. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent

evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: Not applicable at this time.
19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such

defects, and make recommendations as to replacement or correction of defective Work, if any.

2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables: *Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner. Record drawings will include surveyed elevations of pipes and culverts.*
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
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7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
 14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, ~~and any type of property surveys or related engineering services needed for the transfer of interests in real property~~; and providing other special field surveys.
 15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
 16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
 17. ~~Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
 18. Preparation of operation and maintenance manuals.
 19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
 20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
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21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner in advance that Engineer ~~is will immediately commence~~ to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
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8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner'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 Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner'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 relating to existing surface or subsurface structures at 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 Owner 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 Part 2 of Exhibit A of 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 Owner 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. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, 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 Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - J. Place and pay for advertisement for Bids in appropriate publications.
 - K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner 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.
 - L. Furnish to Engineer data as to Owner'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 Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
 - M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
 - N. 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 limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
 - O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
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- P. 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 Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services:
 - 1. Right of Way and easement acquisition and associated items required to obtain this such as title work and/or boundary survey.

This is **EXHIBIT C**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
3. The total compensation for services under Paragraph C2.01 is estimated to be \$777,500.00 based on the following estimated distribution of compensation:
 - a. Topographical Survey/ Boundary Survey /Boundary Resolution/ ROW Acquisition \$ 92,000.00
 - b. Geotechnical \$ 10,000.00
 - c. Preliminary Design Phase (Discovery/ Traffic Study/ 30% & 60% Design) \$ 302,500.00
 - d. Final Design Phase \$ 128,000.00
 - e. Bidding or Negotiating Phase \$ 5,000.00
 - f. Construction Phase (CAS & Admin) \$ 240,000.00
 - g. Post-Construction Phase \$ N/A
4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of October 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation for Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.10.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.10.
- B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C. Estimated Compensation Amounts:

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
-

COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of October 1st) to reflect equitable changes in the compensation payable to Engineer.

C. Other Provisions Concerning Payment For Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
-

This is **Appendix 1 to EXHIBIT C**, consisting of 1 pages,
referred to in and part of the **Agreement between Owner
and Engineer for Professional Services** dated June 23rd,
2015.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$ 0.03 /page
8"x11" Copies/Impressions	0.03 /page
Blue Print Copies	0.13 /sq. ft.
Reproducible Copies (Mylar)	/sq. ft.
Reproducible Copies (Paper)	0.13 /sq. ft.
Mileage (auto)	/mile
Field Truck Daily Charge	/day
Mileage (Field Truck)	/mile
Field Survey Equipment	/day
Confined Space Equipment	/day plus expenses
Resident Project Representative Equipment	/month
Specialized Software	/hour
CAD Charge	/hour
CAE Terminal Charge	/hour
Video Equipment Charge	/day, \$ /week, or \$ /month
Electrical Meters Charge	/week, or \$ /month
Flow Meter Charge	/week, or \$ /month
Rain Gauge	/week, or \$ /month
Sampler Charge	/week, or \$ /month
Dissolved Oxygen Tester Charge	/week
Fluorometer	/week
Laboratory Pilot Testing Charge	/week, or \$ /month
Soil Gas Kit	/day
Submersible Pump	/day
Water Level Meter	/day, or \$ /month
Soil Sampling	/sample
Groundwater Sampling	/sample
Health and Safety Level D	/day
Health and Safety Level C	/day
Electronic Media Charge	/hour
Long Distance Phone Calls	at cost
Mobile Phone	/day
Meals and Lodging	at cost

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	\$	141.00 - 195.00/hour
Sr. Project Manager	\$	140.00 - 160.00/hour
Project Manager	\$	115.00 - 135.00/hour
Project Engineer III	\$	115.00/hour
Project Engineer II	\$	105.00/hour
Project Engineer I	\$	90.00/hour
Engineering Tech IV	\$	105.00/hour
Engineering Tech III	\$	90.00/hour
Engineering Tech II	\$	65.00/hour
Engineering Tech I	\$	55.00/hour
Landscape Arch II	\$	75.00/hour
Landscape Arch I	\$	60.00/hour
Chief Draftsman	\$	75.00 - 90.00/hour
Survey Technician	\$	75.00 - 95.00/hour
Survey(2-Man or 1-Man/Robotic)	\$	117.00 - 148.00/hour
Field Survey - 1 Man	\$	45.00 - 85.00/hour
Construction Observer IV	\$	105.00/hour
Construction Observer III	\$	80.00/hour
Construction Observer II	\$	61.00/hour
Construction Observer I	\$	55.00/hour
Office Admin	\$	50.00 - 65.00/hour
Clerical	\$	45.00 - 65.00/hour

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: City of Bentonville
Owner

And To: _____
Contractor

From: McClelland Consulting Engineers, Inc.
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, _____, and the terms and conditions set forth in this Notice.

By: Kevin Beaumont

Title: Vice President, Fayetteville

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
 2. This Notice reflects and is an expression of the professional judgment of Engineer.
 3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
 4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.
-

This is **EXHIBIT G**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|----------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$1,000,00.00 |
| 2) Disease, Policy Limit: | \$1,000,000.00 |
| 3) Disease, Each Employee: | \$1,000,000.00 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000.00 |
| 2) General Aggregate: | \$2,000,000.00 |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ _____ |
| 2) General Aggregate: | \$2,000,000.00 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$1,000,000.00 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ _____ |
| 2) Annual Aggregate | \$2,000,000.00 |
| g. Other (specify): | \$ _____ |
-

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: Owner 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 [To be determined]. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed *the total compensation paid under this Contract*.

This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015.

Special Provisions

Paragraph(s) ____ of the Agreement is/are amended to include the following agreement(s) of the parties:

N/A

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 23rd, 2015..

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: City of Bentonville
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Water Tower Road and 8th Street Extension

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____

d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

City of Bentonville

McClelland Consulting Engineers, Inc

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

APPENDIX 'A'

SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT

CITY OF BENTONVILLE, ARKANSAS

WATER TOWER ROAD AND 8TH STREET EXTENSION; WEST HUDSON ROAD (HWY 102) TO EAST BATTLEFIELD BOULEVARD

1. Scope of Project

- a. Reconstruct and widen "Water Tower Road" between West Hudson Road/Highway 102 and East Battlefield Boulevard. In addition, construct "8th Street Extension" from Interstate 49 to Water Tower Road, these street improvements total a distance of approximately 7,200 linear feet.
- b. Design the Water Tower Road improvements as an Arterial Street comprising:
 - i. A 4-lane section between East Battlefield Boulevard and the intersection with the 8th Street Extension. The 4-lane section shall be 48' wide back-of-curb (boc), with 6' wide sidewalk and 8' greenspace on each side of the roadway. The above stated road width is subject to design review and, may be reduced at the CITY OF BENTONVILLE's direction.
 - ii. An Arterial Boulevard Street between the intersection with the 8th Street Extension and Hwy 102 to the south, having a combination of 4-lane divided (with median) and 4-lane sections with turn lanes. These particular 4-lane sections shall be 68' wide boc, with 6' wide sidewalk and 4' greenspace on both sides of the roadway. The exception to this shall be along the west side of Water Tower Road, between SE NWACC Boulevard and Hwy 102 to the south, where the design shall incorporate a 10' wide multi-use trail with 4' greenspace. The sidewalk along the east side of Water Tower Road maybe designed against the back of curb in areas that will not allow 4' greenspace between back of curb and sidewalk. All driving lanes shall be 11' wide.
 - iii. Consideration to be given to connectivity to SE 6th Street and SE 8th Street.
 - iv. Intersection improvements with Hwy 102 /West Hudson Road to provide opposing protected left turn movements Bekaert Drive and Water Tower Road. Realignment shall occur on Water Tower Road to facilitate this.
- c. Design 8th Street Extension between the proposed I-49 Interchange and Water Tower Road as an Arterial street. The roadway heading east from the proposed Interstate 49 Interchange (designed by others) shall immediately transition from 5-lane with 6' sidewalk against the back of curb on both sides of the roadway to a 4-lane (48' boc) with 6' wide sidewalk on both sides and 8' greenspace. Alignment of the 8th Street Extension shall be routed so as to minimize the impact on the existing grove of Delta Post Oak trees that are located on the east side of the NWACC campus, adjacent to Water Tower Road. The design of the

8th Street Extension shall also incorporate a lighted 12' wide by 10' high pedestrian crossing, in a north-south direction under the new street adjacent the proposed I-49 interchange, so as to provide connectivity to both sides of NWACC property.

