

1. Agenda

Documents:

[JUNE 28, 2016 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[JUNE 28, 2016 CITY COUNCIL SHORT AGENDA.PDF](#)



## **BENTONVILLE CITY COUNCIL AGENDA**

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

**Tuesday, June 28, 2016 6:00 p.m.  
305 SW "A" Street**

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

**Tuesday, June 28, 2016 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 14, 2016  
Swear in Police Officers: Mitch Brown, Danny Henry & Miguel Medina-Bravo**

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### **AGENDA**

1. Planning:
  - 1a. **Lot Split-Newell Development, Lot 21, 22 & 23, Block 6 Clark's 2<sup>nd</sup> Addition, 305 Southwest 'D' Street, RC-2, Central Residential-Moderate Density.**

**(Pages 6-9)**

**The planning commission voted 5-0 recommending approval.**

The applicant has submitted a lot split for property located at 305 Southwest 'D' Street that resides in the R-C2, Central Residential – Moderate Density zoning district. The plat as provided by the applicant indicates three new lots being created from two existing lots. The new lots will be known as Lot 21 (0.11 acres), Lot 22 (0.11 acres) and Lot 23 (0.23 acres), Block 6 of Clark's 2<sup>nd</sup> Addition. The plat shows the dedication of additional right-of-way along Southwest 'D' Street per the current master street plan. Public utilities are available to the new lots.

- 1b. **Rezoning-Stephanie & Jamal Parker, Rezoning from A-1, Agricultural to R-2, Duplex & Patio Home Residential, 1111 Southwest Parnell Drive.**

**(Pages 10-14)**

**The planning commission voted 5-0 recommending approval.**

The applicants have requested a rezoning from A-1, to R-2 in order to match the surrounding properties. The current location has an existing Single Family home. This property was annexed into the city with an A-1 zoning classification.

- 1c. **Final Plat- Rolling Acres Properties, LLC, Rolling Acres Phase 2 Subdivision, Southwest Shell Road & Southwest Airport Boulevard, Zoned R-1, Single Family Residential.**

**(Pages 15-18)**

**The planning commission voted 5-0 recommending approval.**

Rolling Acres Phase 2 Subdivision consists 20.40 acres and 54 buildable lots. The property exists in a developing residential area in the southwest section of the city with two access points, one from Southwest Regional Airport Boulevard and the other from Southwest Shell Road. All lots will have adequate access onto a public street. Regional detention is being provided to address runoff from the subdivision. Lots within this subdivision range from 0.16 acres to 0.54 acres. A traffic calming device has been installed along Southwest Wheatgrass Boulevard, Southwest Acres Avenue and Southwest Bermuda Avenue. A 5 feet wide sidewalk was constructed along Southwest Shell Road and a portion of 5' wide sidewalk was constructed along Southwest Regional Airport Boulevard with the development. Right-of-way was dedicated for street to serve the subdivision and additional right-of-way was dedicated along Southwest Shell Road per the current Master Street Plan. Utility easements were dedicated in various locations to serve each lot. All non-bondable items have been completed and a grading permit has been tentatively approved by the city engineer from the dirt stock pile remaining on Lot 54.

- 1d. **2015 Community Development Block Grant (CDBG) Action Plan Amendment.**

**(Page 19)**

2. Public hearing regarding condemnation of homes located at 1405 Crescent St. (parcel #01-08510-000), 1407 Crescent St. (parcel #01-08511-000) and 1409 Crescent St. (parcel #01-08512-000).  
**(Pages 20-42)**
3. City Council approval of a budget adjustment, in the amount of \$150,000.00 to recognize a grant from the Walton Family Foundation and create the project for the Razorback Greenway Tree Planting Project.  
**(Pages 43-50)**
4. City Council approval of a bid waiver in the amount of \$109,780.00 to Select Trees of Athens, GA for a tree planting project on the Razorback Greenway.  
**(Pages 51-58)**
5. City Council approval of a budget adjustment in the amount of \$63,000.00 to recognize a grant from the Walton Family Foundation for the purchase and installation of new fitness equipment along the North Bentonville Trail/ Razorback Greenway.  
**(Pages 59-67)**
6. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Ozark Tennis Academy for the Facility Professional at Memorial Park Tennis Complex.  
**(Pages 68-73)**

7. City Council approval of a final reconciliation change order in the amount of \$979.42 for the Citizens Park Restrooms. **(Pages 74-77)**
8. City Council approval of a budget adjustment in the amount of \$200,000.00 to recognize a grant from the Walton Family Foundation for Parks and Recreation to begin the process of adopting a new 10 Year Master Plan for the department. **(Pages 78-80)**
9. Staff recommends Council approval of a Resolution authorizing the Mayor and Public Works Director to execute a Utility Relocation Agreement for the relocation of water and sanitary sewer utilities associated with the 8th Street Improvement Project (AHTD Project No. 090218). Since this project includes Federal funding, it will be overseen by the Arkansas State Highway and Transportation Department. Therefore, this agreement is required and will govern the reimbursement eligibility. **(Pages 81-88)**
10. Staff requests City Council approve a budget adjustment in the amount of \$100,900.00 for additional costs associated with construction improvements at McKissic Creek Lift Station. Five construction bids were submitted. The low bid was \$393,000.00 submitted by Crossland Heavy. The estimate received when preparing the 2016 budget was \$332,000.00, which included \$39,900.00 for engineering fees. **(Pages 91-94)**
11. Staff requests City Council approval of bid award # 16-18, to Crow Paving of Morrilton, AR in an amount not to exceed \$138,850.00 for removal and replacement of damaged concrete in the wastewater plant clarifier floor. This is a 2016 budgeted item. **(Pages 95-98)**
12. Recommend the Mayor and City Council award the street light installation bid to Bill's Electric Inc. for a 1-yr period. Price breakdown is attached. **(Pages 99-112)**
13. 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 \$269,787.34. Items will be ordered on an 'as needed' basis. **(Pages 113-120)**
14. 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 \$470,648.68. Items will be ordered on an 'as needed' basis. **(Pages 121-131)**
15. Recommend Mayor and City Council award the 6-month blanket bid for 1-phase transformer as shown on the attached bid tabulation in the amount of \$247,490.00. Items will be ordered on an 'as needed' basis. **(Pages 132-134)**
16. Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$233,773.00. Items will be ordered on an 'as needed' basis. **(Pages 135-137)**
17. Recommend Mayor and City Council award the 6-month blanket bid for double bushing pole mount transformer as shown on the attached bid tabulation in the amount of \$164,745.00. Items will be ordered on an 'as needed' basis. **(Pages 138-140)**

18. Council approval of a Resolution to authorize the Mayor and City Clerk to release 0.9 acres of land at the Bentonville Municipal Airport from FFA obligations. **(Pages 141-144)**
19. Request that the City Council declare certain items as being surplus, namely nine (9) firearms (rifles and shotguns) that were donated by Walmart Stores Inc. on, or about February 24, 2016. See attached list. These firearms appear as new but have not been confirmed as such. Upon being declared surplus the above mentioned weapons can be traded in for a \$2,595.00 credit to a vendor (Class 3 firearms dealer) with which the city currently does business, Phoenix Distributors. The credit can be used to purchase four (4) Colt LE M4 .223/5.59 rifles with a minimal balance due to the city. See attached proposal. This trade in will provide for both a responsible disposition of these donated weapons and an overall cost savings to the city. **(Pages 145-148)**

**City Council  
Planning Agenda  
June 28, 2016**

**Lot Split-Newell Development, Lot 21, 22 & 23, Block 6 Clark's 2<sup>nd</sup> Addition, 305 Southwest 'D' Street, RC-2, Central Residential-Moderate Density.**

**The planning commission voted 5-0 recommending approval.**

The applicant has submitted a lot split for property located at 305 Southwest 'D' Street that resides in the R-C2, Central Residential – Moderate Density zoning district. The plat as provided by the applicant indicates three new lots being created from two existing lots. The new lots will be known as Lot 21 (0.11 acres), Lot 22 (0.11 acres) and Lot 23 (0.23 acres), Block 6 of Clark's 2<sup>nd</sup> Addition. The plat shows the dedication of additional right-of-way along Southwest 'D' Street per the current master street plan. Public utilities are available to the new lots.

**Rezoning-Stephanie & Jamal Parker, Rezoning from A-1, Agricultural to R-2, Duplex & Patio Home Residential, 1111 Southwest Parnell Drive.**

**The planning commission voted 5-0 recommending approval.**

The applicants have requested a rezoning from A-1, to R-2 in order to match the surrounding properties. The current location has an existing Single Family home. This property as annexed into the city with an A-1 zoning classification.

**Final Plat- Rolling Acres Properties, LLC, Rolling Acres Phase 2 Subdivision, Southwest Shell Road & Southwest Airport Boulevard, Zoned R-1, Single Family Residential.**

**The planning commission voted 5-0 recommending approval.**

Rolling Acres Phase 2 Subdivision consists 20.40 acres and 54 buildable lots. The property exists in a developing residential area in the southwest section of the city with two access points, one from Southwest Regional Airport Boulevard and the other from Southwest Shell Road. All lots will have adequate access onto a public street. Regional detention is being provided to address runoff from the subdivision. Lots within this subdivision range from 0.16 acres to 0.54 acres. A traffic calming device has been installed along Southwest Wheatgrass Boulevard, Southwest Acres Avenue and Southwest Bermuda Avenue. A 5 feet wide sidewalk was constructed along Southwest Shell Road and a portion of 5' wide sidewalk was constructed along Southwest Regional Airport Boulevard with the development. Right-of-way was dedicated for street to serve the subdivision and additional right-of-way was dedicated along Southwest Shell Road per the current Master Street Plan. Utility easements were dedicated in various locations to serve each lot. All non-bondable items have been completed and a grading permit has been tentatively approved by the city engineer from the dirt stock pile remaining on Lot 54.

**2015 Community Development Block Grant (CDBG) Action Plan Amendment.**

**The planning commission voted 5-0 recommending approval.**

**Planning Commission Staff Report**  
**Lot Split: Lots, 21, 22, & 23, Block 6 of Clark's 2<sup>nd</sup> Addition**

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TO: Bentonville Planning Commission Members  
THRU: Troy Galloway, AICP, Community Development Director  
FROM: Jon Stanley, Planner  
PC DATE: June 21, 2016

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**GENERAL INFORMATION:**

Project Number: 16-05000018  
Applicant: Newell Development (Jake Newell)  
Representative: Nevill Surveying, LLC (Grant Nevill)  
Requested Action: Lot Split Approval  
Location: 305 Southwest 'D' Street  
Existing Zoning: RC-2, Central Residential – Moderate Density  
Land Use Plan: Downtown Mixed Use Residential

**BACKGROUND:**

The applicant has submitted a lot split for property located at 305 Southwest 'D' Street that resides in the R-C2, Central Residential – Moderate Density zoning district. The plat as provided by the applicant indicates three new lots being created from two existing lots. The new lots will be known as Lot 21 (0.11 acres), Lot 22 (0.11 acres) and Lot 23 (0.23 acres), Block 6 of Clark's 2<sup>nd</sup> Addition. The plat shows the dedication of additional right-of-way along Southwest 'D' Street per the current master street plan. Public utilities are available to the new lots.

**SURROUNDING LAND USES AND ZONING:**

| Direction | Zoning                                       | Land Use                       |
|-----------|----------------------------------------------|--------------------------------|
| North     | RC-2, Central Residential – Moderate Density | Downtown Mixed Use Residential |
| South     | R-1, single Family Residential               | Downtown Mixed Use Residential |
| East      | R-1, single Family Residential               | Downtown Mixed Use Residential |
| West      | R-1, single Family Residential               | Downtown Mixed Use Residential |

**STREETS:**

| Direction | Name                   | Classification |
|-----------|------------------------|----------------|
| North     | -                      | Local          |
| South     | -                      | -              |
| East      | -                      | -              |
| West      | North Walton Boulevard | Arterial       |

**TRAFFIC FINDINGS:**

Traffic data for the nearest intersections are as follows: No traffic data exists for this location.

Traffic summary software predicts the additional traffic for this project is: N/A.

**STANDARD CONDITIONS OF APPROVAL:**

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

**ISSUES / ANALYSIS:**

*Site Inspection:* A site inspection was completed; the property is currently the location of the single family residence in a redeveloping downtown residential neighborhood.

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

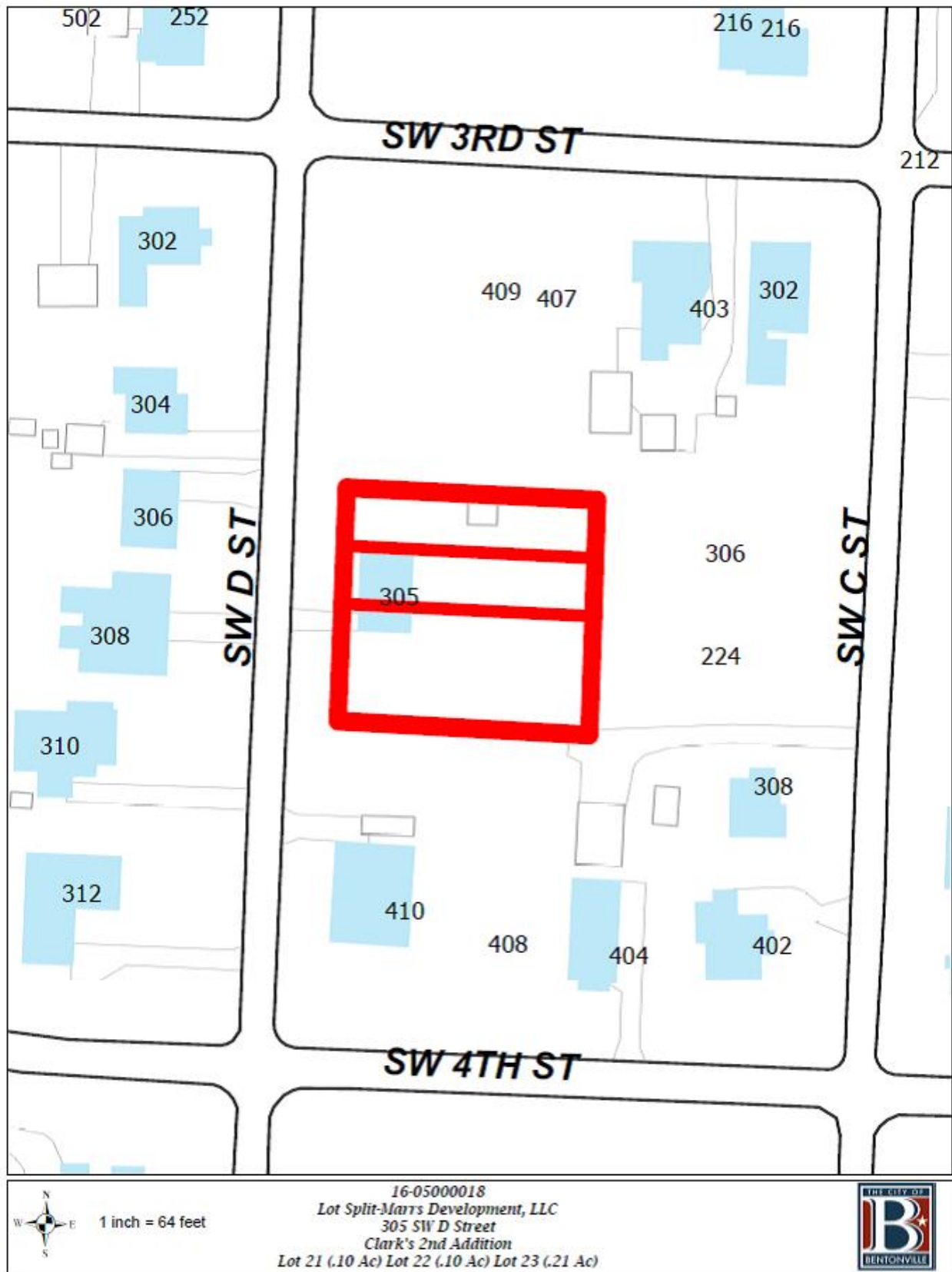
*Water / Sewer:* Per the G.I.S. site, water and sewer are currently available at this location.

*Waiver(s):* N/A

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

**RECOMMENDATION:**

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



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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 21, 22, & 23, BLOCK 6 OF CLARK'S 2<sup>ND</sup> ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS.**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 21, 22 & 23, Block 6 of Clark's 2<sup>nd</sup> Addition, Benton County Arkansas, was submitted to the Bentonville Planning Commission On the 21st day of June , 2016 and

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

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

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

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

**Section 1:** That the lot split of Lots 21, 22 & 23 Block 6 of Clark's 2<sup>nd</sup> Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**ATTEST:** **Approved**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**



**PC Meeting of: June 21, 2016**

**The City of Bentonville, Arkansas**

305 S.W. "A" Street

Bentonville, AR 72212

**REZONING: Parker (A-1, Agricultural to R-2, Duplex & Patio Home Residential)**

**Current Planning Division Correspondence: Planning Commission Staff Report**

TO: City of Bentonville, Arkansas Planning Commission

FROM: Jon Stanley, Planner

THRU: Troy Galloway, AICP, Community Development Director

DATE: June 21, 2016

**GENERAL INFORMATION**

**H.T.E. Project Number:** 16-09000016

**Applicant/Current Owner:** Stephanie & Jamal Parker

**Representative:** Earthplan Design Alternatives, PA (James Geurtz)

**Requested Action:** Rezoning

**Location:** 1111 Southwest Parnell Drive

**Existing Zoning:** A-1, Agricultural

**Proposed Zoning:** R-2, Duplex & Patio Home Residential

**Future Land Use Map Designation:** Medium Density Residential

**BACKGROUND / HISTORY**

**Property Description/Site Inspection:** A site inspection was completed; this is the location on an existing single family home in a newly developing area in the Southwest part of the city.

**Previous Rezoning Requests for this Property:** There are no known rezoning's for this property.

**Surrounding Land Uses & Zonings:**

| Direction | Current Land Use   | Existing Zoning                      | Future Land Use Map Designation |
|-----------|--------------------|--------------------------------------|---------------------------------|
| North     | Condominiums       | PRD, Planned Residential Development | Medium Density Residential      |
| South     | Undeveloped        | R-2, Duplex & Patio Home Residential | Mixed Use                       |
| East      | Undeveloped        | R-2, Duplex & Patio Home Residential | Medium Density Residential      |
| West      | Single Family Home | R-2, Duplex & Patio Home Residential | Medium Density Residential      |

**Surrounding Streets & Classifications:**

| Direction | Name                    | Master Street Plan Classification | Current Condition           |
|-----------|-------------------------|-----------------------------------|-----------------------------|
| North     | Southwest Parnell Drive | Local                             | Unimproved two lane asphalt |
| South     | -                       | -                                 | -                           |
| East      | -                       | -                                 | -                           |
| West      | -                       | -                                 | -                           |

**LEGAL NOTIFICATIONS**

**Public Notice:** On **May 19, 2016**, 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 19, 2106**. In addition, staff posted a notice of public hearing sign on the property on **June 3, 2016**. 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:** It is the intent of the R-2, Duplex and Patio Home Residential zoning designation to permit slightly higher population density than the R-1, Single Family District. The R-2 District will allow the parcel to be consistent with surrounding parcels to the south, east and west and will be consistent with the existing patio homes to the north while providing a variety of housing types in an area of the city where a transition from medium density residential development to mixed use is planned.

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

**Finding(s) of Staff:** The proposed zoning classification will not adversely impact the traffic volumes in the area.

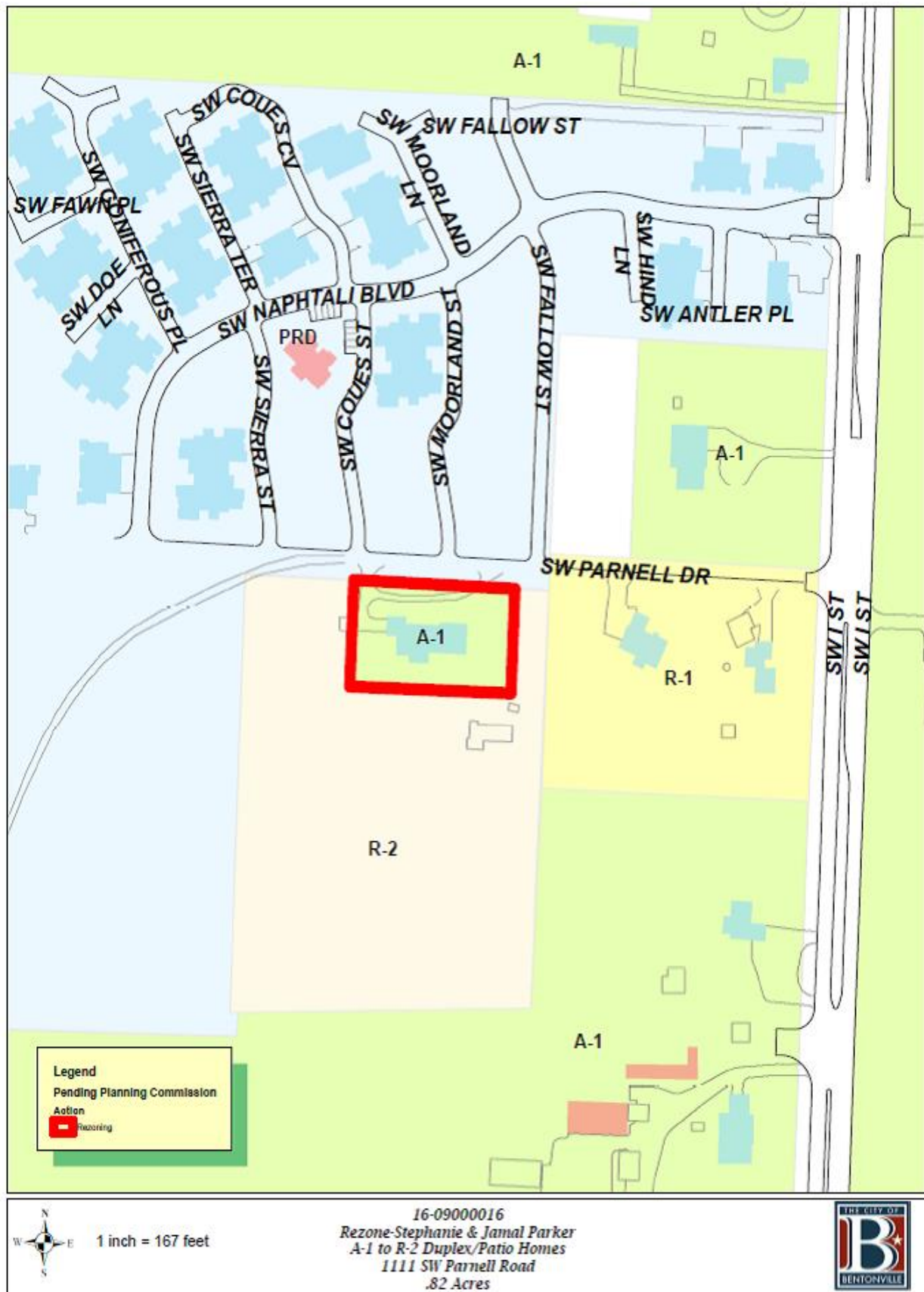
3. A determination as to whether the proposed zoning would significantly alter the population density and thereby undesirably increase the load on public services including schools, emergency services, and water and sewer facilities.

**Finding(s) of Staff:** The proposed zoning will not adversely alter population density nor impact the public infrastructure. Water and sewer are available at this location. Emergency services are adequate at this location.

**ANALYSIS, CONCLUSION, & SUMMARY:** The proposed zoning classification would be consistent with all surrounding properties and the current Land Use Plan, create a transition between the mixed use to the south and will allow more diverse housing options in a developing medium density residential 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 **A-1, Agricultural to R-2, Duplex and Patio Home Residential**.



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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT CLASSIFICATION TO R-2, DUPLEX & PATIO HOME  
RESIDENTIAL.**

**WHEREAS**, Stephanie and Jamal Parker, duly filed a petition with the City Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification to R-2, property to be used in accordance with city zoning laws and state laws; which property is described as follows.

Lot 1 Rone Subdivision as shown on Plat Record Book 2015 Page 174 in the Benton County Circuit Clerk's Office, Benton County Arkansas

More commonly known as 1111 Southwest Parnell Drive

**WHEREAS**, the City Planning Commission duly met and considered the application and duly set the petition for public hearing to be held the 21st day of June 2016 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 R-2 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 R-2 property to be used in accordance with the City zoning laws of the State of Arkansas.

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**CLERK**

\_\_\_\_\_  
**MAYOR**

**Planning Commission Staff Report**  
**Final Plat: Rolling Acres Phase 2 Subdivision**

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TO: Bentonville Planning Commission Members  
THRU: Troy Galloway, AICP, Community Development Director  
FROM: Jon Stanley, Planner  
PC DATE: June 21, 2016

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**GENERAL INFORMATION:**

Project Number: 16-03000003

Applicant: Rolling Acres Properties, LLC

Representative: Blew & Associates (Jorge Du Quesne)

Requested Action: Final Plat Approval

Location: Southwest Shell Road & Southwest Airport Boulevard

Existing Zoning: R-1, Single Family Residential

Land Use Plan: Low Density Residential

**BACKGROUND:**

Rolling Acres Phase 2 Subdivision consists 20.40 acres and 54 buildable lots. The property exists in a developing residential area in the southwest section of the city with two access points, one from Southwest Regional Airport Boulevard and the other from Southwest Shell Road. All lots will have adequate access onto a public street. Regional detention is being provided to address runoff from the subdivision. Lots within this subdivision range from 0.16 acres to 0.54 acres. A traffic calming device has been installed along Southwest Wheatgrass Boulevard, Southwest Acres Avenue and Southwest Bermuda Avenue. A 5 feet wide sidewalk was constructed along Southwest Shell Road and a portion of 5' wide sidewalk was constructed along Southwest Regional Airport Boulevard with the development. Right-of-way was dedicated for street to serve the subdivision and additional right-of-way was dedicated along Southwest Shell Road per the current Master Street Plan. Utility easements were dedicated in various locations to serve each lot. All non-bondable items have been completed and a grading permit has been tentatively approved by the city engineer from the dirt stock pile remaining on Lot 54.

**SURROUNDING LAND USES AND ZONING:**

| Direction | Zoning                         | Land Use                |
|-----------|--------------------------------|-------------------------|
| North     | R-1, Single Family Residential | Mixed Use               |
| South     | R-1, Single Family Residential | Low Density Residential |
| East      | C-2, General Commercial        | Commercial              |
| West      | R-1, Single Family Residential | Low Density Residential |

**STREETS:**

| Direction | Name                 | Classification |
|-----------|----------------------|----------------|
| North     | Southwest Shell Road | Collector      |

|       |                                      |                |
|-------|--------------------------------------|----------------|
| South | -                                    | -              |
| East  | Southwest Regional Airport Boulevard | Arterial       |
| West  | Southwest Bermuda & Southwest Acres  | Both are Local |

**TRAFFIC FINDINGS:**

Traffic data for the nearest intersections are as follows: N/A

Traffic summary software predicts the additional traffic for this project is: N/A

**STANDARD CONDITIONS OF APPROVAL:**

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

**ISSUES / ANALYSIS:**

*Site Inspection:* A site inspection was completed; this property is vacant and adjacent to developing residential areas in the southwest part of the city.

*Drainage Report:* A drainage report is not required at the time of final platting.

*Water / Sewer:* Per the G.I.S. site, water and sewer ARE available to this site.

*Waiver(s):* N/A

*Analysis / Conclusion:* This final plat DOES meet the minimum requirements of the subdivision regulations. All non-bondable items have been completed.

**RECOMMENDATION:**

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



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

**AN ORDINANCE ACCEPTING A FINAL PLAT OF ROLLING ACRES PHASE 2  
SUBDIVISION, TO THE CITY OF BENTONVILLE, ARKANSAS.**

**WHEREAS**, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Rolling Acres Phase 2 subdivision, to the City of Bentonville, Benton County Arkansas, was submitted to the Bentonville Planning Commission on the 21st day of June, 2016 and

**WHEREAS**, said final plat is attached hereto as Exhibit "A" and

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

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

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

**Section 1:** That the final plat of Rolling Acres Phase 2 Subdivision, to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.**

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
**CITY CLERK**

\_\_\_\_\_  
**MAYOR**

**Planning Commission Staff Report**  
**2015 Community Development Block Grant (CDBG) Action Plan Amendment**

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TO: Bentonville Planning Commission Members  
THRU: Troy Galloway, Community & Economic Development Director  
FROM: Danielle Shasteen, Community Programs Coordinator  
PC DATE: June 21, 2016

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The 2015 Community Development Block Grant (CDBG) Action Plan details how the City of Bentonville intends to spend the 2015 funding allocation of \$160,210 in CDBG funds from the Department of Housing and Urban Development (HUD).

The 2015 Action Plan was approved by Planning Commission on March 17, 2015, City Council on March 24, 2015, and HUD on July 22, 2015.

The city's CDBG program currently has \$60,224.76 in unspent funds available to allocate to projects. HUD places a limit on the amount of CDBG funds an entitlement community may have in their account at any given time and requires that the city spend CDBG funds within a certain timeframe. As a result, staff proposes that the 2015 CDBG Action Plan be amended by adding three projects.

**The amendments include:**

**SE "J" Street Sidewalk Improvement Project** – Add the SE "J" Street Sidewalk Improvement project in the amount of \$7,000. This project is complete and consisted of removing and replacing 500-linear feet of existing 4-foot wide deteriorating asphalt sidewalk with concrete along the west side of SE "J" Street between SE 10<sup>th</sup> and SE 12<sup>th</sup> Streets. Work was performed by city crews. This project was initiated by a woman in a wheelchair who uses this sidewalk to get to and from the doctor's office. The deteriorating asphalt was difficult for her to navigate in a wheelchair. This project falls in a low to moderate income area. CDBG funds will be used to reimburse the Street Department.

**Habitat for Humanity of Benton County** – Add a Habitat for Humanity of Benton County project to include funding for infrastructure improvements for a future Habitat for Humanity single family home in the amount of \$20,000.

**SE 10<sup>th</sup> Street Drainage Improvement Project** – Increase the amount of funding for the SE 10<sup>th</sup> Street Drainage Improvement project from \$108,168 to \$138,168. This project was approved in the 2015 CDBG Action Plan. Funds are being used to fully fund design and partially fund construction of the SE 10<sup>th</sup> Street Drainage Project. The project consists of hiring an engineering firm to redesign the storm drain system under SE 10<sup>th</sup> Street between SE "C" and SE "J" Streets. This area is prone to flooding and a storm drain system will prevent future flooding.

**Recommendation:**

Planning Commission recommends approval of the amendments to the 2015 CDBG Action Plan to City Council.



| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input type="checkbox"/>            | Ordinance         |       |
| <input type="checkbox"/>            | Resolution        |       |
| <input checked="" type="checkbox"/> | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Lance Blas

Department

Building Inspection

Phone

271-6882

#### ACTION REQUIRED:

Public hearing regarding condemnation of homes located at 1405 Cresent St. (parcel #01-08510-000), 1407 Cresent St. (parcel #01-08511-000) and 1409 Cresent St. (parcel #01-08512-000).

#### 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



# Memorandum

**To:** Bentonville City Council  
**CC:** Troy Galloway Community Development Director  
**From:** Lance Blasi Chief Building Inspector  
**Date:** 4/15/2016  
**Re:** Homes located at 1405, 1407 and 1409 Cresent Street

---

After reviewing the Memorandum provided to me by Ben Peters City Engineer dated 4/15/2015 I find the structures located at 1405,1407 and 1409 Cresent Street in Bentonville, AR to be unsafe to occupy due to a possible slope failure.

I respectfully request City Council condemn these structures and declare them unsafe for human occupation until a solution is prepared by a licensed engineer.

Please contact my office if you have any questions.

Respectfully,



Lance Blasi  
Chief Building Inspector

# Memorandum

---

**To:** Lance Blasi, Chief Building Inspector  
**CC:** Mike Bender P.E., Public Works; Travis Matlock P.E., Engineering Director  
**From:** Ben Peters P.E.  
**Date:** 4/15/2016  
**Re:** Crescent Street Slope Failure

---

After reviewing the Engineering Site Inspection Report prepared by Mr. Gregory L. Bone, PE and the subsequent Geotechnical Engineering Report performed by Andrew T. McClarrinon PE, I believe that in the interest of the property occupants safety, that the City should pursue condemnation against the structures located at 1405, 1407 and 1409 Crescent St, in Bentonville, AR.

