

1. Agenda

Documents:

[MARCH 28, 2017 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[MARCH 28, 2017 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, March 28, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, March 28, 2017 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: March 14, 2017**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lot 4 Neal's Center Subdivision, Richard & Catherine Grubbs, 220, 226, & 230 North Walton Boulevard, C-2, General Commercial.**

(Pages 6-9)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one lot from three parcels. The new lot will be known as Lot 4 (1.54 acres) of Neal's Center Subdivision. A public utility easement will be dedicated with the plat and the new lot will have access to public utilities and a public street.

- 1b. **Property Line Adjustment: Lot 1 Groundhog Addition, North Arkansas Wholesale Co Inc., Southeast 'C' Street & Southeast 10th Street, A-1, Agricultural.**

(Pages 10-13)

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment creating one lot from three parcels. The new lot will be known as Lot 1 (14.18 acres) of Groundhog

Addition. Per the current Master Street Plan requirements, right-of-way is being dedicated along SW C Street. Two public utility easements are also being dedicated with the plat. The new lot will have access to public utilities and a public street.

- 1c. **Rezoning: Lamplighter Restorations, LLC, 206 Southeast 6th Street, From R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential.**

(Pages 14-17)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The DN-4, Downtown Mixed-Use Residential district is an appropriate zoning district for this designation.

- 1d. **Rezoning: Joseph Kupillas, 3700 East Central Avenue, From R-1, Single Family Residential to R-O, Residential Office.**

(Pages 18-21)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Office (O). The R-O, Residential Office district is an appropriate zoning district for this designation.

- 1e. **Rezoning: Kensington Square, LLC, 3702 East Central Avenue, From R-O, Residential Office to R-1, Single Family Residential.**

(Pages 22-26)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation.

2. Public hearing and ordinance vacating a Utility Easement located at 2411 NW Rita Way in Hidden Springs Subdivision PH1 to the City of Bentonville, Arkansas, Benton County, Arkansas. (Pages 27-31)

3. An ordinance authorizing the Mayor and the City Council to enter into a contract with NovaTech for (1) Remote Terminal Units for Bentonville's Substation "E" in the amount of \$33,467.50 plus tax. This equipment is "single source" and matches the Remote Terminal Units at all existing Substations. All the Remote Terminal Units work with our existing central master station. This is a 2017 budgeted item. (Pages 32-39)

4. An ordinance authorizing the Mayor and City Council to enter into a contract with DBA AZZ Switchgear Systems to provide Substation Relay Panels for Substation "E" to the City of Bentonville Electric Department in the amount of \$80,155.00 and waiving the requirements of competitive bidding. (Pages 40-53)

5. An ordinance authorizing the Mayor and City Council to enter into a agreement with Hooten Equipment Company to remove the existing underground fuel

storage tanks once they are abandoned in the amount of \$30,550.00. This is in conjunction with the upcoming move. **(Pages 54-63)**

6. Recommend the Mayor and City Council award the outside contractor services bid to Team Fishel. See attached bid tab for pricing. **(Pages 64-70)**
7. A resolution authorizing the Mayor and City Council to enter into an agreement with Wal-Mart to cost share the design and construction of a new substation (Substation "J") in order to serve a future expansion at the David Glass Technology Center. **(Pages 71-86)**
8. Staff recommends to the Mayor and City Council approve the change order to the materials contract with Dis-Tran in the amount of \$45,158.54. **(Pages 87-90)**
9. Request City Council approve the attached change to the City's 2017 Pay Plan to adopt "Additional Pay" (Add-Pay) for specifically identified maintenance skills that are either mandated by law or by economic necessity. The City has been struggling with recruiting candidates with these specific skills (licenses/certifications/permits/training) to fill openings and/or to encourage existing staff to acquire these licenses, certifications, permits, or training. Not having these necessary capabilities will require the City of contract with outside service providers at significantly more money than these proposed add-pays. **(Pages 91-93)**
10. Fire Department Staff recommends Council award bid # 17-07 (\$23,472.06) to Honda of Russellville to purchase a Utility Task Vehicle (UTV) to be utilized on the trail system. **(Pages 94-96)**
- 11a. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a Utility Agreement with the Arkansas State Highway Commission for preliminary engineering services associated with AHTD Project No. BB0903 Interstate 49 and Hwy 71B Interchange Improvements. **(Pages 97-123)**
- 11b. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI Engineering in an amount not to exceed \$37,700.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. BB0903 - Interstate 49 Improvements at Hwy 71B Interchange. This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy. **(Pages 124-137)**
- 11c. Staff recommends Council approval of a Budget Adjustment in the amount of \$37,700.00 to front costs for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. BB0903 - Interstate 49 Improvements at Hwy 71B Interchange. **(Pages 138-141)**
12. Award Bid No. 17-06 to ARCO Excavation and Paving, Inc. in the amount of \$3,834,483.00 for Contract Section II - 8th Street Water and Sewer Relocations (SE "D" Street to Moberly Lane) and Pedestrian Tunnels (8th Street and "J" Street Intersection). See attached memo, letter of recommendation to award bid, letter from Walton Family Foundation, and bid tabulation. Costs will be covered by funds from the 8th Street Escrow account. **(Pages 142-159)**



City Council Agenda Items
For City Council Meeting of March 29, 2017
From the March 21, 2017 Planning Commission Meeting

Property Line Adjustment: Lot 4 Neal's Center Subdivision, Richard & Catherine Grubbs, 220, 226, & 230 North Walton Boulevard, C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one lot from three parcels. The new lot will be known as Lot 4 (1.54 acres) of Neal's Center Subdivision. A public utility easement will be dedicated with the plat and the new lot will have access to public utilities and a public street.

Property Line Adjustment: Lot 1 Groundhog Addition, North Arkansas Wholesale Co Inc., Southeast 'C' Street & Southeast 10th Street, A-1, Agricultural.

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment creating one lot from three parcels. The new lot will be known as Lot 1 (14.18 acres) of Groundhog Addition. Per the current Master Street Plan requirements, right-of-way is being dedicated along SW C Street. Two public utility easements are also being dedicated with the plat. The new lot will have access to public utilities and a public street.

Rezoning: Lamplighter Restorations, LLC, 206 Southeast 6th Street, From R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The DN-4, Downtown Mixed-Use Residential district is an appropriate zoning district for this designation.

Rezoning: Joseph Kupillas, 3700 East Central Avenue, From R-1, Single Family Residential to R-O, Residential Office.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Office (O). The R-O, Residential Office district is an appropriate zoning district for this designation.

Rezoning: Kensington Square, LLC, 3702 East Central Avenue, From R-O, Residential Office to R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation.

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 4

Neal's Center Subdivision

220, 226 and

230 North Walton Boulevard

PC Date: 3/21/2017

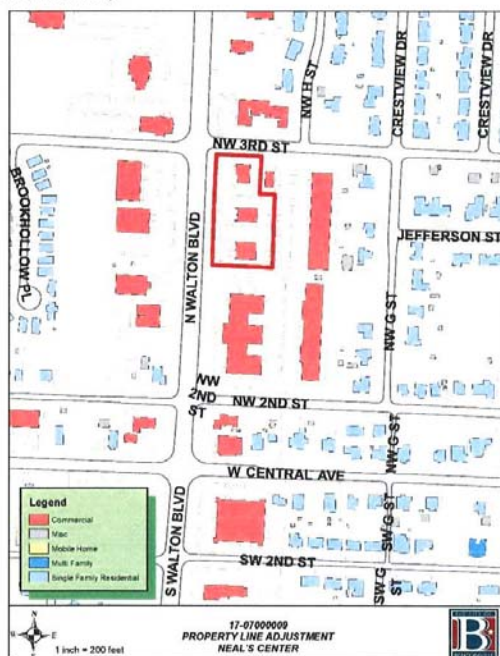
Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-07000009
Applicant / Current Owner	Richard & Catherine Grubbs 1215 NE Waverly Way Bentonville, AR 72712
Site Area	1.54 acres
Current Zoning	C-2, General Commercial
Future Land Use Map Designation	Commercial (C)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of two vacant commercial lots and one vacant commercial building along an established but redeveloping commercial corridor.

Project Details

The applicant has submitted a property line adjustment that will create one lot from three parcels. The new lot will be known as Lot 4 (1.54 acres) of Neal's Center Subdivision. A public utility easement will be dedicated with the plat and the new lot will have access to public utilities and a public street.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

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

Waivers

No waivers requested.

Standard Conditions of Approval

1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Conclusion

This property line adjustment does meet the minimum requirements of the subdivision regulations.

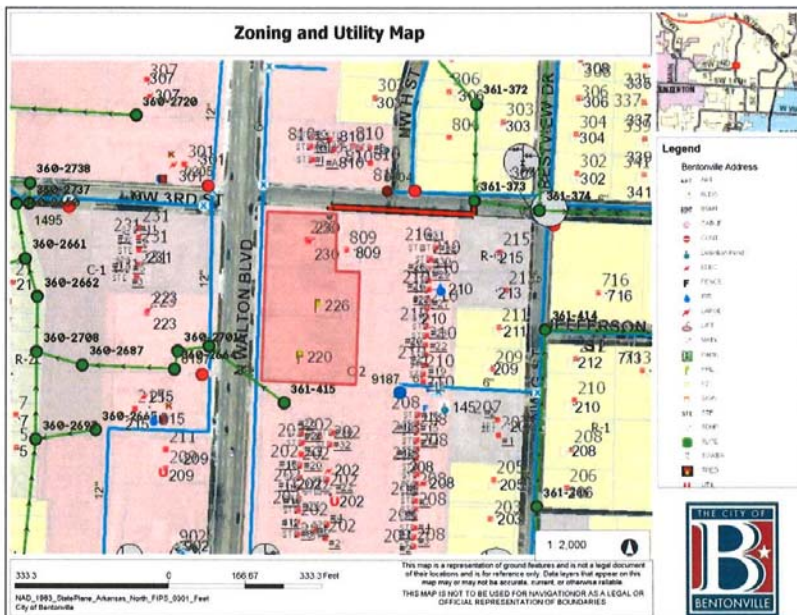
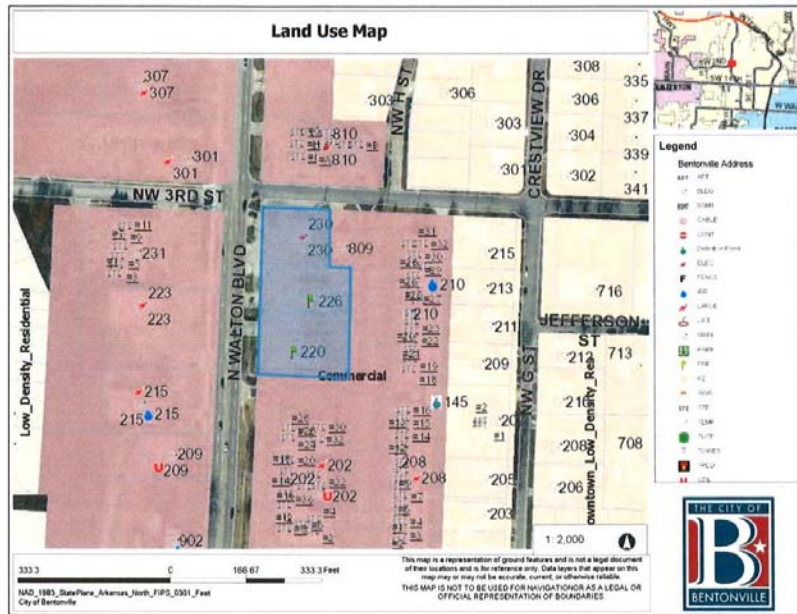
Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

NOTES

- Sidewalks. Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.

PROPERTY LINE ADJUSTMENT STAFF REPORT



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
LOT 4 NEAL'S CENTER SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 4 Neal's Center Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 21, 2017; and,

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

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

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

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

Section 1: That the property line adjustment Lot 4 Neal's Center 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lot 1 Groundhog Addition

Southeast C Street
and Southeast 10th Street

PC Date: 3/21/2017

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-07000010
Applicant / Current Owner	North Arkansas Wholesale Co Inc. PO BOX 8050 Bentonville, AR 72712
Site Area	14.18 acres
Current Zoning	A-1, Agricultural
Future Land Use Map Designation	Downtown High-Density Residential (D-HDR)

<http://geo.bentonvillear.com/mgweb/PZ/pending/>

Location Map



Property Description

The property is vacant and previously served as a parking area for the Benton County Fair when the fair was held across the street to the west. This property has public street frontage on SW C Street and serves as one of the headwaters for the drainage basin for the Little Osage Creek Tributary 2.

Project Details

The applicant has submitted a property line adjustment creating one lot from three parcels. The new lot will be known as Lot 1 (14.18 acres) of Groundhog Addition. Per the current Master Street Plan requirements, right-of-way is being dedicated along SW C Street. Two public utility easements are also being dedicated with the plat. The new lot will have access to public utilities and a public street.

Utility Infrastructure

Per the GIS website, water and sewer are available to this site.

Drainage Report

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

Waivers

No waivers requested.

Standard Conditions of Approval

1. Provide digital copy of the plat.
2. Address all technical review comments before requesting a building permit.

Conclusion

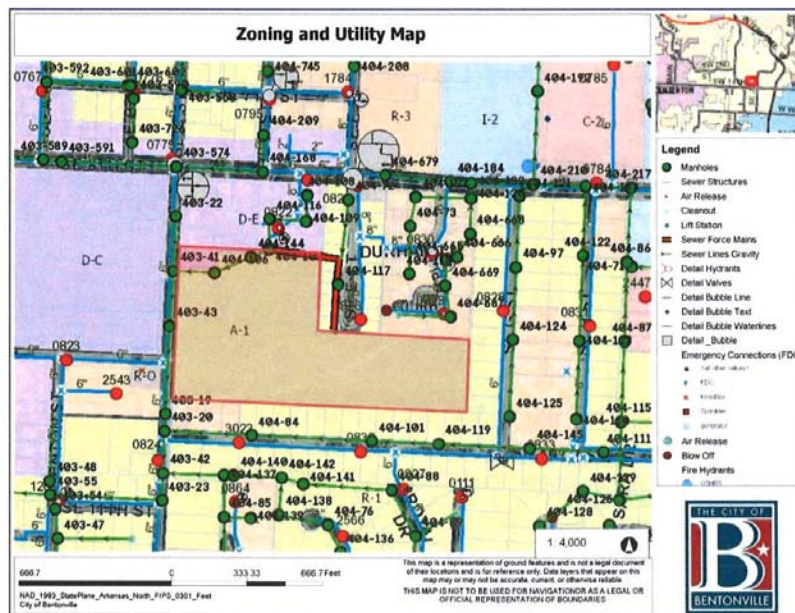
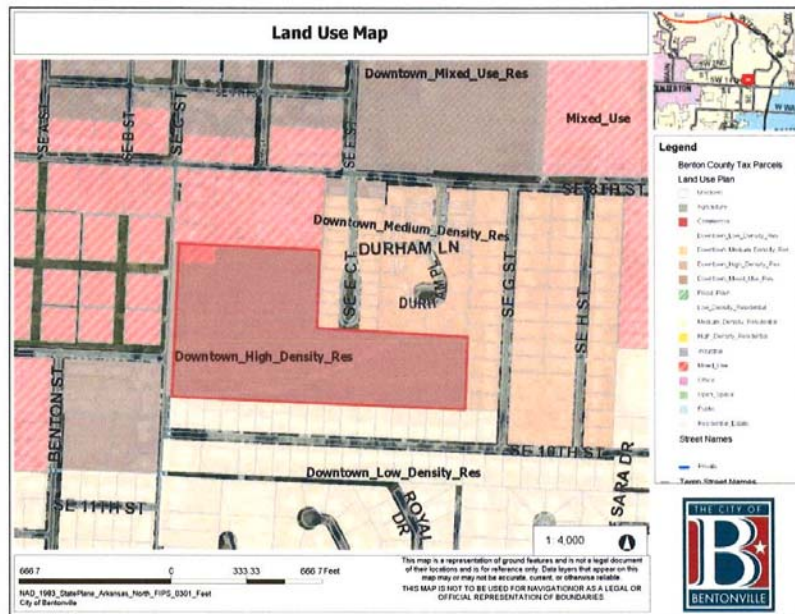
This property line adjustment does meet the minimum requirements of the subdivision regulations.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval.

NOTES

- Sidewalks. Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
LOT 1 GROUNDHOG ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS.**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment Lot 1 Groundhog Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on March 21, 2017; and,

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

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

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

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

Section 1: That the property line adjustment Lot 1 Groundhog 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



Lamplighter Restoration

206 Southeast 6th Street

PC Date: 3/21/2017

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-09000010
Applicant / Current Owner	Lamplighter Restorations, LLC 1506 NE Bluff Springs Ave Bentonville, AR 72712
Site Area	.17 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-4, Downtown Mixed-Use Residential
Future Land Use Map Designation	Downtown Mixed Use Residential (DMUR)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is the location of a single-family structure at 206 SE 6th Street. To the east is an additional single-family structure as well as to the west and south of the subject property.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area.

Utility Infrastructure

Water and sewer are available.

Relationship to the General Plan

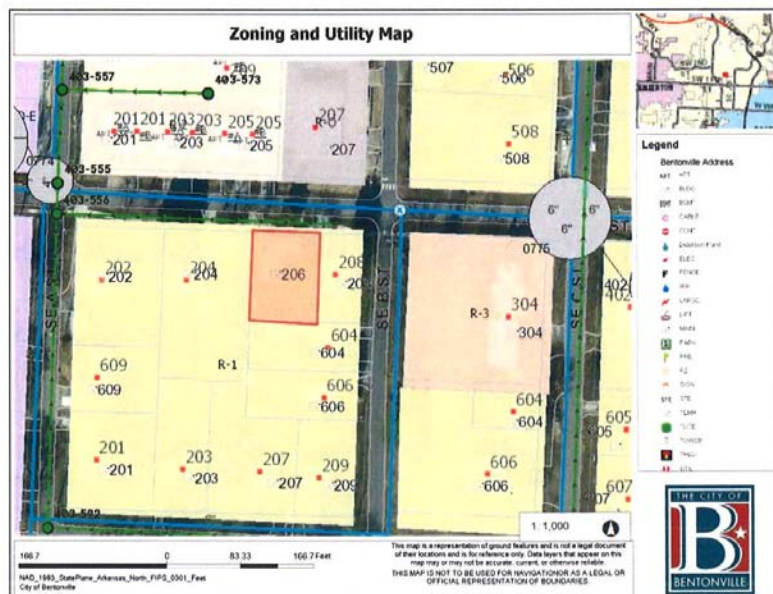
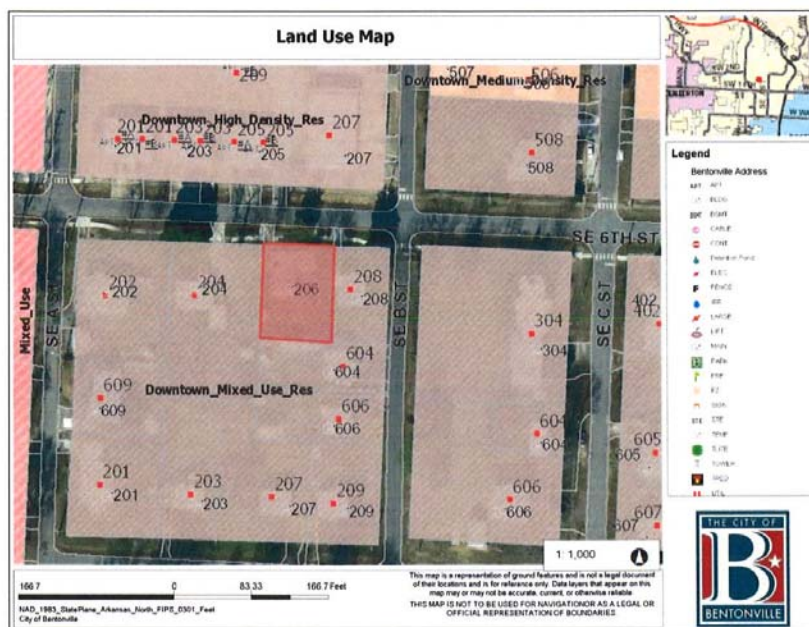
The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The DN-4, Downtown Mixed-Use Residential district is an appropriate zoning district for this designation.

Conclusion

The DN-4, Downtown Mixed-Use Residential zoning designation will allow for an increase in density through the development of multi-family housing and mixed-use structures along an urban corridor that will connect the Art District and Market Districts.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning request from R-1, Single-Family Residential to DN-4, Downtown Mixed-Use Residential.





SAND CREEK
Engineering and Landscape Architecture, Inc.

Date: February 13, 2016

Job # 17013

RE: Lamplighter
Rezone Request
206 SE 6th
Bentonville, AR. 72712

Planning,
In response to Item # 5 of the rezone application this written statement is submitted.

- Current Zoning R-3
- Proposed Zoning DN4
- The site is at 206 SE 6th Street.
- Use for property will be residential single-family attached.
- Traffic at present is light with expected increase in traffic as the use of the Kraft building is revised and open, and the Market District continues to flourish.
- No Signage is planned.
- Site is vacant at this time.
- 8" water main runs East/West in SE 6th Street , and an 8" sewer main runs across the front of the lot according to the city map.

Sincerely,

[Redacted Signature]
Ken Booth, Project Manager
Sand Creek Engineering

1610 NW 12th Street Bentonville, AR 72712 Phone: (479) 464-9282

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
R-1, SINGLE FAMILY RESIDENTIAL TO DN-4, DOWNTOWN
MIXED-USE RESIDENTIAL.**

WHEREAS, Lamplighter Restorations, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Lot 3, Polson's Subdivision, to the City of Bentonville, Benton County,

Arkansas, as shown in Plat Record "A" at Page 50.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 21, 2017 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public 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 Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential.