- d. Design a two-lane roundabout for the intersection of the 8th Street Extension and Water Road to both the north and south. To include connection to the Auburn Street to the east of Water Tower Road.
- e. Street improvements are to include an asphalt composite pavement design, concrete curb and gutters, an underground piped drainage system, multi-use trail and sidewalks. Design of underground detention is NOT anticipated but if required, it would be an additional service.
- f. The relocation and/or installation of a new 12" water line facility owned by the CITY OF BENTONVILLE is to be included in the design and street construction contract.
- g. Design relocation of an existing 6" dia. force sanitary sewer main of approximately under 3,000 LF, owned by the CITY OF BENTONVILLE, is to be included in the scope of the project. The sanitary sewerline relocation will commence on the east side of Water Tower Road (just west of the City's lift station facility) and extend west across the new street prior to heading south along the westside of the new right-of-way for approximately 2,500 LF prior to terminating at the connection to the existing gravity sewer system near Northwest Arkansas Community College.
- h. Undertake the design to relocate approximately 500 LF of existing 8" sanitary sewer force main located at the southern end of the project, if the new street alignment and associated elevations either result in a conflict or, result in an unacceptable depth of cover to the force main.
- i. Coordinate street design and construction facilities with franchise utility companies' relocations to ensure adequate space for all facilities and timely relocations.
- j. Related regulatory agency permits (including Arkansas Highway and Transportation Department and others) are included as needed. Resolving environmental issues, including wetlands, are NOT included.
- k. Prepare construction phasing plans necessary to maintain continued traffic flow at all times, unless agreed otherwise with the CITY OF BENTONVILLE.
- l. Provide related design services including but not limited to design surveys, property surveys, geotechnical investigations and right of way acquisition documents.

2. **Basic Services**

The Scope of Services of the ENGINEER as described in the Agreement are further defined and described hereinafter.

3. **Topographic Surveys**

- a. Survey control shall be established on the State Plane Coordinate System.
- b. Locate all structures, streets, driveways, storm inlets and piping and other features within 100 feet of centerline plus additional structures from parcels from which acquisition will be made.
- c. Locate all utilities, including water, sanitary sewer and sewer force main, routed within the existing street right-of-way, or in close proximity to. See also Section 5, "Utility Surveys & Coordination" below.
- d. Cross section centerline at 50 foot intervals, plus breaks, for a width of 150 feet to define existing conditions. Cross section of intersecting streets for the lengths designated for inclusion in the project.
- e. Profile existing driveways.
- f. Cross section areas in the vicinity of drainage channels. Determine flow line elevations of all drainage facilities (pipes, inlets, ditches, etc.).
- g. Set temporary bench marks at approximately 1,000 foot intervals.
- h. All survey work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

4. **Right-of-Way Surveys**

- a. CITY OF BENTONVILLE will provide ownership information for properties along project route including copies of recorded plats, legal descriptions for unplatted tracts and easements and right of way information.
- b. Perform field surveys to determine existing monumentation and establish land lines, ownership lines, rights-of-way and easements.
- c. Reference existing monuments for replacement after construction.
- d. Stake proposed right-of-way and easements at intervals which will provide intervisible points for appraisal and acquisition purposes. Larger tracts shall be staked at property lines and at intervisible points.

- e. All survey work and related right-of-way work will be conducted with the standards of care as outlined in the Standards of Practice No. 1 (Revised May 21, 2009, updated 8-25-08) Arkansas Standards of Practice for Property Boundary Surveys and Plats.

5. Utility Surveys and Coordination

- a. Request location and size of existing overhead and underground utilities from the utility companies.
- b. Field locate known, marked and/or observable utilities within the project area. Where conflicts with new construction will or may occur, determine elevations of existing utilities by excavation methods. Excavation and exposure of the utility facilities will be provided by the owner of the utility. In the event the utility owner cannot or will not perform the excavation to expose the utility facilities, the ENGINEER will arrange to have the necessary excavation performed. Prior to performing the excavation, the ENGINEER will coordinate the excavation operations with the utility owner and require that a representative of the utility owner be present during the excavation activities. The costs associated with this work shall be reimbursed by the CITY OF BENTONVILLE.
- c. Using utility field survey data, plot existing utilities on plans.
- d. Attend meetings with each affected utility company to discuss necessary adjustments or relocations and later to discuss their methods and schedule to accomplish the work. A CITY OF BENTONVILLE representative will arrange all meetings with utility companies, unless otherwise agreed.
- e. Review utility adjustment plans and costs with CITY OF BENTONVILLE to determine most feasible combination of street and drainage construction and/or utility relocation to be utilized. Prepare construction plans as directed by CITY OF BENTONVILLE to accommodate utility relocations, including identification of utility easements on right-of-way plans. Final plans shall indicate the location and extent of proposed utility relocations.

6. Geotechnical Investigations

- a. Perform geotechnical investigations in accordance with AASHTO, AHTD, and CITY OF BENTONVILLE criteria.
- b. Perform sampling of subgrade soils by boring and excavation of test pits. A minimum of five (5) test pits shall be provided for in the areas of full street reconstruction. In areas of road widening, a portion of the tests shall be taken in ditch lines, or adjacent thereto, over which pavement structure may be constructed. Four (4) borings shall be drilled within the existing roadway to terminal depths of five (5) feet below existing grade. Existing pavement sections and encountered subgrade soils will be sampled by the test pits and borings.

- c. Perform soil tests to determine soil classifications, moisture content, gradations, and other appropriate tests. Soil classifications (both Unified and AASHTO) to be determined for each type of soil encountered in each boring for depths between subgrade and 8 to 10 feet below. Determine if an impervious soil layer exists (and depth thereto) which would inhibit or prevent free drainage of subgrade soils. Note and inform CITY OF BENTONVILLE of suspected hazardous substances encountered.
- d. From soil samples, determine locations for further sampling (anticipate fill areas and inadequate soil removal areas are to be excluded) for load bearing strength (CBR) tests. CBR tests are to be done on representative subgrade soils.
- e. After establishment of final profile grades, review soil data to determine the adequacy of the in-situ soils as a pavement subgrade assuming wet weather conditions and construction season. Make recommendations as to anticipated soil conditions and reactions to be encountered, amount of undercut to be required, utilization of geotextile/geogrid materials for stabilization, and/or other construction methods or materials to achieve a stable subgrade.
- f. Analyze the data, develop recommendations for structural foundations, slope stability, excavations, embankments, pavement geotechnical investigations not listed above, and pavement designs, and prepare a geotechnical report for the Project.

7. **Conceptual Design Phase**

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet.
- b. Prepare plans and data including the following information:
 - (1) Survey data, centerline and stations, existing improvements, boring locations, bench marks, existing and proposed right-of-way, temporary construction easements and structures.
 - (2) Proposed centerline, pavement configuration, and profile grades for streets. Identify greenspace and sidewalk locations.
 - (3) Establish typical pavement sections.
 - (4) Soils boring information including existing pavement sections. Soils laboratory data, including CBR tests, are not required in the concept phase.
 - (5) Drainage information on concept plans shall include approximate location, size and type of structures and storm drain systems. A drainage area map

shall be furnished. CITY OF BENTONVILLE will provide storm water data, as available, for primary drainage ways.

- (6) Prepare opinions of probable costs for primary and alternate designs including unit cost and total cost.
- (7) Identify water and sanitary sewer facilities requiring relocation.
- (8) Provide report outlining recommendations, summarizing criteria, calculations, and other project information.

8. Preliminary Design Phase

- a. Prepare plan and profile drawings showing all existing facilities. Horizontal scale of drawings to be 1 inch equals 20 feet or larger and vertical scale to be 1 inch equals 5 feet. Prepare preliminary plans, documents and data to include the following:
 - (1) Design and layout all proposed street horizontal and vertical alignment on plan and profile sheets. Show curb and gutters, bike lanes, greenspace, sidewalks, driveways, drainage facilities, and other proposed features and elements.
 - (2) Design and prepare typical street paving sections for all streets.
 - (3) Plot existing cross sections, including driveway and cross streets.
 - (4) Prepare plans of intersecting streets which depict all construction required to provide a smooth transition from the proposed to the existing pavement. Show top of curb elevations or edge of pavement elevations.
 - (5) Perform drainage design calculations and show all existing and proposed drainage facilities on the plans, on both the plan and profile. Show horizontal and vertical location, elevations, grades and structure details. A drainage area map shall be furnished.
 - (6) Prepare plans and details of water and sanitary sewer facilities which require relocation to accommodate construction of the street and drainage improvements.
 - (7) Provide list of Engineer-developed details to be incorporated into plans.
 - (8) Draft preliminary notes on plans to fully describe the construction work to be performed.
 - (9) Prepare recommendations for sequence of construction and prepare preliminary layout of construction phasing and detours.

- (10) Prepare preliminary storm water and erosion control plans.
- (11) Prepare draft copy of special provisions (special conditions) to the construction specifications.
- (12) Prepare cost estimates for preliminary design.
- (13) Provide design documentation including calculations and support data.
- b. Prepare right-of-way plans to include the following:
 - (1) Plans to be drawn at 1" = 50' scale or larger scale.
 - (2) Identify property subdivisions, existing and proposed rights-of-way and easements, ownership names, addresses, utility easements, temporary construction easements and related information.
 - (3) Provide complete information on plans for, and prepare legal descriptions for, acquisition of rights-of-way and easements including residual or severed tracts. Prepare easement and right of way acquisition documents utilizing standard CITY OF BENTONVILLE forms.
 - (4) Provide tabulation of tracts, ownerships, and areas (permanent and temporary construction easements) for each acquisition.
- c. Provide written response to design review comments provided by CITY OF BENTONVILLE.