From emails received from Mrs. Cynthia Dezaldivar through Mike Dixon, Director of Benton County EMA, a "landslide" occurred on December 26<sup>th</sup>, 2015 during an extremely heavy rainfall event. Indications for the rainfall event are that nearly 9.5" of rainfall fell during a period of about a day and a half.

The two reports are consistent that the structures in question were constructed on deep unconsolidated uncontrolled fill with construction debris. The slope failure is anticipated to continue at an unknown rate and at an unknown time. This uncertainty leads me to conclude that the structures should be vacated until such time that the limits of the uncontrolled fill and the structural integrity of the foundations are clearly defined and a solution is prepared and executed as determined by a licensed geotechnical and/or structural engineer.

Please contact me with any questions or concerns.

[Type text]

RESOLUTION NO. 4-26-16 A

**A RESOLUTION DECLARING A CERTAIN RESIDENTIAL  
STRUCTURE IN THE CITY OF BENTONVILLE, ARKANSAS A  
NUISANCE PURSUANT TO THE BENTONVILLE MUNICIPAL CODE,  
SECTION 11.24.10 AND SETTING A PUBLIC HEARING.**

**Section 1.** That a certain structures located at 1405 Cresent Street, 1407 Cresent Street and 1409 Cresent Street in Bentonville, Arkansas, which are unfit for human use or habitation because structural and foundation defects and defects increasing the hazards of accidents, as more particularly described in the reports attached hereto as Exhibit "A", are hereby found to be unsafe, unsanitary and otherwise adverse to the general welfare of the City and are hereby declared to be nuisance as defined by Bentonville Municipal Code.

**Section 2.** That the ownership and parcel identification numbers of said properties are attached hereto as Exhibit "A" and incorporated herein.

**Section 3.** That notice under Municipal Code Section 11.24.10 should be sent to the owners of said property in the manner required by said Code and that these matters shall be heard before the City Council on the 28<sup>th</sup> day of June, 2016.

**Section 4.** This resolution shall be in full force and effect from and after the date of its passage.

**PASSED and APPROVED** this 26th day of April, 2016.

APPROVED:

  
MAYOR

ATTEST:





# Gregory L. Bone, PE

Civil & Structural Engineering

January 14, 2016

Napoleon and Cynthia Dezaldivar  
1407 Crescent Street  
Bentonville, Arkansas 72712

Re: Engineering Site Inspection  
1407 Crescent Street  
Bentonville, Arkansas 72712

Mr. and Mrs. Dezaldivar,

At your request I inspected the referenced home and building site on Thursday, January 14th. A severe earth slope failure has occurred on the back of the property that extends to the lot immediately east. The crest of the failed slope was measured to be 10-1/2 feet away from the northwest corner of the home at the present time. The crest already reaches the middle of the back porch. If repairs are not performed right away the slope failure could expand to reach the foundations and threatens both properties.

Inspection of county aerial photographs and topography maps indicate that the lots at 1407 and 1409 were filled to a depth of eight (8) to ten (10) feet prior to construction. The methods and materials used to complete the earth fill are unknown, however the back slope of the completed embankment is very steep and approaches 1:1 (Horizontal to Vertical). Absent embedded earth reinforcement, the filled earth slope would need to be 2:1 or flatter to be stable.

Attached is an aerial photograph and topographic map for your reference. The inside (smaller) circle represents the arc of the existing slope failure surface. The outside (larger) circle is what I have drawn to represent the potential failure surface should the slope failure progress. I have superimposed these failure surfaces onto a plan of your home for your inspection. As you can see the foundation of your home would be undercut and potentially collapse should the slope failure expand. The limits of an expanded slope failure cannot be predicted nor can the risk of such event happening be quantified at this time.

Regrettably, failing expedient repair of the earth slope I believe there is a high risk that the slope failure surface will expand. Repair of the properties at both 1407 and 1409 will require a large quantity of imported earth fill to remedy and at considerable cost. You should consider abandoning your home in favor of safe shelter until the earth slope can be stabilized.

Please feel free to contact me with any questions or clarification that you may require.

Sincerely,



Gregory L. Bone, P.E.

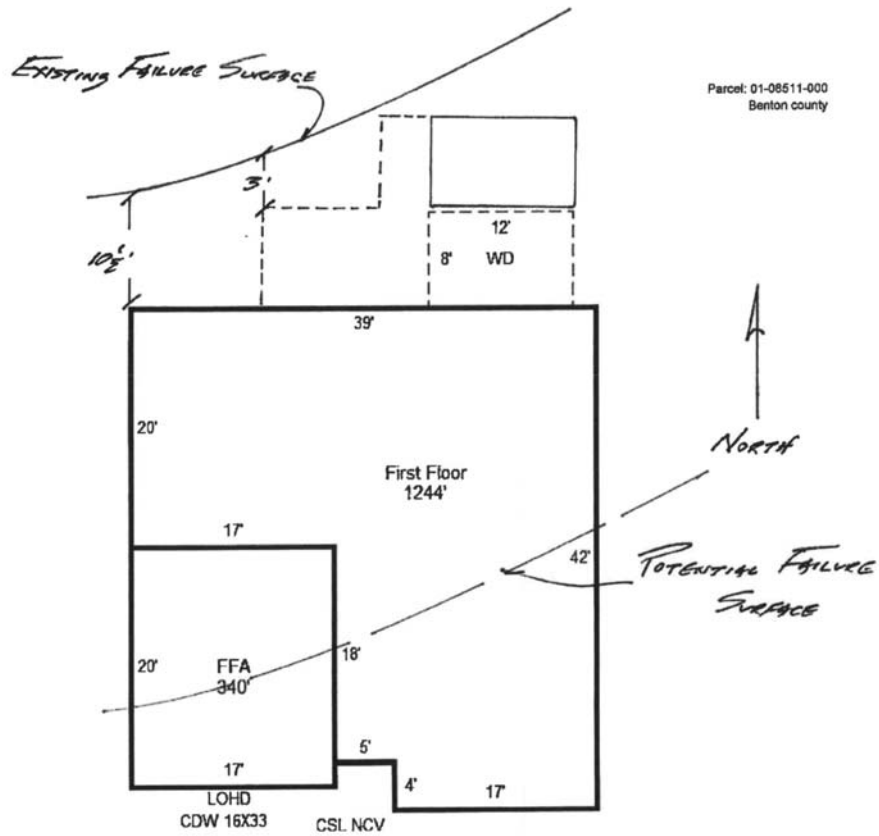


Enclosure: Aerial and Topographic Map  
Property Owner Record and Floor Plan

11022 Timarron Drive

(479) 903-2686

Bentonville, AR 72712



Sketch by Apex IV™

1407 CRESSENT STREET  
BENTONVILLE, AR

# DEZALDIVAR, NAPOLEON & CYNTHIA

1407 CRESENT ST

BENTONVILLE, AR

9

Basic

Land

Sales

Valuation

Taxes

Improvements

Map View

## Basic Info

|                        |                                                                                                          |
|------------------------|----------------------------------------------------------------------------------------------------------|
| Parcel Number:         | 01-08511-000                                                                                             |
| County Name:           | Benton County                                                                                            |
| Ownership Information: | DEZALDIVAR, NAPOLEON & CYNTHIA<br>1407 CRESENT ST<br>BENTONVILLE AR 72712-9402                           |
| Property Address:      | DEZALDIVAR, NAPOLEON & CYNTHIA<br>1407 CRESENT ST<br>BENTONVILLE, AR<br><a href="#">Map This Address</a> |
| Billing Information ⓘ: | MRW INVESTMENTS LLC<br>18 GLENBROOK<br>BENTONVILLE, AR 72712-3840                                        |
| Total Acres:           | 0.14                                                                                                     |
| Timber Acres:          | 0.00                                                                                                     |
| Sec-Twp-Rng:           | 21-20-30                                                                                                 |
| Lot/Block:             | 4/9                                                                                                      |
| Subdivision:           | DOGWOOD PLACE-BENTONVILLE                                                                                |
| Legal Description:     | PLATA P2-70 4/23/99                                                                                      |
| School District:       | C6 Bentonville City                                                                                      |
| Homestead Parcel?:     | No                                                                                                       |
| Tax Status:            | Taxable                                                                                                  |
| Over 65?:              | No                                                                                                       |

### Engineering Observations and Evaluation

The soils sampled at the boring locations, and observed exposed at the surface of the slope, consist of soil fill material with construction debris. The fill soils ranged in depth from 18 to 23 ½ feet at our sample boring locations. The logs of the sample borings are attached to this report for review. In-place strengths of the fill soils were consistently low throughout the entire depth of fill, with calculated ultimate cohesion values of 300 to 800 pounds per square foot (psf) and allowable cohesion values of 150 to 400 psf using a factor of safety of 2.

Based on publically available satellite imagery, the existing fill soils were place between 2001 and 2005. Some evidence of subsequent minor grading is shown on more recent satellite images. The referenced images from 2001 and 2004 are shown below.

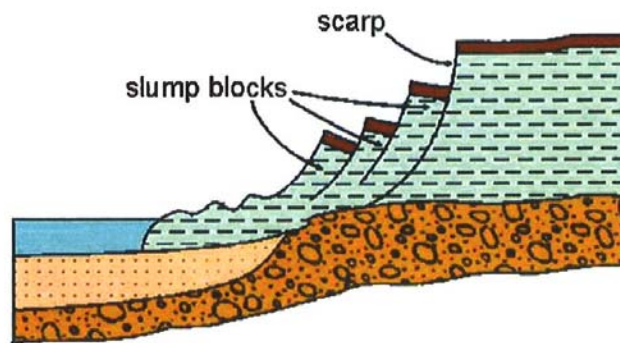


Image 1: Satellite Image Dated 2001



Image 2: Satellite Image dated 2004

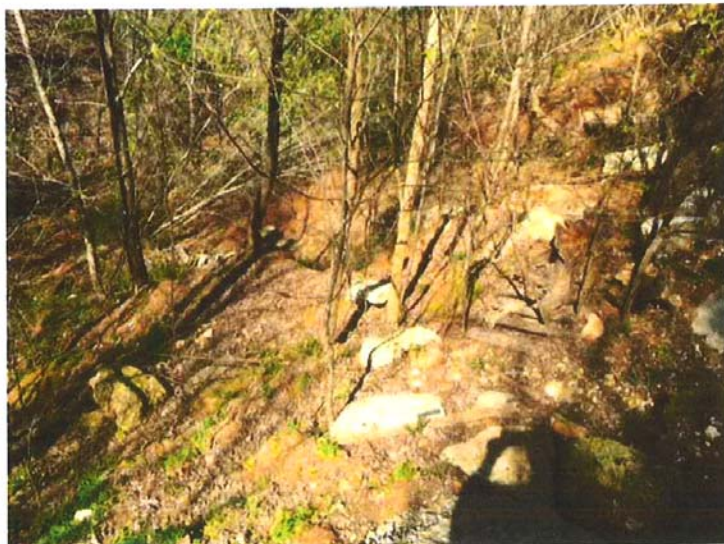
A scarp has formed near the crest of the slope behind the property located at 1409 Crescent Street. The scarp is a result of slope instability. A portion of the scarp has been covered with plastic material to reduce water infiltration into the scarp location. A cross section of a idealized scarp and resulting slumped soil is shown below.



Photographs of the project site are shown on the following pages.



Photograph 1: Looking Along Earth Slope, towards Existing Scarp



Photograph 2: Looking Downslope, near Existing Scarp Location



Photograph 3: Existing Scarp

1409 Crescent Street



1915 North Shiloh Drive, Suite 1  
Fayetteville, Arkansas 72704  
Office: (479) 521-7645

Licensed:  
Arkansas • Oklahoma • Missouri • Texas  
Kansas • Louisiana • New Mexico  
Mississippi • Colorado • Tennessee



www.gtsinc.cc

April 7, 2016

City of Bentonville, Engineering Office  
Community Development Building, 2nd Floor  
305 SW "A" Street  
Bentonville, Arkansas 72712

Attention: Ben Peters, P.E., CFM

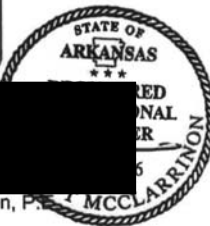
RE: Geotechnical Engineering Report  
Evaluation of Existing Earth Slope Soils and Stability  
Earth Slope Located North of 1405, 1407 and 1409 Crescent Street  
Bentonville, Arkansas  
GTS Project No. 15-15044

Mr. Peters:

The following report contains the results of the subsurface exploration, laboratory testing and Geotechnical engineering analysis conducted to evaluate an existing earth slope located north of 1405, 1407 and 1409 Crescent Street in Bentonville, Arkansas. The authorized scope of work included an evaluation of the material used to construct the slope and an evaluation of the stability of the previously constructed earth slope.

We appreciate the opportunity to provide engineering services for you on this project. Please contact us if the assumptions stated in this report are incorrect and/or if further explanation is required for portions of the report.

Sincerely,



Andrew T. McClarrinon, P.E.  
Arkansas No. 10646

ATM

Copies to:

Addressee



### **Engineering Opinion and Recommendations**

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Based on both the composition of the earth slope fill soils *and* the in-place shear strengths of the existing fill soils, the fill was not placed in a controlled manner using industry standard methods. The satellite image shown in this report as Image 2 may also support this opinion based on observed erosion channels in the fill shown in the image. Erosion channels do not readily develop in compacted fill soils.

The satellite images also indicate that the fill soils were placed at approximately the same time and in the same manner. Therefore, the opinions and recommendations provided in this report assume that the fill soils located below the residences at 1405, 1407 and 1409 Crescent Street are similar in composition and strength to the fill soils encountered at our sample boring locations.

The existing earth slope was likely placed to the material's natural angle of repose and therefore has a factor of safety against sloughing and slope failure of near 1. Any increase in weight above the slope or decrease in the weight at the base (toe) of the slope due to erosion or construction excavation would result in a factor of safety of less than 1 and therefore an unstable slope. Through natural erosion processes we anticipate that the slope failures will continue and will progress towards the existing residences unless the slope is stabilized.

Assuming the existing residential structures will remain in-place, full depth removal and replacement of the low strength fill soils is not a viable stabilization method. This is due to the proximity of the residential structures to the earth slope. Stabilization methods *could* include the construction of a retaining structure on the back side of the properties near the crest of the existing slope. This method would require the retaining structure to extend the full height of the existing fill soils, with heights of 18 to 23 ½ feet based on the results of our borings. This stabilization method is viable from an engineering perspective but is not likely to be viable based on economic considerations.



## **SUBSURFACE EXPLORATION and PROCEDURES**

---

The subsurface exploration consisted of sampling and evaluating two (2) sample boring locations. The boring locations were established in the field by GTS, Inc. and are shown on the attached boring location diagram. The results of the borings are attached to this report.

Disturbed samples and estimates of the in-situ shear strengths of the soil were obtained using an automatic hammer-driven split-barrel sampler in general accordance with the Standard Penetration Test at the boring locations.

The soil and rock samples obtained in the field were sealed to reduce moisture loss and taken to the GTS, Inc. soil laboratory for further examination, testing, and classification. The results of laboratory tests on select samples are shown on the boring logs and are attached to this report.

Field logs were prepared during the drilling and sampling of the borings. These logs report sampling methods, sampling intervals, soil and groundwater conditions, and notes regarding soil and drilling conditions observed between sample depths. The final boring logs, included in this report, have been prepared based on the field logs and have been modified, where appropriate, based on the results of the laboratory observation.



## LABORATORY TESTING and PROCEDURES

---

The soil samples were examined in the field by an experienced geotechnical engineer and classified based on the soil's texture and plasticity, in accordance with the Unified Soil Classification System. The estimated Unified Soil Classification System group symbols are shown on the boring logs.

The laboratory testing was performed by GTS, Inc. in general accordance with the American Society for Testing and Materials (ASTM) test designations shown in the table below:

**Table 1: Laboratory Test Methods**

| Laboratory Test                     | Test Designation | Method (if applicable) |
|-------------------------------------|------------------|------------------------|
| Moisture Content of Soil and Rock   | ASTM D 2216-10   | Method A               |
| Visual Classification of Soil Types | ASTM D 2488      |                        |
| USCS Classification                 | ASTM D 2487      |                        |
| Sieve Analysis                      | ASTM D 1921      | Method A               |
| Atterberg Limits                    | ASTM D 4318      | Method A               |



#### **GEOTECHNICAL REPORT LIMITATIONS**

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The recommendations contained in this report are based on our interpretation of subsurface conditions encountered at discrete boring locations. Variations between the subsurface conditions anticipated in this report and actual project site conditions may occur away from the boring locations.

If significant differences between the findings of the borings and site conditions are observed, GTS, Inc. should be contacted to assess the variation and, if necessary, reevaluate the recommendations contained in this report.

#### **ENVIRONMENTAL EXCLUSION**

---

A Geotechnical Engineering report assesses the engineering properties of soil and rock. No environmental assessment of a project site is performed during a geotechnical exploration. If the owner is concerned about the potential for environmental hazards at the project site, other studies should be undertaken.



Figure 1: Boring Location Diagram

**LOG OF BORING NO.B-1**

Evaluation of Earth Slope Failure - Crescent Street  
North of 1405, 1407, 1409 Crescent Street

**GTS, Inc.**

Geotechnical &amp; Testing Services

Fayetteville, AR

Project No.: 16-15044

Location: Shown on Attached Boring Location Diagram

| DEPTH, FT | SYMBOL | SAMPLE No. | RECOVERY (in.) | DESCRIPTION OF MATERIAL                                                                                                             | USCS | % <#200 | HAND PENETROMETER, TSF |     | LAB. COHESION, TSF |     | WATER CONTENT, % |    | BLOWS PER FT |
|-----------|--------|------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------|------|---------|------------------------|-----|--------------------|-----|------------------|----|--------------|
|           |        |            |                |                                                                                                                                     |      |         | 0.4                    | 0.8 | 1.2                | 1.6 | PL               | LL |              |
| 0         |        |            |                | Surface Description= Grass Cover<br>Rootmat: 2 inches                                                                               |      |         |                        |     |                    |     |                  |    |              |
| 1         |        | 1          | 18             | FILL- predominately sandy lean clay soft to firm, orange-brown, with black sheet plastic, shale fragments and rootlets              |      |         |                        |     |                    |     |                  |    | 4            |
| 2.5       |        | 2          | 8              | - becomes very soft to soft, light brown, with chert fragments below 2 feet                                                         |      |         |                        |     |                    |     |                  |    | 2            |
| 3         |        | 3          | 10             | - becomes predominately sandy fat clay soft, red fat clay and light brown sandy silty clay                                          |      |         |                        |     |                    |     |                  |    | 3            |
| 5         |        | 4          | 18             | - becomes predominately sandy silty clay firm, orange-brown and tan, with organics and rootlets, has strong odor of decaying matter |      |         |                        |     |                    |     |                  |    | 5            |
| 7.5       |        | 5          | 10             | - becomes predominately lean clay with sand soft, light gray, tan and orange, with organics                                         |      | 85      |                        |     |                    |     |                  |    | 3            |
| 10        |        |            |                |                                                                                                                                     |      |         |                        |     |                    |     |                  |    |              |
| 12.5      |        |            |                |                                                                                                                                     |      |         |                        |     |                    |     |                  |    |              |
| 15        |        | 6          | 18             | - becomes soft to firm, tan, red, orange, dark gray, light gray, and dark brown, with fine to coarse sand                           |      |         |                        |     |                    |     |                  |    | 4            |
| 17.5      |        |            |                |                                                                                                                                     |      |         |                        |     |                    |     |                  |    |              |

COMPLETION DEPTH: 25 ft.      DEPTH TO WATER: DURING DRILLING: Dry  
DATE: 3/24/16      AT COMPLETION: Dry  
RIG: Geoprobe 7720DT      AT 24 HOURS: N/A

Page 1 of 2

**LOG OF BORING NO.B-1**Evaluation of Earth Slope Failure - Crescent Street  
North of 1405, 1407, 1409 Crescent Street**GTS, Inc.**

Geotechnical &amp; Testing Services

Fayetteville, AR

Project No.: 16-15044

Location: Shown on Attached Boring Location Diagram

| DEPTH, FT | SYMBOL                                                                            | SAMPLES | SAMPLE No.                                                                                                                                                             | RECOVERY (in.) | DESCRIPTION OF MATERIAL                                                                            | USCS                                                                                     | % #200 | HAND PENETROMETER, TSF ■ |     |     |     | BLOWS PER FT |       |
|-----------|-----------------------------------------------------------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------|--------------------------|-----|-----|-----|--------------|-------|
|           |                                                                                   |         |                                                                                                                                                                        |                |                                                                                                    |                                                                                          |        | LAB. COHESION, TSF ▲     |     |     |     |              |       |
|           |                                                                                   |         |                                                                                                                                                                        |                |                                                                                                    |                                                                                          |        | 0.4                      | 0.8 | 1.2 | 1.6 |              |       |
|           |                                                                                   |         |                                                                                                                                                                        |                |                                                                                                    |                                                                                          |        | WATER CONTENT, %         |     |     |     |              |       |
|           |                                                                                   |         |                                                                                                                                                                        |                |                                                                                                    |                                                                                          |        | PL                       | LL  |     |     |              |       |
|           |                                                                                   |         |                                                                                                                                                                        |                |                                                                                                    |                                                                                          |        | 20                       | 40  | 60  | 80  |              |       |
| 20        |  |         | 7                                                                                                                                                                      | 12             | - gray silty sandy clay, and red gravelly clay<br>contains sandstone fragments and chert fragments |                                                                                          |        |                          |     |     |     |              | 4     |
| 22.5      |                                                                                   |         |                                                                                                                                                                        |                |                                                                                                    |                                                                                          |        |                          |     |     |     |              |       |
| 25        |                                                                                   |         | <br> | 8              | 10                                                                                                 | SANDY FAT CLAY<br>hard, red and light gray, with sandstone fragments and chert fragments | CH     |                          |     |     |     |              | 50/4" |
| 27.5      |                                                                                   |         |                                                                                                                                                                        |                |                                                                                                    |                                                                                          |        |                          |     |     |     |              |       |
| 30        |                                                                                   |         |                                                                                                                                                                        |                | CHERT<br>hard, light gray, with trace clay                                                         |                                                                                          |        |                          |     |     |     |              |       |
| 32.5      |                                                                                   |         |                                                                                                                                                                        |                | BOTTOM OF BORING AT 25 FEET                                                                        |                                                                                          |        |                          |     |     |     |              |       |
| 35        |                                                                                   |         |                                                                                                                                                                        |                |                                                                                                    |                                                                                          |        |                          |     |     |     |              |       |

Page 2 of 2

Page 2 of 2

**LOG OF BORING NO.B-2**

Evaluation of Earth Slope Failure - Crescent Street  
North of 1405, 1407, 1409 Crescent Street

**GTS, Inc.**  
Geotechnical & Testing Services

Fayetteville, AR

Project No.: 16-15044

Location: Shown on Attached Boring Location Diagram

| DEPTH, FT | SYMBOL                                                                             | SAMPLES | SAMPLE No. | RECOVERY (in.) | DESCRIPTION OF MATERIAL                                                                                                                       | USCS                                                                                                                                                | % <#200 | HAND PENETROMETER, TSF ■ |     |     |     | BLOWS PER FT |
|-----------|------------------------------------------------------------------------------------|---------|------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------------------|-----|-----|-----|--------------|
|           |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         | LAB. COHESION, TSF ▲     |     |     |     |              |
|           |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         | WATER CONTENT, % ●       |     |     |     |              |
|           |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         | 0.4                      | 0.8 | 1.2 | 1.6 |              |
|           |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         | PL ————— LL              |     |     |     |              |
|           |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         | 20                       | 40  | 60  | 80  |              |
| 0         |  |         |            |                | FILL- predominately sandy silt with clay<br>very loose, light brown and orangish<br>brown, with fine to medium sand,<br>organics and rootlets |                                                                                                                                                     |         |                          |     |     |     | 3            |
|           |                                                                                    | 1       | 12         |                | - contains sandy lean clay pockets and<br>gravel, variable moisture below 2 feet                                                              |                                                                                                                                                     |         |                          |     |     |     | 4            |
| 2.5       |                                                                                    |         | 2          | 12             |                                                                                                                                               | - becomes predominately lean clay with<br>sand below 3½ feet<br>very soft, light brown and orangish<br>brown, with sandstone and chert<br>fragments | 76      |                          |     |     |     | 2            |
|           |                                                                                    |         | 3          | 14             |                                                                                                                                               | - becomes predominately clayey sand<br>with gravel below 5 feet<br>very loose, light brown, with rootlets                                           |         |                          |     |     |     | 3            |
| 5         |                                                                                    |         | 4          | 18             |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |
|           |                                                                                    |         |            |                |                                                                                                                                               | - becomes predominately silty sand with<br>clay below 8½ feet<br>very loose, tan and light gray, with<br>rootlets                                   | 85      |                          |     |     |     | 2            |
| 7.5       |                                                                                    |         | 5          | 18             |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |
|           |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |
| 10        |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |
|           |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |
| 12.5      |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |
|           |                                                                                    |         |            |                | - becomes predominately sandy lean<br>clay below 13½ feet<br>has strong odor of decaying matter                                               |                                                                                                                                                     |         |                          |     |     |     | 6            |
| 15        |                                                                                    |         | 6          | 18             |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |
|           |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |
| 17.5      |                                                                                    |         |            |                |                                                                                                                                               |                                                                                                                                                     |         |                          |     |     |     |              |

|                          |                                      |                                                                                       |
|--------------------------|--------------------------------------|---------------------------------------------------------------------------------------|
| COMPLETION DEPTH: 20 ft. | DEPTH TO WATER: DURING DRILLING: Dry |  |
| DATE: 3/24/16            | AT COMPLETION: Dry                   |                                                                                       |
| RIG: Geoprobe 7720DT     | AT 24 HOURS: N/A                     |                                                                                       |

Page 1 of

COMPLETION DEPTH: 20 ft.

DATE: 3/24/16

RIG: Geoprobe 7720DT

DEPTH TO WATER: DURING DRILLING: Dry

AT COMPLETION: Dry

AT 24 HOURS: N/A

7/16

7/16

7/16

Page 1 of 2

**LOG OF BORING NO.B-2**Evaluation of Earth Slope Failure - Crescent Street  
North of 1405, 1407, 1409 Crescent Street**GTS, Inc.**  
Geotechnical & Testing Services  
Fayetteville, AR

Project No.: 16-15044

Location: Shown on Attached Boring Location Diagram

| DEPTH, FT | SYMBOL                                                                            | SAMPLES | SAMPLE No. | RECOVERY (in.) | DESCRIPTION OF MATERIAL                                                     | USCS | % <#200 | HAND PENETROMETER, TSF ■ |     |     |     | BLOWS PER FT |
|-----------|-----------------------------------------------------------------------------------|---------|------------|----------------|-----------------------------------------------------------------------------|------|---------|--------------------------|-----|-----|-----|--------------|
|           |                                                                                   |         |            |                |                                                                             |      |         | LAB. COHESION, TSF ▲     |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         | 0.4                      | 0.8 | 1.2 | 1.6 |              |
|           |                                                                                   |         |            |                |                                                                             |      |         | WATER CONTENT, % •       |     |     |     |              |
| PL        |                                                                                   | LL      |            |                |                                                                             |      |         |                          |     |     |     |              |
| 20        |                                                                                   | 40      |            | 60             |                                                                             | 80   |         |                          |     |     |     |              |
| 20        |  |         | 7          | 14             | SANDY GRAVEL<br>medium dense, light gray, with<br>weathered chert fragments | GM   |         | ●                        |     |     |     | 22           |
|           |                                                                                   |         |            |                | BOTTOM OF BORING AT 20 FEET                                                 |      |         |                          |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
| 22.5      |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
| 25        |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
| 27.5      |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
| 30        |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
| 32.5      |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
| 35        |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |
|           |                                                                                   |         |            |                |                                                                             |      |         |                          |     |     |     |              |

Page 2 of 2

Page 2 of 2

| Field Name | Field Value                                     |
|------------|-------------------------------------------------|
| PARCELID   | 01-08510-000                                    |
| ACRE_AREA  | 0.14                                            |
| OW_NAME    | HERNANDEZ, COURTNEY & ALBERTO & GARZA, EDDIE    |
| OW_ADD     | 1405 CRESSENT ST BENTONVILLE AR 72712-9402      |
| PH_ADD     | 1405 CRESSENT ST                                |
| ASSESS_VAL | 21990                                           |
| BMP_VAL    | 96950                                           |
| LAND_VAL   | 13000                                           |
| TOTAL_VAL  | 109950                                          |
| S,T,R      | 21-20-30                                        |
| SCHL_CODE  | C6                                              |
| GIS_EST_AC | 0.13856                                         |
| SUBDIVNAME | DOGWOOD PLACE-BENTONVILLE                       |
| PARCELID   | 01-08511-000                                    |
| ACRE_AREA  | 0.14                                            |
| OW_NAME    | DEZALDIVAR, NAPOLEON & CYNTHIA                  |
| OW_ADD     | 1407 CRESSENT ST BENTONVILLE AR 72712-9402      |
| PH_ADD     | 1407 CRESSENT ST                                |
| ASSESS_VAL | 21440                                           |
| BMP_VAL    | 94200                                           |
| LAND_VAL   | 13000                                           |
| TOTAL_VAL  | 107200                                          |
| S,T,R      | 21-20-30                                        |
| SCHL_CODE  | C6                                              |
| GIS_EST_AC | 0.14459                                         |
| SUBDIVNAME | DOGWOOD PLACE-BENTONVILLE                       |
| PARCELID   | 01-08512-000                                    |
| ACRE_AREA  | 0.13                                            |
| OW_NAME    | TAKSADJULVITH, TEPNEMET & BURKE, STEPHANIE LYNN |
| OW_ADD     | 1409 CRESSENT ST BENTONVILLE AR 72712-9402      |
| PH_ADD     | 1409 CRESSENT ST                                |
| ASSESS_VAL | 22520                                           |
| BMP_VAL    | 99600                                           |
| LAND_VAL   | 13000                                           |
| TOTAL_VAL  | 112600                                          |
| S,T,R      | 21-20-30                                        |
| SCHL_CODE  | C6                                              |
| GIS_EST_AC | 0.13376                                         |
| SUBDIVNAME | DOGWOOD PLACE-BENTONVILLE                       |



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

### AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

#### ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$150,000.00 to recognize a grant from the Walton Family Foundation and create the project for the Razorback Greenway Tree Planting Project.

#### 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



## BUDGET ADJUSTMENT REQUEST FORM

**Budget Adjustment #**  
(Assigned by Admin)

Department: Parks

**Date of Request:** June 20, 2016

| Acct Number        | Account Name    | Revenue + (-) | Expense + (-) | Fund Balance + (-) |
|--------------------|-----------------|---------------|---------------|--------------------|
| 010-5030-452.73-90 | Capital - Other |               | \$ 150,000.00 | \$ (150,000.00)    |
| 010-5030-452.73-90 | Capital - Other | \$ 150,000.00 |               | \$ 150,000.00      |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    | Totals          | \$ 150,000.00 | \$ 150,000.00 | \$ -               |

**Justification:**

Adjustment allows for grant paying for tree planting project for Razorback Greenway

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



# Memo



To: City Council, Mayor McCaslin  
From: David Wright, Parks and Recreation Director  
Date: June 15, 2016  
Re: City Council approval of a budget adjustment, in the amount of \$150,000, to recognize the grant award from the Walton Family Foundation to plant 120 trees on the Razorback Greenway.

---

As you know, Bentonville Parks and Recreation has a long history of partnering with the Walton Family Foundation to make projects become reality. Slaughter Pen Mountain Bike Trails, Memorial Park, Crystal Bridges Trail and the Razorback Greenway are just a few of these projects. The list is long, and significant. But the common denominator is the benefactor is always the citizens of Bentonville.

In 2013, Bentonville Parks and Recreation received a grant from the Walton Family Foundation to plant trees on the North Bentonville Trail. This allowed us to remove an old barbed wire fence separating the hard surface trail and mountain bike trails and replace it with approximately 200 trees. The project resulted in an immediate, significant improvement. Coupled with the addition of the public art along the greenway, it really gave this trail a "personality". Our Parks Board and staff were very proud of the results.

Recently, we were discussing the possibility of a similar project in other areas of the Razorback Greenway. We believe areas along the Wishing Spring Trail and South Bentonville Trail (all part of the Razorback Greenway network) would benefit from a tree planting project. During the discussion, members of the Walton Family Foundation expressed an interest in planting large trees, in excess of 30 – 40" tall in these areas. Parks and Recreation Staff researched and found a company who can supply 120, 6" caliper trees, that stand approximately 40' tall once installed. Together, with the Walton Family Foundation, we decided to move forward, pending City Council's approval, with a project that will include purchase, freight and installation of 120, 6" caliper trees along the greenway. The full price for the project is \$149,780.00. The Walton Family Foundation awarded the City \$150,000.00 to move forward with the project.