**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 of R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

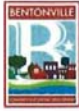
APPROVED:

MAYOR

ATTEST:

CITY CLERK

REZONING STAFF REPORT



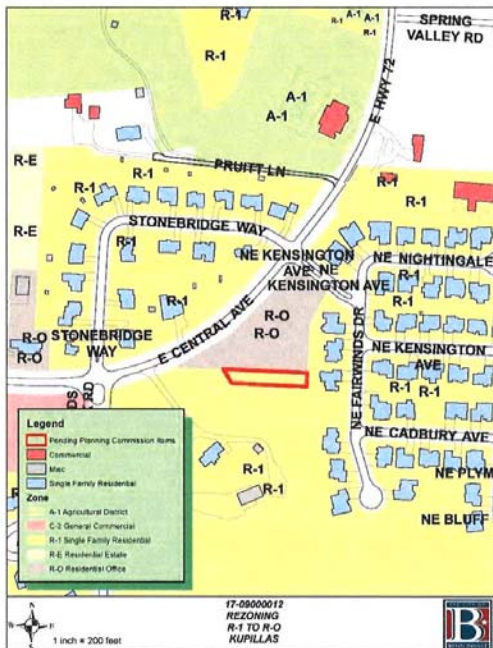
Kupillas

3700 East Central Avenue
PC Date: 3/21/2017
Recommendation: Approval
Reviewer: Jon Stanley, Planner

Project Number	17-09000012
Applicant / Current Owner	Joseph Kupillas 1506 NE Bluff Springs Ave Bentonville, AR 72712
Site Area	.028 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-O, Residential Office
Future Land Use Map Designation	Office (O)

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is currently vacant and adjacent to State Highway 72, a highly traveled arterial road.

Projected Traffic Impact

The proposed zoning designation will not adversely impact traffic in the area.

Utility Infrastructure

Water and sewer are available.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Office (O). The R-O, Residential Office district is an appropriate zoning district for this designation.

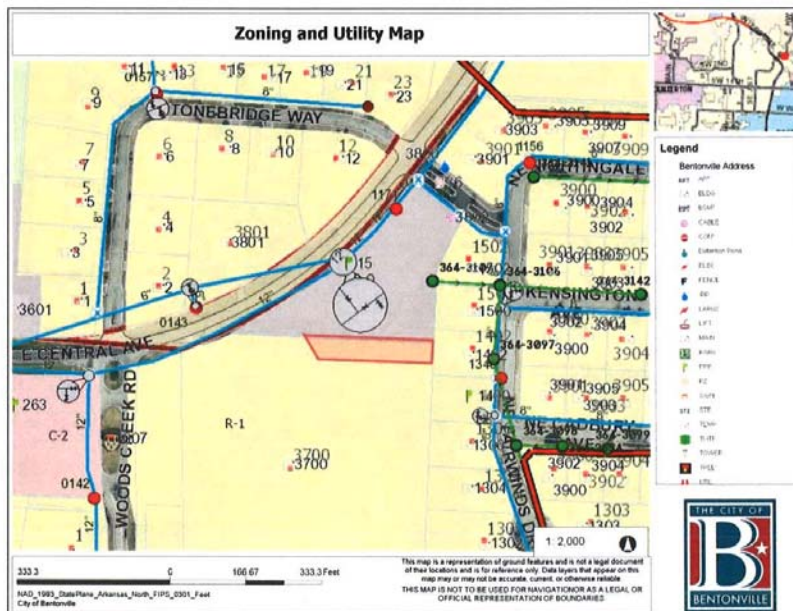
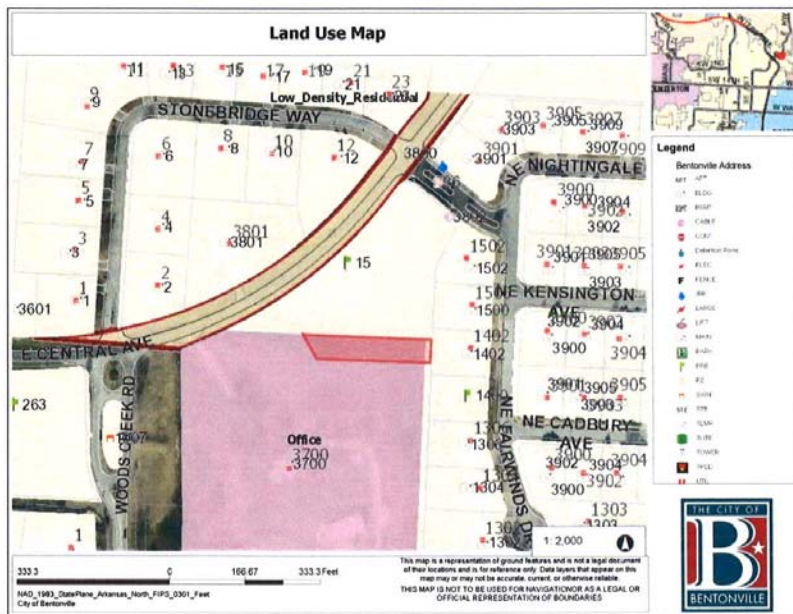
Conclusion

The R-O, Residential Office zoning designation will establish a transition area from the single-family residences to the south and east and the adjacent state highway to the north and will assist in providing local goods and services to the residences living in this area of the city.

Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning request from R-1 Single-Family Residential to R-O Residential Office.

REZONING STAFF REPORT





SAND CREEK
Engineering and Landscape Architecture, Inc.

Date: February 13, 2016

Job # 16056

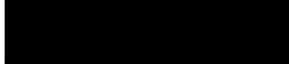
RE: **Kupillas to Kensington**
Rezone Request
3700 East Highway 72
Bentonville, AR. 72712

Planning,

In response to Item # 5 of the rezone application this written statement is submitted.

- Current Zoning R-1
- Proposed Zoning R-0
- The area is along the north line of the Kupillas property and borders the south line of the Kensington property. It will also lie East of the right-of-way of the proposed street. This property will be transferred to the north owner once a final plat is filed, the property will be owned by Kensington Square, LLC and be a part of Lots 3 and 4 of Kensington Square.
- Use will be residential office, though most of the area will be left wooded and un-disturbed.
- Traffic volume will have no bearing on this area.
- No Signage is necessary or planned.
- Site is vacant at this time.
- Sewer and water will not be needed for this area as it will be back yard to Lots 3 and 4 of proposed Kensington Square.

Signature



Ken Booth, Project Manager
Sand Creek Engineering

1610 NW 12th Street

Bentonville, AR 72712

Phone: (479) 464-9282

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF
R-1, SINGLE FAMILY RESIDENTIAL TO R-O, RESIDENTIAL
OFFICE.**

WHEREAS, Joseph Kupillas duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of R-1, Single Family Residential to R-O, Residential Office to be used in accordance with city zoning laws and state laws, which property is described as follows:

A sliver of land from the Northeast Corner of the Kupillas property, 46' south,
250' east, 54.90' northwest, 280.47' east, containing 12,209 square feet or 0.028
acres more or less.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 21, 2017 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public 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 Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to R-O, Residential Office.

**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 of R-1, Single Family Residential to R-O, Residential Office to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Kensington Square, LLC

3702 East Central Avenue

PC Date: 3/21/2017

Recommendation: Approval

Reviewer: Jon Stanley, Planner

Project Number	17-09000013
Applicant / Current Owner	Buddy Verneti 400 Saddle Brook Drive Bentonville, AR 72712
Site Area	0.039 acres
Current Zoning	R-O, Residential Office
Requested Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Low Density Residential (LDR)

Property Description

This property is vacant and located at the entrance to Kensington Subdivision. It is adjacent to State Highway 72, which carries in excess of 9,500 cars per day.

Projected Traffic Impact

The proposed zoning designation will not adversely affect traffic in the area.

Utility Infrastructure

Water and sewer are available to this site.

Relationship to the General Plan

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation.

Conclusion

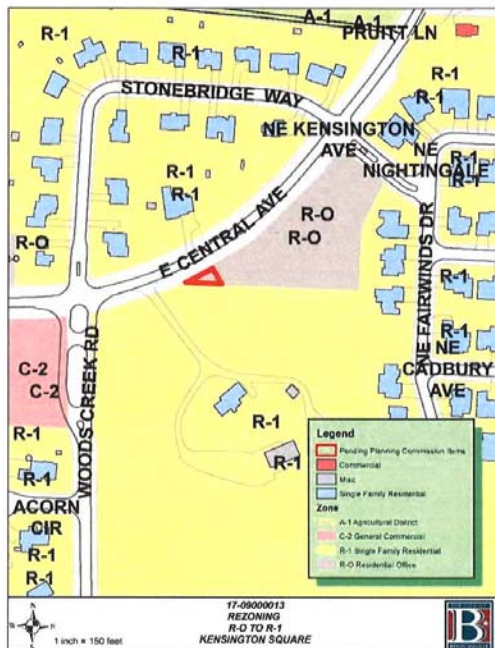
The R-1, Single Family Residential zoning designation is compatible with the surrounding land uses at this location. The property is bordered by single-family residences on three sides.

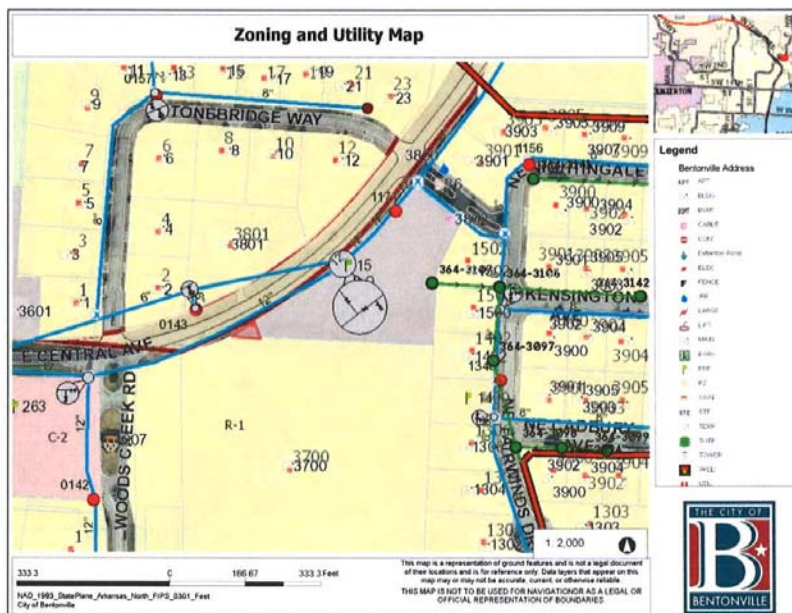
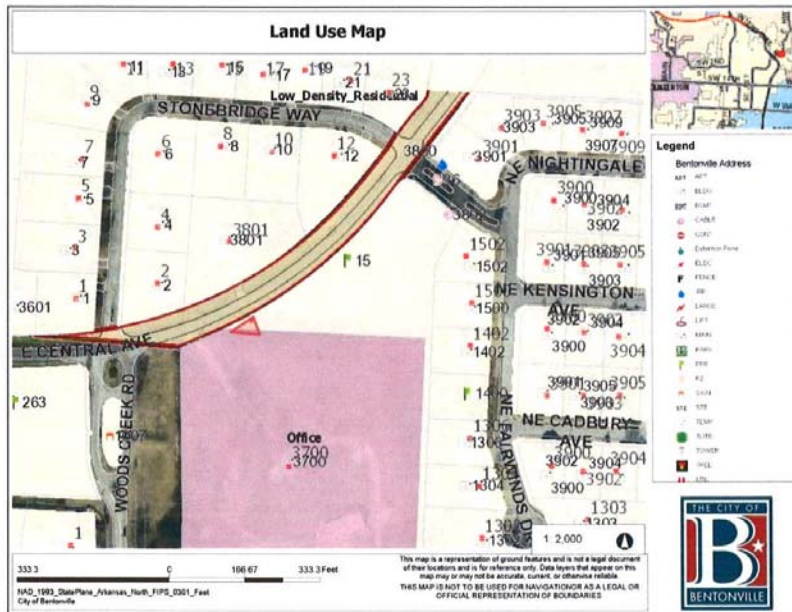
Recommendation

Staff has reviewed this application and based on the findings presented in this report, staff recommends approval of this rezoning request from R-O, Residential Office to R-1, Single Family Residential.

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map







Date: February 13, 2016

Job # 16056

RE: **Kensington to Kupillas**
Rezoning Request
3702 East Highway 72
Bentonville, AR. 72712

Planning,

In response to Item # 5 of the rezoning application this written statement is submitted.

- Current Zoning R-0
- Proposed Zoning R-1.
- The site is at the SW corner of the property and a small triangle that will be left after the new street R/W is dedicated. This property is better suited for the south owner and once a final plat is filed, the property will be owned by the Kupillas and part of Lot 5 of Kensington Square.
- Future use of Lot 5 is not yet determined.
- Property fronts Highway 72 on the northwest line. The driveway serving the property to the south will be relocated once the new street is completed and make for a safer single access point for both the Kensington and the Kupillas properties.
- No Signage is planned for this area.
- Site is vacant at this time.
- Sewer and water will not be needed for this small area.


Ken Booth, Project Manager
Sand Creek Engineering

1610 NW 12th Street Bentonville, AR 72712 Phone: (479) 464-9282

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT CLASSIFICATION OF R-O, RESIDENTIAL OFFICE TO R-1, SINGLE FAMILY RESIDENTIAL.

WHEREAS, Kensington Square, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present classification of R-O, Residential Office to R-1, Single Family Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

Part of Lot 63 of Kensington Subdivision, Phase 2, to the City of Bentonville, in Benton County Arkansas as shown on Plat 2009-80, being more particularly described as follow: Commencing at the Southeast corner of said Lot 63, run N87°20'47"W 342.53 feet for the Point of Beginning. From said point continue N87°20'47"W 90.37 feet to a point on the Easterly right-of-way of State Highway 72; thence along said right-of-way, on a curve to the left, having a radius of 981.20 feet, an arc length of 75.82 feet and a chord bearing and distance of N62°18'05"E 75.80 feet; thence S30°26'10"E 45.72 feet to the point of beginning containing 1,694.57 square feet or 0.039 Acres more or less.

;and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 21, 2017 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public 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 Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-O, Residential Office to R-1, Single Family Residential.

**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 of R-O, Residential Office to R-1, Single Family Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2017.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Travis Matlock

Department

Engineering

Phone

271-5941

ACTION REQUIRED:

Public hearing and ordinance vacating a Utility Easement located at 2411 NW Rita Way in Hidden Springs Subdivision PH1 to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT HIDDEN SPRINGS SUBDIVISION PHASE 1 AT 2411 NW RITA WAY TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Dwight Callaway, with the City Council of Bentonville, Arkansas, asking the City Council to vacate a Utility Easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

PARCEL NUMBER: 01-03038-000 LOT 161, Hidden Springs, Phase One, a Subdivision to the City of Bentonville, Benton County, Arkansas, as shown in Final Plat Record W at Page 174. FROM THE N.E. CORNER PIN OF SAID LOT RUN S 10 43' 06" W 21.87 FEET TO (POB) POINT OF BEGINNING; THENCE 21.70 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 299.56 FEET, DELTA 04 07' 31", CHORD 21.56 FEET THENCE 62.03 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 44.70 FEET, DELTA 79 30' 34", CHORD 57.19 FEET THENCE 95.34 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 520.96 FEET, DELTA 10 29' 05", CHORD 95.20 FEET THENCE S 82 56' 26" E 10.63 FEET THENCE 90.21 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 510.96 FEET, DELTA 10 06' 59", CHORD 90.10 FEET THENCE 47.63 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 34.70 FEET, DELTA 78 39' 00", CHORD 43.98 FEET THENCE 24.92 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 289.56 FEET, DELTA 4 55' 41", CHORD 24.90 FEET THENCE N 10 42' 41" E 11.05 FEET TO (POB) POINT OF BEGINNING SEE ATTACHED DRAWING (C1) PETITION TO VACATE SITE PLAN

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

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

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

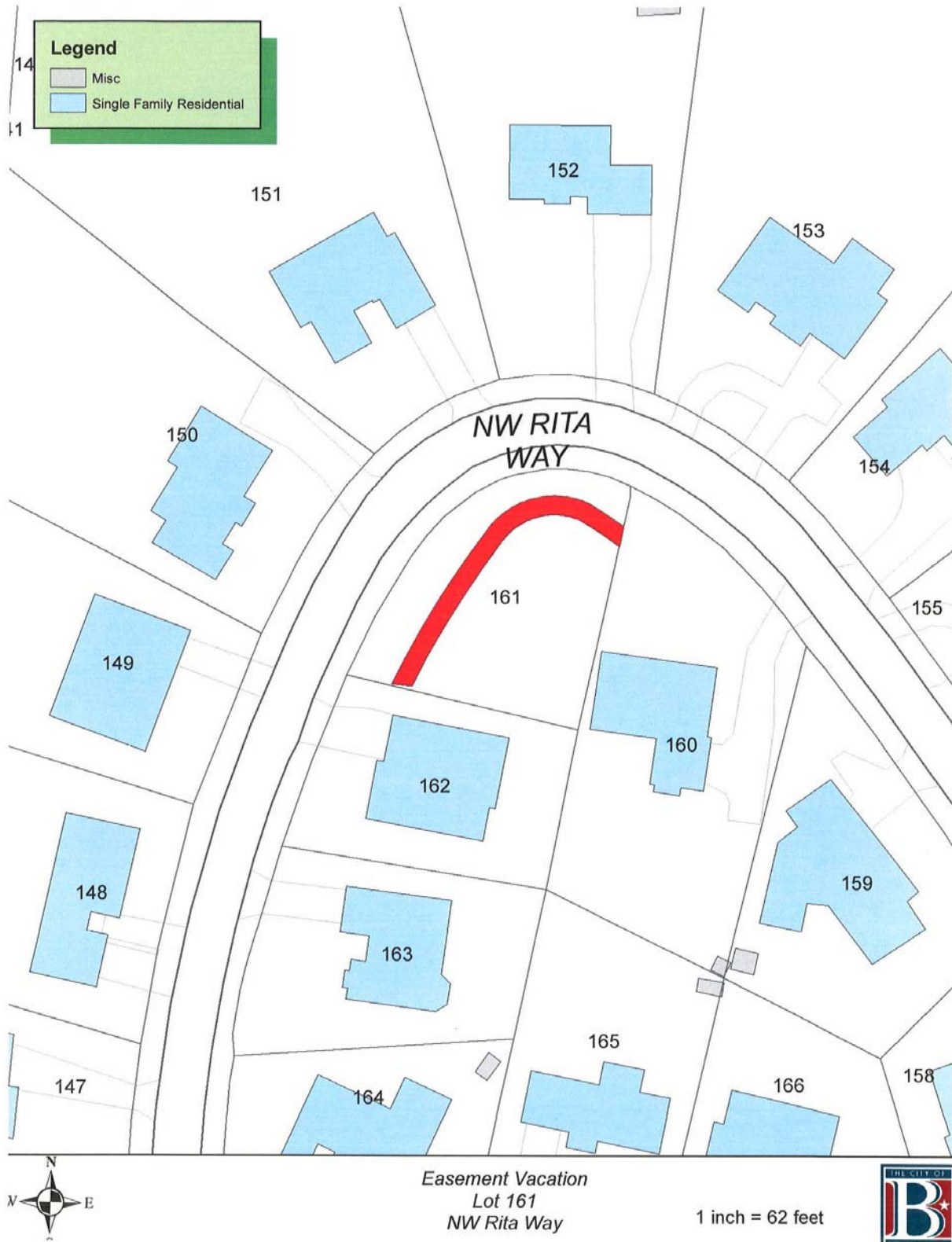
Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas, and recorded in the deed records of the County.

PARCEL NUMBER: 01-03038-000 LOT 161, Hidden Springs, Phase One, a Subdivision to the City of Bentonville, Benton County, Arkansas, as shown in Final Plat Record W at Page 174. FROM THE N.E. CORNER PIN OF SAID LOT RUN S 10 43' 06" W 21.87 FEET TO (POB) POINT OF BEGINNING; THENCE 21.70 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 299.56 FEET, DELTA 04 07' 31", CHORD 21.56 FEET THENCE 62.03 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 44.70 FEET, DELTA 79 30' 34", CHORD 57.19 FEET THENCE 95.34 FEET ALONG A CURVE TO THE LEFT DEFINED WITH RADIUS 520.96 FEET, DELTA 10 29' 05", CHORD 95.20 FEET THENCE S 82 56' 26" E 10.63 FEET THENCE 90.21 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 510.96 FEET, DELTA 10 06' 59", CHORD 90.10 FEET THENCE 47.63 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 34.70 FEET, DELTA 78 39' 00", CHORD 43.98 FEET THENCE 24.92 FEET ALONG A CURVE TO THE RIGHT DEFINED WITH RADIUS 289.56 FEET, DELTA 4 55' 41", CHORD 24.90 FEET THENCE N 10 42' 41" E 11.05 FEET TO (POB) POINT OF BEGINNING SEE ATTACHED DRAWING (C1) PETITION TO VACATE SITE PLAN

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2017, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

BOB MCCASLIN, Mayor
City of Bentonville, Arkansas





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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An ordinance authorizing the Mayor and the City Council to enter into a contract with NovaTech for (1) Remote Terminal Units for Bentonville's Substation "E" in the amount of \$33,467.50 plus tax. This equipment is "single source" and matches the Remote Terminal Units at all existing Substations. All the Remote Terminal Units work with our existing central master station. This is a 2017 budgeted item.

COST TO CITY:

Cost of this Request: \$33,468

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 3/28/2017

Requested by: Travis Matlock

Department: Electric

DESCRIPTION OF REQUEST:

Type of Equipment: Substation Remote Terminal Unit

Year & Model: 2017

Serial # Various pieces, see attached itemized list

To Be Purchased From: Novatech, LLC.

13555 West 7th Street

Lenexa, KS 66219

Amount:	Base Amount:	\$ 33,467.50
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	Tax:	\$ 3,012.08
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	*Other:	
--	---------	--

	TOTAL	\$ 36,479.58
--	--------------	---------------------

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

This is a single source item from our SCADA vendor Novatech. We currently have this same unit in service at all of Bentonville's Substations. This unit will be installed at "E" Sub located on SE "J" Street.