9. **Final Design Phase**

- a. Prepare final design calculations, plans, profiles, details, paving sections, cross sections, pavement designs, detours and other items.
- b. Prepare construction details which depict all typical items, including but not limited to, curbs, drainage inlets and junction boxes, underdrains, driveways, sidewalks and pavement markings utilizing the CITY OF BENTONVILLE format and standard detail drawings where applicable
- c. Prepare final Specifications and Special Provisions (special conditions) for the construction contract.
- d. Calculate construction quantities and submit copy of calculations.
- e. Provide construction bid proposal form. Provide electronic files containing the bid proposal form in accordance with CITY OF BENTONVILLE requirements.

- f. Prepare a recommendation of construction contract time.
- g. Prepare schedule of construction quality control testing.
- h. Revise and update the summary of pay quantities sheet as necessary.
- i. Prepare opinions of probable costs.
- j. Compile design summary to include complete calculations and design data.
- k. Prepare written response to design review comments provided by CITY OF BENTONVILLE.

10. General

- a. All street cross sections shall comply with the CITY OF BENTONVILLE Master Street Plan 2008, unless otherwise directed by the Owner.
 - b. All street construction shall follow the guidelines described in the CITY OF BENTONVILLE minimum Standard Specifications for Streets, November 28, 2006, unless in conflict with the CITY OF BENTONVILLE Master Street Plan 2008, which shall govern.
 - c. All drainage design shall follow the guidelines of the CITY OF BENTONVILLE Stormwater Management and Drainage Manual, 2008.
 - d. Plans shall be legible on 11" x 17" sheets. One set of reproducible plans will be provided for right-of-way. In addition, preliminary and final plans shall be submitted in an electronic format and be compatible with the current AutoCAD release used by the CITY OF BENTONVILLE.
 - e. Record drawings shall be provided in an electronic form in AutoCAD in addition to the reproducible drawings.
 - f. Attend meetings with Owner and Agencies for plan review, project coordination and right-of-way.
- 11.** The plans, specifications and contract documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under two construction contracts. Demolition of building structures, if required, will be included in the construction contract.

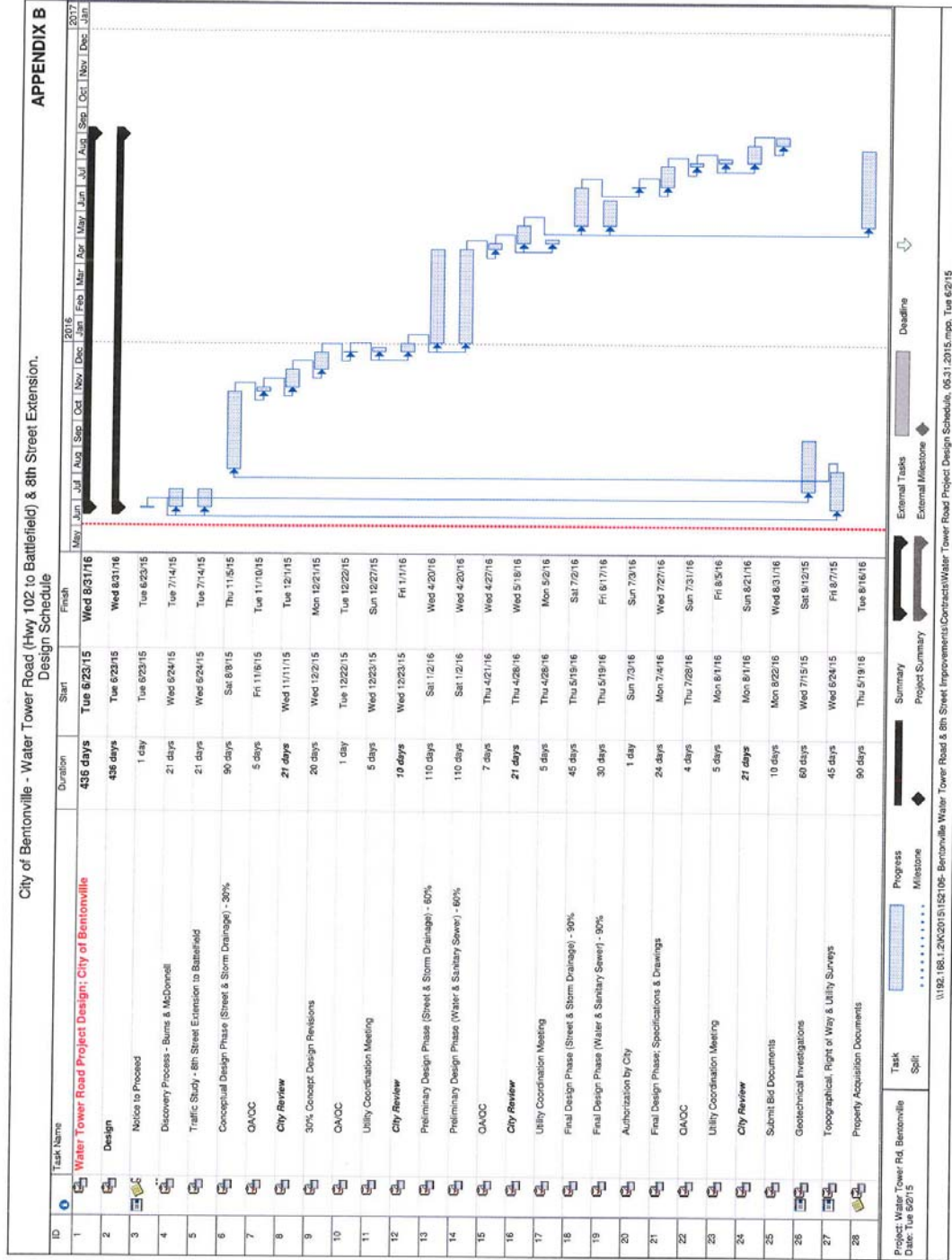
12. The ENGINEER will provide construction contract administration services, including advertisement and opening of bids.

13. The ENGINEER will provide part-time construction observation services for the CITY OF BENTONVILLE. Full time observation shall be provided during installation of water and sanitary sewer lines, all other observation services shall be as required by the nature of the construction activities, minimum 25% attendance. Services may include;

1. Attend pre-construction meeting
2. General construction administration.
3. Change order preparation and review.
4. Pay request review.
5. Submittal review.
6. Final inspection.

Provision of this service is not included within the scope of this contract and, if required, shall be negotiated as a contract amendment between The CITY OF BENTONVILLE and the ENGINEER when required.

14. Subcontracting of services by the ENGINEER shall have prior approval of the OWNER.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
MCCLELLAND CONSULTING ENGINEERS FOR
ENGINEERING SERVICES ASSOCIATED WITH
WATERTOWER ROAD/SE 8TH STREET IMPROVEMENTS
IN THE CITY OF BENTONVILLE.

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 McClelland Consulting Engineers for engineering services including surveys,
geotechnical investigation, design, bid administration, staking and construction administration in
an amount not to exceed \$777,500.00 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	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Mike Churchwell

Department

Transportation

Phone

271-6840

ACTION REQUIRED:

Council approval of a resolution extending the 2014 annual street striping contract with Time Striping, Inc. for the year 2015 at previously bid unit prices in an amount not to exceed \$30,000. See attached memo and supporting documents.

COST TO CITY:

Cost of this Request: NTE \$30,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	30,000
Funds Expended to Date		-
Remaining Budget		30,000
Budget Adjustment		-
Remaining After Adjustment	\$	30,000

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: June 16, 2015

To: City Council, Mayor McCaslin

From: Mike Churchwell

RE: Extension of Annual Street Striping Contract

This item is a request to extent the 2013 annual striping contract with Time Striping, Inc. for the 2015 year at previously bid unit prices. See the attached contract agreement; reference the last sentence of the memorandum to Council of 7/15/13 by Kathy Bertschy, which was approved by Council.

Memorandum

To: City Council Members
CC: Mayor Bob McCaslin, Denise Land
From: Katherine Bertschy, Purchasing Agent
Date: 7/15/2013
Re: 2013 Thermoplastic Pavement Striping

The City of Bentonville requested bids for materials and labor to apply Thermoplastic Pavement marking to the newly overlayed streets as well as streets in need of new pavement markings throughout the City. The bid was to include 4", 12", & 24" striping as well as turn arrows, and other directional markings. There are two companies in our area that provide this service. Only one of these companies submitted a bid.

Time Striping Inc. of Van Buren Arkansas	\$.60 per Linear Foot Striping
	\$175.00 per Turn Arrow (Left & Right)
	\$250.00 per Sharrow
	\$250.00 per PED
	\$300.00 per X-ing
	\$250.00 per Only
	\$500.00 per School Zone

Attached is the listing of quantities for each application.

The Purchasing Office makes the recommendation to award the 2013 Pavement Striping Project bid to Time Striping Inc. of Van Buren Arkansas in an amount not to exceed attached itemized bid amount as attached.

We request that this contract have the option to be renewed for a period of up to two additional years at the same price per unit.