It should be noted the Bentonville Parks and Recreation Advisory Board and Staff are very appreciative of the generous grant from the Walton Family Foundation. Steuart Walton and Gary Vernon's support for this project is instrumental in it becoming reality.

If you have any questions regarding this item, please call me at 479.464.7275 or email [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).



**Razorback Greenway Tree Installation Project**  
**Tree / Installation Budget**  
**Based on 150 Trees**

|                                                        |              |                   |
|--------------------------------------------------------|--------------|-------------------|
| Installation                                           | \$300 / Tree | 36,000            |
| Freight <i>(see attached quote)</i>                    |              | 32,400            |
| Tree Purchase <i>(see attached quote)</i>              |              | 70,666            |
| Tax                                                    |              | 6,713.27          |
| Miscellaneous                                          |              | 4,000             |
| Soil Probe, Soil Prep / Conditioner, Gator Bags, Mulch |              |                   |
| <b>Total</b>                                           |              | <b>149,779.27</b> |



## Owner Purchase Quote with 5 Year Warranty

Number 15819  
Page 1 of 3

**Quote For:** City of Bentonville- Parks and Recreation  
Tim Perkins  
401 Northeast Moberly Lane  
Bentonville, AR 72712  
(478) 271-3108  
**Office**  
**Cell** (478) 321-9862  
**Email** tperkins@bentonvillear.com

**Project:** South Trail / North Trail  
**Ship To:** 401 Northeast Moberly Lane  
Bentonville, AR 72712

| Requested Delivery | Emp | Ship Via   | Ship By  | Terms | Quote Date |
|--------------------|-----|------------|----------|-------|------------|
| 09/15/16           | MJN | FOB Origin | 12/15/16 | COD   | 05/23/16   |

|                    |            |                                                                | Owner Purchase Pricing |             |             |            |
|--------------------|------------|----------------------------------------------------------------|------------------------|-------------|-------------|------------|
|                    |            |                                                                | Discounted             |             | Take All    |            |
| Qty                | Size       | Tree                                                           | Unit Price             | Extended    | Unit Price  | Extended   |
| <b>South Trail</b> |            |                                                                |                        |             |             |            |
| 14                 | 5.5-6.5 in | Quercus lyrata "QLFTB" / Highbeam® Overcup Oak                 | \$979.00               | \$12,222.00 | \$698.00    | \$9,772.00 |
| 8                  | 5.5-6.5 in | Quercus lyrata "QLR5" / Resilience™ Overcup Oak                | \$793.00               | \$6,344.00  | \$634.00    | \$5,072.00 |
| 14                 | 6-7 in     | Quercus nuttallii "QNSTD" / Sangria® Red Leaf Nuttall Oak      | \$724.00               | \$10,136.00 | \$579.00    | \$8,106.00 |
| 12                 | 6-7 in     | Quercus phellos "Fortitude" / Fortitude™ Willow Oak            | \$724.00               | \$8,688.00  | \$579.00    | \$6,948.00 |
| 12                 | 4-5 in     | Ulmus americana Jefferson / Jefferson American Elm             | \$655.00               | \$7,860.00  | \$524.00    | \$6,288.00 |
| <b>North Trail</b> |            |                                                                |                        |             |             |            |
| 10                 | 5.5-6.5 in | Quercus lyrata "QLFTB" / Highbeam® Overcup Oak                 | \$873.00               | \$8,730.00  | \$888.00    | \$8,880.00 |
| 10                 | 5-6 in     | Quercus nuttallii "QNSTD" / Sangria® Red Leaf Nuttall Oak      | \$598.00               | \$5,980.00  | \$479.00    | \$4,790.00 |
| 10                 | 5-6 in     | Quercus phellos "QPSTJ" / Ascend® Willow Oak                   | \$598.00               | \$5,980.00  | \$479.00    | \$4,790.00 |
| 10                 | 4-5 in     | Ulmus americana Jefferson / Jefferson American Elm             | \$655.00               | \$6,550.00  | \$524.00    | \$5,240.00 |
| 10                 | 5-6 in     | Metasequoia glyptostroboides "Palatka" / Palatka® Dawn Redwood | \$793.00               | \$7,930.00  | \$634.00    | \$6,340.00 |
| 10                 | 5-6 in     | Taxodium distichum "Solina" / Autumn Gold™ Bald Cypress        | \$793.00               | \$7,930.00  | \$634.00    | \$6,340.00 |
|                    |            |                                                                | \$88,350.00            |             | \$70,666.00 |            |

|                                                                                          |             |
|------------------------------------------------------------------------------------------|-------------|
| Extended Discounted Price                                                                | \$88,350.00 |
| Extended Take All Price applies only if total proposal is purchased per following terms* | \$70,666.00 |

Note: Acknowledgement Terms are on page 2 of this quote. You are currently on page 1.

Spaced based on anticipated growth.

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Current approximate freight rates to Bentonville, AR: 18 trucks at \$2,700/truck = \$48,600

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**Please Note:**

Select Trees will reserve these trees at Take All Owner Purchase Price if verbal confirmation is received by 05/23/16 and deposit of \$35,333.00 is received by 06/23/16 and all material on this quote is purchased and shipped between 09/15/16 and 12/15/16 or within four weeks of request to harvest by purchaser, whichever date first occurs. Trees shipped after this date will incur an additional holding charge of 1% per tree per day due prior to shipping. Select Trees requires a three week maximum notice prior to desired ship date.

Discounted-unit prices, plus 1.5% per month late charge will apply if payment is not received by Select Trees, Inc. per terms.

Prices do not include freight or sales tax.

*The*  
**WALTON FAMILY**  
FOUNDATION

---

P.O. Box 2030 | Bentonville, AR 72712-2030  
479.464.1570 phone | 479.464.1580 fax  
[www.waltonfamilyfoundation.org](http://www.waltonfamilyfoundation.org)

June 13, 2016

David Wright  
City of Bentonville  
117 West Central Boulevard  
Bentonville, AR 72712

RE: Grant #2016-873

Dear David Wright,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$150,000.00 to City of Bentonville ("Grantee"). This grant is at recommendation of Steuart Walton and is subject to the terms attached.

The grant funds are to plant trees along the Razorback Greenway that will provide a scenic canopy when riding or walking. An electronic grant payment for the full amount of the grant has been initiated. The funds should arrive in your account within 14 days.

Publicizing or recognizing the grant and the Foundation in Grantee's publications, communications and events in a manner consistent with similar grants obtained by Grantee is permitted, and is subject to approval by the Foundation. If publicized or recognized, the grant should be listed as from The Steuart Walton Fund of the Walton Family Foundation.

For all communications regarding this grant, your point of contact at the Foundation will be Gary Vernon, Program Officer, Special Interest Programs. Your Program Officer can be contacted via phone or email as follows: Telephone number (479) 802-7324, Fax number (479) 464-1580, and Email [gvernon@wffmail.com](mailto:gvernon@wffmail.com).

Sincerely,



Naccaman G. Williams  
Program Director  
Special Interest

Enclosure

## WALTON FAMILY FOUNDATION GRANT TERMS

By accepting a grant from the Walton Family Foundation ("Foundation"), your organization ("Grantee") acknowledges and agrees to the following terms regarding the grant:

1. **Grantee's Organizational Status.** Grantee represents to the Foundation that Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code.

2. **Accounting.** The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of these grant terms, "grant funds" include the grant and any income earned thereon. Grantee will account for and maintain records of receipts and expenditures of the grant funds in accordance with generally accepted accounting principles.

3. **Restrictions on Grant Use.** Grantee will use the grant funds only for the purposes of the grant, and will comply with all applicable laws and regulations in administering and expending the grant funds. In no event will Grantee use any grant funds:

- (a) to lobby for or against, or otherwise to attempt to influence, government legislation;
- (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
- (c) to undertake any activity other than for a charitable, educational or other tax-exempt purpose specified in section 170(c)(2)(B) of the Code.

4. **Gratuities.** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

5. **Grant Publicity.** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

6. **Additional Information.** The Foundation may request Grantee to provide such information as is necessary or appropriate for the Foundation to determine that the grant funds are being used for the purposes intended. Grantee agrees to provide such information upon request.



| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input checked="" type="checkbox"/> | Ordinance         |       |
| <input type="checkbox"/>            | Resolution        |       |
| <input type="checkbox"/>            | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

### ACTION REQUIRED:

City Council approval of a bid waiver, in the amount of \$109,780 to Select Trees, of Athens, GA for a tree planting project on the Razorback Greenway.

### 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



## REQUEST FOR WAIVER OF BID

Date 6/15/2016

Requested by: David Wright

Department: Parks and Recreation

### DESCRIPTION OF REQUEST:

Type of Equipment: 120, 5-7" caliper trees for Razorback Greenway

Year & Model: \_\_\_\_\_

Serial # \_\_\_\_\_

To Be Purchased From: Select Trees of Athens, GA

|         |              |                      |
|---------|--------------|----------------------|
| Amount: | Base Amount: | \$ 70,666.00         |
|         | Tax:         | \$ 6,713.27          |
|         | *Other:      | \$ 32,400.00         |
|         | <b>TOTAL</b> | <b>\$ 109,779.27</b> |

\* List all other costs:

### JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

Select Trees is the only vendor in the Southeast US who can provide the quantity and size of trees needed for this project. Attempts were made to many farms to provide something close to this size. None could deliver as many as 5+ inch caliper trees.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Director of Finance & Administration

Revised 6-18-99

# Memo



To: City Council, Mayor McCaslin  
From: David Wright, Parks and Recreation Director  
Date: June 15, 2016  
Re: City Council approval of an ordinance authorizing a bid waiver in the amount of \$109,780.00 to Select Trees, of Athens, GA for a tree project for the Razorback Greenway.

---

Parks and Recreation Staff is requesting City Council approve an ordinance authorizing a bid waiver in the amount of \$103,066.00 to Select Trees for a tree project along the Razorback Greenway.

As we discussed in the previous City Council item, the Walton Family Foundation awarded Bentonville Parks and Recreation a \$150,000.00 grant for the purchase and installation of 120 trees for the Razorback Greenway. While our two groups were working on the project, we searched most of this area of the country looking for a tree farm who could provide trees for our project.

Tim Perkins, Parks Horticulturist, and Crant Osborne, Parks Maintenance Supervisor, worked many hours looking for tree farms with this type of inventory. We only found one farm with the quantities and sizes were looking for. Select Trees, of Athens, GA, can provide trees ranging from 5.5" – 7" in caliper and as much as 50' tall. Select Trees comes with an extraordinary reputation, having provided trees for facilities such as Crystal Bridges and Augusta National Golf Club.

Select Trees is so successful and well known because of an enhance root system process they have perfected. As you will see in the support documents, these trees will not come with the typical root ball that we purchase from most tree farms. Instead roots are enhanced providing a higher survival rating and a quicker growth. Also attached to this memo are examples of Select Trees projects where the trees not only survived, but flourished.

The bid waiver amount of \$103,066.00 consists of a \$70,666.00 price tag for the trees and \$32,400.00 for freight of the trees. These trees will be delivered on 12 trucks from Athens to Bentonville. Parks and Recreation will work with our Purchasing Department to bid the installation to local, qualified landscape firms. We anticipate installation will run approximately \$300.00 per tree. This project will come at no cost to the City of Bentonville.

Again, Bentonville Parks and Recreation Advisory Board and Staff are very appreciative for the generous grant from the Walton Family Foundation. These trees will make an immediate impact on the Razorback Greenway.

If you have any questions regarding this item, please call me at 479.464.7275 or email [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).



**Razorback Greenway Tree Installation Project**  
**Tree / Installation Budget**  
**Based on 150 Trees**

|                                                        |              |                   |
|--------------------------------------------------------|--------------|-------------------|
| Installation                                           | \$300 / Tree | 36,000            |
| Freight <i>(see attached quote)</i>                    |              | 32,400            |
| Tree Purchase <i>(see attached quote)</i>              |              | 70,666            |
| Tax                                                    |              | 6,713.27          |
| Miscellaneous                                          |              | 4,000             |
| Soil Probe, Soil Prep / Conditioner, Gator Bags, Mulch |              |                   |
| <b>Total</b>                                           |              | <b>149,779.27</b> |



## Owner Purchase Quote with 5 Year Warranty

Number 15819  
Page 1 of 3

**Quote For:** City of Bentonville- Parks and Recreation  
Tim Perkins  
401 Northeast Moberly Lane  
Bentonville, AR 72712  
(478) 271-3109  
**Office**  
**Cell** (478) 321-9862  
**Email** tperkins@bentonvillear.com

**Project:** South Trail / North Trail  
**Ship To:** 401 Northeast Moberly Lane  
Bentonville, AR 72712

| Requested Delivery | Emp | Ship Via   | Ship By  | Terms | Quote Date |
|--------------------|-----|------------|----------|-------|------------|
| 09/15/16           | MJN | FOB Origin | 12/15/15 | COD   | 05/23/16   |

|                    |            |                                                                | Owner Purchase Pricing |             |             |            |
|--------------------|------------|----------------------------------------------------------------|------------------------|-------------|-------------|------------|
|                    |            |                                                                | Discounted             |             | Take All    |            |
| Qty                | Size       | Tree                                                           | Unit Price             | Extended    | Unit Price  | Extended   |
| <b>South Trail</b> |            |                                                                |                        |             |             |            |
| 14                 | 5.5-6.5 in | Quercus lyrata "QLFTB" / Highbeam® Overcup Oak                 | \$873.00               | \$12,222.00 | \$698.00    | \$9,772.00 |
| 8                  | 5.5-6.5 in | Quercus lyrata "QLR5" 0' / Resilience™ Overcup Oak             | \$793.00               | \$6,344.00  | \$634.00    | \$5,072.00 |
| 14                 | 8-7 in     | Quercus nuttallii "QNSTD" / Sangria® Red Leaf Nuttall Oak      | \$724.00               | \$10,136.00 | \$579.00    | \$8,106.00 |
| 12                 | 8-7 in     | Quercus phellos "Fortitude" / Fortitude™ Willow Oak            | \$724.00               | \$8,688.00  | \$579.00    | \$6,948.00 |
| 12                 | 4-5 in     | Ulmus americana Jefferson / Jefferson American Elm             | \$655.00               | \$7,860.00  | \$524.00    | \$6,288.00 |
| <b>North Trail</b> |            |                                                                |                        |             |             |            |
| 10                 | 5.5-6.5 in | Quercus lyrata "QLFTB" / Highbeam® Overcup Oak                 | \$873.00               | \$8,730.00  | \$698.00    | \$6,980.00 |
| 10                 | 5-6 in     | Quercus nuttallii "QNSTD" / Sangria® Red Leaf Nuttall Oak      | \$598.00               | \$5,980.00  | \$479.00    | \$4,790.00 |
| 10                 | 5-6 in     | Quercus phellos "QPSTJ" / Ascend® Willow Oak                   | \$598.00               | \$5,980.00  | \$479.00    | \$4,790.00 |
| 10                 | 4-5 in     | Ulmus americana Jefferson / Jefferson American Elm             | \$655.00               | \$6,550.00  | \$524.00    | \$5,240.00 |
| 10                 | 5-6 in     | Metasequoia glyptostroboides "Palatka" / Palatka® Dawn Redwood | \$793.00               | \$7,930.00  | \$634.00    | \$6,340.00 |
| 10                 | 5-6 in     | Taxodium distichum "Solina" / Autumn Gold™ Bald Cypress        | \$793.00               | \$7,930.00  | \$634.00    | \$6,340.00 |
|                    |            |                                                                | \$88,350.00            |             | \$70,666.00 |            |

|                                                                                          |             |
|------------------------------------------------------------------------------------------|-------------|
| Extended Discounted Price                                                                | \$88,350.00 |
| Extended Take All Price applies only if total proposal is purchased per following terms* | \$70,666.00 |

Note: Acknowledgement Terms are on page 2 of this quote. You are currently on page 1.

~~Spaced based on anticipated growth.~~

---

~~Current approximate freight rates to Bentonville, AR: 42 trucks at \$2700/truck = \$113,400~~

---

**Please Note:**

Select Trees will reserve these trees at Take All Owner Purchase Price if verbal confirmation is received by 05/25/16 and deposit of \$35,333.00 is received by 06/23/16 and all material on this quote is purchased and shipped between 02/15/16 and 12/15/16 or within four weeks of request to harvest by purchaser, whichever date first occurs. Trees shipped after this date will incur an additional holding charge of 1% per tree per day due prior to shipping. Select Trees requires a three week minimum notice prior to desired ship date.

Discounted-unit prices, plus 1.5% per month late charge will apply if payment is not received by Select Trees, Inc. per terms.

Prices do not include freight or sales tax.

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND  
CITY CLERK TO ENTER INTO AN AGREEMENT WITH  
SELECT TREES OF ATHENS, GEORGIA AND WAIVING  
THE REQUIREMENT OF COMPETITIVE BIDDING.**

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

**Section 1:** That the Mayor and Clerk should be and are hereby authorized to purchase trees from Select Trees of Athens, Georgia, in the amount of \$109,780.00 as set forth in the attached Exhibit A.

**Section 2:** Because Select Trees of Athens, Georgia is the only vendor in the Southeast United States that can provide the quantity and size of trees needed for this project, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



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

### AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

#### ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$63,000.00 to recognize a grant from the Walton Family Foundation for the purchase and installation of new fitness equipment along the North Bentonville Trail / Razorback Greenway.

#### 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





Budget Adjustment #  
(Assigned by Admin)

Department: Accounting/Purchasing

Date of Request: June 16, 2016

| Acct Number        | Account Name    | Revenue + (-) | Expense + (-) | Fund Balance + (-) |
|--------------------|-----------------|---------------|---------------|--------------------|
| 010-5030-452.73-90 | Capital - Other | \$63,000.00   |               | \$ 63,000.00       |
| 010-5030-452.73-90 | Capital - Other |               | \$63,000.00   | \$ (63,000.00)     |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    |                 |               |               | \$ -               |
|                    | Totals          | \$ 63,000.00  | \$ 63,000.00  | \$ -               |

**Justification:**

Budget Adjustment recognizes revenue from grant from Walton Family Foundation and expenses for new fitness station along Razorback Greenway.

FOR ACCTING 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



# Memo



To: City Council, Mayor McCaslin  
From: David Wright, Parks and Recreation Director  
Date: June 15, 2016  
Re: City Council approval of a budget adjustment, to recognize a \$63,000.00 grant award, for the purchase and installation of a fitness station on the North Bentonville Trail / Razorback Greenway.

---

With the growing popularity of our trail system, we constantly look for ways to enhance one's experience while they are along the trails. Additionally, we look for ways utilize our parks and trail system to enhance the quality of life for our citizens.

Recently, our team began discussing the need for an outdoor fitness area at one of our public parks. An ideal fitness area is one that is accessible and usable for people of all ages. The Parks and Recreation team worked with a park equipment manufacturer to determine the best equipment to include in our project and create a budget. Both parks staff and the Parks and Recreation Advisory Board approved the elements of the fitness park.

Once we had the appropriate design, Parks and Recreation Staff worked with the Walton Family Foundation to secure funding. Thanks to Gary Vernon and Steuart Walton, the Walton Family Foundation agreed to fund 100% of the project, essentially allowing us to move forward immediately. In addition, members of the Family Foundation discussed including a fitness stairs area. We will continue to work on this possible amenity to see if it can become reality moving forward.

This resolution is to approve the budget adjustment recognizing the \$63,000.00 in revenue for the project, and adjusting the Parks Capital budget to reflect the income. The total price of the project, including equipment and installation, is \$62,482.52.

If you have any questions regarding this item, please call me at 479.464.7275 or email [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

QUOTE  
 #112845

06/01/2016

**Parcourse Fitness Equipment with PIP Revised**

City of Bentonville  
 Attn: David Wright  
 3108 SE J Street  
 Bentonville, AR 72712  
 Phone: 479-271-3115  
 dwright@bentonvillear.com

Project #: P82514  
 Ship To Zip: 72712

| Quantity                                                                                                                     | Part #  | Description                                                                                                                                                                          | Unit Price  | Amount      |
|------------------------------------------------------------------------------------------------------------------------------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 1                                                                                                                            | 13178   | GameTime - Log Hop Station<br>[Basic: _____]                                                                                                                                         | \$1,400.00  | \$1,400.00  |
| 2                                                                                                                            | 13180   | GameTime - Bench Dip Station<br>[Basic: _____] [Deck:Pvc: _____]                                                                                                                     | \$1,753.00  | \$3,506.00  |
| 2                                                                                                                            | 13181   | GameTime - Sit-Up Station<br>[Basic: _____] [Deck:Pvc: _____]                                                                                                                        | \$1,652.00  | \$3,304.00  |
| 1                                                                                                                            | 13182   | GameTime - Push-Up Station<br>[Basic: _____]                                                                                                                                         | \$1,136.00  | \$1,136.00  |
| 1                                                                                                                            | 13184   | GameTime - Knee Lift Station<br>[Basic: _____]                                                                                                                                       | \$1,037.00  | \$1,037.00  |
| 1                                                                                                                            | 13188   | GameTime - Body Curl Station<br>[Basic: _____] [Deck:Pvc: _____]                                                                                                                     | \$1,664.00  | \$1,664.00  |
| 1                                                                                                                            | 13240   | GameTime - Joint Use Chin-Up Bar Station<br>[Accent: _____] [Basic: _____]                                                                                                           | \$1,187.00  | \$1,187.00  |
| 1                                                                                                                            | 13276   | GameTime - Plyometric Box (12")<br>[Basic: _____]                                                                                                                                    | \$454.00    | \$454.00    |
| 1                                                                                                                            | 13278   | GameTime - Plyometric Box (24")<br>[Basic: _____]                                                                                                                                    | \$502.00    | \$502.00    |
| 2                                                                                                                            | 13280   | GameTime - Balance Board Station                                                                                                                                                     | \$301.00    | \$602.00    |
| 1                                                                                                                            | 14900   | GameTime - Assisted Balance Walk<br>[Accent: _____] [Basic: _____]                                                                                                                   | \$1,396.61  | \$1,396.61  |
| 1                                                                                                                            | 5036    | GameTime - Custom Fiberglass Sign 2S<br>[Basic: _____]                                                                                                                               | \$2,062.00  | \$2,062.00  |
| 1                                                                                                                            | INSTALL | MISC - Installation of above fitness equipment                                                                                                                                       | \$17,605.00 | \$17,605.00 |
| *Pricing includes installation of fitness equipment, provision and installation of concrete pad and any necessary site work. |         |                                                                                                                                                                                      |             |             |
| 1716                                                                                                                         | PIP     | GT-Impax - Poured In Place Safety Surfacing 1.5" thick for 4' CFH, 50% standard color / 50% black, per sq ft<br>*Pricing includes site security, dumpster, freight and installation. | \$11.66     | \$20,008.56 |



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

QUOTE  
#112845

06/01/2016

### Parcourse Fitness Equipment with PIP Revised

\*Site must be clear, level, free of obstructions and accessible.

|                      |                    |
|----------------------|--------------------|
| SubTotal:            | \$55,864.17        |
| Tax:                 | \$5,307.10         |
| Freight:             | \$1,311.31         |
| <b>Total Amount:</b> | <b>\$62,482.58</b> |

**Pricing:** Prices are firm for 30 days unless otherwise noted. Above costs assume one shipment and one installation unless otherwise noted. Taxes will be shown as a separate line item if included. Any applicable taxes not shown will be applied to the final invoice.

**Lead Time/shipment:** Standard orders shipped 4 weeks after receipt of order and acceptance of your purchase order, color selections, approved submittals, (if required) unless otherwise noted. Custom equipment and shades may require a longer lead time. Surfacing lead time is approximately 2 weeks after scheduling request. It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery. Equipment may be sent in multiple shipments based on point of origin.

**Payment Terms:** Payment in full, Net 30 days subject to approval by Credit Manager. Pre-payment may be required for orders equaling less than \$5,000. A signed P.O. made out to Gametime C/O Cunningham Associates, Inc. or this signed quotation is required for all orders unless otherwise noted. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Game Time unless otherwise directed.

**Returns:** Returns are available on shipments delivered within the last 60 days and only if the product is in merchantable condition, has never been installed, and has never been stored in an area of little or no protection. A 25% restocking fee will be applied to all goods. Customer will be charged freight for both the outbound and inbound shipment. Any credit will be based on the condition of the item upon its return. Uprights cannot be returned.

*Acceptance of this proposal indicates your agreement to the terms and condition stated herein.*

**Wish to pay by credit card? Please complete the following information:**

\_\_\_\_\_ Mastercard \_\_\_\_\_ Visa \_\_\_\_\_ AMEX

Credit Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

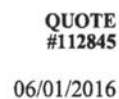
CSC, Card Security Code: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

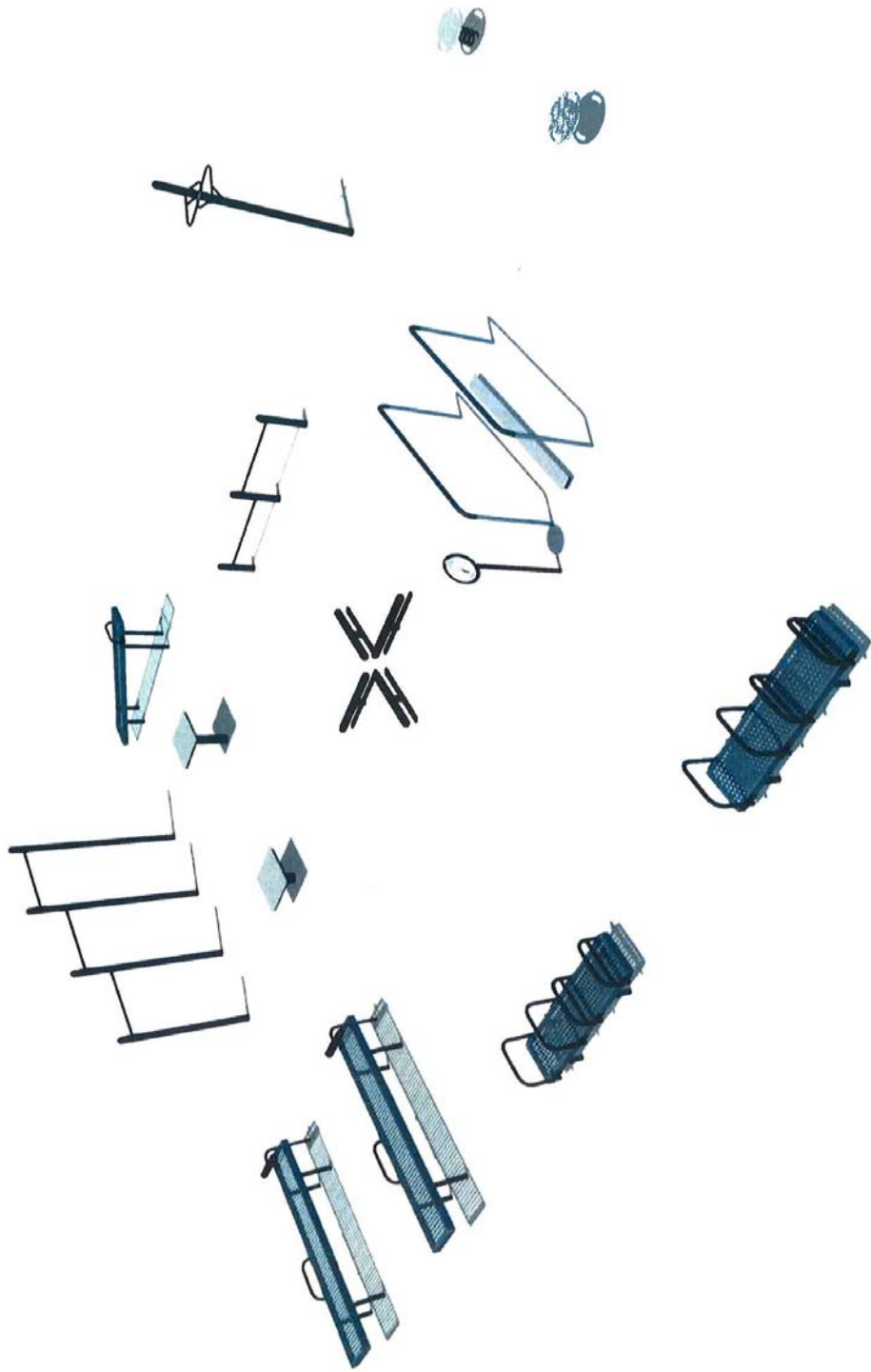
Amount to be charged to card: \_\_\_\_\_

Email or Fax credit card receipt to: \_\_\_\_\_

Site should be clear, level and allow for unrestricted access of trucks and machinery. Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. The customer is responsible for theft or damage of the equipment from the time the equipment is off-loaded until the installation of the equipment is complete, unless other arrangements are made and noted on the quotation. Price includes ONLY what is stated in this quotation. If additional site work or equipment is needed then the price is subject to change. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost. Customer will be billed hourly or per job for any additional costs.



~ 64 ~



*The*  
**WALTON FAMILY**  
FOUNDATION

---

P.O. Box 2030 | Bentonville, AR 72712-2030  
479.464.1570 phone | 479.464.1580 fax  
[www.waltonfamilyfoundation.org](http://www.waltonfamilyfoundation.org)

June 8, 2016

David Wright  
City of Bentonville  
117 West Central Boulevard  
Bentonville, AR 72712

RE: Grant #2016-977

Dear David Wright,

It is my pleasure to inform you that The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$63,000.00 to City of Bentonville ("Grantee"). This grant is at recommendation of Stuart Walton and is subject to the terms attached.

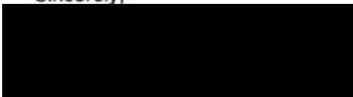
The grant funds are to support the installation of an outdoor fitness area along the Razorback Greenway at Slaughterpen trails, as more fully described in the project quote by Cunningham Recreation, dated June 6, 2016. An electronic grant payment for the full amount of the grant has been initiated. The funds should arrive in your account within 14 days.

Reporting: Please provide the foundation with a final report due June 30, 2016. The report shall include photos of installation when complete. Please send all reports electronically to [specialinterest@wffmail.com](mailto:specialinterest@wffmail.com) and reference Grant #2016-977 on all reports submitted.

Publicizing or recognizing the grant and the Foundation in Grantee's publications, communications and events in a manner consistent with similar grants obtained by Grantee is permitted, and is subject to approval by the Foundation. If publicized or recognized, the grant should be listed as from The Stuart Walton Fund of the Walton Family Foundation.

For all communications regarding this grant, your point of contact at the Foundation will be Gary Vernon, Program Officer, Special Interest Programs. Your Program Officer can be contacted via phone or email as follows: Telephone number (479) 802-7324, Fax number (479) 464-1580, and Email [gvern@wffmail.com](mailto:gvern@wffmail.com).

Sincerely,



Buddy D. Philpot  
Executive Director

Enclosure

**WALTON FAMILY FOUNDATION  
GRANT TERMS**

By accepting a grant from the Walton Family Foundation ("Foundation"), your organization ("Grantee") acknowledges and agrees to the following terms regarding the grant:

1. **Grantee's Organizational Status.** Grantee represents to the Foundation that Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code.

2. **Accounting.** The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of these grant terms, "grant funds" include the grant and any income earned thereon. Grantee will account for and maintain records of receipts and expenditures of the grant funds in accordance with generally accepted accounting principles.

3. **Restrictions on Grant Use.** Grantee will use the grant funds only for the purposes of the grant, and will comply with all applicable laws and regulations in administering and expending the grant funds. In no event will Grantee use any grant funds:

- (a) to lobby for or against, or otherwise to attempt to influence, government legislation;
- (b) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
- (c) to undertake any activity other than for a charitable, educational or other tax-exempt purpose specified in section 170(c)(2)(B) of the Code.

4. **Gratuities.** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

5. **Grant Publicity.** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

6. **Additional Information.** The Foundation may request Grantee to provide such information as is necessary or appropriate for the Foundation to determine that the grant funds are being used for the purposes intended. Grantee agrees to provide such information upon request.



| CHECK ALL THAT APPLY                |                   |       |
|-------------------------------------|-------------------|-------|
| <input type="checkbox"/>            | Bid Award         | Bid # |
| <input type="checkbox"/>            | Budget Adjustment |       |
| <input type="checkbox"/>            | Change Order      |       |
| <input type="checkbox"/>            | Informational     |       |
| <input type="checkbox"/>            | Ordinance         |       |
| <input checked="" type="checkbox"/> | Resolution        |       |
| <input type="checkbox"/>            | Other             |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

418-7133

#### ACTION REQUIRED:

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Ozark Tennis Academy for the Facility Professional at Memorial Park Tennis Complex.