Department Head



Director of Finance & Administration

Revised 6-18-99

MEMORANDUM

DATE: March 28, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Resolution for the Mayor and City Council to enter into an agreement with NovaTech to supply an RTU for Substation "E"

The Electric Department recommends entering into an agreement with NovaTech to provide one RTU (Remote Terminal Unit) to the City of Bentonville for Substation "E" in the amount of \$33,467.50. The RTU allows the station to communicate with Bentonville's master SCADA system. This is part of the continual process of upgrading all Bentonville's substations to SCADA. Once the change out takes place, BEUD will return the old unit for a \$1,000 credit.

This is a 2017 budgeted item.



Proposal

City of Bentonville
Pricing for Substation E RTU
Proposal 0217-108 R1
March 16, 2017

Introduction

This proposal describes our offering to supply one RTU for Substation E to the City of Bentonville. This offering is per request from Wayman Thurman of the City of Bentonville to NovaTech. We have attempted to be fully responsive, but if there are questions, please feel free to contact the following individuals:

NovaTech V.P. Business Development/Southeast Region Utility Sales - Kevin Johnson at 570.498.4409, e-mail at kevin.johnson@novatechweb.com.

Director of Operations - BJ Weil at 913.451.1880, or e-mail bj.weil@novatechweb.com.

Scope

NovaTech will supply Bentonville with an RTU solution that will utilize NovaTech's DDIO Modules. This offering includes the required Orion to provide connectivity to bring the Substation onto the WEBserver SCADA System. Bentonville will provide the required INET radio.

The RTU will be completely assembled and tested by NovaTech personnel at NovaTech's Lenexa, Kansas, facility prior to shipment.

The bill of materials of major equipment is as follows:

Qty	Part #	Description
1	ORIONLX-A3-B3-ENEN-CPX-MMB-XM4-IHV-HVXX-01-03-04-07-42-44-95-108	NovaTech OrionLX Automation Platform See Appendix A for part number description
1	DDIO-SER-N-WR-111-HV-42-RACK	NovaTech Distributed Discrete I/O, 24 DI Rack mount, communicating via Ethernet
3	DDIO-SER-N-WR-110-HV-42-RACK	NovaTech Distributed Discrete I/O, 16in/8out Rack mount, communicating via Ethernet
1	PTHW482424G2	Hoffman 48"x 24"x24" Nema12 Double-Hinged Wall-Mount Cabinet with window and back panel
1	4K24CR - 125V dc	GarrettCom 24 Port Ethernet Switch (125V dc)
24	KUEP-7D15-24	P&B Interposing Relay, non-latching -Includes socket and hold-down spring
Lot	TBs and Fuses	Terminal Blocks and Fuses for Customer Interconnect Wiring
1	VI-JT3-EW-B1	Vicor Power Supply
1	PDU	Distribute incoming power to the RTU components. Includes relay, cutoff switches, fuse blocks and fuses. Mounted on rack panel.



Proposal

City of Bentonville
Pricing for Substation E RTU
Proposal 0217-108 R1
March 16, 2017

Clarifications

- The above BOM is based on Substation F per Wayman Thurman's instruction.
- This offering does not include onsite commissioning, installation, or WEBserver configuration, and will be provided under a separate proposal if needed.
- NovaTech will work with Wayman Thurman to modify the drawings for this RTU prior to submission.
- Assumed Substation E is powered by 125V DC.

Optional Loose Hardware

Transduction TR-LCD1900-VESA-125VDC-TOUCH

- Touch Screen Monitor
- VESA mount monitor
- 19" grade AAA 1280 x 1024 LCD
- USB Resistive Touch Screen
- 15 pin SVGA connector, DVI connector,
- 125VDC Power Supply with Terminal Blocks
- SVGA cable, DVI cable and USB cable
- Warranty 3 years



Proposal

City of Bentonville
Pricing for Substation E RTU
Proposal 0217-108 R1
March 16, 2017

Commercial

Supply one RTU as specified
Standard Price:\$ 33,365.00 USD

Combined with an NCare Agreement:

RTU Price:\$ 33,365.00 USD
Less 10% Discount of OrionLX:\$ (945.00) USD
Less 10% Discount of DDIO Modules:\$ (552.50) USD

Resulting RTU Price:\$ 31,867.50 USD

Optional Hardware

Supply one each Monitor, TR-LCD1900-VESA-125VDC-TOUCH
Unit Price:\$ 1,600.00 USD

*Trade-in Credit for each Orion5r:\$ (1,000.00) USD

***Orion5r Trade-In Credit Notes**

- NovaTech will issue an account credit upon receipt of the Orion5r unit being returned.
- An RMA# will need to be issued prior to sending Orion5r units to NovaTech.

The price quoted includes one electronic license-free copy of NovaTech Communications Director (NCD) configuration software and one RS-232 null-modem configuration cable. One electronic copy of all product documentation is also supplied on CD-ROM. Customer is permitted to make additional electronic or hard paper copies of documentation as required. Additional electronic copies of documentation and/or hard copies can be supplied for additional cost.

The prices quoted do not include taxes, duties, packing or shipping.

Delivery: 10-12 Weeks ARO

Terms: NET 30

Validity: 60 Days



Proposal

City of Bentonville
Pricing for Substation E RTU
Proposal 0217-108 R1
March 16, 2017

Appendix A - OrionLX Part Number

ORIONLX-A3-B3-ENEN-CPX-MMB-XM4-IHV-HVXX-01-03-04-07-42-44-95-108

- A3 - RS-232 Card with IRIG-B
- B3 - RS-422/485 Card
- ENEN - Dual Copper Ethernet Ports
- CPX - High Performance CPU
- MMB - Multimedia Board
- XM4 - 4 Gigabyte Memory
- IHV - 48V dc or 125V dc Nominal Inputs
- HV - 48V dc to 125V dc/120V ac Power Supply
- XX - No Redundant Power Supply

Master:

- 01 - DNP3 Serial
- 03 - DNP3 IP
- 04 - Modbus Serial
- 07 - Modbus TCP

Slave:

- 42 - DNP3 Serial
- 44 - DNP3 IP

Software:

- 95 - Alarm/Archive/Retentive
- 108 - Tile Annunciator

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH NOVATECH FOR THE PURCHASE OF CERTAIN REMOTE TERMINAL UNIT EQUIPMENT FOR THE CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with NovaTech for the purchase of certain Remote Terminal Unit (RTU) and related SCADA equipment for the City of Bentonville Electrical Utilities Department, as set forth more fully in the attached proposal, in an amount not to exceed \$33,468.00.

Section 2: Because this SCADA equipment corresponds with equipment currently utilized by the department and because such equipment is a sole source item, it would be neither practical nor feasible to bid this item and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An Ordinance authorizing the Mayor and City Council to enter into a contract with DBA AZZ Switchgear Systems to provide Substation Relay Panels for Substation "E" to the City of Bentonville Electric Department in the amount of \$80,155.00 and waiving the requirements of competitive bidding.

COST TO CITY:

Cost of this Request: \$80,155

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	<u>3/28/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Substation Relay Panel</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>DBA AZZ</u>		
	<u>7911 Old US Hwy 54</u>		
	<u>Fulton, MO 65251</u>		
Amount:	Base Amount:	\$	<u>80,155.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>80,155.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
This will upgrade the 15-yr old relay panel in "E" Sub to the same standard as all other substations in the City. AZZ is the supplier of all other relay panels within the substations.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

MEMORANDUM

DATE: March 17, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Ordinance for the Mayor and City Council to
enter into an agreement with AZZ to upgrade
Relay Panels at "E" Sub

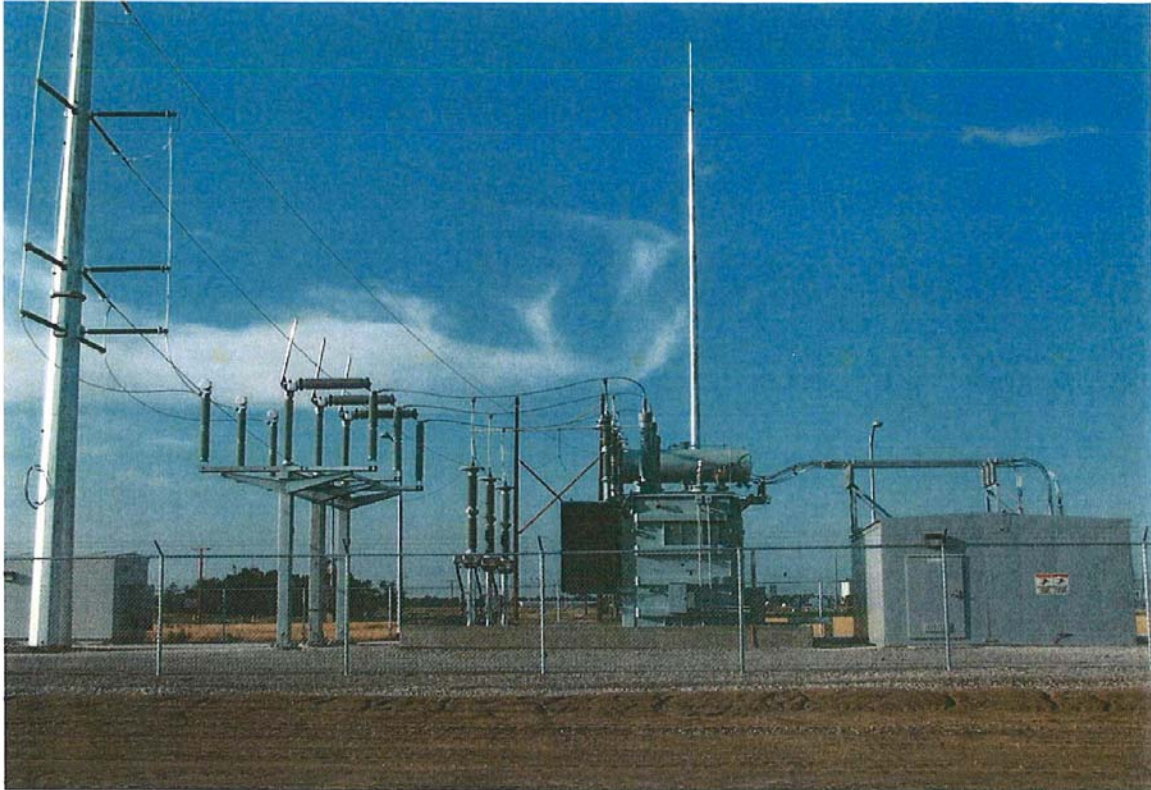
The Electric Department recommends entering into a contract with DBA AZZ Switchgear Systems and waiving the requirements of competitive bidding for the upgrade of the relay panels at "E" Sub in the amount of \$80,155. The existing relays are 15-yrs old and this equipment is the current standard within the rest of the system. AZZ has supplied all other upgraded relays within the city's substations.

This is a 2017 budgeted item.

Ref No: 17-02-27-01
Date: 3/7/2017

PROPOSAL

Celebrating 60 Years
1956-2016



City of Bentonville, AR
For Substation E Relay Panels (3)

Prepared by:
Shawna Diekmann
AZZ Switchgear Systems – Med. Voltage Switchgear
Phone: 573.592.1241
Email: ShawnaDiekmann@azz.com





3/7/2017

City of Bentonville, AR

Attn: Mr. Wayman Thurman

Ref: AZZ Switchgear Systems Proposal No. 17-02-27-01

Dear Mr. Thurman,,

Thank you for sending your Request for Proposal to AZZ. In accordance with our interpretation of your plans and specifications, we are pleased to offer our proposal for the following equipment and services:

Item 1: Substation E Relay Panels (3)

The equipment we propose to supply will be designed, constructed and tested in accordance with your inquiry and the documents, which you have provided.

You will find additional attachments enclosed that supplement the information contained in our proposal. These include any information which you have specifically requested be included with our proposal and are identified at the end of this cover letter. With the exception of any comments contained in our proposal (or its attachments) that may be at variance with your requirements, our proposal is in strict accordance with your inquiry and specifications.

Upon your receipt and review of this proposal, we request the opportunity to meet with you to discuss the merits of what we have offered and how we intend to meet your requirements. Please accept our invitation to visit AZZ Switchgear System's headquarters in Fulton, Missouri for a complete review of our engineering, manufacturing and testing capabilities.

CELEBRATING 60 YEARS OF QUALITY SWITCHGEAR SOLUTIONS!

AZZ INC. | SWITCHGEAR SYSTEMS

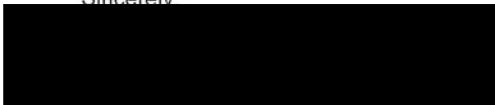
7911 Old US Highway 54 | Fulton, MO 65251 | Phone: 573-642-6811 | Fax: 573-642-6844 | azz.com



If you have any questions concerning this proposal or require further information, please contact your local AZZ Switchgear Systems authorized sales representative:

Tom Williams
H.V. Sales Company, Inc.
9245 Poplar Ave Suite 8 #143
Germantown, TN 38138
Phone: 1 (901) 748-0562
Fax: 1 (901) 748-0564
Email: twilliams@hvsales.com

Sincerely



AZZ
Shawna Diekmann
Sales Coordinator

Attachments: Pricing Summary
Commercial Section
Technical Section
AZZ Installation and Service Price Schedule
AZZ Painting Procedure
AZZ Standard Terms & Conditions OR negotiated T&Cs

c: Tom Williams, AZZ Switchgear Systems Sales Representative
Curt Parkins, AZZ Regional Sales Manager

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AZZ INC. | SWITCHGEAR SYSTEMS
7911 Old US Highway 54 | Fulton, MO 65251 | Phone: 573-642-6811 | Fax: 573-642-6844 | azz.com



PRICING SUMMARY

AZZ Switchgear Systems Proposal No. 17-02-27-01

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
1	Substation E Relay Panels (3)	\$80,155.00

Drawing and Delivery Times

Shipment can be made within 14-16 weeks of receipt of your approved drawings at AZZ and release to manufacture. These estimates do not include the time required for your review and approval of drawings. Please add the time anticipated for review and approval in order to obtain the total estimated project shipping time. Drawing and shipment times are based upon Engineering and Shop loading at time of proposal. Please obtain firm time commitments from AZZ at time of order placement.

Payment terms are net 30 days from date of invoice, net 100%

Clarifications:

The proposal includes complete mounting and wiring of all equipment per the customer provided schematics, wiring diagrams and panel layout.

The following breakdown pricing is provided as requested in the RFP:

- Panel Fabrication only \$20,719
- Devices \$40,883
- Wiring \$18,553

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AZZ INC. | SWITCHGEAR SYSTEMS

7911 Old US Highway 54 | Fulton, MO 65251 | Phone: 573-642-6811 | Fax: 573-642-6844 | azz.com



COMMERCIAL SECTION

AZZ Switchgear Systems Proposal No. 17-02-27-01

1. Unless otherwise noted, this quotation is per the AZZ Inc. Standard Terms and Conditions of sale, dated 11/10/10, Rev. 0 attached and made part of our proposal and price.
2. Resulting orders shall be addressed as follows:

AZZ
7911 Old US Hwy 54
Fulton, MO 65251
3. Our warranty covers a period of twelve (12) months from date of energization or eighteen (18) months from date of shipment, whichever occurs first or other period of time as agreed to in the purchase order. No in-and-out charges nor consequential damages are covered. AZZ indemnifies for our gross negligence and willful misconduct only, throughout the warranty period. Indemnification is capped for the amount of the purchase order only.
4. No sales taxes, use taxes, duties or other fees, unless otherwise noted, are included in the prices quoted. Consequently, in addition to the purchase price, the amount of any present or future taxes, duties or fees must be paid by the purchaser.
5. Should the Purchaser request that AZZ delay shipment, once manufacturing and testing are completed, AZZ will store such equipment, subject to the following conditions:
 - a. Upon completion, the Purchaser will allow AZZ to issue an invoice for the equipment and process said invoice, within the payment terms of the purchase order, as if the equipment had actually shipped.
 - b. Purchaser agrees to assume title and ownership of the equipment on the date the invoice is issued.
 - c. Purchaser agrees to pay AZZ applicable handling and storage fees until time of shipment. If shipment is delayed for more than three months, an additional fee will be assessed for inspection and cleaning of the equipment prior to shipment.
 - d. Purchaser agrees to accept and sign a Bill & Hold Agreement that includes items a) through c) above.

CELEBRATING 60 YEARS OF QUALITY SWITCHGEAR SOLUTIONS!

AZZ INC. | SWITCHGEAR SYSTEMS
7911 Old US Highway 54 | Fulton, MO 65251 | Phone: 573-642-6811 | Fax: 573-642-6844 | azz.com



6. Changes in scope of supply or delays caused by the Purchaser may also affect the project shipping schedule. Should it become necessary to reschedule due to a Purchaser-caused delay, AZZ will make every effort to reschedule the job into the first available opening in our shop schedule which best meets the Purchaser's needs.
7. Our proposal price includes FOB Destination, with motor freight prepaid and allowed to the first designated delivery point. It will be the Buyer's sole responsibility to guarantee that field conditions are adequate to permit unobstructed motor freight access to the first designated delivery point. If unforeseen field conditions, or errors or omissions in the information supplied to Seller, with or without the Seller's aid, require additional handling and equipment to proceed to the first designated delivery point, the resulting additional costs will be assumed and paid by the Buyer. Should a Bill & Hold Agreement become necessary, as outlined in item 4 above, the terms will become FOB Factory with motor freight prepaid and added at actual cost.
8. Buyer acknowledges and agrees with the issue of a Purchase Order, that AZZ shall not be liable in any way for delay in delivery of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the buyer, buyer's failure to have the site ready, or any other event beyond AZZ's reasonable control and that AZZ shall be excused, discharged, and released of performance to the extent such performance is limited or prevented without liability for damages of any kind. Buyer also acknowledges any force majeure demur charges shall be the responsibility of the Buyer.
9. This proposal is valid for 30 days.
10. Prices are firm for quoted shipment.

CELEBRATING 60 YEARS OF QUALITY SWITCHGEAR SOLUTIONS!

AZZ INC. | SWITCHGEAR SYSTEMS

7911 Old US Highway 54 | Fulton, MO 65251 | Phone: 573-642-6811 | Fax: 573-642-6844 | azz.com



TECHNICAL SECTION

AZZ Switchgear Systems Proposal No. 17-02-27-01

1. Equipment offered will be designed and manufactured to appropriate ANSI, IEEE, and NEMA Standards.
2. All equipment will be tested in accordance with applicable ANSI production test standards prior to shipment. The Purchaser, or his designee, is welcome to inspect equipment prior to shipment at no additional cost.
3. Unless specified elsewhere in our proposal, no special, non-standard or other design tests have been included in our proposal.
4. We have not included any short circuit, relay coordination, or other system studies in our proposal.
5. No seismic calculations or seismic testing for the equipment proposed has been included. However, the equipment will be designed and manufactured for installation in the seismic zone that has been specified.
6. We have enclosed a Preliminary Bill of Material and fabrication drawings (for reference only) covering the equipment we are offering. Please review this information to confirm that we have interpreted your requirements accurately. Please note that this information is not intended to be all-inclusive, nor exclusive to what may be required to meet your specifications. The intent of our proposal is to comply with all of your specification requirements. The only exception to this would be any items that we may have specifically listed herein as not conforming to your specification.
7. Equipment will be painted per attached AZZ paint standards. Our painting methods are in full compliance with current EPA and OSHA requirements.
8. It is our intent to comply with all ANSI and NEMA standards, as well as federal laws and regulations that apply to the equipment proposed herein. We are also willing to comply with any local laws or other regulations that may apply to the proposed equipment. However, it is the responsibility of the Purchaser to advise AZZ what these laws and regulations are, in writing, prior to order entry.

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Domestic Field Engineering Rate Schedule

Service Type	Straight Time	Overtime & Saturdays	Sundays & Holidays
Technician	\$140.00/Hour	\$210.00/Hour	\$280.00/Hour
Engineer	\$155.00/Hour	\$232.50/Hour	\$310.00/Hour

Straight Time is defined as time worked on a regular schedule of eight hours between 7:00AM and 6:00PM, Monday through Friday.

Overtime is defined as work performed in excess of eight hours or at times other than the regular Straight Time schedule, Monday through Friday.

Holidays are days that are scheduled as holidays for AZZ personnel.

Travel time will be invoiced at the Straight Time rate for each hour of travel to and from the work site during any day of the week. Time is calculated portal to portal.

Minimum billing will be four (4) hours on any day that service is rendered. Fractions of an hour worked will be treated as whole hours.

Travel, living and incidental expenses will be invoiced at actual cost plus a 10% handling charge. Parts supplied or used will be invoiced at the prevailing price for such parts. Rental of equipment needed to perform the work will be invoiced at cost plus a 10% handling charge.

All field engineering work performed by AZZ Switchgear Systems personnel is fully warranted and guaranteed.

A two (2) week advance notice for scheduling of field service is required, except in cases of emergency.

Payment for field engineering work is due and payable upon receipt of AZZ Switchgear Systems invoice and support documentation.

Buyer acknowledges and agrees with the issue of a Purchase Order, that AZZ shall not be liable in any way for delay in unloading, rigging, install and assembly of the equipment due to contingencies beyond our control. This includes, but is not limited to, weather, acts of God, acts of the Buyer, Buyer's failure to provide unimpeded site access, or any other event beyond AZZ's reasonable control and that AZZ shall be excused, discharged and released of performance to the extent such performance is limited or prevented without liability for damages of any kind.

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Domestic Field Engineering Rate Schedule

If AZZ Switchgear Systems Field Personnel are at the work site and available to work, but are prevented from performing work through no fault of their own, such time will be invoiced as if they had been working.

Any and all safety or other training required by AZZ personnel before and during access to on-site service work that requires additional time (not communicated to Seller initially) shall be billed to the Buyer as an additional expense.