Contract Agreement

This Agreement made as of the 15th day of June in the year 2015

Between the Owner: City of Bentonville
117 West Central
Bentonville, AR 72712-5256
Phone: (479) 271-3112

And the Contractor: Time Striping
P.O. Box 1236
Van Buren, AR 72957

By: Time Striping, Inc.
Contractors License # [REDACTED]

For the application of Thermoplastic Pavement Marking and other identified Thermoplastic Asphalt pavement markings associated with the 2015 Street marking program, located within the City of Bentonville.

The Owner and Contractor agree as set forth below:

Article 1: The Contract Documents

The Contract documents consist of the Agreement, General Conditions of the Contract, any addenda issued prior to execution of these Agreement, other documents listed on this Agreement and Modifications issued after execution of this Agreement: these form the Binding Contract, and are as fully a part of the contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between parties hereto and supersedes prior negotiations, representations of agreements, either written or oral.

Article 2: The Work of this Contract

The contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others, or as follows:

This work consists of the application Thermoplastic Pavement Marking & other Thermoplastic Applications along City of Bentonville Street Surfaces, as associated with the 2015 Street marking program.

Article 3: Date of Commencement and Substantial Completion

The date of commencement shall be the date the Notice to Proceed is issued by the Owner. The Contractor must commence work within five (5) calendar days of the receipt of the Notice to Proceed.

The Contractor shall achieve substantial Completion of the entire Work not later than 45 days after the commencement of contract.

Article 4: Contract Sum

The Owner shall pay the Contractor in current funds for the Contractor's performance the Contract sum NOT TO EXCEED Thirty Thousand dollars and NO/100 ***** \$30,000.00.
Subject to the conditions and deductions as provided in the contract documents. Unit prices per linear foot.

Article 5: Progress Payments

Due to the nature and duration of this Project, a payment schedule will not be necessary. The Owner must approve invoices for payment before payment on Contract will be processed. Payments shall be made not more than two weeks after Owner approval of invoice submittal.

Article 6: Final Payment

Final Payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor and has been accepted by the Owner as being completed and satisfactory; and (2) final invoice has been submitted to the Owner for approval for payment processing.

This agreement shall be in effect as of this 15th day of June 2015.

Owner:

City of Bentonville
Arkansas

By: _____
Bob McCaslin, Mayor

[Corporate Seal]

Attest: _____

Address for giving notices

Contractor:

Time Striping, Inc.

John Townsend - Executive V.P.

[Corporate Seal]

Attest: _____

Address for giving notices
P.O. Box 1236
Van Buren, AR 72957

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO EXTEND THE AGREEMENT WITH TIME
STRIPING, INC. FOR THE ANNUAL STREET STRIPING
PROGRAM.**

**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 extend the Agreement with Time Striping, Inc. for the annual Street Striping Program for the year 2015 at the previously bid unit prices as 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			
X	Bid Award	Bid #	15-31
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Award bid #15-31 to Hutchens Construction for the 2015 Overlay for the Street Department.

COST TO CITY:

Cost of this Request: \$324,524.25

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	350,000
Funds Expended to Date		
Remaining Budget		25,476
Budget Adjustment		-
Remaining After Adjustment	\$	25,476

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: 6-23-2015
TO: City Council, Mayor McCaslin
FROM: Tony Davis, Street Manager
RE: Overlay

The 2015 City of Bentonville overlay bid included projects for the City Streets. The specifications were bid on a per ton basis with the City reserving the right to add or delete quantities depending on availability.

The attached bid tab reflects the low bid by Hutchens Construction for the amount of \$324,524.25. The Street Department recommends the awarding of bid #15-31 to Hutchens Construction for the 2015 City of Bentonville Overlay.

Sincerely,

Tony Davis
Street Manager

CITY OF BENTONVILLE

2014 Street Overlay Project
Bid #15-31

6/15/2015

10:30 AM

Apac McClinton Anchor

	Unit Price	UOM	QTY	Extended Price
Street Overlay ACHMSC	\$ 84.21	Per Ton	2955	\$ 248,840.55
Water Valve	\$ 85.00	Ea	4	\$ 340.00
Manhole Adj.	\$ 160.00	EA	5	\$ 800.00
Milling	\$ 3.02	S.Y.	17629	\$ 53,239.58
Traffic Control	\$ 6,500.00	EA	1	\$ 6,500.00
Yellow 4" marking	\$ 1.10	LF	12016	\$ 13,217.60
White 4" marking	\$ 1.10		600	\$ 660.00
White 12" Marking	\$ 11.00	LF	68	\$ 748.00
White 24" marking	\$ 22.00	LF	186	\$ 4,092.00
White "Only" marking	\$ 330.00	EA	2	\$ 660.00
White "Left Arrow"	\$ 275.00	EA	3	\$ 825.00
White "Sharrow"	\$ 330.00	EA	6	\$ 1,980.00
White "School"	\$ 330.00	EA	1	\$ 330.00
White "XING"	\$ 330.00	EA	1	\$ 330.00
Temp Pavement Marking	\$ 950.00	LS	1	\$ 950.00

Total Bid \$ 333,512.73

Decco

	Unit Price	UOM	QTY	Extended Price
Street Overlay ACHMSC	\$ 81.60	Per Ton	2955	\$ 241,128.00
Water Valve	\$ 124.00	Ea	4	\$ 496.00
Manhole Adj.	\$ 323.00	EA	5	\$ 1,615.00
Milling	\$ 2.50	S.Y.	17629	\$ 44,072.50
Traffic Control	\$ 18,300.00	EA	1	\$ 18,300.00
Yellow 4" marking	\$ 1.05	LF	12016	\$ 12,616.80
White 4" marking	\$ 1.05		600	\$ 630.00
White 12" Marking	\$ 10.80	LF	68	\$ 734.40
White 24" marking	\$ 21.60	LF	186	\$ 4,017.60
White "Only" marking	\$ 324.00	EA	2	\$ 648.00
White "Left Arrow"	\$ 270.00	EA	3	\$ 810.00
White "Sharrow"	\$ 270.00	EA	6	\$ 1,620.00
White "School"	\$ 324.00	EA	1	\$ 324.00
White "XING"	\$ 324.00	EA	1	\$ 324.00
Temp Pavement Marking	\$ 1,320.00	LS	1	\$ 1,320.00

Total Bid \$ 328,656.30

Hutchens Const.

	Unit Price	UOM	QTY	Extended Price
Street Overlay ACHMSC	\$ 82.35	Per Ton	2955	\$ 243,344.25
Water Valve	\$ 63.00	Ea	4	\$ 252.00
Manhole Adj.	\$ 100.00	EA	5	\$ 500.00
Milling	\$ 2.60	S.Y.	17629	\$ 45,835.40
Traffic Control	\$ 10,000.00	EA	1	\$ 10,000.00
Yellow 4" marking	\$ 1.10	LF	12016	\$ 13,217.60
White 4" marking	\$ 1.10		600	\$ 660.00
White 12" Marking	\$ 11.00	LF	68	\$ 748.00
White 24" marking	\$ 22.00	LF	186	\$ 4,092.00
White "Only" marking	\$ 330.00	EA	2	\$ 660.00
White "Left Arrow"	\$ 275.00	EA	3	\$ 825.00
White "Sharrow"	\$ 330.00	EA	6	\$ 1,980.00
White "School"	\$ 330.00	EA	1	\$ 330.00
White "XING"	\$ 330.00	EA	1	\$ 330.00
Temp Pavement Marking	\$ 1,750.00	LS	1	\$ 1,750.00

Total Bid \$ 324,524.25



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$2,798.66 to be used to repair a 2013 Chevy Tahoe, unit # 2010-25, and a 2013 Chevy Tahoe, unit # 2015-19. These units were damaged on April 29, 2015 (MVA # 2015-14814) in a minor parking lot incident. The funds to repair these vehicles (\$1,918.29 and \$880.37 respectively, for a total of \$2,798.66), not including deductibles, will be sourced from an Arkansas Municipal League Vehicle Program settlement.

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	\$ -

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



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Police

Date of Request: June 23, 2015

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
024-2010-375.20-00	Other Income	\$2,798.66		\$ 2,798.66
010-2010-421.44-20	Vehicle Maintenance Repairs		\$2,798.66	\$ (2,798.66)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 2,798.66	\$ 2,798.66	\$ -

Justification:

Arkansas Municipal League Vehicle Program Settlement in the amount of \$2,798.66 to repair two 2013 Chevy Tahoes, unit numbers 2010-19 and 2010-25.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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:

June 23, 2015

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request for a budget adjustment in the amount of \$2,000.00 to be used for training purposes. This training would be partially funded by two recent contributions to the Police Department. These contributions include a donation from Walmart Stores Inc. in memory of Chief James Allen (\$1,000.00), and a Walmart Giving Program Grant through Store 4376 (\$1,000.00). These funds, used in conjunction with our existing training budget, will provide specialized training in honor of Chief James Allen (1954-2015). The planned specialized training will consist of a leadership based seminar to be held on July 29th, 2015 at Fulbright Jr. High School. The accredited training will be endorsed and assisted by the Arkansas Criminal Justice Institute (CJI). In addition to the officers and staff of the Bentonville Police Department, other local law enforcement, City of Bentonville staff members, Walmart Stores Inc. Associates, and Bentonville Public School staff members will attend this one day training event called "Leaders Without Titles."