#### 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



# Memo



To: City Council, Mayor McCaslin  
From: Lee Farmer, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: 6/16/2016  
Re: Council approval of resolution authorizing the Mayor and City Clerk to enter into an agreement with Ozark Tennis Academy to serve as the Tennis Facility Professional.

---

Parks and Recreation is requesting City Council to approve a resolution, authorizing the Mayor and Clerk to enter into agreement with Ozark Tennis Academy as the Tennis Facility Pro at Memorial Park Tennis Complex.

On March 21, 2016 Parks & Recreation and Purchasing advertised a request for proposal for a Tennis Professional. Two applicants were interviewed by the tennis selection committee which was comprised of Parks and Recreation Staff, Parks and Recreation Advisory Board Members, and City Council. The selection committee reviewed the candidates proposed programs, tournaments, and fee structure. Ozark Tennis Academy was chosen based on this interview process.

Over the several years, Ozark Tennis Academy has provided high quality tennis programs for children and adults at Memorial Park. OTA is a local organization dedicated to developing a strong work ethic, teamwork, and discovery to participants through their tennis programs.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email [lfarmer@bentonvillear.com](mailto:lfarmer@bentonvillear.com).



### Contract of Employment

#### Facility Tennis Professional for Bentonville Parks and Recreation

This agreement made and entered into this 5<sup>th</sup> day of May 2016, by and between the City of Bentonville (City) and Ozark Tennis Academy (Facility Tennis Pro) shall determine the relationship of the parties and set forth the rights and responsibilities of each. This agreement shall commence on \_\_\_\_\_, 20\_\_ and shall terminate on the last day of December, 20\_\_. This contract is a one year agreement, renewable for two additional years if mutually agreed upon by the Facility Tennis Pro and the Parks and Recreation Director.

1. This serves as a professional service agreement for a Tennis Facility Pro and shall remain in full force and effect until modified in writing by mutual consent of the parties or until terminated according to the terms outlined in Paragraph (2).
2. This agreement is for the operation of the courts at Memorial Park Tennis Complex. Additional court space at Wildwood courts may be reserved for programming and special events if mutually agreed upon by the Facility Tennis Pro and the Director of Parks and Recreation.
3. All provisions of the Contract shall be performed in good faith. If the City of Bentonville becomes dissatisfied with the performance of the Facility Tennis Pro, the contract may be terminated by the Mayor or Director of Parks and Recreation or his assignee.
4. The Facility Tennis Pro will adhere to the previously signed agreement between the City of Bentonville and the Bentonville High School(s) Tennis Program.
5. The Facility Tennis Pro may hire additional staff as needed with the understanding that such staff are employees of the Facility Tennis Pro. All payments to the assistants will come directly from the Facility Tennis Pro.
6. Facility Tennis Pro shall understand the programs being offered are by way of Bentonville Parks and Recreation. Facility Tennis Pro is expected to promote the City of Bentonville and Bentonville Parks and Recreation in a professional manner, enhancing the department and the tennis facility. If inappropriate actions are being performed, this contract can be terminated by the Director of Parks and Recreation or his assignee.
7. At all times the Facility Tennis Pro, or any employees of the Facility Tennis Pro, who are present at any City of Bentonville tennis facility, are to reflect the representation of Bentonville Parks and Recreation and such programming. This includes promotion of only Bentonville Parks, and Rec programming, wearing Bentonville Parks and Recreation uniform, or any other forms of program promotion.
8. Facility Tennis Pro and all staff will agree to a security background check to be performed by the City of Bentonville annually.

9. Facility Tennis Pro and Parks and Recreation Staff will work collaboratively to develop a comprehensive Facility Tennis Program that includes recreational opportunities for youth and adult participants. These programs may include, but not limited to leagues, lessons, events, tournaments and open recreation. Facility Tennis Pro will assist in determining the dates and times for programs and special events.
10. Program schedules will be determined seasonally by the following dates between the Facility Tennis Pro and Bentonville Parks and Recreation.
  - a. Spring Season programming will be planned and designed no later than December 1 prior to the spring.
  - b. Summer Season programming will be planned and designed no later than February 1 prior to the summer.
  - c. Fall Season programming will be planned and designed no later than April 1 prior to the fall.
11. Facility Tennis Pro will partner with Camp Bentonville to put on, at least, two (2) camp programs during the year.
12. The Facility Tennis Pro will submit Bentonville Parks and Recreation an invoice for tennis programming on the 1<sup>st</sup> and 15<sup>th</sup> of each month, or the first business day following. Bentonville Parks and Recreation will submit payment for such invoice within two weeks of receipt of invoice.
13. Parks and Recreation will be responsible for marketing, promotion and registration of said programs and events. This includes, but is not limited to, preparing brochures, flyers and program guides, registration forms, posters and other promotional materials. Parks and Recreation will distribute forms to the public and will promote programs in publications and web marketing.
14. Registration for all programs will occur at Bentonville Parks and Recreation facilities or online at Bentonville Parks and Recreation sites. All registration funds will come directly to Bentonville Parks and Recreation and will be distributed to the Facility Tennis Pro once payment is received. Parks and Recreation will receive 15% of gross revenue for all programs and events. The Facility Tennis Pro shall receive 85% of all youth and adult program revenue. All expenses for the program are the responsibility of the Facility Tennis Pro.
  - a. Parks and Recreation will receive 10% of gross revenue for all tournaments and camps. The Facility Tennis Pro shall receive 90% of all tournament and camp gross revenue.
15. The Facility Tennis Pro will be responsible for staffing the Memorial Park Tennis Courts to operate any program offered by the creation of this agreement. Facility Tennis Pro must be available to answer questions from patrons about programs. Facility Tennis Pro is expected to enforce rules and regulations of this facility.
16. Bentonville Parks and Recreation 's point of contact for Ozark Tennis Academy for all tennis programming will be Matias De Ganero and Beau Basham acting on behalf of Ozark Tennis Academy. If at any point these point of contacts change, Bentonville Parks and Recreation must be notified immediately.
17. Facility Tennis Pro and his / her staff will work with Parks and Recreation to perform one (1) free Facility Tennis Promotion day annually.
18. Facility Tennis Pro and Parks and Recreation will meet bi-weekly, or more often as needed, to be sure all parties are up to date on the status of the tennis program and of upcoming events and programs at the facility.
19. The Facility Tennis Pro will work with Bentonville Parks and Recreation to schedule all events, programs, and tournaments to avoid scheduling conflicts.

20. The Facility Tennis Pro shall abide by and enforce all regulations of the City applicable to the premises of the Tennis Complex. Days and hours of operation of the complex shall be recommended by the Facility Tennis Pro with final approval from the Director of Parks and Recreation or his assignee.
21. The Facility Tennis Pro and his staff shall be responsible for keeping the playing courts and Tennis complex clean, neat and orderly. The City shall furnish all cleaning supplies and shall be responsible for maintenance of the buildings and courts and grounds.
22. All rules and regulations, administrative policies, and all fees to be charged at the Tennis complex shall be recommended by the Facility Tennis Pro and approved by the Director of Parks and Recreation or his assignee.
23. The Facility Tennis Pro shall have immediate authority over all assistants. Final authority of hiring and firing of tennis assistants rests with the Facility Tennis Pro.
24. It is understood by both parties that private enterprises can be used as a sponsor in tournaments and special activities in Memorial Park with final approval of the Parks and Recreation Director or his assignee.
25. The Facility Tennis Pro will work with the Parks and Recreation Director to determine the overall direction of the Tennis Complex. The Facility Tennis Pro hours will be determined by leagues and scheduled lessons that will be approved by the Director of Parks and Recreation or his assignee.
26. The Facility Tennis Pro will be available to assist third party events and tournaments when assigned by the Parks and Recreation Supervisor.
27. The Facility Tennis Pro shall comply with all Federal, State, and local laws, and ordinances. He shall also comply with the Americans with Disabilities Act which prohibits discrimination against individuals with disabilities and providing public services. The Facility Tennis Professional shall be expected to comply with all rules and regulations governing all employees and independent contractors of the City of Bentonville, Arkansas.

  
Facility Tennis Professional

Date

\_\_\_\_\_  
Mayor Bob McCaslin

\_\_\_\_\_  
Date

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

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AGREEMENT WITH  
OZARK TENNIS ACADEMY FOR A TENNIS PROGRAM  
AT MEMORIAL PARK.**

**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 Ozark Tennis Academy for a tennis program at Memorial Park Tennis Complex, 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 \_\_\_\_\_, 2016.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

### ACTION REQUIRED:

City Council approval of a final reconciliation change order, in the amount of \$979.42, for the Citizens Park Restrooms.

### 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



# Memo



To: City Council, Mayor McCaslin  
From: Lee Farmer, Recreation Services Manager  
Through: David Wright, Parks and Recreation Director  
Date: 6/16/2016  
Re: Council approval of final reconciliation change order for the Citizens Park Restrooms.

---

Parks and Recreation is requesting City Council to approve change order in the amount of 979.42 for the Citizens Park Restrooms.

As you may recall, the City of Bentonville hired Pick-It Construction, early in the spring to construct the new Citizens Park restrooms and concession. This project has gone extremely well with virtually no issues during the four months of construction. In order to complete the project, we asked the contractors to make a change to the exterior doors. The change includes adding closers to the three exterior doors.

The building received its Certificate of Occupancy on Friday, June 16. Once this change order is complete, the project will be concluded. The facility will be available for use when soccer season begins in August.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email [lfarmer@bentonvillear.com](mailto:lfarmer@bentonvillear.com).



10024 N. Campbell Rd. Fayetteville, AR 72701

**Change Order # 3 Project #6939**

Owner: City of Bentonville

Architect: JKJ Architects

Project: Citizens park Concession Building

---

The contract is changed as follows:

|   |          | Additional labor, materials, and equipment per attached |
|---|----------|---------------------------------------------------------|
| 1 | \$633.60 | 3 closers with 90* stop, on exterior doors              |
| 2 | \$225.00 | Install labor                                           |
| 3 | \$103.03 | Contractor fee (12%)                                    |
| 4 | \$17.79  | Bond fee (1.85%)                                        |
| 5 | \$979.42 | Total Change Order                                      |

---

**Breakdown:**

|                                                                          |               |
|--------------------------------------------------------------------------|---------------|
| The original contract sum was                                            | \$ 314,000.00 |
| Net change by previously authorized change orders                        | \$ 0.00       |
| The contract sum prior to this change order was                          | \$ 314,000.00 |
| The contract sum will be increased by this change order in the amount of | \$ 979.42     |
| The new contract sum including this change order will be                 | \$ 314,979.42 |

The contract time will be increased by..... ( 0 ) days

---



Accepted By:

Contractor:

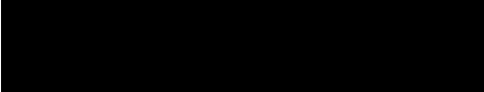
NATHAN OGDEN  
Print Name

Architect:

JIM MAYER  
Print Name

Owner:

BOB MCCASLIN  
Print Name



\_\_\_\_\_  
Sign

5/12/16  
Date

6/16/16  
Date

\_\_\_\_\_  
Date



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

### ACTION REQUIRED:

City Council approval of a budget adjustment, in the amount of \$200,000, to recognize a grant from the Walton Family Foundation for Parks and Recreation to begin the process of adopting a new 10 Year Master Plan for the department.

### 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





# Memo



To: City Council, Mayor McCaslin  
From: David Wright, Parks and Recreation Director  
Date: June 15, 2016  
Re: City Council approval of a budget adjustment, in the amount of \$200,000, to recognize the grant award from the Walton Family Foundation for Parks and Recreation to begin the process of creating and adopting a new 10 Year Master Plan for Parks and Recreation.

---

Parks and Recreation Staff seeks City Council approval of a budget adjustment in the amount of \$200,000.00 to recognize revenue from a grant from the Walton Family Foundation allowing Parks and Recreation to begin the process of adopting a new 10 Year Master Plan for Bentonville Parks and Recreation.

It is standard in the Parks and Recreation field for departments to have a 10 year planning document. City Council adopted Bentonville Parks and Recreation's last plan in 2007. However, with assistance of the Parks and Recreation Bond, generous funding from the general fund and many great financial partners, most of the 2007 plan is complete. Normally, we would plan to begin a new plan next year.

Several months ago, we approached the Walton Family Foundation to discuss a grant that will allow us to begin the process earlier. Fortunately for Parks and Recreation, the Walton Family Foundation very generously agreed to fund this project up to \$200,000.00.

This council item is to accept the grant and approve the budget adjustment for the project. At a future meeting, we will come back to the City Council to enter into an agreement with the planning firm to conduct the service. The plan is to begin the process this fall and be complete with the plan in spring 2017.

If you have any questions regarding this item, please call me at 479.464.7275 or email [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

### ACTION REQUIRED:

Staff recommends Council approval of a Resolution authorizing the Mayor and Public Works Director to execute a Utility Relocation Agreement for the relocation of water and sanitary sewer utilities associated with the 8th Street Improvement Project (AHTD Project No. 090218). Since this project includes Federal funding, it will be overseen by the Arkansas State Highway and Transportation Department. Therefore, this agreement is required and will govern the reimbursement eligibility.

### COST TO CITY:

Cost of this Request: \$0

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



# Memo



**To:** City Council, Mayor McCaslin

**From:** Mike Bender

**CC:**

**Date:** June 17, 2016

**Re:** Utility Relocation Agreement, 8<sup>th</sup> Street Improvement Project, ATHD  
Project No. 090218

---

Staff recommends Council approval of a resolution authorizing the Mayor and Public Works Director to execute a utility relocation agreement for relocation of water and sanitary sewer utilities associated with the 8<sup>th</sup> Street Improvement Project.

Utility relocation will accommodate road improvements of the 8<sup>th</sup> Street Improvement Project which extends from SW I Street to the eastern side of Interstate 49. Since Federal funding is involved, the Arkansas Highway and Transportation Department (AHTD) will oversee the project. This agreement will govern the amount reimbursable from the Federal Highway Administration (FHWA). Funds already allocated to the 8<sup>th</sup> Street Project will cover the City and Owner portions as outlined in the agreement. Federal funds will cover 80% of the costs that qualify as reimbursable. Based on engineering estimates, 38.18% of this project qualifies for 80% reimbursement. This project has been advertised for bid and has a bid deadline of July 21. The reimbursement factor could change depending on actual bids received and awarded. This agreement, although an agreement between the City and one of its own departments, is required by AHTD and FHWA to proceed with the project.

Thank you for your consideration of this request.



Owner will not commence work until authorized by the City/Department and will then endeavor to begin within 120 calendar days and complete within see exhibit A calendar days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

(1) Expenses incurred under an actual cost agreement may be billed to the City/Department monthly in increments of \$5,000.00 or more.

(2) Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

(3) Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall save the City/Department, its officers and employees harmless in all circumstances.

Notwithstanding anything hereinbefore written, neither the Owner nor the City by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

**City of Bentonville  
(Water & Sewer)**

**City of Bentonville**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**EXHIBIT A**Job 090376 Portion:

Adjust water facilities to clear highway construction by abandoning approximately 2,830 LF of 24" water main, 20 LF 12" water main, 1,665 LF of 8" water main, and 155 LF of 6" water main complete with appurtenances. Restore water service by installing 3,031 LF of 24" water main, 183 LF of 12" water main, and 736 LF of 8" water main complete with appurtenances.

Adjust sewer facilities to clear highway construction by abandoning approximately 725 LF of 8" sewer main complete with appurtenances. Restore sewer service by installing 453 LF of 8" sewer main complete with appurtenances.

Owner will endeavor to begin this work within 120 calendar days and complete within 90 calendar days thereafter.

Job 090377 Portion:

Adjust water facilities to clear highway construction by abandoning approximately 160 LF of 16" water main, 397 LF 12" water main, 3,002 LF of 8" water main, 7,483 LF of 6" water main, and 320 LF of 2" water main complete with appurtenances. Restore water service by installing 250 LF of 16" water main, 500 LF 12" water main, 11,775 LF of 8" water main, and 50 LF of 6" water main complete with appurtenances. Owner is installing 8" water main in place of 6" water main based on the Owner's standard specifications, which is not considered betterment.

Adjust sewer facilities to clear highway construction by abandoning approximately 734 LF of 12" sewer main and 5,304 LF of 8" sewer main complete with appurtenances. Restore sewer service by installing 3,600 LF of 12" sewer main and 4,700 LF of 8" sewer main complete with appurtenances.

Owner will endeavor to begin this work within 120 calendar days and complete within 420 calendar days thereafter.

Of the 22,070 LF of main to be abandoned, 8,427 LF are located on easements or are reimbursable by prior rights; therefore, this work is  $8,427 / 22,070 = 38.18\%$  reimbursable. Owner will perform this work with competitively bid contract forces.

## Summary of Cost – Job 090376 Portion

|                          |                        |
|--------------------------|------------------------|
| Construction             | \$ 1,789,777.20        |
| Construction Engineering | \$ 65,862.67           |
| Health Department Review | \$ 500.00              |
| <b>TOTAL</b>             | <b>\$ 1,856,139.87</b> |

## Summary of Cost – Job 090377 Portion

|                          |                        |
|--------------------------|------------------------|
| Construction             | \$ 3,934,061.00        |
| Construction Engineering | \$ 384,933.73          |
| Health Department Review | \$ 500.00              |
| <u>TOTAL</u>             | <u>\$ 4,319,494.73</u> |

GRAND TOTAL – Job 090218 (Utilities) \$ 6,175,634.60

Reimbursable Cost \$ 6,175,634.60 X 38.18% = \$ 2,357,857.29

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

A RESOLUTION AUTHORIZING THE MAYOR AND PUBLIC WORKS DIRECTOR TO EXECUTE A UTILITY RELOCATION AGREEMENT FOR RELOCATION OF WATER AND SANITARY SEWER UTILITIES ASSOCIATED WITH THE 8<sup>TH</sup> STREET IMPROVEMENT PROJECT (AHTD PROJECT NO. 090218)

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

**Section 1:** That the Mayor and Public Works Director be and are hereby authorized to execute a utility relocation agreement for relocation of water and sanitary sewer utilities associated with the 8<sup>th</sup> Street Improvement Project (AHTD Project No. 090218) 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 \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |       |
|----------------------|-------------------|-------|-------|
| X                    | Bid Award         | Bid # | 16-17 |
|                      | Budget Adjustment |       |       |
|                      | Change Order      |       |       |
|                      | Informational     |       |       |
|                      | Ordinance         |       |       |
|                      | Resolution        |       |       |
|                      | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

### ACTION REQUIRED:

Staff requests City Council approve a budget adjustment in the amount of \$100,900 for additional costs associated with construction improvements at McKissic Creek Lift Station. Five construction bids were submitted. The low bid was \$393,000.00 submitted by Crossland Heavy. The estimate received when preparing the 2016 budget was \$332,000.00, which included \$39,900.00 for engineering fees.

### COST TO CITY:

Cost of this Request: \$393,000

Additional Budget Amount \$100,900

☒ One time amount

☐ Continuing O and M

|                            |    |         |
|----------------------------|----|---------|
| Previously Budgeted        | \$ | 332,000 |
| Funds Expended to Date     |    | 39,900  |
| Remaining Budget           |    | 292,100 |
| Budget Adjustment          |    | 100,900 |
| Remaining After Adjustment | \$ | 393,000 |

*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





**Date of Request:** June 28, 2016

**Justification:**

Revised 5/1/07



# Memo



To: City Council, Mayor McCaslin  
From: Nancy Busen, Wastewater Utilities  
CC: Mike Bender, Public Works Director  
Date: June 20, 2016  
Re: Bid Award for McKissic By-Pass Channel

---

Staff requests City Council award Bid # 16-17 for construction of a gated influent by-pass channel, with barscreen and relocation of the Turner influent line to the headworks of the lift station to Crossland Heavy Contractors for the sum of \$393,000.00. This bid was the lowest of five submitted bids.

Staff budgeted at total of \$332,000 for this project, based on estimates received when preparing the 2016 budget. This estimate included engineering fees. Therefore a budget adjustment of \$100,900.00 is needed to begin this improvement.

McKissic Lift Station, 3690 Peach Tree Road, Bentonville, AR; was constructed with one influent channel. Maintenance on equipment located in that channel requires plugging the incoming sewer line until work is completed. Major repairs could cause overflows from the manholes located along that line. Plans call for constructing a gated bypass channel, with barscreen adjacent to existing influent channel; redirecting flow from the "Turner" influent line to the existing channel with barscreen. Debris and rags from unscreened flow cause damage to pumps and equipment. The bypass channel will enable redirection of flow to accommodate for maintenance on equipment in either channel, without requiring plugging of the incoming sewer lines and backing up of wastewater in the sewer system, as well as protect equipment by screening all flow to the station. The low bid for construction of this 2016 budgeted infrastructure improvement was higher than anticipated.

Thank you,



2049 E. Joyce Blvd.  
Suite 400  
Fayetteville, AR 72703  
TEL 479.527.9100  
FAX 479.527.9101  
www.GarverUSA.com

June 17, 2016

Mr. Mike Bender, P.E.  
City of Bentonville  
117 W. Central Ave.  
Bentonville, AR 72712

Re: City of Bentonville  
Bentonville McKissic Lift Station Headworks Improvements – Bid 16-17  
Recommendation of Award

Dear Mr. Bender:

Bids were received for the Bentonville McKissic Lift Station Headworks Improvements project at the City of Bentonville purchasing office at 1:30 p.m. on June 15, 2016. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of five bids were received on the project. Crossland Heavy Contractors, Inc. submitted the low bid for the project in the amount of \$393,000.00.

We believe that the bid submitted by Crossland Heavy Contractors, Inc. represents a good value for the City of Bentonville. We recommend that the construction contract for the Bentonville McKissic Lift Station Headworks Improvements be awarded to Crossland Heavy Contractors, Inc.

Please call me if you have any questions.

Sincerely,

GARVER, LLC

Chris Buntin, P.E.  
Project Manager

cc: Kathy Bertschy and Nancy Busen (City of Bentonville)

Attachments: Bid Tabulation, two pages



Bentonville McKissic Lift Station Headworks Improvements  
BID 16-17  
City of Bentonville, Arkansas  
Bid Opening - June 15th, 2016

Engineer's Estimate      Crossland Heavy Contractors, Inc.      VEI General Contractors

| #              | Description                                                                                 | Estimated Quantity | Unit | Unit Price    | Total         | Unit Price    | Total         | Unit Price    | Total        |
|----------------|---------------------------------------------------------------------------------------------|--------------------|------|---------------|---------------|---------------|---------------|---------------|--------------|
| 1              | Mobilization                                                                                | 1                  | LS   | \$10,000.00   | \$ 10,000.00  | \$9,000.00    | \$ 9,000.00   | \$3,700.00    | \$ 3,700.00  |
| 2              | Trench Excavation Safety                                                                    | 1                  | LS   | \$1,000.00    | \$ 1,000.00   | \$2,500.00    | \$ 2,500.00   | \$16,000.00   | \$ 16,000.00 |
| 3              | Wastewater Bypass Pumping                                                                   | 1                  | LS   | \$2,000.00    | \$ 2,000.00   | \$8,000.00    | \$ 8,000.00   | \$43,000.00   | \$ 43,000.00 |
| 4              | Remove and Replace Existing, 2 Gates at North End of Existing Headworks Screening Structure | 1                  | LS   | \$25,000.00   | \$ 25,000.00  | \$7,000.00    | \$ 7,000.00   | \$33,600.00   | \$ 33,600.00 |
| 5              | New Diversion, Overflow Structure and Gates                                                 | 1                  | LS   | \$60,000.00   | \$ 60,000.00  | \$99,000.00   | \$ 99,000.00  | \$94,500.00   | \$ 94,500.00 |
| 6              | New Manual Bar Screen Structure                                                             | 1                  | LS   | \$110,000.00  | \$ 110,000.00 | \$141,000.00  | \$ 141,000.00 | \$58,500.00   | \$ 58,500.00 |
| 7              | Two New 6' ID Manholes                                                                      | 1                  | LS   | \$10,000.00   | \$ 10,000.00  | \$8,500.00    | \$ 8,500.00   | \$14,000.00   | \$ 14,000.00 |
| 8              | 24" Ductile Iron Pipe, Fittings, and Connections                                            | 1                  | LS   | \$35,000.00   | \$ 35,000.00  | \$49,500.00   | \$ 49,500.00  | \$43,000.00   | \$ 43,000.00 |
| 9              | 16" Ductile Iron Pipe, Fittings, and Connections                                            | 1                  | LS   | \$30,000.00   | \$ 30,000.00  | \$24,500.00   | \$ 24,500.00  | \$34,000.00   | \$ 34,000.00 |
| 10             | Rock Excavation                                                                             | 25                 | CY   | \$200.00      | \$ 5,000.00   | \$200.00      | \$ 5,000.00   | \$900.00      | \$ 7,500.00  |
| 11             | Groundwater Dewatering                                                                      | 1                  | LS   | \$1,500.00    | \$ 1,500.00   | \$4,500.00    | \$ 4,500.00   | \$10,000.00   | \$ 10,000.00 |
| 12             | Acceptance Testing (Water, Sewer, Concrete, ACHM, and Backfill)                             | 1                  | LS   | \$1,000.00    | \$ 1,000.00   | \$3,500.00    | \$ 3,500.00   | \$7,800.00    | \$ 7,800.00  |
| 13             | Remove Existing and Install New Fire Hydrant Assembly, Including Pavement Repair            | 1                  | LS   | \$7,500.00    | \$ 7,500.00   | \$4,000.00    | \$ 4,000.00   | \$9,100.00    | \$ 9,100.00  |
| 14             | Site Restoration (Topsoil, Seed, Mulch, and Water)                                          | 1                  | LS   | \$2,500.00    | \$ 2,500.00   | \$4,500.00    | \$ 4,500.00   | \$8,800.00    | \$ 8,800.00  |
| 15             | New 16" Gate                                                                                | 1                  | LS   | \$1,500.00    | \$ 1,500.00   | \$6,500.00    | \$ 6,500.00   | \$4,200.00    | \$ 4,200.00  |
| 16             | New ACHM Pavement                                                                           | 1                  | LS   | \$5,000.00    | \$ 5,000.00   | \$9,500.00    | \$ 9,500.00   | \$32,000.00   | \$ 32,000.00 |
| 17             | Relocate Headworks Power Feed if Required                                                   | 1                  | LS   | \$1,000.00    | \$ 1,000.00   | \$5,000.00    | \$ 5,000.00   | \$15,500.00   | \$ 15,500.00 |
| 18             | Relocate Control Panel Power Feed if Required                                               | 1                  | LS   | \$2,000.00    | \$ 2,000.00   | \$2,500.00    | \$ 2,500.00   | \$14,400.00   | \$ 14,400.00 |
| Total Base Bid |                                                                                             |                    |      | \$ 310,000.00 |               | \$ 303,000.00 |               | \$ 449,600.00 |              |





Bentonville McKissic Lift Station Headworks Improvements  
BID 16-17  
City of Bentonville, Arkansas  
Bid Opening - June 15th, 2016

J. S. Haren Company Haren Construction Company, Inc. JLBryson, Inc.

| #                           | Description                                                                                 | Estimated Quantity | Unit | Unit Price    | Total         | Unit Price     | Total         | Unit Price     | Total         |
|-----------------------------|---------------------------------------------------------------------------------------------|--------------------|------|---------------|---------------|----------------|---------------|----------------|---------------|
| 1                           | Mobilization                                                                                | 1                  | LS   | \$15,500.00   | \$ 15,500.00  | \$25,000.00    | \$ 25,000.00  | \$64,200.00    | \$ 64,200.00  |
| 2                           | Trench Excavation Safety                                                                    | 1                  | LS   | \$5,000.00    | \$ 5,000.00   | \$2,000.00     | \$ 2,000.00   | \$7,300.00     | \$ 7,300.00   |
| 3                           | Wastewater Bypass Pumping                                                                   | 1                  | LS   | \$14,000.00   | \$ 14,000.00  | \$3,000.00     | \$ 3,000.00   | \$16,200.00    | \$ 16,200.00  |
| 4                           | Remove and Replace Existing, 2 Gates at North End of Existing Headworks Screening Structure | 1                  | LS   | \$16,000.00   | \$ 16,000.00  | \$20,000.00    | \$ 20,000.00  | \$38,900.00    | \$ 38,900.00  |
| 5                           | New Diversion, Overflow Structure and Gates                                                 | 1                  | LS   | \$96,000.00   | \$ 96,000.00  | \$150,000.00   | \$ 150,000.00 | \$108,300.00   | \$ 108,300.00 |
| 6                           | New Manual Bar Screen Structure                                                             | 1                  | LS   | \$114,975.00  | \$ 114,975.00 | \$242,000.00   | \$ 242,000.00 | \$79,600.00    | \$ 79,600.00  |
| 7                           | Two New 6' ID Manholes                                                                      | 1                  | LS   | \$60,000.00   | \$ 60,000.00  | \$20,000.00    | \$ 20,000.00  | \$18,900.00    | \$ 18,900.00  |
| 8                           | 24" Ductile Iron Pipe, Fittings, and Connections                                            | 1                  | LS   | \$54,000.00   | \$ 54,000.00  | \$20,000.00    | \$ 20,000.00  | \$58,400.00    | \$ 58,400.00  |
| 9                           | 18" Ductile Iron Pipe, Fittings, and Connections                                            | 1                  | LS   | \$62,000.00   | \$ 62,000.00  | \$20,000.00    | \$ 20,000.00  | \$53,900.00    | \$ 53,900.00  |
| 10                          | Rock Excavation                                                                             | 25                 | CY   | \$1,100.00    | \$ 27,500.00  | \$250.00       | \$ 6,250.00   | \$352.00       | \$ 8,800.00   |
| 11                          | Groundwater Dewatering                                                                      | 1                  | LS   | \$1,500.00    | \$ 1,500.00   | \$2,000.00     | \$ 2,000.00   | \$3,700.00     | \$ 3,700.00   |
| 12                          | Acceptance Testing (Water, Sewer, Concrete, ACHM, and Backfill)                             | 1                  | LS   | \$6,250.00    | \$ 6,250.00   | \$2,750.00     | \$ 2,750.00   | \$17,600.00    | \$ 17,600.00  |
| 13                          | Remove Existing and Install New Fire Hydrant Assembly, Including Pavement Repair            | 1                  | LS   | \$2,500.00    | \$ 2,500.00   | \$10,000.00    | \$ 10,000.00  | \$11,400.00    | \$ 11,400.00  |
| 14                          | Site Restoration (Topsoil, Seed, Mulch, and Water)                                          | 1                  | LS   | \$900.00      | \$ 900.00     | \$3,000.00     | \$ 3,000.00   | \$9,400.00     | \$ 9,400.00   |
| 15                          | New 16" Gate                                                                                | 1                  | LS   | \$975.00      | \$ 975.00     | \$3,000.00     | \$ 3,000.00   | \$6,300.00     | \$ 6,300.00   |
| 16                          | New ACHM Pavement                                                                           | 1                  | LS   | \$3,500.00    | \$ 3,500.00   | \$10,000.00    | \$ 10,000.00  | \$19,400.00    | \$ 19,400.00  |
| 17                          | Relocate Headworks Power Feed if Required                                                   | 1                  | LS   | \$2,100.00    | \$ 2,100.00   | \$1,000.00     | \$ 1,000.00   | \$9,500.00     | \$ 9,500.00   |
| 18                          | Relocate Control Panel Power Feed if Required                                               | 1                  | LS   | \$700.00      | \$ 700.00     | \$1,000.00     | \$ 1,000.00   | \$9,500.00     | \$ 9,500.00   |
| Total Base Bid <sup>1</sup> |                                                                                             |                    |      | \$ 473,400.00 |               | Total Base Bid | \$ 541,000.00 | Total Base Bid | \$ 541,300.00 |

Notes

Submitted Bid was \$447,000. Tabulated, corrected cost are \$473,400



| CHECK ALL THAT APPLY |                   |       |       |
|----------------------|-------------------|-------|-------|
| X                    | Bid Award         | Bid # | 16-18 |
|                      | Budget Adjustment |       |       |
|                      | Change Order      |       |       |
|                      | Informational     |       |       |
|                      | Ordinance         |       |       |
|                      | Resolution        |       |       |
|                      | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Nancy Busen

Department

Wastewater

Phone

479-271-3161

### ACTION REQUIRED:

Staff requests City Council approval of bid award # 16-18 , to Crow Paving of Morrilton, AR in an amount not to exceed \$138,850.00 for removal and replacement of damaged concrete in the wastewater plant clarifier floor. This is a 2016 budgeted item.