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AZZ Switchgear Systems Paint Procedures

1. AZZ Switchgear Systems purchases only top quality hot rolled, pickled and oiled steel. The pickling process removes scale and other surface impurities that exist after the rolling process. After pickling, the steel is coated with oil to inhibit corrosion.
2. After the enclosure has completed fabrication, it is prepared for the prime coating using the following process:
3. All welds and hard-to-reach areas are power cleaned with a steel wire wheel.
4. A power grinder is used to remove any corrosion, weld splatter, rust, scale or other detrimental foreign matter.
5. All enclosures are then cleaned with a phosphatizing solution mixed with water at 130 degrees F and sprayed at a pressure of 1,000 psi, which cleans and etches the surfaces. The enclosure is then thoroughly rinsed with water to remove all residues.
6. The enclosure is moved to the drying area to air dry.
7. After the enclosure is completely air dried, it is moved into the paint booth where a tack cloth is used to remove any dust or other contamination that may have settled on the surface during air dry.
8. AZZ Switchgear Systems' standard exterior paint is a two-coat system. The primer is a two component epoxy primer. This is a high solids primer with an excellent balance of hardness, flexibility, and toughness. This coating is applied with an electrostatic spray gun to a minimum Dry Film Thickness (DFT) of 3.0 to 4.0 mils on all exterior surfaces.
9. AZZ Switchgear Systems' standard top coat is a high-solid, high-film build, two component polyurethane paint. This paint exhibits excellent gloss and color retention during its extended service life. The top coat is also applied with an electrostatic spray gun to a minimum DFT of 3.0 to 4.0 mils on all exterior surfaces.
10. The painted surface is allowed to dry, after which a paint inspection is performed to check for a quality finish to ensure uniformity and smoothness. The Dry Film Thickness is measured using an electronic type magnetic paint gauge. For exterior surfaces, a DFT of 6.0 to 8.0 mils is required.
11. AZZ Switchgear Systems' standard interior paint is a direct to metal application that is applied electrostatically. The interior paint system is a high solid, high-film build, two component polyurethane paint. This coating is applied to a minimum Dry Film Thickness of 2.0 to 4.0 mils.
12. AZZ Switchgear Systems' exterior finishes have been successfully tested for a duration of 2,000 hours utilizing a salt spray in accordance with ASTM B117.

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ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH AZZ SWITCHGEAR SYSTEMS FOR THE PURCHASE OF SUBSTATION RELAY PANELS FOR THE CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with AZZ Switchgear Systems for the purchase of substation relay panels for the City of Bentonville Electrical Utilities Department, as set forth more fully in the attached proposal, in an amount not to exceed \$80,155.00.

Section 2: Because this equipment corresponds with equipment currently utilized by the department and because such equipment is a sole source item, it would be neither practical nor feasible to bid this item and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into a agreement with Hooten Equipment Company to remove the existing underground fuel storage tanks once they are abandoned in the amount of \$30,550.00. This is in conjunction with the upcoming move.

COST TO CITY:

Cost of this Request: \$30,550

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>3/28/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Hooten Equipment Company</u>		
	<u>PO Box 1550</u>		
	<u>Springdale, AR 72764</u>		
Amount:	Base Amount:	\$	<u>30,550.00</u>
	Tax:	\$	<u>2,749.50</u>
	*Other:		<u></u>
	TOTAL	\$	<u>33,299.50</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Hooten is currently installing the new fueling equipment at the new Municipal Complex under construction. Once the new fuel station is up and running and the move is completed, Hooten will remove the existing tanks located at 307SE "D" St. The cost for removal is \$30,550.00.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

MEMORANDUM

DATE: March 28, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Hooten Equipment – Fuel Tank Removal

The Electric Department recommends entering into an agreement with Hooten Equipment Company to remove the existing underground fuel tanks located at 307 SE "D" St. once the move takes place to the new Municipal Complex. The cost for removal of the tanks is \$30,550.00.

Hooten currently maintains the existing fuel station and is in the process of constructing the new fuel station at the new Municipal Complex. When the City completes the move to the new complex, the existing tanks will need to be removed, the soil tested, the hole filled up, and the closeout paperwork sent to ADEQ (Arkansas Department of Environmental Quality). Hooten will take care of all these requirements.

This tank removal is required by ADEQ because the City of Bentonville is listed as the "owner of the tanks".



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March 6, 2017

Amy Blood
City of Bentonville
Inventory Control Department

Proposal & Cost Estimate for Environmental Services

Closure & Removal of Regulated Underground Storage Tanks
City of Bentonville Warehouse
307 SE "D" Street
Bentonville, Arkansas
ADEQ Facility ID# 04000015

Dear Ms. Blood,

Hooten is pleased to provide the following scope of work and attached cost estimates for permanent closure and removal of the underground storage tanks (USTs) and the associated piping at the subject property location.

Hooten proposes to provide the following professional services:

- Preparation and submittal of a 30-day Notice of UST Permanent Closure form to the ADEQ - Regulated Storage Tank (RST) Division. Provide a subsequent 48-hour hour notice to the local RST inspector via e-mail prior to start of the tank closure activities.
- Remove and salvage three (3) suction-type pump dispenser cabinets.
- Provide all equipment, materials and labor required to excavate, internally rinse and clean, remove and dispose of three (3) petroleum fuel tanks and associated underground piping in accordance with standard industry practices and safety protocols.
- Collection of closure confirmation soil samples following tank removals in accordance with the applicable ADEQ regulations and tank closure technical guidance. Complete laboratory analysis of the soil samples for the petroleum chemicals of concern: BTEX and TPH-DRO. Lab analysis for TPH-GRO *is not* required per ADEQ guidance.
- Backfill and restore the UST excavation areas to grade with original tank bedding materials and cap with suitable, clean fill materials. Restore paved surfaces with compacted gravels.
- Prepare and submit a standard ADEQ "UST Contractor's Permanent Closure Report" and all required supporting documentation.



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The UST removal activities will be supervised and conducted by an ADEQ-licensed tank removal technician. All Hooten provided staff will possess current OSHA HAZWOPER safety training and certifications. Copies of licensing and safety training certifications, as well as copies of Hooten's general liability insurance certification will be available upon request.

A project-specific Health and Safety Plan (HASP) which conforms to the provisions of 29 CFR 1910.20 will be prepared for the tank removal project. Area utility providers and utility locating services will be notified at least 48 hours in advance of the excavation activities as required by Arkansas State regulation.

The following sections provide details regarding each of the proposed activities and project tasks:

Regulatory Notifications:

Hooten have prepared and submit a standard "30-Day Notice of UST Closure" form to the ADEQRST Division. A mail copy and an e-mail copy will be forwarded to the local RST inspector as well. In most instances, the 30-day waiting period will not be waived by the ADEQ. Hooten will also provide an e-mail notification of the project scheduling to the local inspector at least 48-hours prior to the closure activities.

Tank and Product Line Excavation & Removal:

Excavation and removal of the tanks and associated product lines will be supervised and conducted by licensed Hooten Provided technicians. The associated electrical connections and circuit breakers will be disconnected, removed and/or tagged-out for safety. The suction pump cabinets will be disconnected and removed prior to closure for owner salvage.

A track hoe excavator will be used to break the surface pavement and excavate the tanks. The broken concrete will be stockpiled and removed for off-site disposal as beneficial fill material.

Records indicate that the tanks consist of one (1) 10,000-gallon gasoline tank, and two (2) 1,000-gallon diesel fuel tanks.

The exact layouts and locations of the product lines are unknown, but the lengths of the product line and pump island trenches are collectively estimated to be 40'L x 4'W x 3'D. In total, it is estimated that up to 275 cubic yards of loose UST backfill soils may be generated during the tank system closures.

Technicians will disconnect the piping at the pump islands and drain the piping back into the tanks. Prior to removal of the tanks, the residual fuel and fluids contained in the tanks and piping will be pumped and removed using a vacuum tanker truck. Hooten Provided Technicians will excavate and uncover the top of the tanks in order to gain access.

Technicians will then utilize a vacuum tanker truck to internally wash and rinse the tank interiors to remove residual fuel and accumulated sludge materials. Surfactant solutions will be spray-applied to the tank interiors in an effort to inert potential explosive vapors inside the tanks. Internal rinsing of the tanks will also allow local metal recyclers to accept the tank for documented destruction and recycling. Vapor levels inside the tanks will be monitored using a hand-held explosion meter.

The liquid wastes generated during tank cleaning will be transported in bulk to a permitted hydrocarbon disposal/recycling facility for documented disposal as non-hazardous, petroleum contaminated wastes. A load manifest signed by the receiving facility will be provided in the final



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report.

The emptied tanks will be excavated and removed by uncovering the top of the tanks, then by excavating along each side of the tank parallel to the tank. The empty steel tanks will be labeled and loaded onto a flat-bed trailer and transported to a local metal recycling facility for disposal. The locations of the product lines will be traced from the tank basin to the pump islands, and the lines will then be excavated and removed. The excavated backfill soils will be temporarily staged adjacent to the excavation pending collection of confirmation soil samples.

Soil Sampling & Laboratory Analysis:

Following excavation, the technicians will collect three (3) representative confirmation soil grab samples from the bottom of the excavated tank basin, near the locations of the former fill pipes. Additionally, three (3) soil grab samples will be collected from beneath each of the fuel pump island locations.

In addition to the grab samples, a total of six (6) 4-part composite samples may be collected from the UST backfill materials based on obtaining one (1) sample for each 50 cubic yards of material generated.

The estimated twelve (12) soil samples will be containerized, preserved on ice and shipped overnight under chain of custody protocols to an independent, ADEQ-certified laboratory for chemical analysis. The confirmation soil samples will be analyzed to determine concentrations of the hydrocarbon constituents: Benzene, Toluene, Ethylbenzene, Xylenes (BTEX) according to USEPA laboratory method 8021B. The samples will be analyzed for Total Petroleum Hydrocarbons - Diesel Range Organics (TPH-DRO) according to method 8015D. The laboratory analyses are expected to take up to seven (7) days to complete.

Excavation Restoration:

Please note that the UST backfill and bedding materials (typically sand) will be excavated and removed temporarily. Following confirmation sampling of the excavations and collection of composite samples from the excavated fill soils, the original UST backfill materials will be placed back into the tank basin excavation pending laboratory analysis and a determination of the final disposition of those materials.

Please note this proposal and cost estimate does not include additional handling and permitted disposal of any contaminated soils or excessive excavation groundwater. The final disposition of the backfill soils will be determined by sample analysis and review by the ADEQ. If excessive groundwater or storm water is present in the excavation, removal and disposal may be required.

If the backfill soil analytical results indicate petroleum contamination which exceeds standard regulatory action levels, landfill disposal of the materials as non-hazardous wastes may be required by the State regulating agency. If the backfill soils are sampled and determined to be below actionable levels, the backfill soils will be allowed to permanently remain in the tank basin excavation.

Following receipt and review of the laboratory analytical reports, the tank owner will be advised of the regulatory status of the waste soils. If the soils are below action levels, the remainder of the excavation will be filled to level grade with suitable, clean clay fill and compacted using the track hoe bucket. The top 4" of ground surface will be restored to grade using compacted SB-2 paving gravels.



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Regulatory Reporting:

Upon receipt of the soil sample laboratory analytical report, Hooten will provide a letter report documenting and describing the tank removal activities. The report will include a summary and discussion of the soil laboratory analyses, as well as a scaled site diagram documenting the former tanks and soil sampling locations. Documentation of any associated waste handling and disposal will also be included in the report.

The report will provide a comparison of the laboratory results with typical regulatory action levels for the target petroleum chemicals of concern in soil. The report will bear the signature of the licensed tank removal technician and an Arkansas-registered Professional Geologist. One (1) print copy and one (1) electronic file copy (CD-R) of the report will be prepared and submitted to the ADEQ and the tank owner.

I have attached a time and materials unit cost estimate for completing the described environmental services. If you have any questions regarding this proposal and bid, please feel free to contact me at (479) 756-6851.

Thank you,



Dale R. Wandrie
Hooten Equipment Company



P.O Box 1550, Springdale, AR 72764 • (479) 756-6851 • Fax (479) 756-6963

**COST ESTIMATE:
UNDERGROUND STORAGE TANK PERMANENT CLOSURE
&
REGULATORY REPORTING
CITY OF BENTONVILLE WAREHOUSE
Date: March 6, 2017**

Equipment & mobilization/demobilization Estimate	\$ 2,937.50
Saw, remove & dispose of est. 160 square feet asphalt Estimate	\$ 1,968.75
Vac Truck to pump, clean & remove tank and product line contents Estimate 10 hours @ \$120.00/hour.....	\$ 1,500.00
Disposal of liquid petroleum waste fluids Estimate 1,200 gallons @ \$0.60/gallon.....	\$ 900.00
Excavation and removal of tanks and product line piping Estimate	\$ 15,625.00
Backfilling excavation with clean fill Estimate 100 yards @ \$12.00/yard.....	\$ 1,500.00
Surface Restoration – 4" compacted gravel Estimate 600 square feet @ \$2.20/sf.....	\$ 1,650.00
Complete UST closure regulatory notices, confirmation soil sampling and lab analysis and regulatory reporting Estimate	\$ 4,468.75
TOTAL COST	\$ 30,550.00



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Due to unknown or unforeseeable site conditions, unit costs/rates for non-scope project tasks

UNIT COSTS FOR POTENTIAL ADDITIONAL CONTRACTOR SERVICES

Vac Truck to pump and remove excess excavation fluids	\$150.00/hour
Disposal of liquid petroleum waste fluids	\$0.75/gallon
Transportation of waste soils to local landfill	\$18.75/ton
Class 1 Landfill disposal of petroleum-contaminated soils	\$75.00/ton
Additional Clean Fill Soils	\$15.00/yard

PROPOSAL ACCEPTED BY: _____ DATE: _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
HOOTEN EQUIPMENT COMPANY FOR THE REMOVAL
OF UNDERGROUND FUEL STORAGE TANKS AND
WAIVING THE REQUIREMENT OF COMPETITIVE
BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Hooten Equipment Company for the removal of underground fuel storage tanks at the old Utility/Inventory facility, once said tanks are abandoned, as set forth more fully in the attached proposal, in an amount not to exceed \$30,550.00.

Section 2: Because this vendor is providing fuel tank services for the new Utility complex and can most efficiently coordinate the removal of these tanks in association with that relocation, it would be neither practical nor feasible to bid this item and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend the Mayor and City Council award the outside contractor services bid to Team Fishel. See attached bid tab for pricing.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

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PLEASE RECYCLE



M E M O R A N D U M

DATE: March 28, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Bid Award – Outside Contractor**

The Electric Department recommends awarding the bid for outside contracting services to Team Fishel. The per hour costs are shown on the attached bid tab.

To assist the Electric Department with a large workload, BEUD will contract with Team Fishel in order for them to provide a 5-man crew, 2-bucket trucks, one digger truck, and a supervisor pickup. This crew will work on smaller, one-off projects, such as power poles that have been identified by Osmose to be replaced. In addition, if BEUD crews are short-handed on a certain day, the Team Fishel crew may be broken up to "fill out" a crew working on a certain job.

Outside Contractor Prices		Contractor: Team Fishel									
Bid Tab		By: Justin Scott- Project Manager									
BEUD											
The Contractor will supply labor and equipment as requested by BEUD. The following unit prices will be used in evaluating bids, and calculating payment in a unit price contract.											
Labor Classification											
Unit	Description	Unit Price	Est Hours	Cost	Unit Price	Est Hours	Cost	Unit Price	Est Hours	Cost	Cost
1	Working Foreman	\$92.70			\$123.66			\$123.66			
2	Journeyman Lineman	\$84.56			\$112.32			\$112.32			
3	Apprentice Lineman 8th 6 months	\$74.95			\$98.87			\$98.87			
4	Apprentice Lineman 7th 6 months	\$71.31			\$93.80			\$93.80			
5	Apprentice Lineman 6th 6 months	\$68.00			\$89.16			\$89.16			
Equipment											
6	Digger-Derrick Single Axle w/ hydraulic impact wrench and hydraulic tamp	\$38.05		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
7	Digger-Derrick Single Axle w/ hydraulic impact wrench and hydraulic tamp	\$38.05		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
8	Service Bucket Truck 40-45 foot w/ hydraulic impact wrench and hot line tools/rubber goods	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
9	Service Bucket Truck 40-45 foot Material Handler w/ hydraulic impact wrench and hot line tools/rubber goods/chain saws	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
10	Bucket Truck 48-55 foot w/ hydraulic impact wrench and hot line tools/rubber goods/chain saws	\$33.66		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
11	Bucket Truck 48-55 foot Material Handler w/ hydraulic impact wrench and hot line tools/rubber goods/chain saws	\$33.66		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00
12	Bucket Truck 65 foot w/ hydraulic										

Sunday Work			Holiday Work			Strom Duty		
Est Hours	Cost	Unit Price	Est Hours	Cost	Unit Price	Est Hours	Cost	Unit Price
		\$153.41			Same			Same
		\$138.99			Same			Same
		\$148.98			Same			Same
		\$0.00			Same			Same
		\$0.00			Same			Same
	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	
	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	
	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	
	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	
	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	
	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	

13	Impact wrench and hot line tools/rubber goods/chain saws	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Bucket Truck 65 foot Material Handler w/ hydraulic impact wrench and hot line tools/rubber goods/chain saws	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

14	Bucket Truck 75 foot w/ hydraulic impact wrench and hol line tools/rubber goods/chain saws	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
15	Bucket Truck 75 foot Material Handler w/ hydraulic impact wrench and hol line tools/rubber goods/chain saws	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
16	Bucket Truck 100 foot w/ hydraulic impact wrench and hot line tools/rubber goods	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
17	Bucket Truck 100 foot Material Handler w/ hydraulic impact wrench and hot line tools/rubber goods	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Foreman Pickup	\$25.61		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	9" Klein Wire Cutters	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20	12" Crescent Wrench	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	10" Crescent Wrench	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Speed Wrench 3/4" & 5/8"	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
23	Speed Wrench 3/4" & 11/16"	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
24	Speed Wrench 3/4" & 9/16"	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	Channel Lock	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
26	Lowell Wrench	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
27	Flat Head Screw Driver	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28	Phillips Head Screw Driver	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
29	Jack - Large	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30	50' x 5/8" Handline	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
31	Wire Grip W - 50	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
32	Wire Grip W - 40	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
33	Wire Grip W - 30	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
34	Insulated Jack Link	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
35	Bolt Bitter	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
36	Yellow Ratchet Cutter	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
37	Chain Cutter	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
38	MD-6 Squeeze Tool	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
39	MD - 6 Dies (Whole set)	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40	Wej Tap Tool	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41	Y-35 B16 Squeeze	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
42	Y-35 Dies	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
43	Granny Stick	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
44	4' Shot Gun Stick	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

45	8' Shot Gun Stick	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
46	20" Fuse Stick	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
47	Tag Sticks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
48	80' Ropes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
49	Transformer Sling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50	Pole Sling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51	Chain Jack	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
52	Guy Grip (Haven)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
53	Pullin Eye	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
54	Wire Brush	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
55	6' Folding Ladder	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
56	Allen Wrench	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
57	25' Tape Measure	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
58	Volt/Amp Meter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59	Rotation Meter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	Proximity Meter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
61	Line Hoses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62	Blankets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
63	Split Blankets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
64	Mechanical Jumper	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
65	Temp Cut Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
66	Insulated Hood Cover	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
67	Elbow Puller	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
68	Rope Blocks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
69	Ciro Press Tool	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
70	Hydraulic Drill/Impact Wrench	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
71	Chain Saw	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
72	8 Point Impact Socket 5/8"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into a agreement with Wal-Mart to cost share the design and construction of a new substation (Substation "J") in order to serve a future expansion at the David Glass Technology Center.

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



M E M O R A N D U M

DATE: March 28, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: Developer's Agreement – "J" Sub - WMT

The Electric Department recommends entering into a developer's agreement with Wal-Mart for the design and construction of a new substation (Substation "J") to accommodate the planned expansion of the David Glass Technology Center (DGTC).

The DGTC has plans to expand their server area, therefore increase the required electric load. In order to serve the proposed total load and provide the desired back-up capabilities, a new substation is required. Currently the DGTC is fed from Substation "H" located on Moberly Ln. In addition to the DGTC, there is other non-WMT load on Substation "H". The plan is to move all the non-WMT load to Substation "J" and provide enough capacity for a backup from a separate substation to the DGTC. Substation "H" will become the primary source and the initial backup for the DGTC. Using Substation "J" as the primary source for all the non-WMT load and the tertiary back up for the DGTC will reduce the exposure for WMT and allow Bentonville the ability to switch electric load during maintenance operations or in an emergency.

The design and costs will be split 50/50 between the City and WMT. This agreement details the breakdown of the costs and the delineation of the ownership of electric equipment.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2017 (the "Effective Date"), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 117 West Central, Bentonville, Arkansas 72712 ("City") and WAL-MART STORES, INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 ("Wal-Mart"). City and Wal-Mart shall collectively be referred to herein as the "Parties."

W I T N E S S E T H

WHEREAS, Wal-Mart is the owner of certain property in the City of Bentonville, County of Benton, State of Arkansas, as more completely described in Exhibit "A" attached hereto and made a part hereof (the "Wal-Mart Property"); and

WHEREAS, Parties have entered into that certain Development Agreement dated as of May 9, 2005, concerning the construction of the electric substation known as Substation H (the "Substation H Agreement"), the connection of which to the Wal-Mart Property (the "Substation H Connection") provides constant and exclusive use of electricity to the Wal-Mart Property; and

WHEREAS, Wal-Mart has entered into a contract to purchase certain real property in the City of Bentonville, County of Benton, State of Arkansas, a portion of which is generally depicted on Exhibit "B" attached hereto and made a part hereof ("Substation J Property"); and

WHEREAS, City and Wal-Mart desire City to construct a new electrical and distribution substation to be known as Substation J ("Substation J") on the Substation J Property to provide electricity for City and Wal-Mart pursuant to the terms hereof; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their mutual responsibilities and obligations herein.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Substation J Property. Wal-Mart shall use commercially reasonable efforts to acquire the Substation J Property, which City acknowledges and agrees that the seller of the Substation J Property may require additional real property ("Additional Wal-Mart Property") be included in the acquisition by Wal-Mart in addition to the Substation J Property. Unless this Agreement is terminated as provided herein, within thirty (30) days following the Bid Approval Date (as defined herein), Wal-Mart shall convey to City the Substation J Property by special warranty deed, in the form attached hereto as Exhibit "C" as described herein. Wal-Mart shall use commercially reasonable efforts to complete the purchase of the Substation J Property by March 31, 2017. In the event Wal-Mart fails to complete the purchase of the Substation J Property by March 31, 2017, Wal-Mart, in Wal-Mart's sole discretion, may terminate this Agreement.