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	\$ -

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 #	15-27
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$340,663.95. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$340,664

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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: June 15, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Electric Materials bid award #15-27

The City of Bentonville recommends awarding the bids for electric material in the total amount \$340,663.95. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$71,420.45
Stuart Irby in the amount of \$195,868.23
Techline in the amount of \$49,835.15
HD Electrical Supply in the amount of \$17,416.52
Border States in the amount of \$6,123.60

There were multiple companies that did not meet minimum specifications that we establish.

Stuart Irby did not meet spec on line item #101
Techline did not meet spec on line items #64 & 65
HD Supply did not meet spec on line items #17, 55, 64, 101 & 151

This award is for six months, July-December 2015. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	AECL	STUART C. IRBY CO.	TECHLINE	HD SUPPLY	WESCO	BORDER STATES	AECL	STUART C. IRBY CO.	TECHLINE	HD SUPPLY	WESCO	BORDER STATES	LOW TOTAL
1	50	EA	285 002 02101	ARM 3-5/8" X 4-5/8" X 8" -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	\$28.48	\$27.00	\$27.30	\$41.82		\$35.00		\$1,350.00					
2	50	EA	285 002 02102	ARM 3-5/8" X 4-5/8" X 10" -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	\$36.10	\$40.00	\$36.15	\$52.29		\$39.90		\$1,605.00					
3	20	EA	285 002 02155	ARM DEAD END FIBERGLASS 4 X 6 8" MACLEAN # PY08S0004-2E	\$261.91	\$217.00		\$265.14				\$4,340.00					
4	30	EA	285 002 00002	ARM DEAD END FIBERGLASS 4 X 6 X 10" PUPT #DA4000-120-E-4-89X-2	\$286.70					\$339.00		\$8,571.00					
5	10	EA	285 002 02170	ARM FIBERGLASS 8" PUPT- FEATHERLITE #DA3000-94E2-872	\$255.00					\$255.00		\$2,550.00					
6	60	EA	285 002 02183	ARM GALV. 6" #AMI-104 6" X1-1/4" CANTILEVER BRACKET	\$35.00	\$33.15	\$30.00	\$32.96		\$36.20		\$1,977.60					
7	5	EA	285 009 25622	ENCLOSURE 1-PH 15KV 146A STEEL DURHAM #AMSPR12124-D W/GRND NUTS	\$388.00					\$383.00		\$1,790.00					
8	5	EA	285 009 25625	ENCLOSURE 3-PH 15KV 146A STEEL DURHAM #AMSPR32127-D	\$550.00					\$559.95		\$2,750.00					
9	10	EA	285 009 00015	ENCLOSURE BURIAL CONC/CAST FIBERCRETE BOX PAD 1-PH FC39-75- 36-3PH	\$575.00	\$586.00	\$565.00	\$590.00				\$5,650.00					
10	10	EA	285 009 00016	ENCLOSURE BURIAL CONC/CAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LID FC-37-73-2-3PH-1	\$414.00	\$412.00	\$396.00	\$405.00				\$3,960.00					
11	10	EA	285 009 00019	ENCLOSURE BURIAL CONC/CAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LID FC-37-73-2-3PH-2	\$414.00	\$412.00	\$396.00	\$405.00				\$3,960.00					
12	10	EA	285 009 00017	ENCLOSURE BURIAL CONC/CAST FIBERCRETE BOX PAD 1-PH FC-23-37- 32-3PH	\$440.00	\$438.00	\$419.00	\$469.00				\$4,190.00					
13	10	EA	285 009 00018	ENCLOSURE BURIAL CONC/CAST FIBERCRETE MOUNTING PAD LID 1PH FC-22-36-2-1PH-1	\$369.45	\$377.00	\$363.50	\$380.00				\$3,686.00					
14	30	EA	285 009 25667	ENCLOSURE SEC. FIBERGLASS POLYETHYLENE ADVANCED PED #FDX14WB-D-G350	\$181.00	\$178.00	\$178.00	\$203.00				\$5,340.00					
15	100	PR	285 002 60487	WOOD BRACES ARM 60" J4760R OR EQUAL TO (SOLD IN PAIRS)	\$14.40	\$14.25	\$14.39	\$14.20		\$15.97		\$1,420.00					
16	100	EA	280 075 01470	ANCHOR, PISA ROD 3/4"X7" WITH TWIN EYE NUT CHANCE #E102-0044	\$19.04	\$17.75	\$18.65	\$21.16		\$19.98		\$1,775.00					
17	40	EA	280 075 01476	ANCHOR ROD 1" X 9' TWIN-EYE CHANCE #9309	\$42.46	\$43.33	\$42.15	\$42.14		\$49.89		\$1,686.00					

37	500	285 027 EA	38075	PHOTO CELL SUNTECH P124 105-305 BLUE IN COLOR	\$5.40	\$5.65	\$5.56				\$2,700.00								
38	20	285 031 EA	00011	CONDUIT STANDOFF STRAP 2" HUBBELL #CSTK-2	\$3.38	\$3.35	\$3.30	\$4.60			\$65.80								
39	100	285 031 EA	00008	CONDUIT STANDOFF STRAP 3" HUBBELL #CSTK-3	\$3.75	\$4.01	\$3.93	\$4.95			\$373.00								
40	70	285 031 EA	00009	CONDUIT STANDOFF STRAP 4" HUBBELL #CSTK-4	\$3.95	\$4.08	\$3.93	\$5.20			\$272.30								
41	20	285 019 EA	20270	CONDUIT STANDOFF STRAP 5" HUBBELL #CSTK-5	\$5.44	\$5.16	\$4.78	\$6.50			\$55.60								
42	60	285 019 EA	00004	CONDUIT STANDOFF STRAP 6" HUBBELL #CSTK-6	\$4.95	\$4.23	\$4.93	\$6.59			\$297.00								
43	25	285 031 EA	00013	CONDUIT STANDOFF BAR ONLY 12" SF6025-12PNC	\$5.45	\$5.75	\$5.63				\$135.25								
44	30	285 031 EA	00014	CONDUIT STANDOFF BAR ONLY 24" SF6025-24PNC	\$9.40	\$9.65	\$9.66				\$282.00								
45	250	285 031 EA	25980	DEPTH HUBBELL #C9-CSO-12 OR ALUMAFORM #9-CSO-12-4WT	\$26.80	\$26.79	\$26.88	\$32.79			\$6,725.00								
46	25	285 031 EA	00006	CONDUIT STANDOFF BRKT. 12" - 6" DEPTH HUBBELL #C6-CSO-12	\$25.52	\$24.00	\$23.99	\$26.00			\$535.00								
47	400	285 073 EA	15287	CLAMP W-62-1 BLACKBURN	\$1.15	\$1.05	\$1.15				\$460.00								
48	50	285 073 EA	15288	CLAMP W-20-4A BLACKBURN	\$1.83	\$1.60	\$1.85				\$91.50								
49	80	285 073 EA	32399	INSULATOR STRAIN 3' 6CC15-36-R	\$15.52	\$13.74	\$13.34	\$17.74			\$1,248.60								
50	100	285 073 EA	31401	INSULATOR STRAIN 10' 6CC15-120-R	\$24.16	\$22.90	\$23.14	\$30.97			\$2,280.00								
51	10	285 073 EA	32282	INSULATOR SCREW KNOB J089 OR HUBBELL C207-0138	\$3.04	\$2.87	\$2.88	\$3.45			\$28.70								
52	400	285 073 EA	32369	INSULATOR MEDIUM SPOOL V2012/GAMMA #P780656 OR EQUAL TO	\$0.63	\$0.59	\$0.59	\$0.74			\$236.00								
53	150	285 073 EA	32359	INSULATOR PIN C-NECK 6814R-70 OR GAMMA #P781766R OR EQUAL TO	\$2.48	\$2.39	\$2.41	\$2.99			\$358.50								
54	90	285 073 EA	32599	INSULATOR PIN F-NECK 6183R-70 OR GAMMA #P781966R OR EQUAL TO	\$2.82	\$2.79	\$3.20	\$3.56			\$251.10								
55	250	285 073 EA	32678	INSULATOR SUSPEN DEADEND OHIO BRASS #401015-0215	\$9.10	\$8.63	\$8.58	\$10.20			\$2,157.60								

[illegible]



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-29
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$51,762.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$51,762

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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



M E M O R A N D U M

DATE: June 15, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Switchgears bid award #15-29

The City of Bentonville recommends awarding the bids for switchgears in the total amount \$51,762.00. The low bidders for this item are as follows:

Techline in the amount of \$37,941.00
Stuart Irby in the amount of \$13,821.00

This award is for six months, July-December 2015. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

~ 105 ~

Page 1 of 1



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	15-30
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Travis Matlock

Department

Inventory

Phone

479-271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for water and sewer materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$231,918.30. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$231,918

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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: June 15, 2015

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Water Materials bid award #15-30

The City of Bentonville recommends awarding the bids for water material in the total amount \$231,918.30. The low bidders for the various items are as follows:

Ferguson Waterworks in the amount of \$62,541.89
NW Arkansas Winwater in the amount of \$169,376.41