### COST TO CITY:

Cost of this Request: \$138,850

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



# ***Memo***



To: City Council, Mayor McCaslin  
From: Nancy Busen, Wastewater Utilities  
CC: Mike Bender  
Date: June 28, 2016  
Re: Bid award # 16-18, Wastewater Clarifier Floor Repair

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Staff requests City Council award bid # 16-18 to Crow Paving of Morrilton, AR, in an amount not to exceed \$ 138,850.00, for removal and replacement of a damaged section of concrete on the wastewater plant clarifier floor. This is a 2016 budgeted item.

Thank you



2049 E. Joyce Blvd.  
Suite 400  
Fayetteville, AR 72703  
TEL 479.527.9100  
FAX 479.527.9101  
www.GarverUSA.com

June 17, 2016

Mr. Mike Bender, P.E.  
City of Bentonville  
117 W. Central Ave.  
Bentonville, AR 72712

Re: City of Bentonville  
Bentonville Final Clarifier No. 1 Improvements – Bid 16-18  
Recommendation of Award

Dear Mr. Bender:

Bids were received for the Bentonville Final Clarifier No. 1 Improvements project at the City of Bentonville purchasing office at 2:00 p.m. on June 15, 2016. The bids have been checked for accuracy and for compliance with the contract documents. A tabulation of the bids received is enclosed with this letter.

A total of two bids were received on the project. Crow Paving, Inc. (located in Morrilton, Arkansas) submitted the low bid for the project in the amount of \$138,850.00, slightly under Garver's estimated cost of \$140,000. However, the price bid for Item 6 (New Basin Bottom Grout) is much lower than Garver's estimate. We discussed with Crow Paving, and they are able to perform the work for this item at the price submitted.

We believe that the bid submitted by Crow Paving, Inc. represents a good value for the City of Bentonville. We recommend that the construction contract for the Bentonville Final Clarifier No. 1 Improvements be awarded to Crow Paving, Inc.

Please call me if you have any questions.

Sincerely,

GARVER, LLC



Chris Buntin, P.E.  
Project Manager

cc: Kathy Bertschy and Nancy Busen (City of Bentonville)

Attachments: Bid Tabulation



Bentonville Final Clarifier No. 1  
Bid 16-18  
City of Bentonville, Arkansas  
Bid Opening - June 15th, 2016



Engineer's Estimate

|                |                                                                         |                    | Crow Paving, Inc. |               |               | Haren Construction Company, Inc. |              |               |
|----------------|-------------------------------------------------------------------------|--------------------|-------------------|---------------|---------------|----------------------------------|--------------|---------------|
| #              | Description                                                             | Estimated Quantity | Unit              | Unit Price    | Total         | Unit Price                       | Total        | Total         |
| 1              | Mobilization                                                            | 1                  | LS                | \$10,000.00   | \$ 10,000.00  |                                  |              |               |
| 2              | Trench Excavation Safety                                                | 1                  | LS                | \$1,000.00    | \$ 1,000.00   | \$15,000.00                      | \$ 15,000.00 | \$ 10,000.00  |
| 3              | Wellpoint Groundwater Dewatering                                        | 1                  | LS                | \$30,000.00   | \$ 30,000.00  | \$700.00                         | \$ 700.00    | \$ 500.00     |
| 4              | Removal and Disposal of Basin Bottom Grout                              | 1                  | LS                | \$25,000.00   | \$ 25,000.00  | \$55,000.00                      | \$ 55,000.00 | \$ 10,000.00  |
| 5              | Crack Injection (Paid per Linear Foot and Field Verified with Engineer) | 150                | LF                | \$30.00       | \$ 4,500.00   | \$41,900.00                      | \$ 41,900.00 | \$ 150,000.00 |
| 6              | New Basin Bottom Grout                                                  | 1                  | LS                | \$65,000.00   | \$ 65,000.00  | \$65.00                          | \$ 9,750.00  | \$ 9,000.00   |
| 7              | Cleanup and Demobilization                                              | 1                  | LS                | \$4,500.00    | \$ 4,500.00   | \$16,000.00                      | \$ 16,000.00 | \$ 83,000.00  |
| Total Base Bid |                                                                         |                    |                   | \$ 140,000.00 | \$ 140,000.00 | \$500.00                         | \$ 500.00    | \$ 5,500.00   |
| Total Base Bid |                                                                         |                    |                   | \$ 138,850.00 | \$ 138,850.00 | Total Base Bid                   |              |               |
|                |                                                                         |                    |                   |               |               | \$ 268,000.00                    |              |               |



signed  
Buntin  
17  
0-05'00"



| CHECK ALL THAT APPLY                |                   |       |  |
|-------------------------------------|-------------------|-------|--|
| <input checked="" type="checkbox"/> | Bid Award         | Bid # |  |
| <input type="checkbox"/>            | Budget Adjustment |       |  |
| <input type="checkbox"/>            | Change Order      |       |  |
| <input type="checkbox"/>            | Informational     |       |  |
| <input type="checkbox"/>            | Ordinance         |       |  |
| <input type="checkbox"/>            | Resolution        |       |  |
| <input type="checkbox"/>            | Other             |       |  |

### AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

#### ACTION REQUIRED:

Recommend the Mayor and City Council award the street light installation bid to Bill's Electric Inc. for a 1-yr period. Price breakdown is attached.

#### 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



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## **M E M O R A N D U M**

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**DATE:** June 17, 2016

**TO:** City Council, Mayor McCaslin

**FROM:** Travis Matlock, Engineer Director

**RE:** Bid Award to Bill's Electric Inc. for Street Light Installation

The Electric Department recommends awarding the bid for street light installation to Bill's Electric Inc. per the price breakdown attached.

Bill's Electric will work with BEUD on various projects to install any street lights required by the development or road extension to allow BEUD to focus on overhead/underground line extensions. BEUD will provide the required materials and inspect the work when complete.

The bid award is for 1 year.

**BID FORM**

Project: Streetlight Installation

In compliance with the Invitation for Bids, dated 05/19/2016, the undersigned Bidder:

BILL'S ELECTRIC INC.

\*a corporation organized and existing under the laws of the State of: ARKANSAS

\*a partnership consisting of: \_\_\_\_\_

\*an individual trading as: \_\_\_\_\_

(\*fill in as appropriate)

Of the City of LOWELL in the State of ARKANSAS  
agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation to Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City Of Bentonville, within ten (10) working days after receipt of said Notice of Award, the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City Of Bentonville as an additional insured.

Bidder understands that the City reserves the right to reject any or all bids and to waive any formality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

Schedule of Prices

See attached Streetlight Installation Blanket

By 

Telephone #: 479-770-5300

Name: El: Llanes

Fax #: 479-770-5301

Title: Service Manager

Email: ELlanes@beijoplin.com

Business Name: BEI

Date: 6-15-16

Mailing  
Address: 313 S. Lincoln  
Lowell, Ar 72745

Physical  
Address: \_\_\_\_\_  
\_\_\_\_\_

Tax ID Number



Arkansas Contractor's License # 0077850416

Monetary Limit \_\_\_\_\_



**City of Bentonville Electric Utilities Department  
Streetlight Installation Blanket  
Bid Form**

| Line Item Number                            | BEUD DS Number | Description                                                                     | QTY | Price Each | Ext Price   |
|---------------------------------------------|----------------|---------------------------------------------------------------------------------|-----|------------|-------------|
| <b>SETTING POLES/FIXTURES<sup>1,2</sup></b> |                |                                                                                 |     |            |             |
| 1                                           | DS-1101        | 16' Aluminum Pole / Contempo Fixture                                            | 1   | \$ 630.00  | \$ -        |
| 2                                           | DS-1102        | 12' Wadsworth Pole / Granville Fixture                                          | 1   | \$ 330.00  | \$ -        |
| 3                                           | DS-1103        | 12' Wadsworth Pole / Arlington Fixture                                          | 1   | \$ -       | \$ -        |
| 4                                           | DS-1104        | 12' Wadsworth Pole / Syracuse Fixture                                           | 1   | \$ -       | \$ -        |
| 5                                           | DS-1105        | 12' Wadsworth Pole / Gold Granville Fixture                                     | 1   | \$ -       | \$ -        |
| 6                                           | DS-1106        | 12' North Yorkshire Pole / Granville Fixture                                    | 1   | \$ -       | \$ -        |
| 7                                           | DS-1107        | 12' North Yorkshire Pole / Arlington Fixture                                    | 1   | \$ -       | \$ -        |
| 8                                           | DS-1108        | 12' North Yorkshire Pole / Syracuse Fixture                                     | 1   | \$ -       | \$ -        |
| 9                                           | DS-1109        | 12' Charleston Pole / Granville Fixture                                         | 1   | \$ -       | \$ -        |
| 10                                          | DS-1110        | 12' Charleston Pole / Arlington Fixture                                         | 1   | \$ -       | \$ -        |
| 11                                          | DS-1111        | 12' Charleston Pole / Syracuse Fixture                                          | 1   | \$ -       | \$ -        |
| 12                                          | DS-1112        | 12' Charleston Pole / Gold Granville Fixture                                    | 1   | \$ -       | \$ -        |
| 13                                          | DS-1113        | 12' Wadsworth Sidelink Pole / Granville Fixture                                 | 1   | \$ -       | \$ -        |
| 14                                          | DS-1114        | 12' Wadsworth Sidelink Pole / Granville Fixture with receptacle                 | 1   | \$ -       | \$ -        |
| 15                                          | DS-1115        | 12' Wadsworth Pole / Cincinnati Arm / (2) Arlington Fixtures                    | 1   | \$ -       | \$ -        |
| 16                                          | DS-1116        | 12' Wadsworth Pole / Cincinnati Arm / (2) Syracuse Fixtures                     | 1   | \$ -       | \$ -        |
| 17                                          | DS-1117        | 12' North Yorkshire Pole / Cincinnati Arm / (2) Arlington Fixtures              | 1   | \$ -       | \$ -        |
| 18                                          | DS-1118        | 12' Charleston Pole / Cincinnati Arm / (2) Gold Granville Fixtures              | 1   | \$ -       | \$ -        |
| 19                                          | DS-1119        | 12' Charleston Pole / Cincinnati Arm / (2) Arlington Fixtures                   | 1   | \$ -       | \$ -        |
| 20                                          | DS-1120        | 12' Wadsworth Pole / Cleveland Arm / (2) Arlington Fixtures                     | 1   | \$ 320.00  | \$ -        |
| 21                                          | DS-1121        | 22' Columbia Pole / Washington Fixture                                          | 1   | \$ 426.00  | \$ -        |
| 22                                          | DS-1122        | 22' Columbia Pole / 4' Arm / Memphis Fixture                                    | 1   | \$ -       | \$ -        |
| 23                                          | DS-1123        | 22' Columbia Pole / 4' Arm / Memphis Fixture with receptacle                    | 1   | \$ -       | \$ -        |
| 24                                          | DS-1124        | 30' Columbia Pole / 6' Arm / Memphis Fixture with receptacle <sup>4</sup>       | 1   | \$ -       | \$ -        |
| 25                                          | DS-1125        | 30' Columbia Pole / 12' Arm / (2) Memphis Fixtures with receptacle <sup>4</sup> | 1   | \$ 426.00  | \$ -        |
| <b>WIRING<sup>3</sup></b>                   |                |                                                                                 |     |            |             |
| 26                                          | DS-1141        | Wiring - 120V or 277V - 2 Wire                                                  | 1   | \$ 45.00   | \$ -        |
| 27                                          | DS-1142        | Wiring - 120V with Receptacle - 3 Wire                                          | 1   | \$ 65.00   | \$ -        |
| 28                                          | DS-1143        | Wiring - 240V - 3 Wire                                                          | 1   | \$ 45.00   | \$ -        |
| 29                                          | DS-1144        | Wiring - 240V with Receptacle - 4 Wire                                          | 1   | \$ 65.00   | \$ -        |
| <b>Total Bid \$</b>                         |                |                                                                                 |     |            | <b>\$ -</b> |

**NOTES:**

- 1 - Price for setting poles / fixtures includes transportation from BEUD facility to project site, setting pole on existing foundation, mounting fixture to pole, and securing to concrete base with BEUD supplied hardware
- 2 - Include price for supplying wire for fixture and/or receptacle per line item
- 3 - Price for wiring includes installing wire to fixture inside pole, terminating to BEUD source conductors, and grounding
- 4 - For 30' poles, clam shell base will be installed by Contractor AFTER BEUD inspection process

Bid Submitted By: B. E. I.

Streetlight Installation  
Bid Form  
Page 1 of 1

## CONTRACT

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
and between the City Of Bentonville, Arkansas, 117 W. Central Ave., a municipal corporation,  
hereinafter called the "City," and \_\_\_\_\_,  
a \_\_\_\_\_,  
hereinafter called the "Contractor."

## WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

### ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, tools, equipment and to other incidentals necessary to perform all work and services required for the proper completion of street light installation in the City from time to time as assigned to the Contractor. All work performed under this Contract shall be in strict accordance with the terms and provisions of this Contract, the Specifications and Requirements, drawings, and the bid the Contractor, all attached hereto and incorporated herein by reference.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

### ARTICLE 2 – Term and Renewal

This Contract shall become effective upon its execution and, if not terminated sooner in accordance with the provisions of this Contract, shall continue in full force and effect for one (1) year or until the funds are expended, whichever is earlier.

### ARTICLE 3 – Changes

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specification, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

#### ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without change therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contractor. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

#### ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

#### ARTICLE 6 – Delay, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

#### ARTICLE 7 – Payment

The Contractor shall submit invoices to the City at the end of each month for work performed under this Contract during such month and will attach to such invoices a copy of the time sheet, to be provided by the City, showing the name and classification of each employee of the Contractor and the number of hours worked by each employee. The Contractor shall furnish such additional information as the City may reasonably require to verify such invoices. Within thirty (30) days of the receipt of such invoice, the City will pay the Contractor for work covered by such invoices and satisfactory Completed in accordance with this Contractor.

#### ARTICLE 8 – Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all labor and other employees working for the Contractor pursuant to this Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

#### ARTICLE 9 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or any directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

#### ARTICLE 10 – Rate of Progress

Notwithstanding any other provision in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

#### ARTICLE 11 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. The Contractor shall comply with the requirements for work zone traffic control contained in Part 6 "Temporary Traffic Control" of the Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 (as revised in 2012) edition, and subsequent revision thereto while performing work under this Contract. It is the responsibility of the Contractor to provide adequate personnel for flagging and/or sign paddles for control of traffic in the work zone at all times.

#### ARTICLE 12 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City Of Bentonville, Arkansas as an **additional insured**.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. IN the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

|                             |             |                 |
|-----------------------------|-------------|-----------------|
| Bodily Injury               | \$1,000,000 | each occurrence |
|                             | \$1,000,000 | aggregate       |
| Property Damage             | \$1,000,000 | each occurrence |
| Or Combined Single Limit of | \$1,000,000 |                 |

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automotive Liability (Including all owned, non-owned and hired vehicles)

|                             |             |                 |
|-----------------------------|-------------|-----------------|
| Bodily Injury               | \$1,000,000 | each person     |
|                             | \$1,000,000 | each occurrence |
| Property Damage occurrence  | \$1,000,000 | each            |
| Or Combined Single Limit of | \$1,000,000 |                 |

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City Of Bentonville (Purchasing Department, 117 W. Central Ave., Bentonville, Arkansas 72712) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 13 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 14 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

#### ARTICLE 15 – Termination

Notwithstanding any other provision in this Contract, the Contractor shall furnish all labor, materials, supplies, tools and equipment necessary to perform the work and services within allowed times for completion as set forth in the Contract. Should the Contractor refuse or fail to comply with its obligations, or in the event the Contractor shall violate any of the provisions of this Contract, or the quality or quantity of the work performed is, in the judgment of the City, below standard and therefore unsatisfactory, the City shall notify the Contractor in writing giving the Contractor ten (10) days to correct such work. In the event such work is not corrected within said ten (10) days, the City shall have the right to cancel this Contract, terminate the Contractor's right to continue the work, and complete the work undertaken by the contractor without incurring any liability to the Contractor except to pay the Contractor the fair value to the City of the work satisfactorily performed by the Contractor.

#### ARTICLE 16 – Termination of Contract for Cause

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least twenty-four (24) hours before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

#### ARTICLE 17 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City Of Bentonville encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

#### ARTICLE 18 – Personnel

- A. The Contractor represents that it has, or will, secure at the Contractor's expenses, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

#### ARTICLE 19 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by

this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 20 – Governing Law

This Contract is governed by the laws of the State of Arkansas.

IN WITNESS WHEREOF, the parties hereto have executed the Contract as of the day and year first above written, the City Of Bentonville, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF BENTONVILLE, ARKANSAS

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor

(CONTRACTOR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Printed or Typed Name and Title)

Attachments: Specifications and Requirements  
Bid Documents  
Contractor's Bid

**BID FORM**

**Project: Streetlight Installation**

In compliance with the Invitation for Bids, dated 05/19/2016, the undersigned Bidder:

All Service Electric, Inc.

\*a corporation organized and existing under the laws of the State of: Arkansas

\*a partnership consisting of: \_\_\_\_\_

\*an individual trading as: \_\_\_\_\_

(\*fill in as appropriate)

Of the City of Hot Springs in the State of Arkansas  
agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation to Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

If written Notice of Award is received, the Bidder agrees to furnish to the City Of Bentonville, within ten (10) working days after receipt of said Notice of Award, the Completion and Performance Bond; Labor and Material Bond or other suitable securities; and required insurance certificates naming the City Of Bentonville as an additional insured.

Bidder understands that the City reserves the right to reject any or all bids and to waive any formality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

Schedule of Prices

See attached Streetlight Installation Blanket

B 

Telephone #: 501-767-8424

Name L. Shawn Brown

Fax # 501-767-8404

Title VP

Email Shawn@ase-ar.com

Business  
Name: All Service Electric, Inc

Date: 6/13/16

Mailing Address: 182 White Farm Ln  
Hot Springs, AR 71913

Physical Address: 1918 S. 1<sup>st</sup> Street  
Rogers, AR 72758

Tax ID Number



Arkansas Contractor's License # 0036520517

Monetary Limit \_\_\_\_\_



**City of Bentonville Electric Utilities Department  
Streetlight Installation Blanket  
Bid Form**

| Line Item Number                            | BEUD DS Number | Description                                                                     | QTY | Price Each | Est Price           |
|---------------------------------------------|----------------|---------------------------------------------------------------------------------|-----|------------|---------------------|
| <b>SETTING POLES/FIXTURES<sup>1,2</sup></b> |                |                                                                                 |     |            |                     |
| 1                                           | DS-1101        | 18' Aluminum Pole / Contempro Fixture                                           | 1   | \$ 730 -   | \$ 730 -            |
| 2                                           | DS-1102        | 12' Wadsworth Pole / Granville Fixture                                          | 1   | \$ 445 -   | \$ 445 -            |
| 3                                           | DS-1103        | 12' Wadsworth Pole / Arlington Fixture                                          | 1   | \$ 445 -   | \$ 445 -            |
| 4                                           | DS-1104        | 12' Wadsworth Pole / Syracuse Fixture                                           | 1   | \$ 445 -   | \$ 445 -            |
| 5                                           | DS-1105        | 12' Wadsworth Pole / Gold Granville Fixture                                     | 1   | \$ 445 -   | \$ 445 -            |
| 6                                           | DS-1106        | 12' North Yorkshire Pole / Granville Fixture                                    | 1   | \$ 445 -   | \$ 445 -            |
| 7                                           | DS-1107        | 12' North Yorkshire Pole / Arlington Fixture                                    | 1   | \$ 445 -   | \$ 445 -            |
| 8                                           | DS-1108        | 12' North Yorkshire Pole / Syracuse Fixture                                     | 1   | \$ 445 -   | \$ 445 -            |
| 9                                           | DS-1109        | 12' Charleston Pole / Granville Fixture                                         | 1   | \$ 445 -   | \$ 445 -            |
| 10                                          | DS-1110        | 12' Charleston Pole / Arlington Fixture                                         | 1   | \$ 445 -   | \$ 445 -            |
| 11                                          | DS-1111        | 12' Charleston Pole / Syracuse Fixture                                          | 1   | \$ 445 -   | \$ 445 -            |
| 12                                          | DS-1112        | 12' Charleston Pole / Gold Granville Fixture                                    | 1   | \$ 445 -   | \$ 445 -            |
| 13                                          | DS-1113        | 12' Wadsworth Steelink Pole / Granville Fixture                                 | 1   | \$ 445 -   | \$ 445 -            |
| 14                                          | DS-1114        | 12' Wadsworth Steelink Pole / Granville Fixture with receptacle                 | 1   | \$ 445 -   | \$ 445 -            |
| 15                                          | DS-1115        | 12' Wadsworth Pole / Cincinnati Arm / (2) Arlington Fixtures                    | 1   | \$ 580 -   | \$ 580 -            |
| 16                                          | DS-1116        | 12' Wadsworth Pole / Cincinnati Arm / (2) Syracuse Fixtures                     | 1   | \$ 580 -   | \$ 580 -            |
| 17                                          | DS-1117        | 12' North Yorkshire Pole / Cincinnati Arm / (2) Arlington Fixtures              | 1   | \$ 580 -   | \$ 580 -            |
| 18                                          | DS-1118        | 12' Charleston Pole / Cincinnati Arm / (2) Gold Granville Fixtures              | 1   | \$ 580 -   | \$ 580 -            |
| 19                                          | DS-1119        | 12' Charleston Pole / Cincinnati Arm / (2) Arlington Fixtures                   | 1   | \$ 580 -   | \$ 580 -            |
| 20                                          | DS-1120        | 12' Wadsworth Pole / Cleveland Arm / (2) Arlington Fixtures                     | 1   | \$ 580 -   | \$ 580 -            |
| 21                                          | DS-1121        | 22' Columbia Pole / Washington Fixture                                          | 1   | \$ 545 -   | \$ 545 -            |
| 22                                          | DS-1122        | 22' Columbia Pole / 4' Arm / Memphis Fixture                                    | 1   | \$ 680 -   | \$ 680 -            |
| 23                                          | DS-1123        | 22' Columbia Pole / 4' Arm / Memphis Fixture with receptacle                    | 1   | \$ 680 -   | \$ 680 -            |
| 24                                          | DS-1124        | 30' Columbia Pole / 6' Arm / Memphis Fixture with receptacle <sup>4</sup>       | 1   | \$ 680 -   | \$ 680 -            |
| 25                                          | DS-1125        | 30' Columbia Pole / 12' Arm / (2) Memphis Fixtures with receptacle <sup>4</sup> | 1   | \$ 680 -   | \$ 680 -            |
| <b>WIRING<sup>3</sup></b>                   |                |                                                                                 |     |            |                     |
| 26                                          | DS-1141        | Wiring - 120V or 277V - 2 Wire                                                  | 1   | \$ 45 -    | \$ 45 -             |
| 27                                          | DS-1142        | Wiring - 120V with Receptacle - 3 Wire                                          | 1   | \$ 45 -    | \$ 45 -             |
| 28                                          | DS-1143        | Wiring - 240V - 3 Wire                                                          | 1   | \$ 45 -    | \$ 45 -             |
| 29                                          | DS-1144        | Wiring - 240V with Receptacle - 4 Wire                                          | 1   | \$ 45 -    | \$ 45 -             |
| <b>Total Bid \$</b>                         |                |                                                                                 |     |            | <b>\$ 13,440.00</b> |

**NOTES:**

- 1 - Price for setting poles / fixtures includes transportation from BEUD facility to project site, setting pole on existing foundation, mounting fixture to pole, and securing to concrete base with BEUD supplied hardware
- 2 - Include price for supplying wire for fixture and/or receptacle per line item
- 3 - Price for wiring includes installing wire to fixture inside pole, terminating to BEUD source conductors, and grounding
- 4 - For 30' poles, clam shell base will be installed by Contractor AFTER BEUD inspection process

Bid Submitted By All Service Electric, Inc.

Streetlight Installation  
Bid Form  
Page 1 of 1



| CHECK ALL THAT APPLY |                   |       |       |
|----------------------|-------------------|-------|-------|
| x                    | Bid Award         | Bid # | 16-15 |
|                      | Budget Adjustment |       |       |
|                      | Change Order      |       |       |
|                      | Informational     |       |       |
|                      | Ordinance         |       |       |
|                      | Resolution        |       |       |
|                      | Other             |       |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

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 \$269,787.34. Items will be ordered on 'as needed' basis.

#### COST TO CITY:

Cost of this Request: \$269,787

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



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## MEMORANDUM

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**DATE:** June 28, 2016

**TO:** City Council, Mayor McCaslin

**FROM:** Travis Matlock, Engineer Director

**RE:** Water/Sewer Materials bid award #16-15

The City of Bentonville recommends awarding the bids for water material in the total amount \$269,787.34. The low bidders for the various items are as follows:

Ferguson Waterworks in the amount of \$152,705.77  
NW Arkansas Winwater in the amount of \$103,645.33  
HD Supply in the amount of \$13,436.24

This award is for six months, July-December 2016. 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 | FIRY HYDRANT 5-1/4X3 6" MJ SHOE AVK/CLOW     | \$1,489.00     | \$1,459.23    | <b>\$1,448.00</b> |                    |                     | 1,448.00           |
| 2    | 1           | EA   | 340 060 21266 | FIRY HYDRANT 5-1/4X3-1/2 6" MJ SHOE AVK/CLOW | \$1,525.00     | \$1,510.00    | <b>\$1,482.00</b> |                    |                     | 1,482.00           |
| 3    | 1           | EA   | 340 060 21255 | FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW     | \$1,530.00     | \$1,530.00    | <b>\$1,518.00</b> |                    |                     | 1,518.00           |
| 4    | 1           | EA   | 340 060 21259 | FIRE HYDRANT 5-1/4X4-1/2 6" MJ SHOE AVK/CLOW | \$1,570.00     | \$1,566.00    | <b>\$1,538.00</b> |                    |                     | 1,538.00           |
| 5    | 1           | EA   | 340 060 21256 | FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW     | \$1,625.00     | \$1,610.00    | <b>\$1,572.00</b> |                    |                     | 1,572.00           |
| 6    | 1           | EA   | 340 060 00024 | FIRE HYDRANT 5-1/4X5-1/2 6" MJ SHOE AVK/CLOW | \$1,670.00     | \$1,650.00    | <b>\$1,620.00</b> |                    |                     | 1,620.00           |
| 7    | 1           | EA   | 340 060 21257 | FIRE HYDRANT 5-1/4X6 6" MJ SHOE AVK/CLOW     | \$1,700.00     | \$1,685.00    | <b>\$1,645.00</b> |                    |                     | 1,645.00           |
| 8    | 200         | FT   | 658 060 34358 | PIPE 6" C-900 CL200 DR-14                    | <b>\$4.02</b>  | \$4.42        | \$4.30            | 804.00             |                     |                    |
| 9    | 7,000       | FT   | 658 060 34361 | PIPE 8" C-900 CL200 DR-14                    | <b>\$6.91</b>  | \$7.60        | \$7.42            | 48,370.00          |                     |                    |
| 10   | 60          | FT   | 658 060 34363 | PIPE 12" C-900 CL200 DR-14                   | <b>\$14.85</b> | \$16.33       | \$15.95           | 891.00             |                     |                    |
| 11   | 500         | FT   | 658 060 34420 | PIPE 4" SDR-26 12454B SEWER D3034            | <b>\$0.95</b>  | \$1.05        | <b>\$0.95</b>     | <b>475.00</b>      |                     | 475.00             |
| 12   | 300         | FT   | 658 060 34394 | PIPE 6" SDR-26 12454B SEWER D3034            | <b>\$1.90</b>  | \$2.12        | \$2.02            | 570.00             |                     |                    |
| 13   | 4200        | FT   | 658 060 34433 | PIPE 8" SDR-26 12454B SEWER D3034            | <b>\$3.41</b>  | \$4.00        | \$3.65            | 14,322.00          |                     |                    |
| 14   | 2,128       | FT   | 658 060 34438 | PIPE 12" SDR-26 12454B SEWER D3034           | <b>\$7.62</b>  | \$8.50        | \$8.18            | 16,215.36          |                     |                    |
| 15   | 2000        | FT   | 658 091 47073 | 3/4" CTS DRISCO TUBING SDR9 (100' PER REEL)  | \$0.24         | \$0.29        | <b>\$0.22</b>     |                    |                     | 440.00             |
| 16   | 6200        | FT   | 658 091 47074 | 1" CTS DRISCO TUBING SDR9 (100' PER REEL)    | \$0.33         | \$0.47        | <b>\$0.30</b>     |                    |                     | 1,860.00           |
| 17   | 15,000      | FT   | 658 060 00001 | TRACER WIRE 10 THHN SOLID COPPER             | \$0.16         | \$0.25        | <b>\$0.15</b>     |                    |                     | 2,250.00           |
| 18   | 10          | EA   | 659 044 00009 | 4" ACCESSORY KIT MJ BOLT/GASKET              | <b>\$12.33</b> | \$13.70       | \$14.20           | 123.30             |                     |                    |
| 19   | 50          | EA   | 659 044 00003 | 6" ACCESSORY MJ BOLT/GASKET ONLY             | <b>\$15.07</b> | \$16.74       | \$16.02           | 753.50             |                     |                    |
| 20   | 150         | EA   | 659 044 00004 | 8" ACCESSORY MJ BOLT/GASKET ONLY             | <b>\$16.44</b> | \$18.27       | \$18.00           | 2,466.00           |                     |                    |
| 21   | 10          | EA   | 659 044 00007 | 12" ACCESSORY MJ BOLT/GASKET ONLY            | <b>\$23.29</b> | \$25.88       | \$25.00           | 232.90             |                     |                    |
| 22   | 5           | EA   | 659 044 00113 | 6" ACCESSORY MJ WITH GLAND                   | <b>\$19.18</b> | \$22.08       | \$24.00           | 95.90              |                     |                    |
| 23   | 25          | EA   | 659 044 00115 | 8" ACCESSORY MJ WITH GLAND                   | <b>\$21.92</b> | \$25.88       | \$28.00           | 548.00             |                     |                    |
| 24   | 5           | EA   | 659 044 00002 | 4" DI MEGALUG GLAND RETAINER (SER.1400)      | <b>\$15.49</b> | \$16.35       | \$20.00           | 77.45              |                     |                    |