2. Project Bid. Within ~~ten~~forty-five (~~10~~45) days following the Effective Date, City shall engage engineering and other third party consultants deemed necessary to provide engineering and construction bids for the total cost of constructing Substation J, including any and all equipment located on the Substation J Property and acquisition of necessary easements (excluding the fair market value of any easements necessary, if any, on the Additional Wal-Mart Property) for the Substation J Connection (the "Project Bid") and provide a copy of the Project Bid to Wal-Mart. Unless this Agreement is terminated as provided below, the Parties shall review and approve the Project Bid within thirty (30) days following receipt ("Bid Approval Date"). In the event the Project Bid is not approved by the Parties for any reason, this Agreement shall terminate unless otherwise agreed between the Parties. Notwithstanding the above, in the event the Project Bid plus the Project Costs Credit (as defined herein) exceeds Nine Million and No/100 Dollars (\$9,000,000.00), the Parties shall have the right to terminate this Agreement upon written notice within thirty (30) days following receipt of the Project Bid.

3. Substation J Construction. Unless this Agreement is otherwise terminated as provided above, commencing on the Bid Approval Date and no later than the Completion Date (as defined herein)(the "Construction Term"), City shall construct and thereafter maintain Substation J on the Substation J Property to provide electricity for the use by City and to ~~provide~~reserve no less than twenty-four (24) megawatts of electricity capacity for Wal-Mart's use. City shall proceed to construct Substation J according to the most practical construction schedule, and complete construction of Substation J on or before December 31, 2018 (the "Completion Date"). The construction of Substation J shall be performed and administered by City according to the requirements of applicable law regarding construction projects funded with City funds, including but not limited to all open bidding laws. City agrees to obtain separate bids for the construction of Substation J, which bids shall provide for completion of Substation J by the Completion Date.

4. Project Costs. Wal-Mart shall be entitled to a credit towards Wal-Mart's obligations to pay certain Project Costs (as defined herein) in an amount equal to the purchase price for the Substation J Property (calculated by determining the pro rata share of the purchase price for the Substation J Property and any Additional Wal-Mart Property on a price per square foot basis), plus due diligence and closing costs, and the fair market value of any Wal-Mart Property Easements (as defined herein)("Project Costs Credit"). City shall pay all Project Costs up to an amount equal to the Project Costs Credit ("Initial City Funding"). Thereafter, City shall pay all remaining Project Costs ("Remaining Project Costs") and be reimbursed by Wal-Mart for fifty percent (50%) of such Remaining Project Costs as follows (collectively the "Subsequent Wal-Mart Contributions"): (i) upon commencement of construction and expenditure of the Initial City Funding, Wal-Mart shall pay City an amount equal to twenty-five percent (25%) of the difference between the Project Bid less the Project Costs Credit, and (ii) upon completion and full operation of Substation J, Wal-Mart shall pay to City twenty-five percent (25%) of the difference between the Project Bid less the Project Costs Credit. In no event shall the sum of the Project Costs Credit and Wal-Mart's portion of the Remaining Project Costs (collectively, the "Wal-Mart Contribution") exceed Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00). Notwithstanding anything contained herein, in the event Project Costs are less than the Project Bid amount, upon completion of the construction of Substation J and the

Substation J Connection, City shall reimburse Wal-Mart for any Subsequent Wal-Mart Contributions paid by Wal-Mart exceeding fifty percent (50%) of the difference between the Project Costs less the Project Costs Credit. The Parties hereby expressly agree that the Wal-Mart Contribution shall not be used for any other costs and expenses other than the Project Costs and construction of Substation J on the Substation J Property. The Subsequent Wal-Mart Contributions shall be kept in an account, by the City, dedicated solely for expenditures of the Project Costs. The term "Project Costs" shall mean and include an amount equal to the total costs and expenses related to the construction of Substation J, including costs related to obtaining the Project Bid, the Substation J Connection, Substation J Stepdown Transformers, and any other equipment thereon, excluding costs included in the Project Costs Credit.

5. Substation J Connection and Maintenance. During the Construction Term, City shall install (i) conduit and 12.47 Kilovolt equipment to connect Substation J to two (2) stepdown distribution transformers (the "Substation J Stepdown Transformers") upon the Wal-Mart Property (the "Substation J Connection") and (ii) the Substation J Stepdown Transformers. The Substation J Connection and Substation J Stepdown Transformers shall be of a quality to allow constant transmission or conveyance of the required voltage and ampacity of electricity to the Wal-Mart Property, the location of which shall be approved by Wal-Mart. ~~The City shall maintain Substation J. The Substation J Stepdown Transformers and any and all portions of the Substation J Connection upon and across the Wal-Mart Property and Additional Wal-Mart Property shall be placed at locations and depths mutually agreed upon by Parties. Wal-Mart shall grant easements (the "Wal-Mart Property Easements", which shall further include such easements referenced in Section 8 below) to City for purposes of and City shall be responsible for the installation and, maintenance, repair and replacement of the Substation J Stepdown Transformers, automatic transfer switches, junction boxes, metering equipment, and the portions of the Substation J Connection upon the Wal-Mart Property and Additional Wal-Mart Property (the "Wal-Mart Property Easements"). Wal-Mart shall be responsible for the installation, maintenance, repair and replacement of the secondary connection to the Substation J Stepdown Transformers and wire from the secondary connection into Wal-Mart's facility. City shall connect electric lines to the secondary side of the load Substation J Stepdown Transformers. City shall provide notice to Wal-Mart prior to City's commencement of any work within the Wal-Mart Property Easements, and a designated representative of Wal-Mart shall be present prior to and during any work performed by City within the Wal-Mart Property Easements. Excluding any Wal-Mart Property Easements as described above, the City shall acquire all necessary rights of way and easements for the portion of the Substation J Connection between Substation J and the Wal-Mart Property. If City shall be unable to acquire such necessary rights of way and easements for the amount budgeted in the Project Costs, City shall exercise its right of eminent domain to acquire all necessary rights of way and easements between Substation J and the Wal-Mart Property. City hereby agrees that Substation J Stepdown Transformers and any portion of the Substation J Connection upon the Wal-Mart Property and Additional Wal-Mart Property shall remain free of any lien of any character or nature whatsoever.~~

6. Compliance by City. City shall cause such action necessary and required to be taken to be in full compliance and meet all requirements set forth in applicable codes, laws, and ordinances, including, without limitation, those required by city, county, state, and federal governmental authorities.

7. Substation H and Substation J Use. Parties agree that Substation J and the Substation J Connection shall be for use by City and Wal-Mart; provided, however, such use by Wal-Mart shall be as needed and in addition to Wal-Mart's existing and ~~exclusive~~ primary use of Substation H. City may, upon five (5) days' prior notice to Wal-Mart, temporarily transfer Wal-Mart's use of Substation H to Substation J, or Substation J to Substation H, for purposes of required maintenance or testing to Substation H or Substation J, as applicable, for such a time required to complete such maintenance or testing. ~~In Notwithstanding the above, in~~ in the event of an emergency requiring the City's usage of Substation H or Substation J, City may transfer Wal-Mart's use to Substation J ~~upon reasonable~~ or Substation H, as applicable, without prior notice to Wal-Mart.

8. Substation H Use Connection and Maintenance. Parties hereby agree that this Agreement shall supersede and replace the Substation H Agreement. Parties further agree that ~~Substation H shall continue to be the primary power source to the Wal-Mart Property and that Wal-Mart shall continue to have exclusive use of Substation H, which shall, at all times, provide no less than twenty-four (24) megawatts of electricity capacity, except as expressly set forth in Section 7 above, the Wal-Mart Property shall receive primary electric service from Substation H and that no other party, commercial, residential or otherwise shall receive primary electric service from Substation H. The Parties acknowledge and agree that City has previously installed (i) conduit and 12.47 Kilovolt equipment to connect Substation H to two (2) stepdown distribution transformers (the "Substation H Stepdown Transformers") upon the Wal-Mart Property (the "Substation H Connection") and (ii) the Substation H Stepdown Transformers. The Substation H Connection and Substation H Stepdown Transformers shall allow constant transmission or conveyance of the required voltage and ampacity of electricity to the Wal-Mart Property. The City shall maintain Substation H. The Substation H Stepdown Transformers and any and all portions of the Substation H Connection upon and across the Wal-Mart Property are currently in locations and depths mutually agreed upon by Parties. Wal-Mart shall grant easements to be included in the "Wal-Mart Property Easements" as defined above, to City for purposes of and City shall be responsible for the installation, maintenance, repair and replacement of the Substation H Stepdown Transformers, automatic transfer switches, junction boxes, metering equipment, and the portions of the Substation H Connection upon the Wal-Mart Property. Wal-Mart shall be responsible for the installation, maintenance, repair and replacement of the secondary connection to the Substation H Stepdown Transformers and wire from the secondary connection into Wal-Mart's facility.~~

9. Performance by City. Notwithstanding anything herein contained to the contrary, if in the reasonable opinion of Wal-Mart, City has not commenced or is not proceeding with due diligence to perform its obligations hereunder in a workmanlike manner according to the provisions of this Agreement, then Wal-Mart shall notify City in writing, in accordance with this Agreement, of such default, specifying the nature and circumstances of the default with particularity. If City shall continue to be in default under any of the provisions of this paragraph for ~~thirtysixty (3060)~~ thirtysixty (3060) days, or in the event that such default may not be reasonably cured within ~~thirtysixty (3060)~~ thirtysixty (3060) days, such additional time as is necessary to cure such default, or if City has failed to proceed with due diligence to cure such default, then Wal-Mart shall have the right at its sole election and upon ~~seventwenty-one (721)~~ seventwenty-one (721) days advance written notice to City, to: (i) enter

upon and perform the defaulted obligations of City ~~or~~, (ii) terminate this Agreement as provided herein and City shall refund to Wal-Mart an amount equal to the Wal-Mart Contribution (as defined herein) including the Project Costs Credit, made or paid by Wal-Mart as of the date of such termination, or (iii) pursue all such other rights or remedies at law.

10. Insurance by City. City shall purchase and maintain, or cause its general contractor, construction representative, or subcontractors to purchase and maintain, such insurance to protect City and Wal-Mart from claims set forth below which arise out of, or result from, City's operations under and performance of this Agreement, whether such operations or performance are by City, its general contractor or any subcontractor, or by anyone directly employed by City, or by anyone for whose acts or omissions City may be liable:

- (a) Claims under worker's or workmen's compensation disability benefits or other similar employee benefit acts;
- (b) Claims for damages because of bodily injury, occupational sickness, disease or death of its employees;
- (c) Claims for damages because of bodily injury, sickness, disease or death of any person other than employees;
- (d) Claims for damages insured by usual personal liability coverage which are sustained (i) by any person as a result of any offense directly or indirectly related to employment of such person by City or (ii) by any other person;
- (e) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom; and
- (f) Claims for damages because of bodily injury or death of any person or personal property damage arising out of the ownership, maintenance, or use of any motor vehicle.

City shall purchase and maintain property insurance against the perils of fire and extended coverage and shall include "all risks" insurance, physical loss or damage including, without duplication of coverage, theft and malicious mischief coverage on all of the site work or buildings and/or materials and equipment stored on site, or in transit at such time as those items are included in an application for payment described herein. All policies shall require full replacement value (as applies to the progress of site work and/or construction). Wal-Mart shall be provided proof of all policies required herein, and such policies shall name Wal-Mart as an additional insured and third party beneficiary. City shall require that any independent contractors or any party performing City's obligations hereunder fully comply with all terms and provisions of this Section.

11. No Implied Obligation. It is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either expressed or implied, to either

commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Wal-Mart Property.

12. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested and postage prepaid, or reputable overnight delivery service with proof of delivery, addressed as follows:

If to City: Travis Matlock, PE
Engineering Director
City of Bentonville
608 SE 3rd Street
Bentonville, Arkansas 72712

With a copy to: Camille Thompson
City Attorney
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

If to Wal-Mart: Wal-Mart Stores, Inc.
2001 S.E. 10th Street
Bentonville, Arkansas 72716
Attn: Josh Tuberville

With a copy to: Kutak Rock, LLP
234 E. Millsap, Suite 200
Fayetteville, Arkansas 72703
Attn: Terry W. Pool

Notice shall be deemed to have been given upon receipt. Refusal of delivery for any reason shall be deemed receipt.

13. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

14. No Partnership. This Agreement does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

15. Binding. It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

16. Choice of Law; Forum. This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in U.S. District Court for the Western District of the State of Arkansas.

17. Storm Water Compliance. In exercising any rights and privileges under this Agreement, Parties shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements"). In addition to any other provisions of any Storm Water Requirements, in the event City, in exercising any rights and privileges under this Agreement, requires the development and/or use of borrow, material, equipment or waste storage sites, City agrees it shall, prior to the development and/or use of such sites, obtain any permits or approvals necessary for the legal use of such sites, and shall also comply with all laws, regulations and permit conditions applicable to such sites.

18. Immigration. City shall (i) comply in all respects with all immigration laws, statutes, rules, codes, and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Wal-Mart's employees, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. City shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of City or any of its employees. City shall, on a bi-annual basis during the term of this Agreement, conduct an audit of the I-9 Forms for its employees and shall promptly correct any defects or deficiencies which are identified as a result of such audit. Wal-Mart may, in its sole discretion, terminate this Agreement immediately if, at any time during the term, (x) City violates or is in breach of any provision of this Section or (y) the USCIS determines that City has not complied with any of the immigration laws, statutes, rules, codes, and regulations of the United States. City shall require all subcontractors, independent contractors, or any party performing City's obligations hereunder to comply with the covenants set forth in this Section.

19. Entire Agreement. This Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arm's length negotiations. This Agreement supersedes any prior agreements between the parties concerning Substation J or the Substation J Property, and no oral statements,

representations or prior written matter relating to the subject matter hereof, but not contained in this Agreement, shall have any force or effect. ANY REPRESENTATION OF WAL-MART'S AGENTS OR ANY THIRD PARTY WHICH IS NOT INCORPORATED IN THIS AGREEMENT SHALL NOT BE BINDING UPON WAL-MART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. This Agreement shall not be amended or added to in any way except by written instruments executed by both Parties and their respective successors in interest.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed on the date above written.

CITY

CITY OF BENTONVILLE,
ARKANSAS

By: _____
Name: _____
Title: _____

WAL-MART

WAL-MART STORES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

WAL-MART PROPERTY

Lot 1

Lot 1, WALMART ISD, to the City of Bentonville, Benton County, Arkansas, as recorded in Plat Book 4, at page 305 in the Office of the Clerk and Recorder of Benton County, Arkansas, less that portion of said Lot 1 described in Quit Claim Deed Document Number 00-62739 to the City of Bentonville, Arkansas, also described by metes and bounds as follows:

Commencing at the Northwest Corner of the Northeast Quarter (1/4) of the Southwest Quarter (1/4) of Section 33, Township 20 North, Range 30 West, Benton County, Arkansas; thence South 87°20'41" East 565.87 feet along the North line of said Northeast Quarter (1/4) to a found 5/8 inch rebar with cap LS 1466 on the North line of said Lot 1, and at the Northeast Corner of said Quit Claim Deed, for the Point of Beginning; thence continuing South 87°20'41" East along the North line of said Northeast Quarter (1/4) and the North line of said Lot 1, 1508.32 feet to a found 5/8 inch rebar on the West Right-of-Way line of Interstate 540; thence South 38°10'37" West along said Right-of-Way line 293.37 feet (292.32 feet record) to a found aluminum cap Right-of-Way Monument; thence continuing along said West Right-of-Way South 33°49'09" West 216.54 feet to a found aluminum cap Right-of-Way Monument; thence South 25°55'07" West 272.77 feet to a point from which a found Right-of-Way post and sign bears South 81°15'34" West 0.78 feet; thence South 16°06'27" West 283.38 feet to a found aluminum cap Right-of-Way Monument; thence South 11°12'28" West 304.55 feet to a set 5/8 inch rebar with cap LS 1496 on the North Right-of-Way line of the Arkansas Missouri Railroad as described in Deed Book "U" at page 623; thence North 81°12'27" West along said North Right-of-Way line 241.20 feet to a set 5/8 inch rebar with cap LS 1496; thence continuing along said North Right-of-Way 322.15 feet along a curve to the right, having a radius of 940.00 feet, through a central angle of 19°38'09", and having a chord which bears North 71°00'16" West, a chord distance of 320.57 feet to a set 5/8 inch rebar with cap LS 1496; thence North 60°17'05" West 1015.80 feet to a set 5/8 inch rebar with cap LS 1496; thence 90.53 feet along a curve to the left, having a radius of 1709.44 feet, through a central angle of 03°02'04", and having a chord which bears North 62°13'38" West, a chord distance of 90.52 feet to a set 5/8 inch rebar with cap LS 1496 on the East Right-of-Way line of Moberly Lane; thence North 02°28'59" East along said East Right-of-Way line 604.92 feet to a set 5/8 inch rebar with cap LS 1496 on the South line of said Quit Claim Deed; thence South 87°20'40" East along said South line 20.10 feet (20.22 feet record) to a set 5/8 inch rebar with cap LS 1496; thence continuing along said South line South 80°04'10" East 105.84 feet to a set 5/8 inch rebar with cap LS 1496; thence South 87°35'41" East 404.11 feet (404.44 feet record) to a set 5/8 inch rebar with cap LS 1496; thence North 02°21'18" East 41.64 feet to the Point of Beginning and containing 1,733,883 square feet or 39.8045 acres, more or less. Subject to any and all Easements, Covenants, Restrictions, or Rights-of-Way of record or fact.

North Parking Lot

A part of the E1/2 of the NW1/4 of Section 33, Township 20 North of Range 30 West, Benton County, Arkansas, and being more particularly described as follows;

Commencing at the NW corner of the NE1/4 of the SW1/4 of said Section 33; Thence N49°45'32"E for a distance of 44.93 feet to a found iron pin on the Eastern R.O.W. line of Moberly Lane for the true POINT OF BEGINNING of the hereinafter described tract; Thence coincident with said Eastern R.O.W. Line, N02°37'22"E for a distance of 136.59 feet to a found iron pin; Thence continuing along said Eastern R.O.W. line, N02°26'08"E for a distance of 1390.34 feet to a found iron pin on the Southern boundary line of the Parkcrest Addition to the City of Bentonville; Thence coincident with said Southern boundary line, S87°06'36"E for a distance of 808.43 feet to a found iron pin on the Western boundary line of Pleasant View Estates (Block 3); Thence coincident with the Western boundary line of Pleasant View Estates (Blocks 3, 9 and Phase 5), S02°30'35"W for a distance of 1,554.19 feet to a found iron pin on the Southern Line of the SW1/4 of said Section 33; Thence coincident with said Southern Line, N87°20'41"W for a distance of 274.01 feet to a found iron pin on the Eastern R.O.W. line of S.E. 8th Street; Thence coincident with said Eastern R.O.W. line, N02°26'07"E for a distance of 8.69 feet to a found iron pin on the Northern R.O.W. line of S.E. 8th Street; Thence coincident with said Northern R.O.W. line, N87°33'53"W for a distance of 324.79 feet to a found iron pin; Thence continuing along said Northern R.O.W. line, N80°02'22"W for a distance of 182.07 feet to a found iron pin; Thence continuing along said Northern R.O.W. line, N87°22'38"W for a distance of 27.54 feet to the POINT OF BEGINNING, containing 1,249,338 square feet or 28.68 acres more or less. Subject to all existing easements, covenants, restrictions, or rights-of-way, whether of record or prescription.

EXHIBIT "B"

SUBSTATION J PROPERTY

Tract J of the Replat Lot Split of Tract F of Henry C. Browne Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record 2004 at page 924.

Document comparison by Workshare Professional on Wednesday, March 15, 2017 12:37:52 PM

Input:	
Document 1 ID	netdocuments://4810-8909-9815/10
Description	Development Agreement - Wal-Mart Stores, Inc. - City of Bentonville (Substation J)
Document 2 ID	netdocuments://4810-8909-9815/11
Description	Development Agreement - Wal-Mart Stores, Inc. - City of Bentonville (Substation J)
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved-deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	38
Deletions	18
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	58

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH WAL-MART STORES, INC.**

**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 a Development Agreement with Wal-Mart Stores, Inc. for the development of Electric Substation J and associated facilities as more particularly described in the in Exhibit "A" attached hereto.

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 _____, 2017.

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:

March 28, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Staff recommends to the Mayor and City Council approve the change order to the materials contract with Dis-Tran in the amount of \$45,158.54.

COST TO CITY:

Cost of this Request: \$45,159

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	417,201
Funds Expended to Date		
Remaining Budget		417,201
Budget Adjustment		-
Remaining After Adjustment	\$	417,201

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: March 28, 2017

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Change Order – Dis-Trans – Steel Poles on 8th Street.

The Electric Department recommends approval of the change order to the Dis-Trans bid award of the steel poles for the 8th St. widening project for \$45,158.54.

On 12/13/16, City Council awarded the bid for the 8th St. steel poles and transmission materials for \$417,201.00 for Dis-Trans. As Dis-Trans completed the design calculations for the structures, Dis-Trans identified 6 structures (Pole #4, 14, 15, 30, 31 and 71) in their final design calculations that would have diameters at the proposed arm elevations that would be greater than 20". Based on BEUD's electrical requirements in the steel pole spec (20" diameter limit), Dis-Trans asked for clarification if these structures had to still meet this criteria. BEUD indicated that all poles needed to meet the 20" diameter limit at arm elevation, because there was no tolerance to this electrical requirement (i.e. the spacing of the power line to the steel pole).