This award is for six months, July-December 2015. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	YEARS QNTY.	UNIT	PART NO.	DESCRIPTION	FERGUSON	HD WATERWORKS	NW ARK. WINWATER	FERGUSON LOW TOTAL	HD SUPPLY LOW TOTAL	WINWATER LOW TOTAL
1	1	EA	340 060 21254	FIRE HYDRANT 5-1/4X3 6" MJ SHOE AVK/CLOW	\$1,620.10	NO BID	\$1,700.00	1,620.10		
2	1	EA	340 060 21266	FIRE HYDRANT 5-1/4X3-1/2 6" MJ SHOE AVK/CLOW	\$1,659.68	NO BID	\$1,735.00	1,659.68		
3	1	EA	340 060 21255	FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW	\$1,699.27	NO BID	\$1,672.00			1,672.00
4	1	EA	340 060 21259	FIRE HYDRANT 5-1/4X4-1/2 6" MJ SHOE AVK/CLOW	\$1,738.65	NO BID	\$1,710.00			1,710.00
5	1	EA	340 060 21256	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	\$1,778.13	NO BID	\$1,732.00			1,732.00
6	1	EA	340 060 00024	FIRE HYDRANT 5-1/4X5-1/2 6" MJ SHOE AVK/CLOW	\$1,817.56	NO BID	\$1,808.00			1,808.00
7	1	EA	340 060 21257	FIRE HYDRANT 5-1/4X6 6" MJ SHOE AVK/CLOW	\$1,856.93	NO BID	\$1,838.00			1,838.00
8	400	FT	658 060 34358	PIPE 6" C-900 CL200 DR-14	\$4.84	NO BID	\$4.82			1,928.00
9	7,000	FT	658 060 34361	PIPE 8" C-900 CL200 DR-14	\$8.29	NO BID	\$8.26			57,820.00
10	100	FT	658 060 34363	PIPE 12" C-900 CL200 DR-14	\$17.82	NO BID	\$17.78			1,778.00
11	490	FT	658 060 34420	PIPE 4" SDR-26 12454B SEWER D3034	\$1.07	NO BID	\$1.06			519.40
12	280	FT	658 060 34394	PIPE 6" SDR-26 12454B SEWER D3034	\$2.29	NO BID	\$2.28			638.40
13	4060	FT	658 060 34433	PIPE 8" SDR-26 12454B SEWER D3034	\$4.13	NO BID	\$4.10			16,646.00
14	700	FT	658 060 34438	PIPE 12" SDR-26 12454B SEWER D3034	\$9.23	NO BID	\$9.18			6,426.00
15	2000	FT	658 091 47073	3/4" CTS DRISCO TUBING SDR9 (100' PER REEL)	\$0.25	NO BID	\$0.26	500.00		
16	6000	FT	658 091 47074	1" CTS DRISCO TUBING SDR9 (100' PER REEL)	\$0.35	NO BID	\$0.35	2,100.00		2,100.00
17	15,000	FT	658 060 00001	TRACER WIRE 10 THIN SOLID COPPER	\$0.16	NO BID	\$0.18	2,400.00		
18	15	EA	659 044 00009	4" ACCESSORY KIT MJ BOLT/GASKET	\$11.60	NO BID	\$12.35	174.00		
19	50	EA	659 044 00003	6" ACCESSORY MJ BOLT/GASKET ONLY	\$14.50	NO BID	\$15.10	725.00		
20	50	EA	659 044 00004	8" ACCESSORY MJ BOLT/GASKET ONLY	\$15.75	NO BID	\$16.45	787.50		
21	10	EA	659 044 00007	12" ACCESSORY MJ BOLT/GASKET ONLY	\$22.33	NO BID	\$23.32	223.30		
22	5	EA	659 044 00113	6" ACCESSORY MJ "WITH" GLAND	\$19.18	NO BID	\$19.90	95.90		
23	50	EA	659 044 00115	8" ACCESSORY MJ "WITH" GLAND	\$21.92	NO BID	\$23.30	1,096.00		

24	5	EA	659 044 00002	4" DI MEGALUG GLAND RETAINER FORD#UFR1400D-4GLAND (SER 1400)	\$15.03	NO BID		75.15	
25	5	EA	659 044 24411	6" DI MEGALUG GLAND RETAINER FORD#UFR1400D-D6 (SER 1400)	\$17.68	NO BID		88.40	
26	5	EA	659 044 00001	8" DI MEGALUG GLAND RETAINER FORD#UFR1400D-D8 (SER 1400)	\$26.98	NO BID		134.90	
27	5	EA	659 044 24417	6" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$25.00	NO BID		125.00	
28	5	EA	659 044 24416	8" MJ DI GLAND RETAINER FOR DUCTILE IRON	\$38.00	NO BID		190.00	
29	10	EA	659 044 24516	4" CIRCLE-LOCK C-900 FORD #UFR1500-C-4	\$22.00	NO BID		220.00	
29	20	EA	659 044 24517	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$25.33	NO BID		506.60	
30	60	EA	659 044 24518	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$33.07	NO BID		1,984.20	
31	5	EA	659 044 24519	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$64.23	NO BID		321.15	
32	15	EA	659 033 01300	ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US	\$138.37	NO BID	\$138.37	2,075.55	2,075.55
33	15	EA	659 033 01310	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$204.13	NO BID	\$212.35	3,061.95	
34	2	EA	659 033 00004	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$706.24	NO BID	\$620.61	1,412.48	1,241.22
35	10	EA	659 017 03130	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$141.11	NO BID	\$147.96	1,411.10	
36	2	EA	659 017 03132	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$126.04	NO BID	\$131.52	252.08	
37	4	EA	659 042 20272	ELL 6" MJ DI FUSION BOND EPOXY COATED	\$118.51	NO BID	\$129.46	474.04	
38	4	EA	659 085 20269	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$176.73	NO BID	\$176.73	706.92	706.92
39	1	EA	659 085 46440	TEE ANCHOR 6X8X6 MJ DI EPOXY COATED FUSION BOND	\$198.65	NO BID	\$198.65	198.65	198.65
40	4	EA	659 085 00002	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	\$345.24	NO BID	\$345.24	1,380.96	1,380.96
41	5	EA	659 085 46445	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$247.28	NO BID	\$247.28	1,236.40	1,236.40
42	1	EA	659 085 46448	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$480.18	NO BID	\$480.18	480.18	480.18
43	1	EA	659 085 46449	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	\$539.78	NO BID	\$519.23	519.23	
44	2	EA	659 085 46256	TEE 8X8X6 EPOXY COATED FUSION BOND	\$219.20	NO BID	\$228.79	438.40	
45	2	EA	659 085 46257	TEE 12X12X12 EPOXY COATED FUSION BOND	\$547.31	NO BID	\$579.51	1,094.62	
46	2	EA	659 027 05030	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$47.95	NO BID	\$51.38	95.90	
47	2	EA	659 027 05040	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$75.35	NO BID	\$78.77	150.70	
48	1	EA	659 027 05060	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$138.37	NO BID	\$150.70	138.37	
49	5	EA	659 065 37277	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$114.39	NO BID	\$119.88	571.95	
50	3	EA	659 073 44381	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$104.80	NO BID	\$111.65	314.40	

51	10	EA	659 073 44350	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$135.63	NO BID	\$147.96	1,356.30	
52	100	EA	670 063 29289	18" BROOKS METER TILE #22HFX1802KS	\$21.50	NO BID	\$22.50	2,150.00	
53	50	EA	670 063 29287	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$17.55	NO BID	\$17.55		877.50
54	75	EA	670 063 29288	2-HOLD METER TILE LID FOR 18" BROOKS METER TILE	\$23.03	NO BID	\$22.92		1,719.00
55	20	EA	670 063 29445	30 X 36 LARGE METER TILE MID-STATES #MSP30X36	\$120.00	NO BID	\$112.00		2,240.00
56	20	EA	670 063 00001	30" METER TILE RING/LID TEXAS SPECIAL E.J.I.W.	\$140.01	NO BID	\$150.00	2,800.20	
57	5	EA	670 067 00003	24" VALVE COVER EXTENSION TYLER #60 6850 SERIES	\$50.69	NO BID	\$50.25		251.25
58	10	EA	670 067 00002	18" VALVE COVER EXTENSION TYLER #59 6850 SERIES	\$48.95	NO BID	\$48.85		488.50
59	50	EA	670 067 49260	5-1/4 VALVE BOX COVER LID	\$11.54	NO BID	\$12.35	577.00	
60	20	EA	670 067 49291	VALVE COVER TOP SHORT 10-T	\$28.07	NO BID	\$28.05		561.00
61	10	EA	670 067 49292	VALVE COVER BOTTOM SHORT 15-B	\$34.55	NO BID	\$32.55		325.50
62	25	EA	670 067 49294	VALVE COVER TOP TALL 16-T	\$40.10	NO BID	\$39.28		982.00
63	25	EA	670 067 49293	VALVE COVER BOTTOM TALL 24-B	\$45.05	NO BID		1,126.25	
64	50	EA	670 067 49364	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #14547	\$14.70	NO BID		735.00	
65	50	EA	670 067 49380	VALVE BOX PAD FORMED CEMENT	\$11.20	NO BID	\$14.00	560.00	
66	5	EA	670 075 50282	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$480.43	NO BID	\$443.00		2,215.00
67	8	EA	670 075 50285	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$764.57	NO BID	\$708.00		5,664.00
68	1	EA	670 075 50288	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,508.14	NO BID	\$1,395.00		1,395.00
69	4	EA	670 075 52331	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$656.50	NO BID	\$725.00	2,626.00	
70	5	EA	670 075 52332	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$969.00	NO BID	\$1,100.00	4,845.00	
71	1	EA	670 075 52330	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$2,221.00	NO BID	\$2,400.00	2,221.00	
72	1	EA	659 029 06610	COMP. COUPLING 4"X 7" CI 6.90-7.22 S/B# 441- 00000510-900	\$57.35	NO BID	\$66.00	57.35	
73	1	EA	659 029 06900	COMP. COUPLING 6" CI 6.90-7.22 S/B# 441- 00000722-900	\$73.50	NO BID	\$84.00	73.50	
74	1	EA	659 029 06610	COMP. COUPLING 6"X 12" CI 6.90-7.22 S/B# 442- 00000722-400	\$155.83	NO BID	\$172.00	155.83	
75	1	EA	659 029 06620	COMP. COUPLING 6"X 12" CI 6.90-7.22 S/B# 442- 07650722-400	\$157.42	NO BID	\$238.00	157.42	
76	1	EA	07000	COMP. COUPLING 8"X12" 9.05-9.45 S/B# 442- 00000945-400	\$215.83	NO BID	\$238.00	215.83	