|    |     |    |                  |                                                                   |          |          |          |          |          |  |
|----|-----|----|------------------|-------------------------------------------------------------------|----------|----------|----------|----------|----------|--|
| 25 | 5   | EA | 659 044<br>24411 | 6" DI MEGALUG GLAND RETAINER<br>FORD#JFR1400D-D6 (SER 1400)       | \$18.24  | \$19.26  | \$23.00  | 91.20    |          |  |
| 26 | 5   | EA | 659 044<br>00001 | 8" DI MEGALUG GLAND RETAINER<br>FORD#JFR1400D-D8 (SER 1400)       | \$77.83  | \$29.38  | \$36.00  | 139.15   |          |  |
| 27 | 5   | EA | 659 044<br>24417 | 6" MJ DI GLAND RETAINER FOR DUCTILE IRON                          | \$25.00  | \$50.23  |          | 125.00   |          |  |
| 28 | 5   | EA | 659 044<br>24416 | 8" MJ DI GLAND RETAINER FOR DUCTILE IRON                          | \$38.00  | \$52.52  |          | 190.00   |          |  |
| 29 | 10  | EA | 659 044<br>24516 | 4" CIRCLE-LOCK C-900 FORD #JFR1500-C-4                            | \$23.12  | \$23.00  | \$24.00  |          | 230.00   |  |
| 30 | 20  | EA | 659 044<br>24517 | 6" CIRCLE-LOCK C-900 FORD#JFR1500-C-6                             | \$25.25  | \$26.20  | \$29.00  | 505.00   |          |  |
| 31 | 100 | EA | 659 044<br>24518 | 8" CIRCLE-LOCK C-900 FORD#JFR1500-C-8                             | \$34.25  | \$36.00  | \$42.00  | 3,425.00 |          |  |
| 32 | 10  | EA | 659 044<br>24519 | 12" CIRCLE-LOCK C-900 FORD#JFR1500-C-12                           | \$65.72  | \$69.00  | \$88.00  | 657.20   |          |  |
| 33 | 25  | EA | 659 033<br>01300 | ANCHOR COUPLING 6" MJ X 13" FUSION BOND<br>EPOXY COATED US        | \$148.67 | \$165.17 | \$148.66 |          | 3,716.50 |  |
| 34 | 15  | EA | 659 033<br>01310 | ANCHOR COUPLING 8" MJ X 13" FUSION BOND<br>EPOXY COATED US        | \$212.36 | \$235.94 | \$212.38 | 3,185.40 |          |  |
| 35 | 2   | EA | 659 033<br>00004 | ANCHOR COUPLING 12" MJ X 13" FUSION BOND<br>EPOXY COATED US       | \$620.62 | \$570.00 | \$620.65 | 1,241.24 |          |  |
| 36 | 15  | EA | 659 017<br>03130 | BEND 8" 45 MJ DI FUSION BOND EPOXY<br>COATED                      | \$147.97 | \$164.40 | \$147.98 | 2,219.55 |          |  |
| 37 | 2   | EA | 659 017<br>03132 | BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY<br>COATED                  | \$131.53 | \$146.13 | \$131.55 | 263.06   |          |  |
| 38 | 2   | EA | 659 042<br>20272 | ELL 6" MJ DI FUSION BOND EPOXY COATED                             | \$129.47 | \$143.86 | \$129.50 | 258.94   |          |  |
| 39 | 2   | EA | 659 042<br>20258 | ELL 8" MJ DI FUSION BOND EPOXY COATED                             | \$185.64 | \$206.27 | \$185.66 | 371.28   |          |  |
| 40 | 2   | EA | 659 085<br>46440 | TEE ANCHOR 6X6X6 MJ DI EPOXY COATED<br>FUSION BOND                | \$209.62 | \$232.90 | \$209.64 | 419.24   |          |  |
| 41 | 6   | EA | 659 085<br>00002 | TEE ANCHOR 8X8X8 MJ DI EPOXY COATED<br>FUSION BOND                | \$363.06 | \$403.39 | \$363.08 | 2,178.36 |          |  |
| 42 | 10  | EA | 659 085<br>46445 | TEE ANCHOR 8X8X6 MJ DI EPOXY COATED<br>FUSION BOND                | \$265.79 | \$295.30 | \$265.80 | 2,657.90 |          |  |
| 43 | 1   | EA | 659 085<br>46448 | TEE ANCHOR 12X12X6 MJ DI EPOXY COATED<br>FUSION BOND              | \$458.96 | \$509.94 | \$458.98 | 458.96   |          |  |
| 44 | 1   | EA | 659 085<br>46449 | TEE ANCHOR 12X12X8 MJ DI EPOXY COATED<br>FUSION BOND              | \$519.24 | \$576.92 | \$519.30 | 519.24   |          |  |
| 45 | 2   | EA | 659 085<br>46256 | TEE 8X8X6 EPOXY COATED FUSION BOND                                | \$228.80 | \$254.21 | \$228.82 | 457.60   |          |  |
| 46 | 2   | EA | 659 085<br>46257 | TEE 12X12X12 EPOXY COATED FUSION BOND                             | \$579.52 | \$643.90 | \$579.55 | 1,159.10 |          |  |
| 47 | 4   | EA | 659 027<br>05030 | CAP 6" MJ DI EPOXY COATED FUSION BOND                             | \$51.38  | \$57.10  | \$51.40  | 205.52   |          |  |
| 48 | 2   | EA | 659 027<br>05040 | CAP 8" MJ DI EPOXY COATED FUSION BOND                             | \$78.78  | \$87.53  | \$78.80  | 157.56   |          |  |
| 49 | 1   | EA | 659 027<br>05060 | CAP 12" MJ DI EPOXY COATED FUSION BOND                            | \$150.71 | \$167.44 | \$150.72 | 150.71   |          |  |
| 50 | 10  | EA | 659 065<br>37277 | REDUCER 8X6 MJ DI EPOXY COATED FUSION<br>BOND                     | \$119.88 | \$133.20 | \$119.90 | 1,198.80 |          |  |
| 51 | 2   | EA | 659 073<br>44361 | SOLID SLEEVE 6X12 MJ EPOXY COATED<br>FUSION BOND WITH ACCESSORIES | \$111.66 | \$124.07 | \$111.68 | 223.32   |          |  |
| 52 | 20  | EA | 659 073<br>44350 | SOLID SLEEVE 8X12 MJ EPOXY COATED<br>FUSION BOND WITH ACCESSORIES | \$147.97 | \$164.40 | \$147.98 | 2,959.40 |          |  |
| 53 | 200 | EA | 670 063<br>29289 | 18" BROOKS METER TILE #22HFx1802KS                                | \$21.48  | \$21.90  | \$21.65  | 4,296.00 |          |  |

|    |     |  |    |                  |                                                                                    |            |          |            |          |        |          |
|----|-----|--|----|------------------|------------------------------------------------------------------------------------|------------|----------|------------|----------|--------|----------|
| 54 | 60  |  | EA | 670 063<br>29287 | 1-HOLE METER TILE LID FOR 18" BROOKS<br>METER TILE                                 | \$17.45    | \$25.05  | \$23.15    | 1,047.00 |        |          |
| 55 | 100 |  | EA | 670 063<br>29288 | 2-HOLD METER TILE LID FOR 18" BROOKS<br>METER TILE                                 | \$22.85    | \$23.70  | \$21.72    |          |        | 2,172.00 |
| 56 | 30  |  | EA | 670 063<br>29445 | 30 X 36 LARGE METER TILE MID-STATES<br>#MSP30X36                                   | \$140.00   | \$116.00 | \$125.00   |          |        | 3,480.00 |
| 57 | 30  |  | EA | 670 063<br>00001 | 30" METER TILE RING/LID 'TEXAS SPECIAL'<br>E.J.I.W.                                | \$140.00   | \$180.00 | \$145.00   | 4,200.00 |        |          |
| 58 | 5   |  | EA | 670 067<br>00003 | 24" VALVE COVER EXTENSION TYLER #60 6850<br>SERIES                                 | \$50.20    | \$58.00  | \$50.45    | 251.00   |        |          |
| 59 | 20  |  | EA | 670 067<br>00002 | 18" VALVE COVER EXTENSION TYLER #59 6850<br>SERIES                                 | \$48.70    | \$58.00  | \$47.35    |          |        | 947.00   |
| 60 | 50  |  | EA | 670 067<br>49290 | 5-1/4 VALVE BOX COVER LID                                                          | \$11.50    | \$15.50  | \$14.12    | 575.00   |        |          |
| 61 | 15  |  | EA | 670 067<br>49291 | VALVE COVER TOP SHORT 10-T                                                         | \$27.95    | \$28.00  | \$27.17    |          |        | 407.55   |
| 62 | 15  |  | EA | 670 067<br>49292 | VALVE COVER BOTTOM SHORT 15-B                                                      | \$32.40    | \$33.27  | \$31.52    |          |        | 472.80   |
| 63 | 50  |  | EA | 670 067<br>49294 | VALVE COVER TOP TALL 16-T                                                          | \$42.00    | \$40.14  | \$38.04    |          |        | 1,902.00 |
| 64 | 50  |  | EA | 670 067<br>49293 | VALVE COVER BOTTOM TALL 24-B                                                       | \$45.00    | \$48.00  | \$45.02    | 2,250.00 |        |          |
| 65 | 60  |  | EA | 670 067<br>49364 | VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547                                        | \$14.70    | \$16.75  | \$18.00    | 882.00   |        |          |
| 66 | 70  |  | EA | 670 067<br>49380 | VALVE BOX PAD FORMED CEMENT                                                        | \$12.50    | \$13.00  | \$13.00    | 875.00   |        |          |
| 67 | 12  |  | EA | 670 075<br>50282 | 6" GATE VALVE MJ MOD#2500 AMER. FLOW<br>CONTROL SEAT EPOXY                         | \$410.27   |          | \$408.00   |          |        | 4,896.00 |
| 68 | 10  |  | EA | 670 075<br>50285 | 8" GATE VALVE MJ MOD#2500 AMER. FLOW<br>CONTROL SEAT EPOXY                         | \$683.84   |          | \$675.00   |          |        | 6,750.00 |
| 69 | 1   |  | EA | 670 075<br>50288 | 12" GATE VALVE MJ MOD#2500 AMER. FLOW<br>CONTROL SEAT EPOXY                        | \$1,287.89 |          | \$1,288.00 | 1,287.89 |        |          |
| 70 | 4   |  | EA | 670 075<br>52331 | 6" TAP VALVE MOD#2500 AMER. FLOW TRUE<br>TAP                                       | \$554.90   |          | \$685.00   | 2,219.60 |        |          |
| 71 | 5   |  | EA | 670 075<br>52332 | 8" TAP VALVE MOD#2500 AMER. FLOW TRUE<br>TAP                                       | \$819.05   |          | \$995.00   | 4,095.25 |        |          |
| 72 | 1   |  | EA | 670 075<br>52330 | 12" TAP VALVE MOD#2500 AMER. FLOW TRUE<br>TAP                                      | \$1,878.00 |          | \$2,150.00 | 1,878.00 |        |          |
| 73 | 1   |  | EA | 659 029<br>06810 | COMP. COUPLING 4"X 7" CI 6.90-7.22 S/B# 441-<br>00000510-300                       | \$57.35    | \$57.34  | \$64.00    |          | 57.34  |          |
| 74 | 2   |  | EA | 659 029<br>06900 | COMP. COUPLING 6" CI 6.90-7.22 S/B# 441-<br>00000722-300                           | \$75.38    | \$75.00  | \$82.00    |          | 150.00 |          |
| 75 | 1   |  | EA | 659 029<br>06910 | COMP. COUPLING 6"X 12" CI 6.90-7.22 S/B# 442-<br>00000722-400                      | \$158.00   | \$155.00 | \$168.00   |          | 155.00 |          |
| 76 | 1   |  | EA | 659 029<br>07010 | COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442-<br>09850945-400                     | \$224.93   | \$215.00 | \$235.00   |          | 215.00 |          |
| 77 | 2   |  | EA | 659 029<br>07000 | COMP. COUPLING 8"X 12" 9.05-9.45 S/B# 442-<br>00000945-400                         | \$220.00   | \$215.00 | \$235.00   |          | 430.00 |          |
| 78 | 1   |  | EA | 659 029<br>19025 | COMP. COUPLING 12" PLASTIC TO PLASTIC<br>13.20-13.50 S/B# 441-00001350-900 [short] | \$162.00   | \$160.00 | \$175.00   |          | 160.00 |          |
| 79 | 2   |  | EA | 659 029<br>19029 | COMP. COUPLING 12"X12" PLASTIC TO<br>PLASTIC 13.20-13.50 S/B# 442-00001350-400     | \$275.35   | \$273.00 | \$285.00   |          | 546.00 |          |
| 80 | 15  |  | EA | 659 029<br>06620 | COMP. COUPLING 2"X6" S/B# 525-23800-003                                            | \$22.80    | \$22.50  | \$26.00    |          | 337.50 |          |

|     |     |    |                  |                                                                      |          |          |          |  |          |           |  |
|-----|-----|----|------------------|----------------------------------------------------------------------|----------|----------|----------|--|----------|-----------|--|
| 81  | 20  | EA | 659 073<br>39023 | SADDLE 6X1 CC D.S. FORD #F202-760X-CC4                               | \$23.25  | \$25.15  |          |  | 485.00   |           |  |
| 82  | 10  | EA | 659 073<br>39064 | SADDLE 6X1 SS FORD #F202-690-CC4                                     | \$41.00  | \$43.35  |          |  | 410.00   |           |  |
| 83  | 4   | EA | 659 073<br>39065 | SADDLE 6X2 SS FORD #F202-690-IP7                                     | \$48.88  | \$47.00  |          |  |          | 188.00    |  |
| 84  | 50  | EA | 659 073<br>39028 | SADDLE 8X1 CC D.S. FORD #F202-979X-CC4                               | \$25.45  | \$27.00  |          |  | 1,272.50 |           |  |
| 85  | 50  | EA | 659 073<br>39062 | SADDLE 8X1 SS FORD #F202-905-CC4                                     | \$51.08  | \$53.50  |          |  | 2,554.00 |           |  |
| 86  | 6   | EA | 659 073<br>39400 | SADDLE 8X2 SS FORD #F202-905-IP7                                     | \$55.08  | \$58.00  |          |  | 330.48   |           |  |
| 87  | 6   | EA | 659 073<br>39022 | SADDLE 12X1 CC D.S. FORD #F202-14.38X-CC4                            | \$39.55  | \$42.00  |          |  | 237.30   |           |  |
| 88  | 4   | EA | 659 073<br>39483 | SADDLE 12X1 SS FORD #F202-1320-CC4                                   | \$72.07  | \$75.00  |          |  | 288.28   |           |  |
| 89  | 2   | EA | 659 073<br>39069 | SADDLE 12X2 SS FORD #F202-1320-IP7                                   | \$73.94  | \$76.00  |          |  | 147.88   |           |  |
| 90  | 2   | EA | 659 073<br>39024 | SADDLE 12X2 DS FORD #F202-1438-IP7                                   | \$54.35  | \$60.00  |          |  | 108.70   |           |  |
| 91  | 2   | EA | 670 052<br>27001 | LEAK CLAMP 4X1-1/2 S/B #227-09046007-000<br>4.74-5.57                | \$75.52  | \$75.00  | \$75.00  |  | 150.00   | 150.00    |  |
| 92  | 6   | EA | 670 052<br>27007 | LEAK CLAMP 6X7-1/2 S/B #227-00069007-000<br>6.84-7.64                | \$89.15  | \$86.50  | \$88.00  |  | 518.00   |           |  |
| 93  | 1   | EA | 670 052<br>27037 | LEAK CLAMP 6X12-1/2 S/B #227-00069012-000<br>6.84-7.64               | \$131.44 | \$130.00 | \$132.00 |  | 130.00   |           |  |
| 94  | 1   | EA | 670 052<br>27482 | LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B<br>4.80-5.00                 | \$62.72  | \$65.00  | \$112.00 |  | 62.72    |           |  |
| 95  | 1   | EA | 670 052<br>27483 | LEAK CLAMP 6" BELL JOINT S/B #274-00000690-000<br>6.90-7.10          | \$116.64 | \$115.00 | \$119.00 |  | 115.00   |           |  |
| 96  | 2   | EA | 670 052<br>27484 | LEAK CLAMP 8" BELL JOINT S/B #274-0905-000                           | \$161.16 | \$160.00 | \$165.00 |  | 320.00   |           |  |
| 97  | 4   | EA | 670 052<br>27185 | LEAK CLAMP 2X3 SS/FC-GASKET S/B #244-023893-000                      | \$21.80  | \$21.25  | \$23.00  |  | 85.00    |           |  |
| 98  | 6   | EA | 670 052<br>27186 | LEAK CLAMP 2X6 SS/FC-GASKET S/B #244-023896-000                      | \$40.49  | \$40.00  | \$42.00  |  | 240.00   |           |  |
| 99  | 90  | EA | 670 006<br>33370 | PIPE LUBRICANT 1-GALLON 'EASY ON'                                    | \$10.90  | \$10.50  | \$11.00  |  | 945.00   |           |  |
| 100 | 20  | EA | 670 075<br>54001 | WATER PLUG/PREDCO/FOSSROC CEMENT<br>50LB. PAIL                       |          | \$25.00  | \$24.00  |  |          | 480.00    |  |
| 101 | 350 | EA | 670 063<br>29243 | METER SET 5/8X3/4X7 WITHOUT CHECK B-2404F WITH H-14222N AND H-14227N | \$87.30  | \$88.60  | \$85.20  |  |          | 29,820.00 |  |
| 102 | 30  | EA | 670 063<br>29241 | METER SET 1 X 10 B-2404F WITH H-14222N AND H-14227N                  | \$144.18 | \$150.00 | \$180.00 |  | 4,325.40 |           |  |
| 103 | 20  | EA | 670 063<br>29359 | METER SET 2" VV7712B-1177NL WITH BYPASS                              | \$648.00 | \$656.00 | \$642.00 |  |          |           |  |
| 104 | 20  | EA | 659 006<br>01210 | ADAPTER MALE LF 1" MUELLER H-15428N                                  | \$12.15  | \$13.00  | \$12.05  |  |          |           |  |
| 105 | 10  | EA | 659 006<br>01202 | ADAPTER MALE LF 3/4" MUELLER H-15428N                                | \$10.40  | \$10.50  | \$10.48  |  | 104.00   |           |  |
| 106 | 10  | EA | 659 006<br>01208 | ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N            | \$11.33  | \$11.50  | \$11.55  |  | 113.30   |           |  |
| 107 | 85  | EA | 659 006<br>01214 | ADAPTER MALE LF 1" X 3/4" MUELLER H-15428N                           | \$10.75  | \$10.98  | \$10.72  |  |          | 911.20    |  |

|     |     |    |                  |                                                                |                |                |                |          |        |          |
|-----|-----|----|------------------|----------------------------------------------------------------|----------------|----------------|----------------|----------|--------|----------|
| 108 | 10  | EA | 659 006<br>00001 | ADAPTER MALE LF 2" 110 COMP X 2" MIP<br>MUELLER H-15428N       | \$49.15        | \$50.50        | <b>\$48.62</b> |          |        | 488.20   |
| 109 | 100 | EA | 659 033<br>14067 | COUPLING LF 3/4" 110 COMP MUELLER H-<br>15403N                 | <b>\$12.26</b> | \$12.50        | \$13.05        | 1,226.00 |        |          |
| 110 | 100 | EA | 659 033<br>14081 | COUPLING LF 1" 110 COMP MUELLER H-15403N                       | \$13.37        | \$13.65        | <b>\$13.35</b> |          |        | 1,335.00 |
| 111 | 10  | EA | 659 033<br>14066 | COUPLING GALV/PVC 3/4" FORD #C-45-33NL                         | <b>\$14.20</b> | <b>\$14.20</b> | \$14.50        |          | 142.00 |          |
| 112 | 10  | EA | 659 033<br>14395 | COUPLING GALV/PVC 1" FORD #C-45-44NL                           | \$19.05        | <b>\$19.04</b> | \$19.15        |          | 190.40 |          |
| 113 | 10  | EA | 659 033<br>14064 | COUPLING GALV/PVC 3/4" X 1" FORD #C-45-<br>43NL                | <b>\$15.92</b> | \$16.00        | \$16.02        | 159.20   |        |          |
| 114 | 20  | EA | 659 033<br>14056 | COUPLING ST. 3/4" X 1" FORD #C-44-34NL                         | \$14.94        | \$14.85        | <b>\$14.60</b> |          |        | 292.00   |
| 115 | 4   | EA | 659 033<br>14477 | COUPLING 2" BRASS FORD C-44-77NL                               | \$65.45        | \$65.44        | <b>\$65.20</b> |          |        | 260.80   |
| 116 | 25  | EA | 670 063<br>23246 | METER CPLG. LF 5/8" 110 COMP - 5/8X3/4X3/4<br>MUELLER H-14227N | <b>\$11.20</b> | \$11.21        | \$11.38        | 280.00   |        |          |
| 117 | 60  | EA | 659 042<br>20110 | ELL LF 110 COMP. 1" MUELLER H-15526N                           | <b>\$20.02</b> | \$20.40        | \$20.32        | 1,201.20 |        |          |
| 118 | 25  | EA | 659 042<br>20108 | ELL LF 110 COMP. 3/4" MUELLER H-15526N                         | <b>\$15.06</b> | \$15.10        | \$16.00        | 376.50   |        |          |
| 119 | 25  | EA | 659 030<br>13072 | CORP COCK LF 3/4" 300 PSI CCX110 COMP<br>MUELLER H-B-25008N    | <b>\$32.84</b> | \$34.00        | \$33.05        | 821.00   |        |          |
| 120 | 200 | EA | 659 030<br>13071 | CORP COCK LF 1" 300 PSI CCX110 COMP<br>MUELLER H-B-25008N      | \$41.74        | \$42.00        | <b>\$41.52</b> |          |        | 8,304.00 |
| 121 | 70  | EA | 670 063<br>48082 | U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N                       | <b>\$29.04</b> | \$29.20        | \$29.65        | 2,032.80 |        |          |
| 122 | 2   | EA | 670 069<br>49060 | VALVE BALL 1" FORD #B11-444NL                                  | \$55.90        | \$56.00        | <b>\$55.85</b> |          |        | 111.70   |
| 123 | 25  | EA | 670 069<br>49083 | VALVE BALL 2" FORD #B-11-777WNL                                | 168.43         | \$168.40       | <b>162.00</b>  |          |        | 4,050.00 |
| 124 | 30  | EA | 659 017<br>03557 | BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL<br>SEWER                  | \$13.05        | \$8.34         | <b>\$8.30</b>  |          |        | 249.00   |
| 125 | 15  | EA | 659 017<br>03556 | BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER                         | \$9.85         | \$8.60         | <b>\$8.48</b>  |          |        | 127.20   |
| 126 | 30  | EA | 659 017<br>03553 | BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER                         | \$9.08         | \$8.25         | <b>\$8.10</b>  |          |        | 243.00   |
| 127 | 1   | EA | 659 017<br>03531 | BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL<br>SEWER                  | <b>\$47.08</b> | \$53.00        | \$50.28        | 47.08    |        |          |
| 128 | 10  | EA | 659 017<br>03530 | BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER                         | <b>\$45.75</b> | \$51.00        | \$48.42        | 457.50   |        |          |
| 129 | 4   | EA | 659 094<br>54824 | WYE 8X8X8 GXGXG SDR-26 HEAVY WALL<br>SEWER                     | \$88.75        | <b>\$87.00</b> | \$89.35        |          | 348.00 |          |
| 130 | 15  | EA | 659 094<br>54820 | WYE 8X8X4 GXGXG SDR-26 HEAVY WALL<br>SEWER                     | <b>\$43.95</b> | \$45.00        | <b>\$43.95</b> | 659.25   |        | 659.25   |
| 131 | 2   | EA | 659 094<br>54822 | WYE 8X8X5 GXGXG SDR-26 HEAVY WALL<br>SEWER                     | <b>\$50.95</b> | \$55.00        | \$52.00        | 101.90   |        |          |
| 132 | 50  | EA | 659 073<br>00011 | SEWER TAP SADDLE TEE 4" ROMAC INDS. #218<br>4804U              | \$70.00        | \$78.00        | <b>\$59.45</b> |          |        | 2,972.50 |
| 133 | 60  | EA | 659 033<br>16409 | CPLG. 4" CI/PL X 4" CI/PL MISSION #MR6 44<br>ARC               |                | \$21.50        | <b>\$20.70</b> |          |        | 1,242.00 |
| 134 | 30  | EA | 659 033<br>16406 | CPLG. 4" CL X 4" CI/PL MISSION #MR02 44 ARC                    |                | \$32.00        | <b>\$30.38</b> |          |        | 911.40   |

|     |    |    |                  |                                                     |                |                 |                 |  |                   |                  |                   |
|-----|----|----|------------------|-----------------------------------------------------|----------------|-----------------|-----------------|--|-------------------|------------------|-------------------|
| 135 | 10 | EA | 659 033<br>16424 | CPLG. 6" CIPL X 6" CIPL MISSION #MR56 66<br>ARC     |                | \$41.00         | <b>\$39.45</b>  |  |                   |                  | 394.50            |
| 136 | 50 | EA | 659 033<br>16407 | CPLG. 6" CL X 6" CIPL MISSION #MR02 66 ARC          |                | \$52.00         | <b>\$51.45</b>  |  |                   |                  | 2,572.50          |
| 137 | 15 | EA | 659 033<br>16425 | CPLG. 8" CIPL X 8" CIPL MISSION #MR56 088<br>ARC    |                | <b>\$58.00</b>  | \$58.42         |  |                   | 870.00           |                   |
| 138 | 25 | EA | 659 033<br>16451 | CPLG. 8" CL X 8" CIPL MISSION #MR02 88 ARC          |                | <b>\$58.00</b>  | \$58.42         |  |                   | 1,450.00         |                   |
| 139 | 2  | EA | 659 033<br>16426 | CPLG. 10" CIPL X 10" CIPL MISSION #MR56<br>1010 ARC |                | \$80.00         | <b>\$76.25</b>  |  |                   |                  | 152.50            |
| 140 | 6  | EA | 659 033<br>16452 | CPLG. 10" CL X 10" CIPL MISSION #MR02 1010<br>ARC   |                | \$80.00         | <b>\$76.25</b>  |  |                   |                  | 457.50            |
| 141 | 1  | EA | 659 033<br>16428 | CPLG. 12" CIPL X 12" CIPL MISSION #MR56<br>1212 ARC |                | <b>\$92.00</b>  | \$93.20         |  |                   | 92.00            |                   |
| 142 | 4  | EA | 659 033<br>16453 | CPLG. 12" CL X 12" CIPL MISSION #MR02 1212<br>ARC   |                | <b>\$92.00</b>  | \$93.20         |  |                   | 368.00           |                   |
| 143 | 1  | EA | 659 033<br>00016 | CPLG. 15" CIPL X 15" CIPL MISSION #MR56<br>1515 ARC |                | <b>\$165.00</b> | \$165.40        |  |                   | 165.00           |                   |
| 144 | 1  | EA | 659 033<br>16454 | CPLG. 15" CL X 15" CIPL MISSION #MR02 1515<br>ARC   |                | \$186.00        | <b>\$183.35</b> |  |                   |                  | 183.35            |
| 145 | 1  | EA | 659 033<br>00016 | CPLG. 18" CIPL X 18" CIPL MISSION #MR56<br>1818 ARC |                | <b>\$340.00</b> | <b>\$340.00</b> |  |                   | 340.00           | 340.00            |
| 146 | 1  | EA | 659 033<br>16455 | CPLG. 18" CL X 18" CIPL MISSION #MR02 1818<br>ARC   |                | <b>\$450.00</b> | \$452.60        |  |                   | 450.00           |                   |
| 147 | 1  | EA | 659 033<br>00017 | CPLG. 24" CIPL X 24" CIPL MISSION #MR56<br>2424 ARC |                | <b>\$428.00</b> | \$430.60        |  |                   | 428.00           |                   |
| 148 | 1  | EA | 659 033<br>00014 | CPLG. 24" CL X 24" CIPL MISSION #MR02 2424<br>ARC   |                | \$589.00        | <b>\$572.28</b> |  |                   |                  | 572.28            |
| 149 | 8  | EA | 659 033<br>16460 | CPLG. REDUCER 8X6 CIPVC FERNCO #1056-85             |                |                 |                 |  |                   |                  |                   |
| 150 | 2  | EA | 659 033<br>16459 | CPLG. REDUCER 6 X 4 CIPVC FERNCO<br>#105664EB       |                |                 |                 |  |                   |                  |                   |
| 151 | 20 | EA | 890 030<br>28291 | 8" MANHOLE GASKET 8CMA                              | <b>\$5.00</b>  | \$12.00         | \$8.00          |  | 100.00            |                  |                   |
| 152 | 2  | EA | 890 030<br>28292 | 10" MANHOLE GASKET 10CMA                            | <b>\$6.50</b>  | \$15.00         | \$12.00         |  | 13.00             |                  |                   |
| 153 | 2  | EA | 890 030<br>28294 | 12" MANHOLE GASKET 12CMA                            | <b>\$8.00</b>  | \$20.00         | \$14.00         |  | 16.00             |                  |                   |
| 154 | 30 | EA | 890 030<br>28296 | MANHOLE RING/LID 250# 24A<br>WJLW/JJLW/VULCAN       | \$172.00       | \$176.00        | <b>\$170.00</b> |  |                   |                  | 5,100.00          |
| 155 | 10 | EA | 890 030<br>28348 | MANHOLE EXTENSION 2" 23-1/2" NO FOREIGN<br>MADE     | \$52.35        | \$53.50         | <b>\$51.95</b>  |  |                   |                  | 519.50            |
| 156 | 10 | EA | 890 030<br>28349 | MANHOLE EXTENSION 4" 23-1/2" NO FOREIGN<br>MADE     | \$99.90        | \$102.50        | <b>\$99.70</b>  |  |                   |                  | 997.00            |
| 157 | 10 | EA | 890 030<br>28350 | MANHOLE EXTENSION 6" 23-1/2" NO FOREIGN<br>MADE     | \$148.70       | \$153.10        | <b>\$148.00</b> |  |                   |                  | 1,480.00          |
| 158 | 20 | EA | 890 030<br>28468 | MANHOLE SEALANT "RAM-NECK" 3/4" COILS               | \$8.30         | <b>\$7.00</b>   | \$14.00         |  |                   | 140.00           |                   |
| 159 | 10 | EA | 890 030<br>28298 | MANHOLE LID ONLY 250# 24A<br>WJLW/JJLW/VULCAN       | <b>\$73.50</b> | \$75.50         | \$74.00         |  | 735.00            |                  |                   |
|     |    |    |                  |                                                     |                |                 |                 |  | <b>152,705.77</b> | <b>13,436.24</b> | <b>103,645.33</b> |



| CHECK ALL THAT APPLY |                   |       |       |
|----------------------|-------------------|-------|-------|
| x                    | Bid Award         | Bid # | 16-11 |
|                      | Budget Adjustment |       |       |
|                      | Change Order      |       |       |
|                      | Informational     |       |       |
|                      | Ordinance         |       |       |
|                      | Resolution        |       |       |
|                      | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

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 \$470,648.68. Items will be ordered on 'as needed' basis.