This direction was provided to Dis-Trans and their final design calculations were adjusted to include davit arms for these steel poles.



P.O. Box 5109 • Alexandria, LA 71307-5109 • 318.448.0274

CHANGE ORDER REQUEST 5199-COR2

Page 1 of 2

COR DATE: 3/2/2017
APPROVE BY DATE: 3/3/2017
DIS-TRAN PROJECT NUMBER: 5199-COR2
CUSTOMER ORDER NUMBER: PO #074399
PAYMENT TERMS: NET 30 DAYS
FREIGHT TERMS: ALLOWED

SOLD TO:

THE CITY OF BENTONVILLE
117 W. CENTRAL AVENUE
BENTONVILLE, AR 72712

MARK:

69/12kV 8th Street Substation T-Line
Material and Poles
CITY OF BENTONVILLE AR
608 SE 3RD STREET
BENTONVILLE, AR 72712

***This is a Change Order Request, (COR), DIS-TRAN Packaged Substations will not proceed with engineering, procurement, or delivery of listed items until written acceptance of this COR from customer is returned by acknowledgment below. Please issue a revised or new PO to support this COR. ***

ITEM NO	QTY	DESCRIPTION OF MATERIALS OR SERVICES	CATALOG	MFG
10	1	STR4-12.5-YY (50FT) FOUNDATION STEEL POLE *ADDITION OF DAVIT ARMS	APPX WT = 2,270 LBS	DIS-TRAN
11	1	TD-XX-12.5-YY (55FT) FOUNDATION STEEL POLE *ADDITION OF DAVIT ARMS	APPX WT = 2,269 LBS	DIS-TRAN
14	2	TERM-12.5-YY (40FT) FOUNDATION STEEL POLE *ADDITION OF DAVIT ARMS	APPX WT = 2,361 LBS	DIS-TRAN
15	2	TERM-12.5-YY (45FT) FOUNDATION STEEL POLE *ADDITION OF DAVIT ARMS	APPX WT = 2,361 LBS	DIS-TRAN

TOTAL COR AMOUNT	\$45,158.54
-------------------------	--------------------

****THIS ITEM WILL BE BILLED WITH THE DELIVERY MILESTONE****

Project Manager: Deleon, Levi

Email: levi.deleon@distran.com

COR Prepared By: Deleon, Levi

COR Approved By: Perry, David

With formal acceptance of COR by 3/3/2017 delivery will be 4/28/2017.

Authorized Signature
The City of Bentonville

Name: _____
Title: _____
Date: _____

Authorized Signature
DIS-TRAN Packaged Substations, LLC

Name: _____
Title: _____
Date: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 22, 2017

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the attached change to the City's 2017 Pay Plan to adopt "Additional Pay" (Add-Pay) for specifically identified maintenance skills that are either mandated by law or by economic necessity. The City has been struggling with recruiting candidates with these specific skills (licenses/certifications/permits/training) to fill openings and/or to encourage existing staff to acquire these licenses, certifications, permits, or training. Not having these necessary capabilities will require the City of contract with outside service providers at significantly more money than these proposed add-pays.

COST TO CITY:

Cost of this Request: 30,000.00 Annually

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Parks Maintenance & Public Works Ad-Pays

Parks Maintenance

<u>Position Title</u>	<u># Incumbents</u>	<u>Add-Pay Amount</u>	<u>2017 Cost</u>
Master Electrician	0	\$150.00/pp	\$0
Journeyman Electrician	0	\$50.00/pp	\$0
Master Plumber	1	\$150.00/pp	\$3,900.00
Journeyman Plumber	0	\$50.00/pp	\$0
Certified Arborist	0	\$100.00/pp	\$0
Certified Chemical Applicator	2	\$100.00/pp	\$5,200.00
Certified Facility Manager	1	\$35.00/pp	\$910.00
Certified Playground Safety Inspector	2	\$35.00/pp	\$1,820.00
Aquatics Facility Operator/Certified Pool Operator	6	\$35.00/pp	\$5,460.00

Public Works Maintenance

<u>Position Title</u>	<u># Incumbents</u>	<u>Add Pay Amount</u>	<u>2017 Cost</u>
Master Electrician	1	\$150.00/pp	\$3,900.00
Journeyman Electrician	0	\$50.00/pp	\$0
Master Plumber	0	\$150.00/pp	\$0
Journeyman Plumber	0	\$50.00/pp	\$0
Certified Chemical Applicator	0	\$100.00/pp	\$0

Total: \$30,000 annually

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING CERTAIN AMENDMENTS
TO THE PAY PLAN FOR THE CITY OF BENTONVILLE,
ARKANSAS.**

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

Section 1: That certain amendments to the City of Bentonville Pay Plan, incorporating certain Add-Pays for the Parks and Public Works Maintenance Departments, should be and the same are hereby approved, as attached hereto as Exhibit "A"

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	17-07
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2017

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council award bid # 17-07 (\$23,472.06) to Honda of Russellville to purchase a Utility Task Vehicle (UTV) to be utilized on the trail system.

COST TO CITY:

Cost of this Request: \$23,472

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Denise Land, Finance Director, Kathy Bertschy, Purchasing Agent
Date: March 28, 2017
Re: Award Bid # 17-07

Fire Department Staff recommends Council award bid # 17-07 for the purchase of a Utility Task Vehicle (UTV).

Cost of the vehicle not to exceed \$23,472.06 including tax and delivery.

This vehicle is for the trail system in Bentonville, with primary focus on the Coler Bike Trails.

The Walton Foundation has given a grant for \$12,500.00 to assist in the purchase of this vehicle.

Bid #17-07
3/16/2017 14:00
City of Bentonville Fire Department

Vendor	Bid Submitted
Honda of Russellville Russellville, AR	\$ <u>23,472.06</u>
Rainbow Honda Benton, AR	\$ <u>25,395.90</u>
Heartland Honda Springdale, AR	\$ <u>26,284.38</u>

These bids are for one (1) 2017 Utility Task Vehicle for the Fire Emergency Services to respond to calls along the City of Bentonville Trail System. Recommendation of award to Honda of Russellville in an amount not to exceed \$23,472.06.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into an Utility Agreement with the Arkansas State Highway Commission for preliminary engineering services associated with AHTD Project No. BB0903 Interstate 49 and Hwy 71B Interchange Improvements.

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: Mike Bender

CC:

Date: March 20, 2017

Re: Arkansas State Highway Commission Utility Agreement for Engineering for
AHTD Project BB0903, I-49 / Hwy 71 Interchange Improvements

This memo addresses three Council items:

1. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an Utility Agreement with Arkansas State Highway Commission for preliminary engineering associated with AHTD's Project No. BB0903 I-49 & Hwy 71B Interchange Improvements.
2. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI not to exceed \$37,700.00 for preliminary engineering services associated with AHTD's project described above.
3. Budget adjustment to front full costs of engineering contract.

This AHTD project includes constructing a single point urban interchange at the SE Walton (Hwy 71B) and I-49 interchange and widening Hwy 71B from I-49 west to SE Riviera Road. The City has water infrastructure located within the proposed rights-of-way and as such will be required to relocate outside the rights-of-way. Based on preliminary investigations, approximately 92.31% of the engineering and construction costs will be reimbursable. This reimbursement factor will most likely change as the project progresses to detail design followed by actual construction.

Staff has selected CEI for engineering services for this project. This agreement will authorize design services but will not authorize the construction phase services. Design services shall not exceed \$37,700.00. This will be brought back to Council once we receive bids for the project and move into construction.

A budget adjustment in the amount of \$37,700.00 will be needed to front the costs.

This project is a little unusual as compared to traditional relocation projects in that after the project is complete, Hwy 71B from the interchange west to SW Regional Airport Blvd. (Hwy 12) will be turned over to the City. This will allow some flexibility in the utility relocation not usually available with such projects.

Thank you for your consideration of this request.

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

Scott E. Bennett, P.E.
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

March 10, 2017

Mike Bender
City of Bentonville
305 SW "A" St.
Bentonville, AR 72712

RE: Job BB0903 (Utilities)

Dear Mr. Bender:

Enclosed are the original and one (1) copy of the Department's standard Preliminary Engineering Agreement covering the eligible reimbursable work to be performed by CEI Engineers. Reimbursement will be on the basis of an actual cost payment.

Please return the original signed and witnessed. The extra copy is for your file. At this time please return one (1) copy of the executed contract between you and your consultant.

Your consultant should not begin work until you receive authorization from this office.

Sincerely,



Chad Coats
Utility Coordinator
Utilities Section
Right of Way Division

Enclosures

Cc: Aaron Smith, CEI Engineers
"C" File

COST ESTIMATE AND CHECK LIST FOR PE AGREEMENT PREPARATION

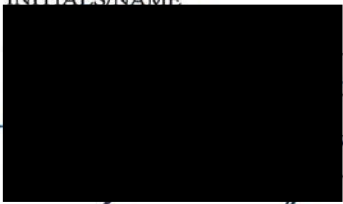
UTILITY NAME: Bentonville Water JOB: BB0903

- | | YES | NO |
|--|-------------------------------------|-------------------------------------|
| 1. Time required to start and complete design.
Start <u>14</u> Days Complete <u>60</u> Days | ☒ | ☐ |
| 2. Have arbitrary percentages or amounts been
included in this cost estimate? | ☐ | ☒ |

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPT.
R E C E I V E D

MAR 07 2017

RIGHT OF WAY DIVISION

REVIEW COMPLETED BY	INITIALS/NAME	DATE
Utility Coordinator		<u>3/2/17</u>
<i>For</i> Staff Utility Coordinator		<u>3-7-17</u>
Utilities Section Head		<u>3-7-17</u>
Right of Way Division Head		<u>3/10/17</u>

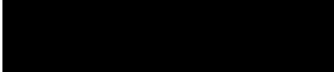
dt
JK

INTEROFFICE MEMORANDUM

March 1, 2017

TO: Gene Kuettel, Utilities Section Head, Right of Way Division
FROM: Chad Coats, Utility Coordinator, Right of Way Division
SUBJECT: PE Cost Analysis

Bentonville Water has requested to use Aaron Smith of CEI Engineers to perform the engineering of the water line relocation. CEI Engineers submitted a cost estimate for preliminary engineering on AHTD Job # BB0903 for \$37,700.00. There is approximately 975 ft to be relocated. Preliminary cost estimate based on field review is \$497,290.00. This would put the design cost of \$37,700.00 at 7.6%. Based on the scope of the project and the computed percentage of cost, this estimate preliminary engineering amount is justifiable.



ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Job No. BB0903 (Utilities) FAP No. BIM-B49-0(212)
Job Location Hwy. 71B Intchnng. Utility Owner Bentonville Water
Impvts. (S)
Route 49 Section 29 Consultant CEI Engineers
County Benton

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas State Highway and Transportation Department, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department" and the **Bentonville Water** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

(1). The Department proposes to make highway improvements and the Owner is required to adjust or relocate its facilities, as necessary, to clear highway construction.

(2). The Owner is not adequately staffed to carry out the necessary preliminary engineering and has requested the services of the licensed engineering company of **CEI Engineers** to perform the following services.

- (a) Make all necessary field surveys and investigations and subsequently prepare complete plans, estimate of costs, and construction specifications.
- (b) Furnish four (4) copies of plans, specifications, etc. for Department review and approval.
- (c) If construction work is to be performed by other than Owner's forces, prepare all necessary documents to secure bids and let a contract for the proposed work.
- (d) Conduct bid opening and complete contract documents.

(3) The Owner has entered into a contract with the consultant, subject to the Department's approval, and has furnished a copy which is attached and made part of this agreement. The estimated costs are not to exceed **\$37,700.00**.

(4a) The cost of preliminary engineering services shall be eligible for **actual cost** reimbursement from the Department at the same ratio as the adjustment of Owner's facilities are eligible.

(4b) Owner agrees to retain cost records and accounts for inspection and audit for a period of three (3) years from the date of final payment.

(5) The consultant shall begin work **14 calendar** days after receiving written authorization from Owner and complete **60 calendar** days thereafter.

(6) The Department may suspend or cancel the work under this contract at any time. Reimbursement will be made, in a proportionate amount, for any services performed by the consultant prior to the receipt, by the Owner, of written notice of cancellation.

(7) 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.

(8) This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

(9) 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.

(10) Subject to the terms and conditions herein, neither the Owner nor the Department 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.

Bentonville Water

ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

Name (Typed or Printed)

(For) Director of Highways &
Transportation

Title

Right of Way Division Head

Signature

Section Head-Utilities Section

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)

Title

Signature

Coats, Chad

From: Mike Bender <mbender@bentonvillear.com>
Sent: Monday, February 27, 2017 2:26 PM
To: Coats, Chad
Subject: BB0903 Cost Estimate
Attachments: Walton I-49 Water Relocation_OPC_2017-02-17.pdf; Water Main Proposal City of Bentonville_Updated 2_1_17.pdf; Exhibit_01-COLOR.pdf; BB0903 Water Line Relocations.pdf; Bentonville Cert. of Consultant Letter signed.pdf

Chad,

Below is an estimate for relocation of the water main along SE Walton associated with BB0903. I will note the easement cost is based on \$10.00 per square foot. I have seen values along SE Walton as high as \$20.00 per square foot for raw land. The cost for easement is a big guess at this moment.

Engineering/Design	South Side of Walton	\$29,950.00	
	North Side of Walton	\$7,750.00	
		\$37,700.00	
Construction	South Side of Walton	\$281,365.00	\$232,692.00 k
	North Side of Walton	\$53,597.50	\$44,698.00 k
Construction Engineering		\$26,850.00	
Easements		\$154,850.00	(15,485 sq. ft. @ \$10.00 per sq. ft.)
Health Dept. Fee		\$500.00	
Total		\$554,862.50	\$497,290.00 k

Total without North Side = \$493,515.00

Most likely, the water line on the North side of Walton will not need relocated; however, until detailed design is started, we will not know. Total cost may be reduced by design and construction totals listed above once limits of work are confirmed.

Based on linear footage located outside (900 LF) current AHTD right-of-way versus total linear footage (975 LF), reimbursable factor is estimated at 92.31% reimbursable. This factor may change once design is complete and actual locations are confirmed. This factor considers the south side only. The north side should be 100% reimbursable based on preliminary review/research but could change as project progresses.

I have attached a breakdown of the construction costs along with the engineering proposal for your use.

Let me know if you need anything else.

Thanks,

Mike Bender, PE
Public Works Director
City of Bentonville

305 SW A Street, Bentonville, Arkansas 72712
Phone: 479-271-6720 Fax: 479-271-6807
E-mail: mbender@bentonvillear.com

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AHTD #BB0903 Water Main Relocation
 Opinion of Probable Cost
 Prepared By: CEI Engineering Associates, Inc.
 For: The City of Bentonville
 2/15/2017

Opinion of Probable Cost - Walton and I-49 Water Main Relocation

Item #	Item	Unit	Quantity	Unit Price	Item Cost
	Mobilization	LS	1	\$20,000.00	\$20,000.00
	Erosion Control	LS	1	\$10,000.00	\$10,000.00
	Trench Safety	LS	1	\$8,000.00	\$8,000.00
	New Water Pipe, Ductile Iron (4-inch diameter)	LF	25	\$40.00	\$1,000.00
	New Water Pipe, PVC (4-inch diameter)	LF	20	\$15.00	\$450.00
	New Water Pipe, PVC (6-inch diameter)	LF	98	\$25.00	\$2,450.00
	New Water Pipe, PVC (8-inch diameter)	LF	975	\$35.00	\$34,125.00
	New Water Line, PVC (2-inch diameter)	LF	30	\$10.00	\$300.00
	Ductile Iron Fittings	LBS	1,225	\$9.00	\$11,025.00
	Fire Hydrant Assembly Relocated	EA	4	\$1,750.00	\$7,000.00
	8"x8" Tapping Sleeve and Valve	EA	3	\$5,000.00	\$15,000.00
	4" Gate Valve	EA	3	\$900.00	\$2,700.00
	6" Gate Valve	EA	5	\$1,250.00	\$6,250.00
	8" Gate Valve	EA	1	\$1,800.00	\$1,800.00
	2" PVC Fittings	EA	5	\$100.00	\$500.00
	2-inch Water Meter and Service Relocation	EA	3	\$2,000.00	\$6,000.00
	4-inch Water Meter and Service Relocation	EA	2	\$2,500.00	\$5,000.00
	4" Water Meter Vault	EA	2	\$4,000.00	\$8,000.00
	Fire Department Connection Relocated	EA	1	\$1,000.00	\$1,000.00
	4" Detector Check Vault	EA	1	\$4,000.00	\$4,000.00
	4" Detector Check Relocated	EA	1	\$1,000.00	\$1,000.00
	Locator Wire	LF	1,108	\$1.25	\$1,385.00
	Special Thrust Blocking	EA	2	\$1,000.00	\$2,000.00
	Concrete Thrust Blocking & Anchor Collars	EA	13	\$400.00	\$5,200.00
	8in Slick Bore	LF	231	\$175.00	\$40,425.00
	Trench and Backfill	LF	250	\$13.00	\$3,250.00
	Crushed Stone (AHTD Class 7) Backfill	TON	575	\$32.00	\$18,400.00
	Pavement and Street Repair	SY	380	\$40.00	\$15,200.00
	Seed and Sod	SY	308	\$4.00	\$1,232.00
	25% Contingencies				\$48,673.00
	Total				\$281,365.00
	Cost Per LF of Pipe (for 975LF of 8" Main)				\$288.58
	Total Probable Cost of Reimbursable Portion (Assumes 900LF of 8" Main)				\$259,721.54
	Total Probable Cost of Nonreimbursable Portion (Assumes 75LF of 8" Main)				\$21,643.46

- NOT Allowed

\$232,692.00

Opinion of Probable Cost - Alternate for Moberly Water Main Relocation

Item #	Item	Unit	Quantity	Unit Price	Item Cost
	Mobilization	LS	1	\$5,000.00	\$5,000.00
	Erosion Control	LS	1	\$2,500.00	\$2,500.00
	Trench Safety	LS	1	\$1,600.00	\$1,600.00
	New Water Pipe, PVC (6-inch diameter)	LF	10	\$25.00	\$250.00
	New Water Pipe, PVC (8-inch diameter)	LF	210	\$35.00	\$7,350.00
	Ductile Iron Fittings	LBS	215	\$9.00	\$1,935.00
	Fire Hydrant Assembly Relocated	EA	1	\$1,750.00	\$1,750.00
	8"x8" Tapping Sleeve and Valve	EA	2	\$5,000.00	\$10,000.00
	6" Gate Valve	EA	1	\$1,250.00	\$1,250.00
	Locator Wire	LF	220	\$1.25	\$275.00
	Special Thrust Blocking	EA	2	\$1,000.00	\$2,000.00
	Concrete Thrust Blocking & Anchor Collars	EA	5	\$400.00	\$2,000.00
	Trench and Backfill	LF	100	\$13.00	\$1,300.00
	Crushed Stone (AHTD Class 7) Backfill	TON	120	\$32.00	\$3,840.00
	Pavement and Street Repair	SY	80	\$10.00	\$800.00
	Seed and Sod	SY	112	\$4.00	\$448.00
	25% Contingencies				\$8,899.50
	Total				\$53,697.50
	Cost Per LF of Pipe (for 210LF of 8" Main)				\$255.23

- NOT Allowed

\$44,698.00

CITY OF BENTONVILLE, ARKANSAS									
Water Main Relocation for BE0903									
CEI Engineering Associates Inc. 3-2-2017									
SERVICES TO BE FURNISHED BY THE CONSULTANT									
SUMMARY OF ENGINEERING FEES									
A	Water Main "A"								\$19,566.00
B	Water Main "B"								\$4,750.00
Summary of Engineering Fees									\$24,316.00

CITY OF BENTONVILLE, ARKANSAS									
Water Main Relocation for BB0903									
Water Main "A"									
CEI Engineering Associates Inc. 3-2-2017									
SERVICES TO BE FURNISHED BY THE CONSULTANT									
		Department Manager	Senior Project Engineer	Project Engineer	CADD Designer	Subtotal Hours	Subtotal Fee		
		(Hr)	(Hr)	(Hr)	(Hr)	(Hr)	(\$)		
Water Main Relocation Engineering Fees									
Preliminary material (Bulk Coordination, School Meeting)		6	4						
Water Main Relocation Engineering		4	16	25		45	\$1,025.00		
Plan Set and Specification Generation		1	4	20	40	65	\$4,625.00		
Preliminary Cost Estimate and Final Cost Estimate		6	2	8	4	14	\$1,620.00		
SMAC		6	6	2		14	\$2,000.00		
Continued coordination with the City, MTD, and Utility Companies		6	4	4		14	\$1,020.00		
Hours Per Classification		23	36	59	44	162			
Total Billed Labor Cost per Hour		\$165.00	\$140.00	\$125.00	\$80.00				
Costs Per Task/Entity		\$3,795.00	\$5,000.00	\$7,375.00	\$3,760.00		\$19,930.00		
Total							\$19,930.00		

CITY OF BENTONVILLE, ARKANSAS						
Water Main Relocation for BB0903						
Water Main "B"						
CEI Engineering Associates Inc. 3-2-2017						
SERVICES TO BE FURNISHED BY THE CONSULTANT						
	Department Manager	Senior Project Engineer	Project Engineer	CADD Designer	Subtotal Hours	Subtotal Fee
	(Hr)	(Hr)	(Hr)	(Hr)	(Hr)	(\$)
Water Main Relocation Engineering Fees						
Preliminary matters (Early Coordination, Kickoff Meeting)	1	1				\$ 305
Water Main Redesign Engineering		2	10		12	\$1,530.00
Plan Set and Specification Generation		1	2	15	18	\$1,665.00
Preliminary Cost Estimate and Final Cost Estimate	1	1	1	1	4	\$315.00
QA/QC	1	1	1		3	\$430.00
Continued coordination with the City, AHJD, and Utility Companies	1	1			2	\$305.00
Hours Per Classification	4	7	14	16	41	
Total Burdened Labor Cost per Hour	\$165.60	\$140.00	\$125.00	\$85.00		
Costs Per Task/Entity	\$661.00	\$980.00	\$1,750.00	\$1,360.00		\$4,750.00
Total						\$4,750.00



City of Bentonville, Arkansas
Water Main Relocation for BB0903
Bentonville, Arkansas
Proposal for Engineering Services
1/27/17

3108 SW Regency Parkway, Suite 2, Bentonville, AR 72712 (479) 273-9472

I. PROJECT DESCRIPTION

This proposal is being prepared for a Water Main Relocation Project for the City of Bentonville (City) as associated with AHTD Job #BB0903. AHTD Job #BB0903 will include major modifications to the interchange at SE Walton Boulevard, Walnut Street, and Interstate 49 within the cities of Bentonville and Rogers, Arkansas. In anticipation of the proposed improvements to the interchange, the City of Bentonville will be relocating water mains along SE Walton Boulevard.