77	1	EA	659 029 07010	COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442-09850945-400	\$215.83	NO BID	\$238.00	215.83	
78	2	EA	659 029 07020	COMP. COUPLING 8"X12" CLPVC/AC 9.05-9.45/9.46-9.85 S/B# 442-098509450-400	\$215.83	NO BID	\$238.00	431.66	
79	10	EA	659 029 06820	COMP. COUPLING 2"X6" S/B# 525-23800-003	\$22.82	NO BID	\$27.00	228.20	
80	6	EA	659 073 39046	SADDLE 4X1 CC D.S. FORD #F202-526X-CC4	\$18.48	NO BID		110.88	
81	30	EA	659 073 39023	SADDLE 6X1 CC D.S. FORD #F202-760X-CC4	\$23.29	NO BID		698.70	
82	10	EA	659 073 39064	SADDLE 6X1 SS FORD #FS202-690-CC4	\$24.31	NO BID		243.10	
83	8	EA	39065	SADDLE 6X2 SS FORD #FS202-690-IP7	\$45.35	NO BID		362.80	
84	20	EA	659 073 39028	SADDLE 8X1 CC D.S. FORD #F202-979X-CC4	\$25.45	NO BID		509.00	
85	24	EA	39062	SADDLE 8X1 SS FORD #FS202-905-CC4	\$51.00	NO BID		1,224.00	
86	12	EA	659 073 39400	SADDLE 8X2 SS FORD #FS202-905-IP7	\$55.05	NO BID		660.60	
87	6	EA	659 073 39022	SADDLE 12X1 CC D.S. FORD #F202-14.38X-CC4	\$39.55	NO BID		237.30	
88	6	EA	39483	SADDLE 12X1 SS FORD #FS202-1320-CC4	\$72.00	NO BID		432.00	
89	6	EA	659 073 39069	SADDLE 12X2 SS FORD #FS202-1320-IP7	\$73.90	NO BID		443.40	
90	2	EA	670 052 27001	LEAK CLAMP 4X7-1/2 S/B #227-09048007-000 4.74 5.57	\$75.52	NO BID	\$76.00	151.04	
91	2	EA	670 052 27007	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84 7.64	\$87.52	NO BID	\$90.00	175.24	
92	1	EA	670 052 27037	LEAK CLAMP 6X12-1/2 S/B #227-00069012-000 6.84-7.64	\$131.44	NO BID	\$133.00	131.44	
93	1	EA	670 052 27482	LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B 4.80-5.00	\$87.75	NO BID	\$111.00	87.75	
94	1	EA	670 052 27483	LEAK CLAMP 6" BELL JOINT S/B #274-00000690-000 6.80-7.10	\$116.64	NO BID	\$118.00	116.64	
95	2	EA	670 052 27484	LEAK CLAMP 8" BELL JOINT S/B #274-0905-000	\$161.16	NO BID	\$164.00	322.32	
96	6	EA	670 052 27185	LEAK CLAMP 2X3 SS/FC-GASKET S/B #244-023803-000	\$21.80	NO BID	\$24.00	130.80	
97	1	EA	670 052 27186	LEAK CLAMP 2X6 SS/FC-GASKET S/B #244-023806-000	\$40.49	NO BID	\$44.00	40.49	
98	20	EA	670 006 33370	PIPE LUBRICANT 1-GALLON 'EASY ON'	\$9.75	NO BID	\$12.00	195.00	
99	15	EA	670 075 54001	WATER PLUG/PREDOCOFOSROC CEMENT 50LB. PAIL		NO BID	\$27.95	419.25	
100	150	EA	670 063 29243	METER SET 5/8X3/4X7 WITHOUT CHECK B-2404F WITH H-14222N AND H-14227N	\$107.39	NO BID	\$92.00	13,800.00	
101	15	EA	670 063 29241	METER SET 1 X 10 B-2404F WITH H-14222N AND H-14227N	\$177.33	NO BID		2,659.95	
102	10	EA	670 063 29359	METER SET 2" W7712B-1177NL WITH BYPASS	\$651.99	NO BID	\$648.00	6,480.00	

103	10	EA	659 006 01210	ADAPTER MALE LF 1" MUELLER H-15428N	\$12.50	NO BID	\$12.10			121.00
104	10	EA	659 006 01202	ADAPTER MALE LF 3/4" MUELLER H-15428N	\$10.53	NO BID	\$10.50			105.00
105	10	EA	659 006 01208	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N	\$11.57	NO BID	\$11.50			115.00
106	50	EA	659 006 01214	ADAPTER MALE LF 1" X 3/4" MUELLER H-15428N	\$10.98	NO BID	\$10.72			536.00
107	10	EA	659 006 00001	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N	\$50.56	NO BID	\$49.15			491.50
108	50	EA	659 033 14067	COUPLING LF 3/4" 110 COMP MUELLER H- 15403N	\$12.96	NO BID	\$12.96	648.00		648.00
109	100	EA	659 033 14081	COUPLING LF 1" 110 COMP MUELLER H-15403N	\$14.14	NO BID	\$13.52			1,352.00
110	15	EA	659 033 14066	COUPLING GALV/PVC 3/4" FORD #C-45-33NL	\$14.20	NO BID	\$14.22	213.00		
111	10	EA	659 033 14395	COUPLING GALV/PVC 1" FORD #C-45-44NL	\$19.02	NO BID	\$19.06	190.20		
112	10	EA	659 033 14064	COUPLING GALV/PVC 3/4" X 1" FORD #C-45- 43NL	\$15.96	NO BID	\$15.90			159.00
113	10	EA	659 033 14056	COUPLING ST. 3/4" X 1" FORD #C-44-34NL	\$14.71	NO BID	\$14.90	147.10		
114	2	EA	659 033 14477	COUPLING 2" BRASS FORD C-44-77NL	\$65.80	NO BID	\$65.60			131.20
115	25	EA	670 063 29246	METER CPLG. LF 5/8" 110 COMP - 5/8X3/4X3/4 MUELLER H-14227N	\$11.40	NO BID	\$11.52	285.00		
116	25	EA	659 042 20110	ELL LF 110 COMP. 1" MUELLER H-15528N	\$20.34	NO BID	\$20.25			506.25
117	25	EA	659 042 20108	ELL LF 110 COMP. 3/4" MUELLER H-15528N	\$15.83	NO BID	\$15.80			395.00
118	25	EA	659 030 13072	CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER H-B-25008N	\$33.54	NO BID	\$33.15			828.75
119	100	EA	659 030 13071	CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER H-B-25008N	\$44.12	NO BID	\$41.98			4,198.00
120	30	EA	670 063 48082	U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N	\$32.53	NO BID	\$29.80			894.00
121	2	EA	670 069 49080	VALVE BALL 1" FORD #B11-444NL	\$56.05	NO BID	\$56.00			112.00
122	15	EA	670 069 49083	VALVE BALL 2" FORD #B-11-777WNL	157.20	NO BID	167.00			2,505.00
123	20	EA	659 017 03557	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$14.24	NO BID	\$8.26			165.20
124	15	EA	659 017 03556	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$10.74	NO BID	\$8.44			126.60
125	15	EA	659 017 03553	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$9.91	NO BID	\$8.06			120.90
126	1	EA	659 017 03531	BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$47.65	NO BID	\$50.28			50.28
127	1	EA	659 017 03530	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$48.88	NO BID	\$47.08			47.08
128	4	EA	659 094 54624	WYE 8X8X8 GXG SDR-26 HEAVY WALL SEWER	\$59.52	NO BID	\$59.70	358.48		