### COST TO CITY:

Cost of this Request: \$470,648

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



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## MEMORANDUM

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**DATE:** June 28, 2016

**TO:** City Council, Mayor McCaslin

**FROM:** Travis Matlock, Engineer Director

**RE:** Electric Materials bid award #16-11

The City of Bentonville recommends awarding the bids for electric material in the total amount \$470,648.68. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$47,372.19  
Stuart Irby in the amount of \$104,989.57  
Techline in the amount of \$169,079.35  
Anixter Electrical Supply in the amount of \$12,935.87  
Wesco supply in the amount of \$136,271.70

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

Stuart Irby did not meet spec on line item #47, 48, 65 & 68  
Techline did not meet spec on line items #24, 65 & 101  
Anixter did not meet spec on line items #46, 49, 64 & 151

This award is for six months, July-December 2016. 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                                                                                                                                            | AECI     | STUART C. IRBY CO. | TECHLINE | ANKSTER  | WESCO    | AECI | STUART C. IRBY CO. | TECHLINE    | ANKSTER | WESCO      |
|------|------|------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------|----------|----------|----------|------|--------------------|-------------|---------|------------|
| 1    | 100  | EA   | 285 002<br>02101 | ARM 3-5/8" X 4-5/8" X 8" -WOOD-<br>TYPE 3 REA SPEC HUGHES BROS.<br>BROOKS                                                                              | \$28.78  | \$28.00            | \$26.70  | \$44.40  | \$34.00  |      |                    | \$2,670.00  |         |            |
| 2    | 70   | EA   | 285 002<br>02102 | ARM 3-5/8" X 4-5/8" X 10" -WOOD-<br>TYPE 3 REA SPEC HUGHES BROS.<br>BROOKS                                                                             | \$36.00  | \$39.00            | \$36.00  | \$64.50  | \$44.00  |      |                    | \$2,450.00  |         |            |
| 3    | 30   | EA   | 285 002<br>02155 | ARM DEAD END FIBERGLASS 4 X 6 8"<br>MACLEAN # PY06SD004-2E OR PUP1<br>#DA400096E2B7X2                                                                  | \$234.55 |                    | \$205.32 | \$269.00 | \$262.00 |      | \$6,159.60         |             |         |            |
| 4    | 30   | EA   | 285 002<br>00002 | ARM DEAD END FIBERGLASS 4 X 6 X<br>10' PUP1 #DA4000-120-E-4-B9X-2                                                                                      | \$325.00 |                    |          |          |          |      | \$9,750.00         |             |         |            |
| 5    | 20   | EA   | 285 002<br>02170 | ARM FIBERGLASS 8' PUP1-<br>FEATHERLITE #DA3000-96E3-872                                                                                                | \$260.00 |                    |          |          |          |      | \$5,200.00         |             |         |            |
| 6    | 60   | EA   | 285 002<br>02183 | ARM 6ALV 6' #AHL-104 6'X1-1/4"<br>CANTILEVER BRACKET                                                                                                   | \$30.00  | \$39.00            | \$30.00  | \$40.80  |          |      | \$1,800.00         |             |         | \$1,625.00 |
| 7    | 5    | EA   | 285 009<br>25622 | ENCLOSURE 1-PH 15KV 146A STEEL<br>DURHAM #ANSPR12124-D W/GRND<br>NUTS                                                                                  | \$358.00 |                    |          |          | \$525.00 |      |                    |             |         |            |
| 8    | 15   | EA   | 285 009<br>25625 | ENCLOSURE 3-PH 15KV 146A STEEL<br>DURHAM #ANSPR32127-D                                                                                                 | \$566.00 |                    |          |          | \$545.00 |      |                    |             |         | \$9,175.00 |
| 9    | 15   | EA   | 285 009<br>00015 | ENCLOSURE BURIAL CONCAST<br>FIBERCRETE BOX PAD 1-PH FC39-75-<br>36-3PH                                                                                 | \$566.00 | \$530.00           | \$563.00 | \$613.00 | \$530.00 |      | \$7,950.00         |             |         | \$7,950.00 |
| 10   | 15   | EA   | 285 009<br>00016 | ENCLOSURE BURIAL CONCAST<br>FIBERCRETE MOUNTING PAD 200<br>AMP 3PH LTD FC-37-3-2-3PH-1                                                                 | \$396.00 | \$351.00           | \$380.00 | \$405.00 | \$349.00 |      |                    |             |         | \$5,235.00 |
| 11   | 10   | EA   | 285 009<br>00019 | ENCLOSURE BURIAL CONCAST<br>FIBERCRETE MOUNTING PAD 600<br>AMP 3PH LTD FC-37-3-2-3PH-2                                                                 | \$396.00 | \$351.00           | \$380.00 | \$405.00 | \$349.00 |      |                    |             |         | \$3,490.00 |
| 12   | 6    | EA   | 285 009<br>00017 | ENCLOSURE BURIAL CONCAST<br>FIBERCRETE BOX PAD 1-PH FC-23-37-<br>32-1PH                                                                                | \$420.00 | \$411.00           | \$420.00 | \$475.00 | \$409.00 |      |                    |             |         | \$2,454.00 |
| 13   | 6    | EA   | 285 009<br>00018 | ENCLOSURE BURIAL CONCAST<br>FIBERCRETE MOUNTING PAD LTD 1PH<br>FC-22-36-2-1PH-1                                                                        | \$368.50 | \$347.00           | \$400.00 | \$401.00 | \$346.00 |      |                    |             |         | \$2,070.00 |
| 14   | 80   | EA   | 285 009<br>25667 | GRAPHICS, DARK GREEN ELECTRICAL<br>PEDESTAL, 2" PENTA CLIP ASSEMBLY, 2<br>DOORS 1BACK/Low/RT<br>1BACK/Low/LEFT, 3-6350<br>CONNECTORS & PLASTIC COVERS, | \$184.78 |                    | \$175.00 | \$198.00 | \$175.00 |      |                    | \$14,000.00 |         |            |
| 15   | 100  | PR   | 285 002<br>60487 | WOOD BRACES ARM 60" 14760R OR<br>EQUAL TO (SOLD IN PAIRS)                                                                                              | \$14.20  | \$13.09            | \$13.94  | \$13.58  | \$13.96  |      | \$1,308.00         |             |         |            |
| 16   | 100  | EA   | 280 075<br>01470 | ANCHOR, PTSA ROD 3/4"x7" WITH<br>TWIN EYE NUT CHANCE #E102-0044                                                                                        | \$19.24  | \$19.23            | \$19.00  | \$21.84  | \$21.41  |      | \$1,923.00         |             |         |            |

|    |     |    |                  |                                                                                               |          |          |          |          |          |  |            |            |          |            |
|----|-----|----|------------------|-----------------------------------------------------------------------------------------------|----------|----------|----------|----------|----------|--|------------|------------|----------|------------|
| 17 | 50  | EA | 280 075<br>01476 | ANCHOR ROD 1" X 9" TWIN-EYE<br>CHANCE #5369                                                   | \$42.40  | \$42.90  | \$42.20  |          | \$42.39  |  |            | \$2,110.00 |          |            |
| 18 | 100 | EA | 286 005<br>55530 | TRANSFORMER PAD WAGNER #F4242<br>32CL1328T                                                    | \$96.00  | \$101.00 | \$104.00 | \$120.00 | \$88.00  |  |            |            |          | \$9,800.00 |
| 19 | 10  | EA | 286 005<br>00014 | TRANSFORMER PAD DIVERSITECH<br>#F4846-4CSL-1228T                                              | \$175.00 | \$106.00 | \$190.00 | \$212.50 | \$165.00 |  | \$1,060.00 |            |          |            |
| 20 | 25  | EA | 285 056<br>61320 | HEAD ONLY 100WATT HPS<br>AMERICAN ELEC. #11-10S-RN-120-RO-<br>LO                              | \$25.80  | \$25.70  |          | \$25.70  | \$24.88  |  |            |            |          | \$822.00   |
| 21 | 25  | EA | 285 056<br>26620 | FIXTURE 100W HPS AMERICAN<br>CONTEMPO A.E. #245-10S-RN-120-RS-<br>AY OR 6.E. #P17M10SINZAM59R | \$207.00 | \$214.47 | \$333.00 | \$226.39 |          |  | \$5,175.00 |            |          |            |
| 22 | 2   | EA | 285 056<br>26621 | FIXTURE 100W HPS AMER.<br>REVOLUTION A.E. #247-10S-RN-120-<br>AY OR 6.E. EQUAL                | \$138.00 | \$137.00 | \$136.00 | \$146.68 |          |  |            | \$272.00   |          |            |
| 23 | 60  | EA | 285 056<br>26603 | FIXTURE 250W HPS COBRA HEAD<br>FLAT LENS A.E. #115-25S-CA-MTI-R2-<br>FG OR 6.E. EQUAL         | \$97.60  | \$98.42  | \$119.00 | \$100.50 |          |  | \$5,856.00 |            |          |            |
| 24 | 15  | EA | 285 056<br>26607 | FIXTURE 400W HPS COBRA HEAD A.E.<br>#125-40S-CA-MTI-R3-FG OR 6.E.<br>EQUAL                    | \$150.75 | \$162.00 | \$145.00 | \$169.00 |          |  | \$2,261.25 |            |          |            |
| 25 | 400 | EA | 285 050<br>11421 | BULB 100W HPS MOGAL BASE EYE<br>#LU00/PLUS/ECO ITEM#67599<br>SYLVANIA ONLY                    |          | \$8.51   |          |          |          |  | \$3,404.00 |            |          |            |
| 26 | 36  | EA | 285 050<br>11450 | BULB 100W MV SELF-BALLAST<br>STANDARD BASE EYE #WH58/E24W                                     |          | \$20.33  | \$31.00  |          |          |  |            |            |          |            |
| 27 | 60  | EA | 285 050<br>11461 | BULB 175W MV 6.E. #H37KB-175<br>ALTO BRAND                                                    |          | \$4.40   | \$4.36   | \$4.46   |          |  |            | \$261.00   |          |            |
| 28 | 5   | EA | 285 050<br>11460 | BULB 175W MH MOGAL BASE PROBE<br>START #M175/U                                                |          | \$10.85  | \$9.80   | \$10.00  | \$9.90   |  |            | \$49.00    |          |            |
| 29 | 5   | EA | 285 050<br>11471 | BULB 250W MH MVR250/U                                                                         |          | \$10.85  | \$12.06  | \$10.38  | \$9.90   |  |            |            |          | \$49.50    |
| 30 | 240 | EA | 285 050<br>11470 | BULB 250W HPS 6.E. #LU250 OR<br>PHILLIPS #C250S50/AHO                                         |          | \$6.45   | \$5.55   | \$6.00   | \$5.70   |  |            | \$1,332.00 |          |            |
| 31 | 2   | EA | 285 050<br>11472 | BULB 250W MV PHILLIPS #H37KB-<br>250                                                          |          | \$6.86   |          | \$6.80   | \$4.75   |  |            |            |          | \$9.50     |
| 32 | 48  | EA | 285 050<br>11480 | BULB 400W HPS 6.E. #LU400 OR<br>PHILLIPS #C400S51/AHO                                         |          | \$6.79   | \$6.95   | \$6.46   | \$5.85   |  |            |            | \$310.08 | \$280.80   |
| 33 | 36  | EA | 285 050<br>11462 | BULB 400W MH 6.E. #MVR400/U OR<br>SYLVANIA #MH400B/U/4 ALTO<br>BRAND                          |          | \$9.69   | \$12.25  | \$9.74   | \$10.10  |  | \$348.84   |            |          |            |
| 34 | 12  | EA | 285 050<br>11492 | BULB 1000W MH 6.E. #MVR1000/U OR<br>PHILLIPS #MH1000/U ALTO BRAND                             |          | \$19.69  | \$19.60  | \$20.87  | \$22.50  |  |            | \$235.20   |          |            |

|    |     |    |                  |                                                               |         |         |         |         |         |  |            |            |            |          |
|----|-----|----|------------------|---------------------------------------------------------------|---------|---------|---------|---------|---------|--|------------|------------|------------|----------|
| 35 | 6   | EA | 280 050<br>11490 | BULB 1000W HP'S 6.E. #LUCALOX<br>LU000                        |         | \$27.29 | \$27.26 | \$30.06 | \$27.60 |  |            | \$163.50   |            |          |
| 36 | 3   | EA | 285 050          | BULB 1500W MH MH-1500BU/MH48                                  |         |         |         | \$26.93 |         |  |            |            | \$80.79    |          |
| 37 | 500 | EA | 285 027<br>38075 | PHOTO CELL SUNTECH P124 105-305<br>BLUE IN COLOR              |         | \$5.16  |         | \$5.55  |         |  | \$2,580.00 |            |            |          |
| 38 | 100 | EA | 285 031<br>00011 | CONDUIT ST AND OFF STRAP 2"<br>HUBBELL #CSTK-2                | \$3.30  | \$2.62  | \$3.26  | \$3.20  | \$3.16  |  | \$252.00   |            |            |          |
| 39 | 200 | EA | 285 031<br>00008 | CONDUIT ST AND OFF STRAP 3"<br>HUBBELL #CSTK-3                | \$3.56  | \$2.68  | \$3.90  | \$3.28  | \$3.16  |  | \$516.00   |            |            |          |
| 40 | 100 | EA | 285 031<br>00009 | CONDUIT ST AND OFF STRAP 4"<br>HUBBELL #CSTK-4                | \$3.70  | \$2.67  | \$3.96  | \$3.51  | \$3.40  |  | \$267.00   |            |            |          |
| 41 | 20  | EA | 285 019<br>20970 | CONDUIT ST AND OFF STRAP 5"<br>HUBBELL #CSTK-5                | \$5.50  | \$2.77  | \$5.10  | \$4.59  | \$3.80  |  | \$55.40    |            |            |          |
| 42 | 30  | EA | 285 019<br>00004 | CONDUIT ST AND OFF STRAP 6"<br>HUBBELL #CSTK-6                | \$4.68  | \$3.10  | \$4.60  | \$4.73  | \$4.50  |  | \$93.00    |            |            |          |
| 43 | 30  | EA | 285 031<br>00013 | CONDUIT ST AND OFF BAR ONLY 12"<br>SP6025-12PNC               | \$6.10  | \$5.60  | \$6.90  | \$7.99  | \$5.40  |  |            |            |            | \$162.00 |
| 44 | 30  | EA | 285 031<br>00014 | CONDUIT ST AND OFF BAR ONLY 24"<br>SP6025-24PNC               | \$9.76  | \$9.60  | \$9.90  | \$16.98 | \$9.28  |  |            |            |            | \$276.40 |
| 45 | 250 | EA | 285 031<br>23580 | DEPTH HUBBELL #C9-C50-12 OR<br>ALUMAFORM #9-C50-12-4WT        | \$28.65 | \$28.97 | \$29.80 | \$24.96 | \$26.90 |  |            |            | \$6,240.00 |          |
| 46 | 15  | EA | 285 031<br>00006 | CONDUIT ST AND OFF BRKT. 12" - 6"<br>DEPTH HUBBELL #C6-C50-12 | \$26.73 | \$26.05 | \$23.88 | \$23.79 | \$24.15 |  |            | \$358.20   |            |          |
| 47 | 300 | EA | 285 073<br>15287 | CLAMP W-62-1 BLACKBURN                                        | \$1.14  | \$0.98  | \$1.06  | \$1.15  |         |  |            | \$315.00   |            |          |
| 48 | 50  | EA | 285 073<br>15288 | CLAMP W-201 BLACKBURN                                         | \$1.63  | \$1.60  | \$1.69  | \$1.82  |         |  |            | \$84.50    |            |          |
| 49 | 100 | EA | 285 073<br>32399 | INSULATOR STRAIN 3' 6CC19-36-R                                | \$15.64 | \$13.72 | \$12.90 | \$12.80 | \$13.40 |  |            | \$1,290.00 |            |          |
| 50 | 100 | EA | 285 073<br>32401 | INSULATOR STRAIN 10' 6CC15-120-R                              | \$27.38 | \$20.27 | \$20.50 | \$20.68 | \$23.26 |  | \$2,027.00 |            |            |          |
| 51 | 20  | EA | 285 073<br>32282 | INSULATOR SCREW KNOB J089 OR<br>HUBBELL C207-0138             | \$3.03  | \$2.91  | \$2.90  | \$3.42  | \$2.88  |  |            |            |            | \$57.60  |
| 52 | 400 | EA | 285 073<br>32369 | INSULATOR MEDIUM SPOOL<br>V2012/GAMMA #PTB065G OR EQUAL<br>TO | \$0.62  | \$0.66  | \$0.70  | \$0.74  | \$0.69  |  | \$220.00   |            |            |          |

|    |     |    |               |                                                                                          |         |         |         |         |         |  |           |            |            |            |  |          |
|----|-----|----|---------------|------------------------------------------------------------------------------------------|---------|---------|---------|---------|---------|--|-----------|------------|------------|------------|--|----------|
| 63 | 150 | EA | 285 073 32359 | INSULATOR PIN C-NECK 4814R-70 OR 6AMMA #PT8176R OR EQUAL TO                              | \$2.42  | \$2.33  | \$2.80  | \$2.41  | \$2.40  |  |           |            | \$349.50   |            |  |          |
| 64 | 600 | EA | 285 073 32999 | INSULATOR PIN F-NECK 4183R-70 OR 6AMMA #PT8196R OR EQUAL TO                              | \$2.82  | \$2.74  | \$3.59  | \$3.60  | \$2.90  |  |           |            | \$1,644.00 |            |  |          |
| 65 | 10  | EA | 285 073 32678 | INSULATOR SUSPENS DEADEND OHIO BRASS #401015-0215                                        | \$9.09  | \$8.45  | \$8.40  | \$8.40  | \$8.68  |  |           |            | \$84.50    |            |  |          |
| 66 | 25  | EA | 285 073 00008 | INSULATOR PIN MOLDED 35KV HENDRIX HPT-3501                                               | \$16.19 | \$18.45 |         | \$21.98 |         |  | \$4.04.75 |            |            |            |  |          |
| 67 | 20  | EA | 285 073 00009 | INSULATOR EXTENSION 24" SALLISBURY #9930                                                 |         | \$71.10 |         | \$67.00 |         |  |           |            |            | \$1,340.00 |  |          |
| 68 | 20  | EA | 285 073 00007 | HOT LINE CLAMP 477 ACSR COP-ALUM. C# S1545AGP                                            | \$27.08 | \$27.89 | \$27.05 | \$28.70 | \$28.10 |  |           |            |            | \$541.00   |  |          |
| 69 | 500 | EA | 285 073 31382 | HOT LINE CLAMP COP-ALUM. MACLEAN C1330A                                                  | \$8.69  | \$8.28  | \$9.65  | \$9.98  | \$9.65  |  |           |            | \$4,140.00 |            |  |          |
| 70 | 500 | EA | 285 073 24276 | DEAD END SHOE 3/0-477 ACSR SPRING LOADED SIDE OPENING MACLEAN #H50-98 OR HUBBEL #ACE288N | \$13.02 | \$10.90 | \$13.50 | \$13.53 | \$11.00 |  |           |            | \$5,450.00 |            |  |          |
| 61 | 300 | EA | 285 073 24275 | DEAD END SHOE 6-2/0 SPRING LOADED MACLEAN #ASD398-IN                                     | \$8.06  | \$8.25  | \$5.99  | \$6.52  | \$6.20  |  |           |            |            | \$1,797.00 |  |          |
| 62 | 100 | EA | 285 073 39292 | PIN POLE TOP 18" NYLON ALLOY T-HEADS J1348Z                                              | \$5.02  | \$5.59  | \$6.75  | \$6.68  | \$5.94  |  |           |            | \$559.00   |            |  |          |
| 63 | 300 | EA | 285 073 39600 | PIN SADDLE CHANCE 14322 OR MACLEAN J3322Z                                                | \$14.29 | \$12.75 | \$13.50 | \$14.99 | \$13.02 |  |           |            | \$3,825.00 |            |  |          |
| 64 | 5   | EA | 285 073 39413 | PIN STAND OFF 18" 2-BRACKET 6JMDALIBAT                                                   | \$30.88 | \$28.19 | \$39.00 | \$27.54 | \$28.18 |  |           |            |            |            |  | \$140.90 |
| 65 | 5   | EA | 285 073 39411 | PIN STAND OFF 18" MACLEAN #6JHD4318DV1                                                   | \$39.38 | \$27.79 | \$27.75 | \$42.37 | \$40.50 |  |           | \$196.90   |            |            |  |          |
| 66 | 200 | EA | 285 073 48350 | STEEL PIN WITH NYLON ALLOY T-HEADS J203Z                                                 | \$4.52  | \$3.45  | \$4.50  | \$4.07  | \$3.72  |  |           |            | \$690.00   |            |  |          |
| 67 | 50  | EA | 285 073 48281 | STEEL PIN ADAPTER (TRANS. LEAD ADAPTER PIN) J2840                                        | \$4.84  | \$5.44  | \$4.80  | \$6.35  | \$6.04  |  |           |            | \$240.00   |            |  |          |
| 68 | 150 | EA | 285 073 48379 | STIRRUP 4-4/0 ACSR SINGLE ANDERSON #AHL5-024019-E                                        | \$11.88 | \$11.10 | \$12.69 | \$12.99 | \$13.35 |  |           | \$1,782.00 |            |            |  |          |
| 69 | 300 | EA | 285 073 48383 | STIRRUP 477 ACSR MCM ANDERSON #AHL5954922E                                               | \$29.05 | \$28.90 | \$28.90 |         |         |  |           |            | \$8,670.00 |            |  |          |
| 70 | 100 | EA | 280 075 30161 | BUY ATTACH FOR STRAIN INSULATOR MACLEAN #U6A664                                          | \$7.33  | \$6.39  | \$14.40 | \$7.66  | \$7.00  |  |           |            | \$638.00   |            |  |          |

|    |     |    |                  |                                                                       |         |         |         |         |         |            |            |  |  |            |
|----|-----|----|------------------|-----------------------------------------------------------------------|---------|---------|---------|---------|---------|------------|------------|--|--|------------|
| 71 | 100 | EA | 280 075<br>00014 | BUY ATTACH - SINGLE BOLT FOR<br>SINGLE PHASE, MACLEAN #PE-7X2         | \$8.14  | \$8.20  |         | \$8.77  | \$8.28  | \$814.00   |            |  |  |            |
| 72 | 300 | EA | 285 073<br>43378 | SINGLE POINT RACK J1300 OR<br>HUBBELL #0327                           | \$5.04  | \$4.52  | \$4.23  | \$4.27  | \$4.32  |            | \$1,269.00 |  |  |            |
| 73 | 48  | EA | 285 031<br>00016 | BRACKET FIBERGLASS - SINGLE<br>POSITION - 18" MACLEAN<br>51MDA11BDC-B | \$32.46 | \$30.79 |         | \$32.58 | \$30.60 |            |            |  |  | \$1,468.80 |
| 74 | 10  | EA | 285 073<br>15398 | CLAMP MAIST J0588H6 OR C207-0075                                      | \$9.17  | \$4.46  | \$9.00  | \$5.58  | \$5.00  |            | \$44.60    |  |  |            |
| 75 | 300 | EA | 286 005<br>00004 | KADDAIS KE-1068 FUSE CUTOUT<br>COVER                                  | \$16.86 | \$17.04 | \$15.75 | \$16.86 | \$15.80 |            | \$4,735.00 |  |  |            |
| 76 | 100 | EA | 286 005<br>00006 | KADDAIS KE-1077A TRANSFORMER<br>BUSHING CAP                           | \$12.50 | \$12.72 | \$11.70 | \$12.60 | \$11.80 |            | \$1,170.00 |  |  |            |
| 77 | 10  | EA | 286 005<br>00010 | KADDAIS KE-1117 FLIPPER<br>TRANSFORMER BUSHING COVER                  | \$14.65 | \$14.81 | \$14.60 | \$14.70 | \$14.64 |            | \$146.00   |  |  |            |
| 78 | 300 | EA | 286 005<br>00011 | AB CAP TRANSFORMER ARRESTOR<br>BUSHING COVER #AB CAP                  | \$3.60  | \$3.32  | \$3.60  | \$3.39  | \$3.65  |            | \$986.00   |  |  |            |
| 79 | 100 | EA | 286 035<br>00008 | TRANS. SEC. LEAD BRACKET CHANCE<br>#91135 1/2"x3"                     | \$10.15 | \$10.26 | \$9.85  | \$11.10 | \$9.88  |            | \$985.00   |  |  |            |
| 80 | 50  | EA | 285 078<br>49360 | POSITIONER HUBBELL CC5820 FOR<br>0.75-3" CABLE                        | \$18.16 | \$19.40 | \$19.15 | \$19.62 | \$19.20 |            | \$957.50   |  |  |            |
| 81 | 20  | EA | 285 073<br>49364 | SUPPORT BRACKET PB-4 TB-1 J24673                                      | \$6.48  | \$13.89 |         | \$15.17 | \$13.90 | \$129.80   |            |  |  |            |
| 82 | 100 | EA | 285 078<br>49390 | SUPPORT BRACKET 3M #AB-3                                              | \$10.50 | \$13.80 | \$13.25 | \$13.86 | \$13.78 | \$1,050.00 |            |  |  |            |
| 83 | 5   | EA | 285 078<br>49353 | SUPPORT BRACKET ELASTIMOLD #16-<br>TB-2                               |         | \$9.82  | \$9.90  | \$10.00 |         |            | \$49.10    |  |  |            |
| 84 | 100 | EA | 280 075<br>00003 | ANCHOR SCREW IN 14" TOUGHONE<br>CHANCE #C102-5203                     | \$70.10 | \$65.15 | \$67.00 | \$66.84 | \$71.00 |            | \$6,515.00 |  |  |            |
| 85 | 45  | EA | 280 075<br>01312 | ANCHOR EXPANDING LARGE 30,000#<br>J0285-1 1283-1                      | 45.55   | 45.12   | 43.25   | 49.95   | 43.50   |            | \$1,946.25 |  |  |            |
| 86 | 400 | EA | 280 075<br>29468 | GROUND ROD 5/8" X 8' COPPER JB338                                     | \$10.05 | \$10.24 | \$10.75 | \$10.80 | \$10.80 | \$4,020.00 |            |  |  |            |
| 87 | 400 | EA | 280 075<br>29096 | GROUND ROD CLAMP CU 5/8"                                              | \$1.05  | \$1.06  | \$1.04  | \$1.05  | \$1.60  |            | \$416.00   |  |  |            |
| 88 | 400 | EA | 280 075<br>30301 | BUY GRIP PREF. 3/8" GDE-1107 P.L.P.                                   | \$2.20  | \$2.07  | \$2.15  | \$2.09  | \$2.21  |            | \$828.00   |  |  |            |

|     |        |    |                  |                                                                             |         |         |          |         |         |  |  |          |             |             |  |            |
|-----|--------|----|------------------|-----------------------------------------------------------------------------|---------|---------|----------|---------|---------|--|--|----------|-------------|-------------|--|------------|
| 89  | 100    | EA | 540 069<br>00081 | GROUND WIRE MOLDING PLASTIC<br>MACLEAN #PM128                               | \$2.18  | \$1.91  | \$3.00   | \$2.24  | \$2.10  |  |  |          | \$191.00    |             |  |            |
| 90  | 200    | EA | 280 075<br>30485 | GUY GUARD PLASTIC 8" #70-7Y or<br>PREFORMED PGMS3921                        | \$3.00  | \$2.33  | \$3.50   | \$3.15  | \$2.33  |  |  |          | \$466.00    |             |  | \$466.00   |
| 91  | 30     | EA | 280 075<br>30540 | GUY WIRE DISPENSER #56D-0700<br>P.L.P. OR HELICAL GWD1000                   | \$5.78  | \$5.31  | \$5.75   | \$5.76  | \$5.60  |  |  |          | \$159.30    |             |  |            |
| 92  | 10,000 | FT | 280 040<br>59538 | GUY WIRE 3/8" EXTRA HIGH<br>STRENGTH BHS-7                                  | 0.3380  | 0.3300  | 0.3000   | 0.3900  |         |  |  |          |             | \$3,000.00  |  |            |
| 93  | 30     | EA | 285 029<br>00029 | CONNECTOR FOR SWITCHGEAR<br>ANDERSON #6TCS-41                               | \$9.83  | \$9.55  | \$9.65   | \$10.27 | \$10.05 |  |  |          | \$286.90    |             |  |            |
| 94  | 300    | EA | 285 029<br>00033 | CONNECTOR WCY61PB 477-477 WIRE                                              |         | \$19.10 | \$18.90  | \$19.27 | \$18.90 |  |  |          |             | \$5,670.00  |  | \$5,670.00 |
| 95  | 70     | EA | 285 029<br>00034 | CONNECTOR WCY62PB 477-336 WIRE                                              |         | \$19.10 | \$18.90  | \$19.27 | \$18.90 |  |  |          |             | \$1,323.00  |  | \$1,323.00 |
| 96  | 10     | EA | 285 029<br>00035 | CONNECTOR WCY76PB 750-477 WIRE                                              |         | \$35.49 | \$35.49  | \$39.34 | \$35.90 |  |  |          |             | \$354.90    |  |            |
| 97  | 40     | EA | 285 029<br>00050 | CONNECTOR WCY56-PB WEJTAP FOR<br>336 ACSR 18/1                              |         | \$17.53 | \$17.35  | \$17.67 | \$17.37 |  |  |          |             | \$694.00    |  |            |
| 98  | 10     | EA | 285 029<br>00051 | CONNECTOR WCY63-PB WEJTAP FOR<br>477 ACSR 18/1 4/0 ACSR 6/1                 |         | \$19.10 | \$18.90  | \$19.27 | \$18.90 |  |  |          |             | \$189.00    |  | \$189.00   |
| 99  | 10     | EA | 285 029<br>00052 | CONNECTOR WCY66-PB WEJTAP FOR<br>477 ACSR 18/1 1/0 ACSR 18/1                |         | \$19.10 | \$18.90  | \$19.27 | \$18.90 |  |  |          |             |             |  | \$189.00   |
| 100 | 400    | EA | 286 005<br>55129 | TRANSFORMER TANK GROUND<br>CONNECTOR 6TCL-23A                               | \$1.90  | \$1.92  | \$1.91   | \$2.06  | \$1.95  |  |  | \$760.00 |             |             |  |            |
| 101 | 300    | EA | 285 003<br>04120 | ARRESTOR LIGHTNING SURGE 10KV<br>COOPER #UNSD050A1B1A                       | \$28.10 | \$27.21 | \$27.00  | \$29.19 | \$27.20 |  |  |          |             |             |  | \$5,160.00 |
| 102 | 10     | EA | 285 003<br>00012 | ARRESTOR DUCKBILL MACLEAN<br>#28P009-2020003                                | \$54.93 | \$55.10 | \$103.00 | \$60.19 | \$54.68 |  |  |          |             |             |  | \$548.80   |
| 103 | 15     | EA | 285 078<br>12335 | BUSHING INSERT 200 AMP<br>LOADBREAK ELASTIMOLD #1601A4                      |         | \$23.01 | \$22.60  | \$23.00 |         |  |  |          |             | \$339.00    |  |            |
| 104 | 500    | EA | 285 078<br>14395 | CAP PROTECTIVE INSULATED WITH<br>GROUND ELASTIMOLD #167-D86                 |         | \$21.08 | \$21.00  | \$21.08 |         |  |  |          |             | \$10,500.00 |  |            |
| 105 | 100    | EA | 285 078<br>25331 | ELBOW ARRESTOR ELASTIMOLD<br>#167ESA-10                                     |         | \$59.05 | \$59.00  | \$59.05 |         |  |  |          |             | \$5,900.00  |  |            |
| 106 | 500    | EA | 285 078<br>25617 | ELBOW 1/0 15KV (165-905) 220 MLL<br>W/T JOINT ELASTIMOLD #162LJS-<br>B-5240 |         | \$27.83 | \$27.90  | \$28.39 |         |  |  |          | \$13,915.00 |             |  |            |

|     |     |    |                  |                                                                                        |                 |                 |                 |                |                |            |            |             |             |  |
|-----|-----|----|------------------|----------------------------------------------------------------------------------------|-----------------|-----------------|-----------------|----------------|----------------|------------|------------|-------------|-------------|--|
| 107 | 10  | EA | 285 078<br>25334 | ELBOW 4/0 15KV (830-1.060) 220 MIL ELASTIMOLD #162LR-CC-5270-S                         |                 | \$34.45         | <b>\$33.70</b>  | \$35.95        |                |            |            | \$337.00    |             |  |
| 108 | 60  | EA | 285 078<br>35325 | LOADBREAK JUNCTION 4-POINT WITH U-STRAPS ELASTIMOLD #164J4-S                           |                 | \$117.31        | <b>\$116.00</b> | \$117.37       |                |            |            | \$5,960.00  |             |  |
| 109 | 30  | EA | 285 078<br>00022 | LOADBREAK ELBOW TAP PLUG 15KV ELASTIMOLD #650ETP                                       |                 | \$113.07        | <b>\$113.00</b> | \$115.98       |                |            |            | \$3,390.00  |             |  |
| 110 | 400 | EA | 285 078<br>40329 | PLUG ST AND OFF ELASTIMOLD #1615OP                                                     |                 | \$32.32         | <b>\$31.70</b>  | \$32.32        |                |            |            | \$12,660.00 |             |  |
| 111 | 70  | EA | 285 078<br>53362 | TERMINATOR KIT 1/0 & 4/0 (.064-1.08 INS OD) 3M #7652-S-4-1/0 INCLUDES 1/0 STEW         | \$74.50         | \$79.63         | <b>\$74.00</b>  | \$79.31        |                |            |            | \$5,180.00  |             |  |
| 112 | 20  | EA | 285 078<br>53368 | TERMINATOR KIT 500 & 750 (1.05-1.60 INS OD) 3M #7655-S-4-40172 INCLUDES 750 LUGS 40172 | <b>\$134.85</b> | \$149.09        | \$160.00        | \$161.88       |                | \$2,697.00 |            |             |             |  |
| 113 | 10  | EA | 285 078<br>00038 | TERMINATOR STEW FOR 4/0 3M #SC0040                                                     | <b>\$21.00</b>  | \$22.84         | \$21.50         | \$23.00        | \$22.00        | \$210.00   |            |             |             |  |
| 114 | 300 | EA | 285 078<br>56681 | STUD-MOUNTED TRANS CONNECTOR CMC/BAC #NSC350-6I 5/8-11 6-POSITION                      |                 | <b>\$9.66</b>   | \$9.49          | \$10.26        | \$10.20        |            | \$2,865.00 |             |             |  |
| 115 | 10  | EA | 285 078<br>56686 | UTILICO SEC. STUDMNT. CONN. 6-POSITION #10-500 NCM #PT6-500-CUP                        | <b>\$16.26</b>  | \$17.22         | \$16.90         | \$19.38        | \$16.70        | \$162.60   |            |             |             |  |
| 116 | 2   | EA | 285 078<br>00004 | DEADFRONT ELBOW 4/0 TR/XLP 15KV ELASTIMOLD #K655LRH-0270                               |                 | <b>\$132.71</b> | \$133.00        | \$135.97       |                |            | \$265.42   |             |             |  |
| 117 | 3   | EA | 285 078<br>00003 | DEADFRONT ELBOW 500 TR/XLP 15KV ELASTIMOLD #K655LRK-0330                               |                 | <b>\$132.71</b> | \$133.00        | \$136.97       |                |            | \$398.13   |             |             |  |
| 118 | 20  | EA | 285 078<br>00012 | DEADFRONT ELBOW 750 TR/XLP 15KV ELASTIMOLD #K655LRH-0360                               |                 | <b>\$132.71</b> | \$133.00        | \$136.97       |                |            | \$2,654.20 |             |             |  |
| 119 | 150 | EA | 285 034<br>27700 | FUSETRON FUSE HOLDER SHAWMUT FEB-21-21                                                 |                 |                 | \$25.00         | <b>\$16.70</b> |                |            |            | \$2,505.00  |             |  |
| 120 | 300 | EA | 285 034<br>00023 | FUSE 600V MIDGET 20 AMP ATM-20                                                         |                 |                 |                 | <b>\$9.20</b>  |                |            |            | \$2,460.00  |             |  |
| 121 | 300 | EA | 285 034<br>27566 | FUSE CUTOFF 100 AMP POLYMER - MP'S #SC1B-H-6-1-10-B-D90                                |                 | \$81.00         |                 | \$80.18        | <b>\$80.70</b> |            |            |             | \$24,210.00 |  |
| 122 | 12  | EA | 285 079<br>50125 | FUSE UNIT END FITTING SML-20 (PFC) SAC #3097                                           |                 | <b>\$288.40</b> |                 |                |                |            | \$3,460.80 |             |             |  |
| 123 | 10  | EA | 285 034<br>27565 | FUSE BARRELL/DOOR 100 AMP SAC #B952LR10-BD                                             |                 | <b>\$31.50</b>  |                 |                |                |            | \$315.00   |             |             |  |
| 124 | 20  | EA | 285 034<br>27650 | FUSE SML-20 100K AMP 15KV SAC 702100                                                   |                 | <b>\$135.60</b> |                 |                |                |            | \$2,712.00 |             |             |  |







| CHECK ALL THAT APPLY                |                   |       |       |
|-------------------------------------|-------------------|-------|-------|
| <input checked="" type="checkbox"/> | Bid Award         | Bid # | 16-13 |
| <input type="checkbox"/>            | Budget Adjustment |       |       |
| <input type="checkbox"/>            | Change Order      |       |       |
| <input type="checkbox"/>            | Informational     |       |       |
| <input type="checkbox"/>            | Ordinance         |       |       |
| <input type="checkbox"/>            | Resolution        |       |       |
| <input type="checkbox"/>            | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

### ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 1-phase transformer as shown on the attached bid tabulation in the amount of \$247,490. Items will be ordered on a 'as needed' basis.