Water Main "A" - The water main primarily impacted by Job #BB0903 is an 8" water main that parallels SE Walton Boulevard on the south side and runs between SE Riviera Drive and SE Moberly Lane for a distance of approximately 900 linear feet.

Water Main "B" - A second line possibly impacted by Job #BB0903 is an 8" water main north of SE Walton Boulevard and spans between the southeast corner of the Cracker Barrel parking lot and the SE Moberly Lane Cracker Barrel driveway for a distance of approximately 200 linear feet. This water main may not need to be relocated and the fee is being included on an as needed basis.

CEI Engineering is pleased to present the following proposal for engineering design and surveying services associated with the aforementioned water main relocations.

II. SCOPE OF BASIC SERVICES

A. Preliminary Engineering and Surveying Services -- Water Main "A" -- 900 linear feet 8" Water Main South of Walton:

i. Topographic Survey:

CEI will perform a topographical survey of a 75' wide strip of the 7 properties along the South side of Arkansas State Highway 71B from the Walton/Interstate 49 entrance ramp to 75ft West of the West Right-of-Way of SE Riviera Road, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by client.

ii. Boundary Survey:

A Boundary Survey of the South Right-of-Way of Arkansas State Highway 71B from the Walton/Interstate 49 entrance ramp to 75ft West of the West Right-of-Way of SE Riviera Road will be done to determine existing Right-of-Way. Proposed Right-of-Way will be determined upon receiving pertinent files from engineers and client. A 50-year Easement and Current Deed search will be ordered and billed as a reimbursable to aid in determining existing easements and Rights-of-Ways.

Surveying Fees \$4,500.00
Hourly, Not to Exceed, Plus Reimbursables

iii. Water Main Design Engineering Services:

CEI will provide design services for the relocation of approximately 900 linear feet of water main and associated appurtenances south of SE Walton Boulevard. The fee provided includes the following:

- Coordination meetings with the City of Bentonville, AHTD, other utility companies, and design engineers for Job #BB0903;
- Redesign of the water main and appurtenances, which shall follow AHTD's Utility Accommodation Policy;

- Establish new meter locations for up to 7 parcels (including servicing two large hotels);
- Generate Plan Set to include:
 - Cover Sheet, Overall Layout Plan, Plan and Profile Sheets at 20 scale, Traffic Control Plans, Erosion Control Plans, and Detail Sheets;
- Generate one preliminary cost estimate and one final cost estimate;
- Generate project specifications;
- Coordination with surveyors to establish easements;
- Generating Bidding Documents and assisting City with bidding the project.

Engineering Fees \$19,950.00
Hourly, Not to Exceed, Plus Reimbursables

iv. Easement Exhibits and Descriptions:

CEI will provide 7 easement exhibits and descriptions for the properties mentioned above. Exhibits will depict the Proposed Right-of-Way and easement to be granted. Descriptions will be provided to client to insert into a legal document for conveyance. CEI will not be responsible to draft legal document, per this proposal.

Easement Exhibit and Description Fees \$3,500.00
Hourly, Not to Exceed, Plus Reimbursables

Reimbursable Fees for Water Main "A" \$2,000.00
Materials, Research, and One Call Fees, Not to Exceed

Total Preliminary Engineering and Surveying Fees for Water Main "A" \$29,950.00

B. Preliminary Engineering and Surveying Services – Water Main "B" - 200 linear feet 8" Water Main North of Walton:

i. Topographic Survey:

CEI will perform a topographical survey of a 75' wide strip of the 2 properties along the North/West side of SE Moberly Lane from the SE Moberly Lane/SE Walton Boulevard intersection and extending 50 feet north of the southernmost driveway to the Days Inn and Suites, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by client.

ii. Boundary Survey:

A Boundary Survey along the North/West side of SE Moberly Lane from the SE Moberly Lane/SE Walton Boulevard intersection and extending 50 feet north of the southernmost driveway to the Days Inn and Suites will be done to determine existing Right-of-Way. Proposed Right-of-Way will be determined upon receiving pertinent files from engineers and client. A 50-year Easement and Current Deed search will be ordered and billed as a reimbursable to aid in determining existing easements and Rights-of-Ways.

Surveying Fees \$1,200.00
Hourly, Not to Exceed, Plus Reimbursables

iii. Water Main Design Engineering Services:

CEI will provide design services for the relocation of approximately 200 linear feet of water main and associated appurtenances north of SE Walton Boulevard. The fee provided includes the following:

- Coordination meetings with the City of Bentonville, AHTD, other utility companies, and design engineers for Job #BB0903;
- Redesign of the water main and appurtenances, which shall follow AHTD's Utility Accommodation Policy;
- Establish new meter locations for up to 2 parcels (including servicing one large hotel, if needed);
- Generate Plan Set to include:
 - o Cover Sheet, Overall Layout Plan, Plan and Profile Sheets at 20 scale, Traffic Control Plans, Erosion Control Plans, and Detail Sheets;
- Generate one preliminary cost estimate and one final cost estimate;
- Generate project specifications;
- Coordination with surveyors to establish easements;
- Generating Bidding Documents and assisting City with bidding the project.

Engineering Fees **\$4,750.00**
Hourly, Not to Exceed, Plus Reimbursables

iv. Easement Exhibits and Descriptions:

CEI will provide up to 2 easement exhibits and descriptions for the properties mentioned above. Exhibits will depict the Proposed Right-of-Way and easement to be granted. Descriptions will be provided to client to insert into a legal document for conveyance. CEI will not be responsible to draft legal document, per this proposal.

Easement Exhibit and Description Fees **\$800.00**
Hourly, Not to Exceed, Plus Reimbursables

Reimbursable Fees for Water Main "B" **\$1,000.00**
Materials, Research, and One Call Fees, Not to Exceed

Total Preliminary Engineering and Surveying Fees for Water Main "B" \$7,750.00
Water Main "B" is to be considered, as needed

C. Construction Engineering Services:

i. Field Staking:

CEI will perform construction field staking for locations and grades of the relocated work. Stakes will be set at 50' intervals along the proposed water main with grades to bottom of pipe. Stakes will also be set for bends and appurtenances according to the design plans. Fees below include the initial staking for these items only. Any re-staking due to re-design or stakes and hubs being removed for any reason will be done with the approval of additional fees via an extra work authorization (EWA).

Field Staking Fees **\$5,000.00**
Hourly, Not to Exceed, Plus Reimbursables

ii. Construction Observation:

CEI will perform construction observation services during construction of the project including: construction observation, photographic documentation, written daily documentation, plus providing reports and progress updates to the Owner once a week.

Fee includes 3 hours per day of observation time by CEI's construction observer over a construction period of 2 months. Additionally, fee includes 10 hours per month over a construction duration of 2 months by CEI's office engineer for processing observation reporting, as well as providing general coordination. Total hours included is 140 hours. Should more time be needed, extra hours may be added via an extra work authorization (EWA).

Construction Observation Fees \$11,300.00
Hourly, Not to Exceed, Plus Reimbursables

iii. Preparation and calculation of periodic estimates, preparation and submission of change orders, and coordination with Department and Utility Owner Representatives:
CEI will prepare and calculate of periodic estimates, prepare and submit change orders, and coordinate with Department and Utility Owner Representatives on an as requested basis.
Fee includes 20 hours per month over a construction duration of two months for these services. Total hours included is 40 hours. Should more time be needed, extra hours may be added via an extra work authorization (EWA).

Miscellaneous Construction Engineering Fees (as outlined above) \$4,600.00
Hourly, Not to Exceed, Plus Reimbursables

iv. Preparation and submission of final billing and one (1) complete set of as-built plans:
CEI will prepare and submit final billing and one (1) complete set of as-built plans to Owner upon completion of the project. Fee includes 30 hours for processing billing and compiling as-built drawings based upon as-constructed observations and field updates documented by CEI's construction observer. Should more time be needed, or should a precise survey of the location of installed water main/appurtenances be needed, extra hours may be added via an extra work authorization (EWA).

Final Billing and As-Built Fees \$3,450.00
Hourly, Not to Exceed, Plus Reimbursables

Reimbursable Fees for Construction Engineering Services..... \$2,500.00
Materials, Not to Exceed

Total Construction Engineering Services Fees \$26,850.00

III. RESPONSIBILITY OF CLIENT

Client will provide to CEI, the following items:
As-built plans of existing water mains and appurtenances, as well as any pertinent plans, photos, or documents of the area;
Regular Updates and Proposed Drawings for Job #BB0903, as needed
Attendance by the City at necessary Coordination Meetings;
Notice to Proceed.

IV. SERVICES NOT INCLUDED/ADDITIONAL SERVICES

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

- Feasibility study to include any or all physical, political and/or financial opportunities or constraints.
- Coordination of Environmental Survey, Traffic Survey, and other Subconsultants.

- Water Distribution Report.
- Conditional Use Permits.
- Perspectives, renderings, and models.
- Traffic studies.
- Environmental Impact Analysis.
- Replatting.
- Preparation of covenants of development agreements.
- Retaining wall designs.
- Site lighting plans/photometrics.
- Off-site utility plans other than those immediately adjacent to the subject properties.
- Off-site street improvement plans such as road widening, accel/decel lanes and medians. *(However civil drawings indicating new curbscuts, curb and gutter, and city sidewalks will be included in Basic Services).*
- Alley vacation, easements abandonment's and right of way dedications.
- Historical or archeological studies.
- Updated Title Policy.
- Major stormwater drainage plans or relocation i.e. box culverts, large ditches and stormwater conductors in excess of four feet in diameter.
- Preparation of drainage study/report

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

<u>ARKANSAS (01-01-16)</u>	
Officer / Branch Manager	\$ 170.00
Department Manager	\$ 155.00
Program Manager	\$ 135.00
Project Manager	\$ 130.00
Assistant Project Manager	\$ 110.00
Senior Project Engineer	\$ 130.00
Project Engineer	\$ 115.00
Registered Landscape Architect	\$ 110.00
Registered Land Surveyor	\$ 110.00
Survey Project Manager	\$ 110.00
Assistant Survey Project Manager	\$ 90.00
Project Designer	\$ 95.00
CAD Designer	\$ 80.00
CAD Technician	\$ 70.00
Sr. Survey Party Chief	\$ 85.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
Field Specialist	\$ 60.00
Construction Observer	\$ 75.00
Program Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

VI. CREDIT POLICY

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

Client's Initials _____

Required for contract to be valid

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

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

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

OWNERSHIP OF DOCUMENTS

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

RE-USE OF DOCUMENTS

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

INSURANCE

CEI maintains the following insurances:

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

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

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

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

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

The Client will indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

CEI will indemnify and hold harmless the Client, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by CEI, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

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

SEVERABILITY

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

PROJECT PUBLICITY AND RECOGNITION

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

LIEN RIGHTS

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

AMENDMENTS

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

SUCCESSORS AND ASSIGNS

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

TERMINATION

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

PROVIDED DATA

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

SITE SAFETY OR CONTROL

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

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

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

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

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

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

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

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

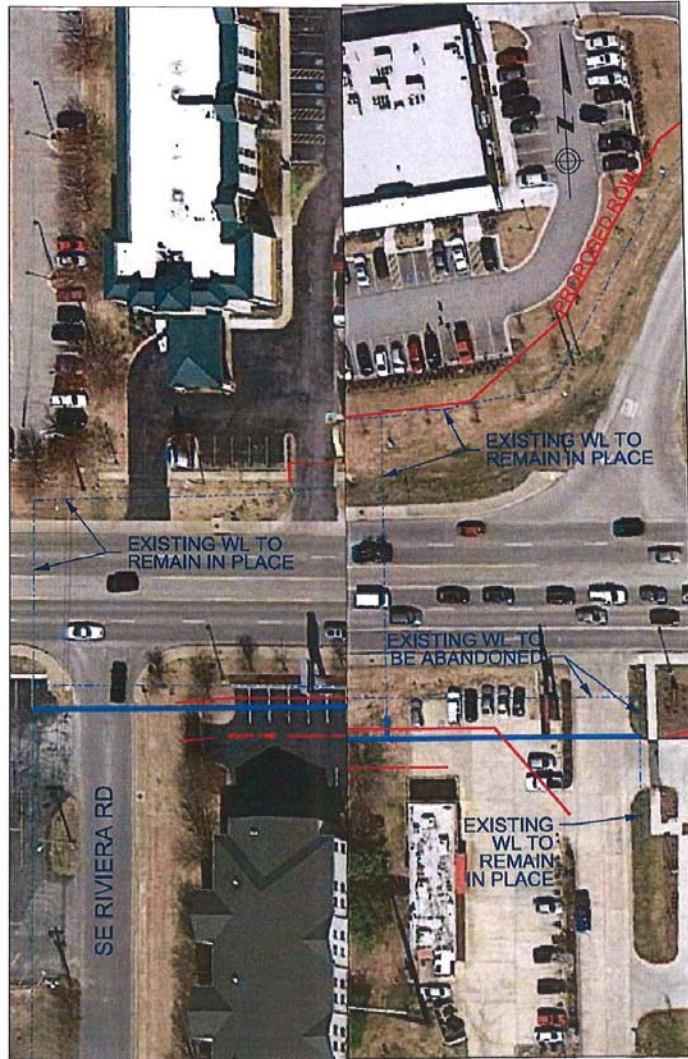
Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
--	------------	-------	------

Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date
---	------------	-------	------



JOB BB0903 (UTILITIES-WATER)
 HWY. 71B INTERCHANGE IMPROVEMENTS
 CITY OF BENTONVILLE, AR

PRELIMINARY WATERLINES



Engineering Associates, Inc.

ENGINEERS PLANNERS SURVEYORS
 LANDSCAPE ARCHITECTS ENVIRONMENTAL SCIENTISTS

3108 SW REGENCY PARKWAY

SUITE 2

BENTONVILLE, AR 72712

(479) 273-9472

Fax (479) 273-0944

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN UTILITY AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR PRELIMINARY ENGINEERING SERVICES ASSOCIATED WITH THE ARKANSAS STATE HIGHWAY COMMISSION'S PROJECT NO. BB0903 – INTERSTATE 49/HWY 71B INTERCHANGE IMPROVEMENTS

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 enter into an utility agreement with the Arkansas State Highway Commission for preliminary engineering services associated with the Arkansas State Highway Commission's Project No. BB0903 – Interstate 49 Improvements at Hwy 71B Interchange 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 _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI Engineering in an amount not to exceed \$37,700.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. BB0903 - Interstate 49 Improvements at Hwy 71B Interchange. This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy.

COST TO CITY:

Cost of this Request: \$37,700

Additional Budget Amount \$37,700

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		37,700
Remaining After Adjustment	\$	37,700

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: March 20, 2017

Re: Arkansas State Highway Commission Utility Agreement for Engineering for
AHTD Project BB0903, I-49 / Hwy 71 Interchange Improvements

This memo addresses three Council items:

1. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an Utility Agreement with Arkansas State Highway Commission for preliminary engineering associated with AHTD's Project No. BB0903 I-49 & Hwy 71B Interchange Improvements.
2. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI not to exceed \$37,700.00 for preliminary engineering services associated with AHTD's project described above.
3. Budget adjustment to front full costs of engineering contract.

This AHTD project includes constructing a single point urban interchange at the SE Walton (Hwy 71B) and I-49 interchange and widening Hwy 71B from I-49 west to SE Riviera Road. The City has water infrastructure located within the proposed rights-of-way and as such will be required to relocate outside the rights-of-way. Based on preliminary investigations, approximately 92.31% of the engineering and construction costs will be reimbursable. This reimbursement factor will most likely change as the project progresses to detail design followed by actual construction.

Staff has selected CEI for engineering services for this project. This agreement will authorize design services but will not authorize the construction phase services. Design services shall not exceed \$37,700.00. This will be brought back to Council once we receive bids for the project and move into construction.

A budget adjustment in the amount of \$37,700.00 will be needed to front the costs.

This project is a little unusual as compared to traditional relocation projects in that after the project is complete, Hwy 71B from the interchange west to SW Regional Airport Blvd. (Hwy 12) will be turned over to the City. This will allow some flexibility in the utility relocation not usually available with such projects.

Thank you for your consideration of this request.



I. PROJECT DESCRIPTION

This proposal is being prepared for a Water Main Relocation Project for the City of Bentonville (City) as associated with AHTD Job #BB0903. AHTD Job #BB0903 will include major modifications to the interchange at SE Walton Boulevard, Walnut Street, and Interstate 49 within the cities of Bentonville and Rogers, Arkansas. In anticipation of the proposed improvements to the interchange, the City of Bentonville will be relocating water mains along SE Walton Boulevard.

Water Main "A" - The water main primarily impacted by Job #BB0903 is an **8" water main** that parallels SE Walton Boulevard on the south side and runs between SE Riviera Drive and SE Moberly Lane for a distance of approximately **900 linear feet**.

Water Main "B" - A second line possibly impacted by Job #BB0903 is an **8" water main** north of SE Walton Boulevard and spans between the southeast corner of the Cracker Barrel parking lot and the SE Moberly Lane Cracker Barrel driveway for a distance of approximately **200 linear feet**. This water main may not need to be relocated and the fee is being included on an as needed basis.

CEI Engineering is pleased to present the following proposal for engineering design and surveying services associated with the aforementioned water main relocations.

II. SCOPE OF BASIC SERVICES

A. Preliminary Engineering and Surveying Services – Water Main "A" – 900 linear feet 8" Water Main South of Walton:

i. Topographic Survey:

CEI will perform a topographical survey of a 75' wide strip of the 7 properties along the South side of Arkansas State Highway 71B from the Walton/Interstate 49 entrance ramp to 75ft West of the West Right-of-Way of SE Riviera Road, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by client.

ii. Boundary Survey:

A Boundary Survey of the South Right-of-Way of Arkansas State Highway 71B from the Walton/Interstate 49 entrance ramp to 75ft West of the West Right-of-Way of SE Riviera Road will be done to determine existing Right-of-Way. Proposed Right-of-Way will be determined upon receiving pertinent files from engineers and client. A 50-year Easement and Current Deed search will be ordered and billed as a reimbursable to aid in determining existing easements and Rights-of-Ways.

Surveying Fees **\$4,500.00**

Hourly, Not to Exceed, Plus Reimbursables

iii. Water Main Design Engineering Services:

CEI will provide design services for the relocation of approximately **900 linear feet** of water main and associated appurtenances south of SE Walton Boulevard. The fee provided includes the following:

- Coordination meetings with the City of Bentonville, AHTD, other utility companies, and design engineers for Job #BB0903;
- Redesign of the water main and appurtenances, which shall follow AHTD's Utility Accommodation Policy;

- Establish new meter locations for up to 7 parcels (including servicing two large hotels);
- Generate Plan Set to include:
 - Cover Sheet, Overall Layout Plan, Plan and Profile Sheets at 20 scale, Traffic Control Plans, Erosion Control Plans, and Detail Sheets;
- Generate one preliminary cost estimate and one final cost estimate;
- Generate project specifications;
- Coordination with surveyors to establish easements;
- Generating Bidding Documents and assisting City with bidding the project.

Engineering Fees \$19,950.00
Hourly, Not to Exceed, Plus Reimbursables

iv. Easement Exhibits and Descriptions:

CEI will provide 7 easement exhibits and descriptions for the properties mentioned above. Exhibits will depict the Proposed Right-of-Way and easement to be granted. Descriptions will be provided to client to insert into a legal document for conveyance. CEI will not be responsible to draft legal document, per this proposal.

Easement Exhibit and Description Fees \$3,500.00
Hourly, Not to Exceed, Plus Reimbursables

Reimbursable Fees for Water Main "A" \$2,000.00
Materials, Research, and One Call Fees, Not to Exceed

Total Preliminary Engineering and Surveying Fees for Water Main "A" \$29,950.00

B. Preliminary Engineering and Surveying Services – Water Main "B" - 200 linear feet 8" Water Main North of Walton:

i. Topographic Survey:

CEI will perform a topographical survey of a 75' wide strip of the 2 properties along the North/West side of SE Moberly Lane from the SE Moberly Lane/SE Walton Boulevard intersection and extending 50 feet north of the southernmost driveway to the Days Inn and Suites, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by client.

ii. Boundary Survey:

A Boundary Survey along the North/West side of SE Moberly Lane from the SE Moberly Lane/SE Walton Boulevard intersection and extending 50 feet north of the southernmost driveway to the Days Inn and Suites will be done to determine existing Right-of-Way. Proposed Right-of-Way will be determined upon receiving pertinent files from engineers and client. A 50-year Easement and Current Deed search will be ordered and billed as a reimbursable to aid in determining existing easements and Rights-of-Ways.