129	25	EA	659 094 54820	WYE 8X8X4 GXGXG SDR-28 HEAVY WALL SEWER		\$44.56	NO BID	\$44.10			1,102.50
130	2	EA	659 094 54822	WYE 8X8X6 GXGXG SDR-28 HEAVY WALL SEWER		\$51.25	NO BID	\$51.16			102.32
131	20	EA	659 073 00011	SEWER TAP SADDLE TEE 4" ROMAC INDS. #218- 4804U		\$59.99	NO BID	\$59.75			1,195.00
132	30	EA	659 033 16409	CPLG. 4" CIPTL X 4" CIPTL MISSION #MR56 44 ARC			NO BID	\$16.68			500.40
133	25	EA	659 033 16406	CPLG. 4" CL X 4" CIPTL MISSION #MR02 44 ARC			NO BID	\$24.45			611.25
134	6	EA	659 033 16424	CPLG. 6" CIPTL X 6" CIPTL MISSION #MR56 66 ARC			NO BID	\$31.80			190.80
135	25	EA	659 033 16407	CPLG. 6" CL X 6" CIPTL MISSION #MR02 66 ARC			NO BID	\$41.46			1,036.50
136	10	EA	659 033 16425	CPLG. 8" CIPTL X 8" CIPTL MISSION #MR56 088 ARC			NO BID	\$47.20			472.00
137	12	EA	659 033 16451	CPLG. 8" CL X 8" CIPTL MISSION #MR02 88 ARC			NO BID	\$47.20			566.40
138	2	EA	659 033 16426	CPLG. 10" CIPTL X 10" CIPTL MISSION #MR56 1010 ARC			NO BID	\$62.88			125.76
139	6	EA	659 033 16452	CPLG. 10" CL X 10" CIPTL MISSION #MR02 1010 ARC			NO BID	\$62.88			377.28
140	1	EA	659 033 16428	CPLG. 12" CIPTL X 12" CIPTL MISSION #MR56 1212 ARC			NO BID	\$75.48			75.48
141	4	EA	659 033 16453	CPLG. 12" CL X 12" CIPTL MISSION #MR02 1212 ARC			NO BID	\$75.48			301.92
142	1	EA	659 033 00015	CPLG. 15" CIPTL X 15" CIPTL MISSION #MR56 1515 ARC			NO BID	\$132.00			132.00
143	1	EA	659 033 16454	CPLG. 15" CL X 15" CIPTL MISSION #MR02 1515 ARC			NO BID	\$147.00			147.00
144	1	EA	659 033 00016	CPLG. 18" CIPTL X 18" CIPTL MISSION #MR56 1818 ARC			NO BID	\$278.96			278.96
145	1	EA	659 033 16455	CPLG. 18" CL X 18" CIPTL MISSION #MR02 1818 ARC			NO BID	\$372.57			372.57
146	1	EA	659 033 00017	CPLG. 24" CIPTL X 24" CIPTL MISSION #MR56 2424 ARC			NO BID	\$360.00			360.00
147	1	EA	659 033 00014	CPLG. 24" CL X 24" CIPTL MISSION #MR02 2424 ARC			NO BID	\$475.00			476.00
148	4	EA	659 033 16460	CPLG. REDUCER 8X6 CIPTVFC FERNCO #1056-85		\$18.81	NO BID	\$22.00	75.24		
149	4	EA	659 033 16459	CPLG. REDUCER 6 X 4 CIPTVFC FERNCO #105664EB		\$11.88	NO BID	\$18.00	47.52		
150	10	EA	890 030 28291	8" MANHOLE GASKET 8CMA		\$3.50	NO BID	\$8.50	35.00		
151	2	EA	890 030 28292	10" MANHOLE GASKET 10CMA		\$5.00	NO BID	\$12.50	10.00		
152	2	EA	890 030 28294	12" MANHOLE GASKET 12CMA		\$6.00	NO BID	\$15.50	12.00		
153	15	EA	890 030 28296	MANHOLE RING/LID 250# 24A W.I.W./E.J.W./ULCAN		\$175.00	NO BID	\$174.00			2,610.00
154	8	EA	890 030 28348	MANHOLE EXTENSION 2" 23-1/2" NO FOREIGN MADE		\$52.52	NO BID	\$52.45			419.50

155	8	EA	890 030 28349	MANHOLE EXTENSION 4" 23-1/2" NO FOREIGN MADE	\$100.03	NO BID	\$100.00			\$800.0000
156	8	EA	890 030 28350	MANHOLE EXTENSION 6" 23-1/2" NO FOREIGN MADE	\$150.03	NO BID	\$149.00			\$1,192.0000
157	10	EA	890 030 28468	MANHOLE SEALANT RAM-NECK 3/4" COILS	\$8.40	NO BID	\$10.00	84.00		
158	6	EA	890 030 28298	MANHOLE LID ONLY 250# 24A W.I.WE.J.I.W/VULCAN	\$75.00	NO BID	\$75.00	450.00		450.00
								62,541.89	0.00	169,376.41



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 23, 2015

Submitted by:

Denise Land

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Approve bid award to Affiliated FM for City's property insurance (July 8, 2015 to July 8, 2016.)

COST TO CITY:

Cost of this Request: \$200,035

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	210,000
Funds Expended to Date		
Remaining Budget		210,000
Budget Adjustment		-
Remaining After Adjustment	\$	210,000

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





INSURANCE BIDS -2015

Affiliated FM - renewal

Zurich

C N A

APEX

Starr

BUILDINGS/CONTENTS	TOTAL COST
\$ 182,953,673	\$ 200,035
Not competitive, deficiencies in terms and conditions	
Not competitive; not accepting new municipalities	
Unable to provide full limits	
Unable to provide full limits	



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, June 23, 2015 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, June 23, 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: June 9, 2015**

AGENDA

1. Planning:
 - 1a. **Thomas and Judith Terrell: Rezoning, R-1, Single Family Residential to D-E, Downtown Edge, 202 Southeast 7th Street.**

The planning commission voted 5-0 recommending approval.

The applicants have requested a rezoning from R-1 to D-E to construct new housing in the downtown area.
2. Reappointment of Scott Eccleston effective 7-1-15 to the Planning Commission. Scott Eccleston will be appointed to a 5 year term ending July 1, 2020.
3. Request the City Council approves re-opening the position of "Senior Planner" in Grade 32. This position was last open in 2005 as a Grade 33, and has remained vacant since. During the salary survey process in 2014, we re-graded this position to Grade 32. The Community Development department has two (2) employees currently in the "Planner" position that they want to promote to Senior Planners. There are no additional un-budgeted costs associated with this change.

4. A public hearing and ordinance vacating an alley located within Dunn and Davis Addition to the City of Bentonville, Arkansas, Benton County, Arkansas.
5. Council approval of a resolution authorizing the Mayor and Clerk to enter into a professional services contract with McClelland Consulting Engineers, Inc. for the Watertower Rd./SE 8th Improvements Project for surveys, geotechnical investigation, design, bid administration, staking and construction administration in an amount not to exceed \$777,500.00. This project has an initial construction estimate of \$8 Million. See attached memo, contract and other supporting documents.
6. Council approval of a resolution extending the 2014 annual street striping contract with Time Striping, Inc. for the year 2015 at previously bid unit prices in an amount not to exceed \$30,000. See attached memo and supporting documents.
7. Award bid #15-31 to Hutchens Construction for the 2015 Overlay for the Street Department.
8. Budget adjustment in the amount of \$2,798.66 to be used to repair a 2013 Chevy Tahoe, unit # 2010-25, and a 2013 Chevy Tahoe, unit # 2015-19. These units were damaged on April 29, 2015 (MVA # 2015-14814) in a minor parking lot incident. The funds to repair these vehicles (\$1,918.29 and \$880.37 respectively, for a total of \$2,798.66), not including deductibles, will be sourced from an Arkansas Municipal League Vehicle Program settlement.
9. This is a request for a budget adjustment in the amount of \$2,000.00 to be used for training purposes. This training would be partially funded by two recent contributions to the Police Department. These contributions include a donation from Walmart Stores Inc. in memory of Chief James Allen (\$1,000.00), and a Walmart Giving Program Grant through Store 4376 (\$1,000.00). These funds, used in conjunction with our existing training budget, will provide specialized training in honor of Chief James Allen (1954-2015). The planned specialized training will consist of a leadership based seminar to be held on July 29th, 2015 at Fulbright Jr. High School. The accredited training will be endorsed and assisted by the Arkansas Criminal Justice Institute (CJI). In addition to the officers and staff of the Bentonville Police Department, other local law enforcement, City of Bentonville staff members, Walmart Stores Inc. Associates and Bentonville Public School staff members will attend this one day training event called "Leaders Without Titles."
10. Recommend Mayor and City Council award the 6-month blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$340,663.95. Items will be ordered on an "as needed" basis.
11. Recommend Mayor and City Council award the 6-month blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$51,762.00. Items will be ordered on an "as needed" basis.
12. Recommend Mayor and City Council award the 6-month blanket bid for water and sewer materials to the lowest bidder as shown on the attached bid

tabulation in the amount of \$231,918.30. Items will be ordered on an “as needed” basis.

13. Approve bid award to Affiliated FM for City's property insurance (July 8, 2015 to July 8, 2016.)