### COST TO CITY:

Cost of this Request: \$247,490

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



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## **M E M O R A N D U M**

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**DATE:** June 28, 2016

**TO:** **City Council, Mayor McCaslin**

**FROM:** Travis Matlock, Engineer Director

**RE:** **1-ph. transformer bid award #16-13**

The City of Bentonville recommends awarding the bids for electric material in the total amount \$247,490. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$176,580.00  
Techline in the amount of \$70,910.00

This award is for six months, July-December 2016. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

| Single Phase Padmount Transformers                                                                                                                                                            |                         |               |                 |                 |                 |                         |                 |                       |                 |                 |                 |                    |                 |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------|-----------------|-----------------|-----------------|-------------------------|-----------------|-----------------------|-----------------|-----------------|-----------------|--------------------|-----------------|--|
| Line                                                                                                                                                                                          | Transformer Description | AECI<br>ERMCO |                 | WESCO<br>Howard |                 | Anast<br>Central Molony |                 | Iby<br>Central Molony |                 | Techline<br>ABB |                 | Techline<br>Howard |                 |  |
|                                                                                                                                                                                               |                         | Bid Price     | Evaluated Price | Bid Price       | Evaluated Price | Bid Price               | Evaluated Price | Bid Price             | Evaluated Price | Bid Price       | Evaluated Price | Bid Price          | Evaluated Price |  |
| 1                                                                                                                                                                                             | 15KVA                   | \$ 1,113.00   | \$ 1,621.00     | \$ 1,056.00     | \$ 1,534.00     | \$ 1,135.00             | \$ 1,597.00     | \$ 1,107.00           | \$ 1,659.00     | \$ 1,520.00     | \$ 2,144.00     | \$ 1,035.00        | \$ 1,513.00     |  |
| 2                                                                                                                                                                                             | 25KVA                   | \$ 1,325.00   | \$ 2,345.00     | \$ 1,335.00     | \$ 2,337.00     | \$ 1,520.00             | \$ 2,319.00     | \$ 1,484.00           | \$ 2,262.00     | \$ 1,651.00     | \$ 2,553.00     | \$ 1,281.00        | \$ 2,283.00     |  |
| 3                                                                                                                                                                                             | 50KVA                   | \$ 1,601.00   | \$ 3,955.00     | \$ 1,630.00     | \$ 3,330.00     | \$ 1,631.00             | \$ 3,239.00     | \$ 1,786.00           | \$ 3,184.00     | \$ 1,918.00     | \$ 3,404.00     | \$ 1,552.00        | \$ 3,282.00     |  |
| 4                                                                                                                                                                                             | 75KVA                   | \$ 2,103.00   | \$ 4,489.00     | \$ 2,101.00     | \$ 4,443.00     | \$ 2,401.00             | \$ 4,155.00     | \$ 2,342.00           | \$ 4,056.00     | \$ 2,030.00     | \$ 4,216.00     | \$ 2,016.00        | \$ 4,358.00     |  |
| 5                                                                                                                                                                                             | 100KVA                  | \$ 2,492.00   | \$ 5,390.00     | \$ 2,548.00     | \$ 5,412.00     | \$ 2,834.00             | \$ 5,206.00     | \$ 2,662.00           | \$ 5,134.00     | \$ 2,651.00     | \$ 5,263.00     | \$ 2,459.00        | \$ 5,323.00     |  |
| 6                                                                                                                                                                                             | 167KVA                  | \$ 3,541.00   | \$ 8,133.00     | \$ 3,028.00     | \$ 7,594.00     | \$ 3,174.00             | \$ 7,968.00     | \$ 3,095.00           | \$ 7,909.00     | \$ 3,440.00     | \$ 7,242.00     | \$ 2,938.00        | \$ 7,484.00     |  |
| 7                                                                                                                                                                                             | 250KVA                  | \$ 5,414.00   | \$ 11,454.00    | \$ 4,447.00     | \$ 10,741.00    | \$ -                    | \$ -            | \$ -                  | \$ -            | \$ 5,564.00     | \$ 11,596.00    | \$ 4,360.00        | \$ 10,654.00    |  |
| Notes:                                                                                                                                                                                        |                         |               |                 |                 |                 |                         |                 |                       |                 |                 |                 |                    |                 |  |
| If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications. Any equipment received that does not meet spec will be returned at cost of supplier. |                         |               |                 |                 |                 |                         |                 |                       |                 |                 |                 |                    |                 |  |
| Recommended Low Bidder for Items 1 & 7: Techline Howard                                                                                                                                       |                         |               |                 |                 |                 |                         |                 |                       |                 |                 |                 |                    |                 |  |
| Recommended Low Bidder for Items 2 & 3: Iby central Central Molony                                                                                                                            |                         |               |                 |                 |                 |                         |                 |                       |                 |                 |                 |                    |                 |  |
| Recommended Low Bidder for Item 4: Techline ABB                                                                                                                                               |                         |               |                 |                 |                 |                         |                 |                       |                 |                 |                 |                    |                 |  |



| CHECK ALL THAT APPLY                |                   |       |       |
|-------------------------------------|-------------------|-------|-------|
| <input checked="" type="checkbox"/> | Bid Award         | Bid # | 16-12 |
| <input type="checkbox"/>            | Budget Adjustment |       |       |
| <input type="checkbox"/>            | Change Order      |       |       |
| <input type="checkbox"/>            | Informational     |       |       |
| <input type="checkbox"/>            | Ordinance         |       |       |
| <input type="checkbox"/>            | Resolution        |       |       |
| <input type="checkbox"/>            | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

### ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$233,773.00. Items will be ordered on a 'as needed' basis.

### COST TO CITY:

Cost of this Request: \$233,773

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



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## MEMORANDUM

---

**DATE:** June 28, 2016

**TO:** City Council, Mayor McCaslin

**FROM:** Travis Matlock, Engineer Director

**RE:** 3-ph. transformer bid award #16-12

The City of Bentonville recommends awarding the bids for electric material in the total amount \$233,773.00. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$62,503.00  
Techline in the amount of \$171,270.00

This award is for six months, July-December 2016. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.





| CHECK ALL THAT APPLY |                   |       |       |
|----------------------|-------------------|-------|-------|
| x                    | Bid Award         | Bid # | 16-14 |
|                      | Budget Adjustment |       |       |
|                      | Change Order      |       |       |
|                      | Informational     |       |       |
|                      | Ordinance         |       |       |
|                      | Resolution        |       |       |
|                      | Other             |       |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

#### ACTION REQUIRED:

Recommend Mayor and City Council award the 6-month blanket bid for double bushing pole mount transformer as shown on the attached bid tabulation in the amount of \$164,745.00. Items will be ordered on a 'as needed' basis.

#### COST TO CITY:

Cost of this Request: \$164,745

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



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## MEMORANDUM

---

**DATE:** June 28, 2016

**TO:** City Council, Mayor McCaslin

**FROM:** Travis Matlock, Engineer Director

**RE:** Double Bushing Pole Mount transformer bid  
award #16-14

The City of Bentonville recommends awarding the bids for electric material in the total amount \$164,745. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$69,672.00  
Techline in the amount of \$95,073.00

This award is for six months, July-December 2016. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

| Bid Tabulation<br>Formal Bid # 16-14<br>Eight Phase Pole Mount Transformer |                         |             |                 |             |                 |             |                 |                 |                 |             |                 |              |                 |                 |                 |
|----------------------------------------------------------------------------|-------------------------|-------------|-----------------|-------------|-----------------|-------------|-----------------|-----------------|-----------------|-------------|-----------------|--------------|-----------------|-----------------|-----------------|
| Line                                                                       | Transformer Description | AECI        |                 | WESCO       |                 | Anixter     |                 | Central Moloney |                 | idv         |                 | Techline ABB |                 | Techline Howard |                 |
|                                                                            |                         | Bid Price   | Evaluated Price | Bid Price   | Evaluated Price | Bid Price   | Evaluated Price | Bid Price       | Evaluated Price | Bid Price   | Evaluated Price | Bid Price    | Evaluated Price | Bid Price       | Evaluated Price |
| 1                                                                          | 10KVA 120/240V          | \$ 688.00   | \$ 1,113.00     | \$ 569.00   | \$ 1,113.00     | \$ 785.00   | \$ 1,307.00     | \$ 767.00       | \$ 1,289.00     | \$ 683.00   | \$ 1,223.00     | \$ 683.00    | \$ 1,223.00     | \$ 565.45       | \$ 1,039.45     |
| 2                                                                          | 15KVA 120/240V          | \$ 839.00   | \$ 1,373.00     | \$ 681.00   | \$ 1,373.00     | \$ 845.00   | \$ 1,365.00     | \$ 826.00       | \$ 1,464.00     | \$ 724.00   | \$ 1,464.00     | \$ 724.00    | \$ 1,464.00     | \$ 665.00       | \$ 1,357.00     |
| 3                                                                          | 15KVA 277/480V          | \$ 843.00   | \$ 1,399.00     | \$ 685.00   | \$ 1,399.00     | \$ 815.00   | \$ 1,512.00     | \$ 798.00       | \$ 1,464.00     | \$ 724.00   | \$ 1,464.00     | \$ 724.00    | \$ 1,464.00     | \$ 668.00       | \$ 1,352.00     |
| 4                                                                          | 25KVA 120/240V          | \$ 811.00   | \$ 1,894.00     | \$ 872.00   | \$ 1,894.00     | \$ 1,042.00 | \$ 1,956.00     | \$ 1,070.00     | \$ 2,043.00     | \$ 1,070.00 | \$ 1,894.00     | \$ 862.00    | \$ 1,894.00     | \$ 853.00       | \$ 1,875.00     |
| 5                                                                          | 25KVA 240/480V          | \$ 874.00   | \$ 1,978.00     | \$ 932.00   | \$ 1,978.00     | \$ 1,095.00 | \$ 2,043.00     | \$ 1,070.00     | \$ 2,043.00     | \$ 1,070.00 | \$ 1,978.00     | \$ 862.00    | \$ 1,978.00     | \$ 853.00       | \$ 1,875.00     |
| 6                                                                          | 30KVA 120/240V          | \$ 934.00   | \$ 2,547.00     | \$ 1,125.00 | \$ 2,547.00     | \$ 1,275.00 | \$ 2,547.00     | \$ 1,275.00     | \$ 2,547.00     | \$ 1,275.00 | \$ 2,547.00     | \$ 1,275.00  | \$ 2,547.00     | \$ 1,185.00     | \$ 2,411.00     |
| 7                                                                          | 30KVA 277/480V          | \$ 934.00   | \$ 2,547.00     | \$ 1,125.00 | \$ 2,547.00     | \$ 1,275.00 | \$ 2,547.00     | \$ 1,275.00     | \$ 2,547.00     | \$ 1,275.00 | \$ 2,547.00     | \$ 1,275.00  | \$ 2,547.00     | \$ 1,185.00     | \$ 2,411.00     |
| 8                                                                          | 50KVA 120/240V          | \$ 1,351.00 | \$ 3,035.00     | \$ 1,212.00 | \$ 3,035.00     | \$ 1,333.00 | \$ 3,035.00     | \$ 1,301.00     | \$ 3,035.00     | \$ 1,301.00 | \$ 3,035.00     | \$ 1,275.00  | \$ 3,035.00     | \$ 1,185.00     | \$ 3,035.00     |
| 9                                                                          | 50KVA 277/480V          | \$ 1,351.00 | \$ 3,035.00     | \$ 1,212.00 | \$ 3,035.00     | \$ 1,333.00 | \$ 3,035.00     | \$ 1,301.00     | \$ 3,035.00     | \$ 1,301.00 | \$ 3,035.00     | \$ 1,275.00  | \$ 3,035.00     | \$ 1,185.00     | \$ 3,035.00     |
| 10                                                                         | 75KVA 120/240V          | \$ 1,752.00 | \$ 4,138.00     | \$ 1,752.00 | \$ 4,138.00     | \$ 1,845.00 | \$ 4,086.00     | \$ 1,606.00     | \$ 4,086.00     | \$ 1,606.00 | \$ 4,086.00     | \$ 1,575.00  | \$ 4,086.00     | \$ 1,700.00     | \$ 4,086.00     |
| 11                                                                         | 75KVA 277/480V          | \$ 1,752.00 | \$ 4,138.00     | \$ 1,752.00 | \$ 4,138.00     | \$ 1,845.00 | \$ 4,086.00     | \$ 1,606.00     | \$ 4,086.00     | \$ 1,606.00 | \$ 4,086.00     | \$ 1,575.00  | \$ 4,086.00     | \$ 1,700.00     | \$ 4,086.00     |
| 12                                                                         | 100KVA 120/240V         | \$ 2,353.00 | \$ 5,385.00     | \$ 2,353.00 | \$ 5,385.00     | \$ 2,095.00 | \$ 5,091.00     | \$ 2,044.00     | \$ 5,091.00     | \$ 2,044.00 | \$ 5,091.00     | \$ 2,110.00  | \$ 5,091.00     | \$ 2,268.00     | \$ 5,300.00     |
| 13                                                                         | 100KVA 277/480V         | \$ 2,353.00 | \$ 5,385.00     | \$ 2,353.00 | \$ 5,385.00     | \$ 2,095.00 | \$ 5,091.00     | \$ 2,044.00     | \$ 5,091.00     | \$ 2,044.00 | \$ 5,091.00     | \$ 2,110.00  | \$ 5,091.00     | \$ 2,268.00     | \$ 5,300.00     |
| 14                                                                         | 150KVA 120/240V         | \$ 3,495.00 | \$ 8,161.00     | \$ 3,495.00 | \$ 8,161.00     | \$ 3,164.00 | \$ 7,744.00     | \$ 3,110.00     | \$ 7,744.00     | \$ 3,110.00 | \$ 7,744.00     | \$ 3,110.00  | \$ 7,744.00     | \$ 3,264.00     | \$ 7,744.00     |
| 15                                                                         | 150KVA 277/480V         | \$ 3,495.00 | \$ 8,161.00     | \$ 3,495.00 | \$ 8,161.00     | \$ 3,164.00 | \$ 7,744.00     | \$ 3,110.00     | \$ 7,744.00     | \$ 3,110.00 | \$ 7,744.00     | \$ 3,110.00  | \$ 7,744.00     | \$ 3,264.00     | \$ 7,744.00     |
| 16                                                                         | 250KVA 120/240V         | \$ 4,423.00 | \$ 10,267.00    | \$ 4,235.00 | \$ 10,267.00    | \$ 5,331.00 | \$ 10,076.00    | \$ 5,198.00     | \$ 10,076.00    | \$ 5,198.00 | \$ 10,076.00    | \$ 5,379.00  | \$ 10,076.00    | \$ 4,055.00     | \$ 10,117.00    |

Notes:  
 1. All equipment was listed on bid form. BEID assumes that units supplied will meet all specifications. Any equipment received that does not meet spec will be returned at cost of supplier.  
 2. AECI took exception to the fact that the units were not listed.  
 3. Recommended low bidder for items 1-4 to Techline / Howard  
 4. Recommended low bidder for items 5-7 to Techline / ABB  
 5. Recommended low bidder for items 8-16 to idv / Central Moloney



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

## AGENDA FORM

CITY COUNCIL MEETING OF:

June 28, 2016

Submitted by:

Ben Peters

Department

Engineering

Phone

271-5993

### ACTION REQUIRED:

Council approval of a Resolution to authorize the Mayor and City Clerk to release 0.9 acres of land at the Bentonville Municipal Airport from FAA obligations.

### 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



# Memo



**To:** City Council, Mayor McCaslin

**From:** Ben Peters

**CC:**

**Date:** June 20, 2016

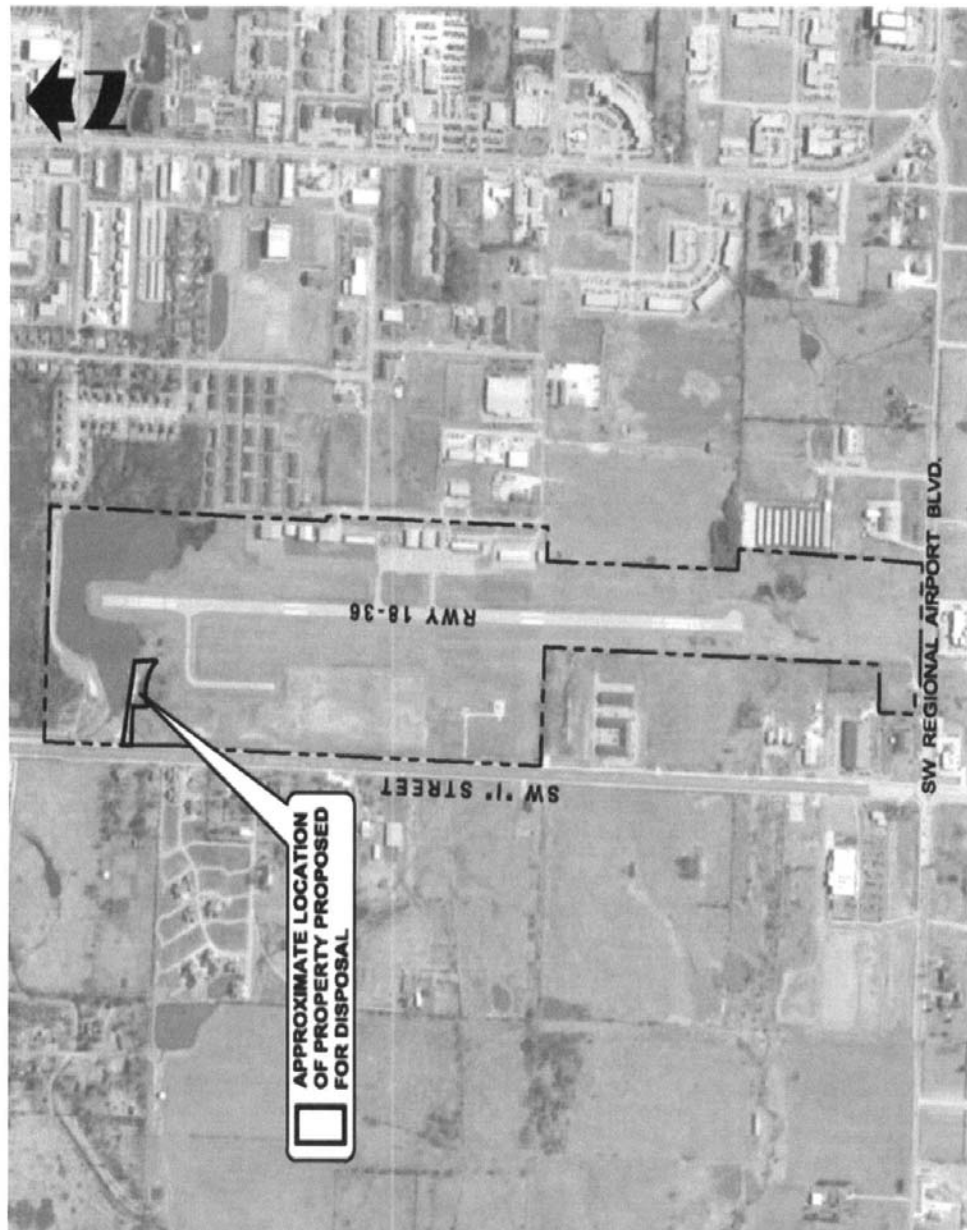
**Re:** Airport Land Release

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An offer to purchase 0.9 acres of real estate from the Bentonville Municipal Airport has been received from Lonesome Tree LLC. Details of the offer are spelled out in the offer letter. The offer is extremely generous to the Airport as the sale of 0.9 acres results in the donation of approximately 7 acres necessary to construct a West Parallel Taxiway.

The Airport property is bound by grant obligations by the FAA. Any sale of property must first be granted a release of obligation. The sponsor must request such a release in writing.

Staff recommends approval of the authorization to request the release of grant obligations.



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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE 0.9 ACRES OF LAND FROM FAA OBLIGATION AT THE BENTONVILLE MUNICIPAL AIRPORT.**

**Whereas:** the City of Bentonville acquired the land in 1945,

**Whereas:** the City received an offer from Lonesome Tree, LLC for the 0.9 acres owned by the City of Bentonville (map attached),

**Whereas:** the land will be released from FAA AIP Program,

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

**Section 1:** That the Mayor and City Clerk be and are hereby authorized to release the 0.9 acres at the Bentonville Municipal Airport.

**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 \_\_\_\_\_, 2016.**

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 28, 2016

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

### ACTION REQUIRED:

Request that the City Council declare certain items as being surplus, namely nine (9) firearms (rifles and shotguns) that were donated by Walmart Stores Inc. on, or about February 24, 2016. See attached list. These firearms appear as new but have not been confirmed as such. Upon being declared surplus the above mentioned weapons can be traded in for a \$2,595.00 credit to a vendor (Class 3 firearms dealer) with which the city currently does business, Phoenix Distributors. The credit can be used to purchase four (4) Colt LE M4 .223/5.56 rifles with a minimal balance due to the city. See attached proposal. This trade in will provide for both a responsible disposition of these donated weapons and an overall cost savings to the city.

### 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





## POLICE DEPARTMENT

908 SE 14<sup>TH</sup> STREET  
BENTONVILLE, AR 72712  
479-271-3180 FAX 479-271-3187  
[mike.smith@bentonville.arkansas.gov](mailto:mike.smith@bentonville.arkansas.gov)

February 24, 2016

The Bentonville Police Department wishes to take ownership of the below listed firearms. These firearms are for departmental use only. They will be utilized by the Bentonville Police Department for official use only. The transfer of these firearms once completed on February 24, 2016, will become sole ownership of the Bentonville Police Department.

Below is a list of the items we would like to donate.

| Brand     | Model      | Serial #   | Caliber   | Sticker # |
|-----------|------------|------------|-----------|-----------|
| Sig Sauer | Sig M400   | 20J014403  | 5.56 NATO | 137       |
| Sig Sauer | Sig M400   | 20C006801  | 5.56 NATO | 104       |
| Sig Sauer | Sig 522    | XA030403   | 22 LR     | 102       |
| Mossberg  | Model 930  | AF032083   | 12 Ga     | 88        |
| Mossberg  | Model 715T | EKK3303416 | 22 LR     | 98        |
| Remington | 700        | UR37086G   | 308 WIN   | 215       |
| Mossberg  | 500        | 4555830    | 12 Ga     | 815       |
| Mossberg  | 88         | MV69454V   | 12 Ga     | 136       |

Michael A. Smith /





## Phoenix Distributors



145A Philmont Ave  
Feasterville PA, 19053  
(215) 953-8602 (215) 953-8603  
Fax: (215) 953-1492

### Proposal

Date: 6/16/2016

Proposal Submitted to:  
Bentonville Police Department

Phone # 479-271-3173 Fax # 479-271-3187

Address:

908 SE 14<sup>th</sup> Street Bentonville, AR. 72712

Attn: Sgt. Ray Shastid [ray.shastid@bentonville.arkansas.gov](mailto:ray.shastid@bentonville.arkansas.gov)

Lt. Robert Burkhardt [Robert.Burkhart@bentonville.arkansas.gov](mailto:Robert.Burkhart@bentonville.arkansas.gov)

#### Price Quote:

4-Colt LE M4 .223/5.56 Rifle. 16.1" Step Cut Barrel, Semi/Safe Only, Adjustable Collapsible Stock, Magpul A2 Flip Up Rear Sights W/1-30rd Magpul Magazine. Model LE6920.  
Cost Per Unit \$740.00 Delivered. Total \$2,960.00

#### Trade Quote:

For the list of 9 Rifles & Shotguns NIB firearms sent to un on this day 6/10/2016 by Sgt. Ray Shastid Phoenix Distributors will offer a credit of 2,595.00 toward the purchase of the 3 new Colt rifles listed Above. Any questions about this price quote please contact Glen McLelland sales manager.

We propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:  
Payment made as follows:

**NET 30 DAYS**

**Dollars \$365.00 Balance Due After Trade.**

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owner to carry fire, tornado and or other necessary Insurance. Our workers are fully covered by workman's compensation insurance.

Signature \_\_\_\_\_

Authorized Signature 

Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted within 30 Days.

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

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

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

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

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

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2016.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



## **BENTONVILLE CITY COUNCIL AGENDA**

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

**Tuesday, June 28, 2016 6:00 p.m.  
305 SW "A" Street**

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

**Tuesday, June 28, 2016 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 14, 2016  
Swear in Police Officers: Mitch Brown, Danny Henry & Miguel Medina-Bravo**

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### **AGENDA**

1. Planning:
  - 1a. **Lot Split-Newell Development, Lot 21, 22 & 23, Block 6 Clark's 2<sup>nd</sup> Addition, 305 Southwest 'D' Street, RC-2, Central Residential-Moderate Density.**

**The planning commission voted 5-0 recommending approval.**

The applicant has submitted a lot split for property located at 305 Southwest 'D' Street that resides in the R-C2, Central Residential – Moderate Density zoning district. The plat as provided by the applicant indicates three new lots being created from two existing lots. The new lots will be known as Lot 21 (0.11 acres), Lot 22 (0.11 acres) and Lot 23 (0.23 acres), Block 6 of Clark's 2<sup>nd</sup> Addition. The plat shows the dedication of additional right-of-way along Southwest 'D' Street per the current master street plan. Public utilities are available to the new lots.

- 1b. **Rezoning-Stephanie & Jamal Parker, Rezoning from A-1, Agricultural to R-2, Duplex & Patio Home Residential, 1111 Southwest Parnell Drive.**

**The planning commission voted 5-0 recommending approval.**

The applicants have requested a rezoning from A-1, to R-2 in order to match the surrounding properties. The current location has an existing Single Family home. This property was annexed into the city with an A-1 zoning classification.

- 1c. **Final Plat- Rolling Acres Properties, LLC, Rolling Acres Phase 2 Subdivision, Southwest Shell Road & Southwest Airport Boulevard, Zoned R-1, Single Family Residential.**

**The planning commission voted 5-0 recommending approval.**

Rolling Acres Phase 2 Subdivision consists 20.40 acres and 54 buildable lots. The property exists in a developing residential area in the southwest section of the city with two access points, one from Southwest Regional Airport Boulevard and the other from Southwest Shell Road. All lots will have adequate access onto a public street. Regional detention is being provided to address runoff from the subdivision. Lots within this subdivision range from 0.16 acres to 0.54 acres. A traffic calming device has been installed along Southwest Wheatgrass Boulevard, Southwest Acres Avenue and Southwest Bermuda Avenue. A 5 feet wide sidewalk was constructed along Southwest Shell Road and a portion of 5' wide sidewalk was constructed along Southwest Regional Airport Boulevard with the development. Right-of-way was dedicated for street to serve the subdivision and additional right-of-way was dedicated along Southwest Shell Road per the current Master Street Plan. Utility easements were dedicated in various locations to serve each lot. All non-bondable items have been completed and a grading permit has been tentatively approved by the city engineer from the dirt stock pile remaining on Lot 54.

- 1d. **2015 Community Development Block Grant (CDBG) Action Plan Amendment.**

2. Public hearing regarding condemnation of homes located at 1405 Crescent St. (parcel #01-08510-000), 1407 Crescent St. (parcel #01-08511-000) and 1409 Crescent St. (parcel #01-08512-000).
3. City Council approval of a budget adjustment, in the amount of \$150,000.00 to recognize a grant from the Walton Family Foundation and create the project for the Razorback Greenway Tree Planting Project.
4. City Council approval of a bid waiver in the amount of \$109,780.00 to Select Trees of Athens, GA for a tree planting project on the Razorback Greenway.
5. City Council approval of a budget adjustment in the amount of \$63,000.00 to recognize a grant from the Walton Family Foundation for the purchase and installation of new fitness equipment along the North Bentonville Trail/ Razorback Greenway.
6. Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Ozark Tennis Academy for the Facility Professional at Memorial Park Tennis Complex.

7. City Council approval of a final reconciliation change order in the amount of \$979.42 for the Citizens Park Restrooms.
8. City Council approval of a budget adjustment in the amount of \$200,000.00 to recognize a grant from the Walton Family Foundation for Parks and Recreation to begin the process of adopting a new 10 Year Master Plan for the department.
9. Staff recommends Council approval of a Resolution authorizing the Mayor and Public Works Director to execute a Utility Relocation Agreement for the relocation of water and sanitary sewer utilities associated with the 8th Street Improvement Project (AHTD Project No. 090218). Since this project includes Federal funding, it will be overseen by the Arkansas State Highway and Transportation Department. Therefore, this agreement is required and will govern the reimbursement eligibility.
10. Staff requests City Council approve a budget adjustment in the amount of \$100,900.00 for additional costs associated with construction improvements at McKissic Creek Lift Station. Five construction bids were submitted. The low bid was \$393,000.00 submitted by Crossland Heavy. The estimate received when preparing the 2016 budget was \$332,000.00, which included \$39,900.00 for engineering fees.
11. Staff requests City Council approval of bid award # 16-18, to Crow Paving of Morrilton, AR in an amount not to exceed \$138,850.00 for removal and replacement of damaged concrete in the wastewater plant clarifier floor. This is a 2016 budgeted item.
12. Recommend the Mayor and City Council award the street light installation bid to Bill's Electric Inc. for a 1-yr period. Price breakdown is attached.
13. 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 \$269,787.34. Items will be ordered on an 'as needed' basis.
14. 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 \$470,648.68. Items will be ordered on an 'as needed' basis.
15. Recommend Mayor and City Council award the 6-month blanket bid for 1-phase transformer as shown on the attached bid tabulation in the amount of \$247,490.00. Items will be ordered on an 'as needed' basis.
16. Recommend Mayor and City Council award the 6-month blanket bid for 3-phase transformer as shown on the attached bid tabulation in the amount of \$233,773.00. Items will be ordered on an 'as needed' basis.
17. Recommend Mayor and City Council award the 6-month blanket bid for double bushing pole mount transformer as shown on the attached bid tabulation in the amount of \$164,745.00. Items will be ordered on an 'as needed' basis.

18. Council approval of a Resolution to authorize the Mayor and City Clerk to release 0.9 acres of land at the Bentonville Municipal Airport from FFA obligations.
19. Request that the City Council declare certain items as being surplus, namely nine (9) firearms (rifles and shotguns) that were donated by Walmart Stores Inc. on, or about February 24, 2016. See attached list. These firearms appear as new but have not been confirmed as such. Upon being declared surplus the above mentioned weapons can be traded in for a \$2,595.00 credit to a vendor (Class 3 firearms dealer) with which the city currently does business, Phoenix Distributors. The credit can be used to purchase four (4) Colt LE M4 .223/5.59 rifles with a minimal balance due to the city. See attached proposal. This trade in will provide for both a responsible disposition of these donated weapons and an overall cost savings to the city.