Surveying Fees \$1,200.00
Hourly, Not to Exceed, Plus Reimbursables

iii. Water Main Design Engineering Services:

CEI will provide design services for the relocation of approximately **200 linear feet** of water main and associated appurtenances north of SE Walton Boulevard. The fee provided includes the following:

- Coordination meetings with the City of Bentonville, AHTD, other utility companies, and design engineers for Job #BB0903;
- Redesign of the water main and appurtenances, which shall follow AHTD's Utility Accommodation Policy;
- Establish new meter locations for up to 2 parcels (including servicing one large hotel, if needed);
- Generate Plan Set to include:
 - Cover Sheet, Overall Layout Plan, Plan and Profile Sheets at 20 scale, Traffic Control Plans, Erosion Control Plans, and Detail Sheets;
- Generate one preliminary cost estimate and one final cost estimate;
- Generate project specifications;
- Coordination with surveyors to establish easements;
- Generating Bidding Documents and assisting City with bidding the project.

Engineering Fees \$4,750.00
Hourly, Not to Exceed, Plus Reimbursables

iv. Easement Exhibits and Descriptions:

CEI will provide up to 2 easement exhibits and descriptions for the properties mentioned above. Exhibits will depict the Proposed Right-of-Way and easement to be granted. Descriptions will be provided to client to insert into a legal document for conveyance. CEI will not be responsible to draft legal document, per this proposal.

Easement Exhibit and Description Fees \$800.00
Hourly, Not to Exceed, Plus Reimbursables

Reimbursable Fees for Water Main "B" \$1,000.00
Materials, Research, and One Call Fees, Not to Exceed

Total Preliminary Engineering and Surveying Fees for Water Main "B" \$7,750.00
Water Main "B" is to be considered, as needed

C. Construction Engineering Services:

i. Field Staking:

CEI will perform construction field staking for locations and grades of the relocated work. Stakes will be set at 50' intervals along the proposed water main with grades to bottom of pipe. Stakes will also be set for bends and appurtenances according to the design plans. Fees below include the initial staking for these items only. Any re-staking due to re-design or stakes and hubs being removed for any reason will be done with the approval of additional fees via an extra work authorization (EWA).

Field Staking Fees \$5,000.00
Hourly, Not to Exceed, Plus Reimbursables

ii. Construction Observation:

CEI will perform construction observation services during construction of the project including: construction observation, photographic documentation, written daily documentation, plus providing reports and progress updates to the Owner once a week.

Fee includes 3 hours per day of observation time by CEI's construction observer over a construction period of 2 months. Additionally, fee includes 10 hours per month over a construction duration of 2 months by CEI's office engineer for processing observation reporting, as well as providing general coordination. Total hours included is 140 hours. Should more time be needed, extra hours may be added via an extra work authorization (EWA).

Construction Observation Fees \$11,300.00
Hourly, Not to Exceed, Plus Reimbursables

iii. Preparation and calculation of periodic estimates, preparation and submission of change orders, and coordination with Department and Utility Owner Representatives:
CEI will prepare and calculate of periodic estimates, prepare and submit change orders, and coordinate with Department and Utility Owner Representatives on an as requested basis. Fee includes 20 hours per month over a construction duration of two months for these services. Total hours included is 40 hours. Should more time be needed, extra hours may be added via an extra work authorization (EWA).

Miscellaneous Construction Engineering Fees (as outlined above) \$4,600.00
Hourly, Not to Exceed, Plus Reimbursables

iv. Preparation and submission of final billing and one (1) complete set of as-built plans:
CEI will prepare and submit final billing and one (1) complete set of as-built plans to Owner upon completion of the project. Fee includes 30 hours for processing billing and compiling as-built drawings based upon as-constructed observations and field updates documented by CEI's construction observer. Should more time be needed, or should a precise survey of the location of installed water main/appurtenances be needed, extra hours may be added via an extra work authorization (EWA).

Final Billing and As-Built Fees \$3,450.00
Hourly, Not to Exceed, Plus Reimbursables

Reimbursable Fees for Construction Engineering Services..... \$2,500.00
Materials, Not to Exceed

Total Construction Engineering Services Fees \$26,850.00

III. RESPONSIBILITY OF CLIENT

Client will provide to CEI, the following items:
As-built plans of existing water mains and appurtenances, as well as any pertinent plans, photos, or documents of the area;
Regular Updates and Proposed Drawings for Job #BB0903, as needed
Attendance by the City at necessary Coordination Meetings;
Notice to Proceed.

IV. SERVICES NOT INCLUDED/ADDITIONAL SERVICES

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

- Feasibility study to include any or all physical, political and/or financial opportunities or constraints.
- Coordination of Environmental Survey, Traffic Survey, and other Subconsultants.

- Water Distribution Report.
- Conditional Use Permits.
- Perspectives, renderings, and models.
- Traffic studies.
- Environmental Impact Analysis.
- Replatting.
- Preparation of covenants of development agreements.
- Retaining wall designs.
- Site lighting plans/photometrics.
- Off-site utility plans other than those immediately adjacent to the subject properties.
- Off-site street improvement plans such as road widening, accel/decel lanes and medians. *(However civil drawings indicating new curbcuts, curb and gutter, and city sidewalks will be included in Basic Services).*
- Alley vacation, easements abandonment's and right of way dedications.
- Historical or archeological studies.
- Updated Title Policy.
- Major stormwater drainage plans or relocation i.e. box culverts, large ditches and stormwater conductors in excess of four feet in diameter.
- Preparation of drainage study/report

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

<u>ARKANSAS (01-01-16)</u>	
Officer / Branch Manager	\$ 170.00
Department Manager	\$ 155.00
Program Manager	\$ 135.00
Project Manager	\$ 130.00
Assistant Project Manager	\$ 110.00
Senior Project Engineer	\$ 130.00
Project Engineer	\$ 115.00
Registered Landscape Architect	\$ 110.00
Registered Land Surveyor	\$ 110.00
Survey Project Manager	\$ 110.00
Assistant Survey Project Manager	\$ 90.00
Project Designer	\$ 95.00
CAD Designer	\$ 80.00
CAD Technician	\$ 70.00
Sr. Survey Party Chief	\$ 85.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
Field Specialist	\$ 60.00
Construction Observer	\$ 75.00
Program Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another engineering consultant to provide services outside of our area of practice, cost of such services will be charged at actual invoice cost, subject to prior approval by client.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

VI. CREDIT POLICY

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

Client's Initials _____

Required for contract to be valid

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

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

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

OWNERSHIP OF DOCUMENTS

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

RE-USE OF DOCUMENTS

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

INSURANCE

CEI maintains the following insurances:

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

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

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

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

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

The Client will indemnify, hold harmless and defend CEI, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by Client, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

CEI will indemnify and hold harmless the Client, its officers, directors, employees, agents, consultants, and subconsultants from and against any and all liabilities, damages, or expenses, including without limitations any and all legal costs and expenses; whatsoever in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by CEI, its officers, directors, shareholders, agents, employees, consultants, and subcontractors, whether said acts or omissions and negligent reckless intentional or unintentional.

Further, the Client shall, to the fullest extent of the law, indemnify, defend and hold harmless CEI, its directors, officers, employees, agents and subcontractors from and against all claims or action, based on, or arising out of, damages or injuries to persons or property caused by, or arising out of, any hazardous, and/or toxic substances present at the site where CEI and/or its subcontractors have performed work. Nothing contained herein shall waive any governmental immunity Client may be entitled to by law.

In accordance with generally accepted construction practices, the Client and Client's contractors shall be solely and completely responsible for the conditions of the job site, including the health and safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours. Any construction observation by the engineer of the contractor's performance is not intended to include review of the adequacy of the contractor's safety measures, in, on, or near the construction site.

DISPUTE RESOLUTION

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

SEVERABILITY

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

PROJECT PUBLICITY AND RECOGNITION

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

LIEN RIGHTS

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

AMENDMENTS

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

SUCCESSORS AND ASSIGNS

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

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

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. Two copies of this Proposal and Agreement shall be signed by the Client and one copy shall be returned to CEI.

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

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

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

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

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

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

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind Contracting Entity	Print Name	Title	Date
--	------------	-------	------

Signature, CEI Engineering Associates, Inc.	Print Name	Title	Date
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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING FOR PRELIMINARY ENGINEERING ASSOCIATED WITH THE ARKANSAS STATE HIGHWAY COMMISSION'S PROJECT NO. BB0903 – INTERSTATE 49 IMPROVEMENTS AT HWY 71B INTERCHANGE

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 enter into a professional services agreement with CEI Engineering for preliminary engineering for water utility relocations associated with the Arkansas State Highway Commission's Project No. BB0903 – Interstate 49 Improvements at Hwy 71B Interchange 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 _____, 2017.

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:

March 28, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff recommends Council approval of a Budget Adjustment in the amount of \$37,700.00 to front costs for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. BB0903 - Interstate 49 Improvements at Hwy 71B Interchange.

COST TO CITY:

Cost of this Request: \$37,700

Additional Budget Amount \$37,700

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		37,700
Remaining After Adjustment	\$	37,700

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: March 20, 2017

Re: Arkansas State Highway Commission Utility Agreement for Engineering for
AHTD Project BB0903, I-49 / Hwy 71 Interchange Improvements

This memo addresses three Council items:

1. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into an Utility Agreement with Arkansas State Highway Commission for preliminary engineering associated with AHTD's Project No. BB0903 I-49 & Hwy 71B Interchange Improvements.
2. Staff recommends approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI not to exceed \$37,700.00 for preliminary engineering services associated with AHTD's project described above.
3. Budget adjustment to front full costs of engineering contract.

This AHTD project includes constructing a single point urban interchange at the SE Walton (Hwy 71B) and I-49 interchange and widening Hwy 71B from I-49 west to SE Riviera Road. The City has water infrastructure located within the proposed rights-of-way and as such will be required to relocate outside the rights-of-way. Based on preliminary investigations, approximately 92.31% of the engineering and construction costs will be reimbursable. This reimbursement factor will most likely change as the project progresses to detail design followed by actual construction.

Staff has selected CEI for engineering services for this project. This agreement will authorize design services but will not authorize the construction phase services. Design services shall not exceed \$37,700.00. This will be brought back to Council once we receive bids for the project and move into construction.

A budget adjustment in the amount of \$37,700.00 will be needed to front the costs.

This project is a little unusual as compared to traditional relocation projects in that after the project is complete, Hwy 71B from the interchange west to SW Regional Airport Blvd. (Hwy 12) will be turned over to the City. This will allow some flexibility in the utility relocation not usually available with such projects.

Thank you for your consideration of this request.



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	17-06
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 28, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Award Bid No. 17-06 to ARCO Excavation and Paving, Inc. in the amount of \$3,834,483.00 for Contract Section II - 8th Street Water and Sewer Relocations (SE D Street to Moberly Lane) and Pedestrian Tunnels (8th Street and J Street Intersection). See attached memo, letter of recommendation to award bid, letter from Walton Family Foundation, and bid tabulation. Costs will be covered by funds from the 8th Street Escrow account.

COST TO CITY:

Cost of this Request: \$3,834,483

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 8th Street Escrow
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: March 20, 2017

Re: Award Bid No. 17-06 – Contract Section II – 8th Street Water and Sewer Relocations and Pedestrian Tunnel

Staff recommends award bid No. 17-06 to ARCO Excavation and Paving, Inc. in the amount of \$3,834,483.00 for Contract Section II – 8th Street Water and Sewer Relocations (SE D Street to Moberly Lane) and Pedestrian Tunnels (8th Street and J Street Intersection). Construction costs are funded by the 8th Street Escrow Account. The cost associated with the pedestrian tunnels is funded 100% by the Walton Family Foundation.

This section of the 8th Street utility relocation was bid last fall with the bid being awarded to Del/Sha Construction in November 2016. Del/Sha was unable to secure performance and payment bonds for the project. After discussions with the Walton Family Foundation and AHTD, it was determined that rebidding the project was the best option to move forward.

The City received a grant from the Walton Family Foundation (WFF) for \$1,650,000 for the estimated cost of the tunnels. The original bid exceeded the grant amount, and in addition, there will be costs incurred for the relocation of franchise utilities associated with construction of the tunnels. The attached letter from the WFF (dated before this bid) is in response to the initial overruns that will be incurred and their commitment to fund the overruns. I have attached an e-mail from the WFF confirming their intent to proceed with the construction of the tunnels at their costs after review of the current bid.

Thank you for your consideration of this request.

March 15, 2017

Mr. Mike Bender, P.E.
City of Bentonville
305 SW A Street
Bentonville, AR 72712

Charles R. Nickle, P.E.
Chief Executive Officer
4847 Kaylee Avenue
Springdale, Arkansas 72762
479.872.7115 Telephone
479.872.7118 Facsimile
www.usi-ce.com
crnickle@usi-ce.com

Re: Recommendation of Award
AHTD Project #090377, Federal Aid Project #HHP2-3314(1) Contract Section II – 8th
Street Water & Sewer Relocations (SE D Street to Moberly Lane) and Pedestrian Tunnel
(8th Street & J Street Intersection), Bentonville, Arkansas
USI Project No. 1009022

Dear Mr. Bender:

Bids were received Tuesday, March 7, 2017 for the above referenced project. Five (5) bids were received as follows:

NAME	BASE BID	ALTERNATE BID	BASE BID + ALTERNATE BID
ARCO Excavating & Paving	\$ 1,837,990.00	\$ 1,996,493.00	\$ 3,834,483.00
Dean Crowder Construction	\$ 1,907,786.15	\$ 2,395,489.45	\$ 4,303,275.60
Tri Star Contractors	\$ 2,081,073.17	\$ 2,286,222.44	\$ 4,367,295.61
Crossland Heavy Contractors	\$ 2,335,007.00	\$ 2,245,925.85	\$ 4,580,932.85
L.E. Davis Construction	\$ 2,154,300.00	\$ 2,479,446.00	\$ 4,633,746.00

The low bid for both the base and alternate bid was submitted by Arco Excavation & Paving in the amount of \$3,834,483.00. The base bid is for the water & sewer relocations along 8th Street and the alternate bid includes the pedestrian tunnel across J and 8th Streets, as well as the utility relocations required for construction of the tunnel.

A copy of the certified bid tabulation showing the complete bid is included for your reference, along with a copy of the list of persons attending the bid opening. The engineer's construction cost estimate for the base bid is \$2,560,000 and for the alternate bid is \$2,550,000 for a total amount of \$5,110,000.

Mr. Mike Bender
Recommendation of Award
March 15, 2017
Page 2 of 2

We have reviewed the Statement of Bidders Qualifications submitted by ARCO Excavating & Paving, and based upon the information provided, we believe them to be qualified for this project. ARCO Excavation & Paving is located in Bentonville, organized in 2004, and have experience with commercial, municipal and county projects. They currently have a street, drainage and utility relocation project with the City of Springdale in the \$5M range.

While we have no way of verifying the present financial condition of ARCO Excavating & Paving, the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed.

The contract requires substantial completion of the project within 270 days from the date of the issuance of the Notice to Proceed, and final completion within 300 days.

We understand that the AHTD Utilities Section has reviewed the bid tabulation and concurred in forwarding the project to the City Council for approval of award. We appreciate the opportunity to assist with this project.

Sincerely,
[REDACTED] C.

Charles R. Nickle, P.E.
Chief Executive Officer

CRN:kl
enclosures

cc: Burns McDonnell, Mr. Steven Beam
AHTD Utilities Section, Mr. Keith Mashburn

**CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)**

for the
City of Bentonville, Arkansas
USI Project No. 1009022

Plans and Specifications Dated: January 2017

Company:			ARCO Excavation & Paving			Dean Crowder Construction			Tri Star Contractors		
Arkansas License No.:			10287 E. Hwy. 72			0031610318			0785220317		
Address:			Bentonville, AR 72712			804 SE 21st Street			1910 Waukesha Road		
City, State:			Bentonville, AR 72712			Bentonville, AR 72712			Silvaco Springs, AR 72761		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Base Bid Excluding General Conditions & Mobilization)	\$80,000.00	\$80,000.00	\$72,777.50	\$72,777.50	\$99,098.72	\$99,098.72		
2.	1	LS	Trenching and Excavation Safety Systems	\$110,000.00	\$110,000.00	\$32,647.75	\$32,647.75	\$50,000.00	\$50,000.00		
3.	1	LS	Maintenance of Traffic	\$125,000.00	\$125,000.00	\$46,225.00	\$46,225.00	\$48,000.00	\$48,000.00		
4.	750	LF	4-inch PVC Pipe for Sewer Service	\$30.00	\$22,500.00	\$26.95	\$20,212.50	\$30.00	\$22,500.00		
5.	2,050	LF	8-inch Gravity Sewer (PVC SDR-26)	\$35.00	\$71,750.00	\$43.85	\$89,892.50	\$80.00	\$164,000.00		
6.	800	LF	12-inch Gravity Sewer (PVC SDR-26)	\$50.00	\$40,000.00	\$54.60	\$43,680.00	\$70.00	\$56,000.00		
7.	2,100	LF	6-ft. to 10-ft. Extra Depth Sewer Trench	\$30.00	\$63,000.00	\$18.25	\$38,325.00	\$14.50	\$30,450.00		
8.	450	LF	10-ft. to 14-ft. Extra Depth Sewer Trench	\$45.00	\$20,250.00	\$25.80	\$11,610.00	\$23.50	\$10,575.00		
9.	18	EA	4-ft. Dia. Cast-In-Place Manhole	\$2,200.00	\$39,600.00	\$2,534.90	\$45,628.20	\$3,300.00	\$59,400.00		
10.	45	VF	4-ft. Dia. Manhole Barrel Extension	\$150.00	\$6,750.00	\$241.85	\$10,883.25	\$130.00	\$5,850.00		
11.	3,000	LF	Plug and Abandon & Fill Existing Gravity Sewer Lines (8" & 12" diameters)	\$5.00	\$15,000.00	\$16.40	\$49,200.00	\$10.00	\$30,000.00		
12.	12	EA	Sewer Service Lateral Connections	\$500.00	\$6,000.00	\$477.30	\$5,727.60	\$648.00	\$7,776.00		
13.	13	EA	Abandon Existing Manhole	\$1,000.00	\$13,000.00	\$539.65	\$7,015.45	\$680.90	\$8,981.70		
14.	400	CY	"Rock" Excavation for Gravity Sewer Lines	\$53.00	\$21,200.00	\$198.85	\$79,540.00	\$180.00	\$72,000.00		
15.	700	LF	1-inch PE Water Service Tubing	\$20.00	\$14,000.00	\$27.00	\$18,900.00	\$13.00	\$9,100.00		
16.	100	LF	4-inch or smaller Water Line (C900 DR14 PVC)	\$30.00	\$3,000.00	\$34.25	\$3,425.00	\$40.00	\$4,000.00		
17.	100	LF	6-inch Water Line (C900 DR14 PVC)	\$50.00	\$5,000.00	\$44.00	\$4,400.00	\$55.00	\$5,500.00		
18.	5,500	LF	8-inch Water Line (C900 DR14 PVC)	\$50.00	\$275,000.00	\$51.25	\$281,875.00	\$55.00	\$302,500.00		
19.	120	LF	12-inch Water Line (C900 DR14 PVC)	\$75.00	\$9,000.00	\$82.35	\$7,482.00	\$75.00	\$9,000.00		
20.	8,000	LB	Ductile Iron Fittings for Water Service	\$6.00	\$48,000.00	\$9.75	\$78,000.00	\$10.00	\$80,000.00		
21.	4	EA	Tapping Saddle and Valve (4" or smaller)	\$2,800.00	\$11,200.00	\$2,100.00	\$8,400.00	\$2,500.00	\$10,000.00		
22.	5	EA	Tapping Sleeve and Valve (6"X6")	\$2,800.00	\$14,000.00	\$2,331.55	\$11,657.75	\$2,700.00	\$13,500.00		
23.	1	EA	Tapping Sleeve and Valve (8"X6")	\$3,000.00	\$3,000.00	\$2,368.50	\$2,368.50	\$2,200.00	\$2,200.00		
24.	12	EA	Tapping Sleeve and Valve (8"X8")	\$3,000.00	\$36,000.00	\$2,864.85	\$34,378.20	\$2,650.00	\$31,800.00		
25.	1	EA	Tapping Sleeve and Valve (12"X8")	\$4,500.00	\$4,500.00	\$3,063.80	\$3,063.80	\$2,750.00	\$2,750.00		
26.	2	EA	Tapping Sleeve and Valve (12"X12")	\$5,500.00	\$11,000.00	\$4,700.00	\$9,400.00	\$4,300.00	\$8,600.00		
27.	1	EA	6-inch Gate Valve	\$1,500.00	\$1,500.00	\$1,156.40	\$1,156.40	\$1,100.00	\$1,100.00		
28.	35	EA	8-inch Gate Valve	\$1,500.00	\$52,500.00	\$1,529.20	\$53,522.00	\$1,500.00	\$52,500.00		
29.	2	EA	12-inch Gate Valve	\$3,500.00	\$7,000.00	\$2,460.65	\$4,921.30	\$2,500.00	\$5,000.00		
30.	12	EA	Fire Hydrant Assembly including Auxiliary Valve	\$4,500.00	\$54,000.00	\$5,846.25	\$70,155.00	\$4,600.00	\$55,200.00		
31.	7	EA	Salvage Existing Fire Hydrant Assembly	\$500.00	\$3,500.00	\$1,021.25	\$7,148.75	\$900.00	\$6,300.00		
32.	21	EA	Cut, Cap & Abandon Existing Waterline	\$2,000.00	\$42,000.00	\$2,283.30	\$47,949.30	\$2,050.00	\$43,050.00		
33.	15	EA	Water Meter Setting (2-inch and Smaller)	\$2,500.00	\$37,500.00	\$1,160.50	\$17,407.50	\$2,400.00	\$36,000.00		
34.	2,800	LF	Full Depth Aggregate Base Course, Class 7	\$30.00	\$84,000.00	\$41.80	\$116,480.00	\$70.00	\$196,000.00		
35.	450	LF	"2-Inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$60.00	\$27,000.00	\$66.00	\$29,700.00	\$55.00	\$24,750.00		
36.	600	LF	"8-Inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$75.00	\$45,000.00	\$58.75	\$35,250.00	\$55.55	\$33,330.00		
37.	870	LF	"16-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$95.00	\$82,650.00	\$82.00	\$71,340.00	\$131.75	\$114,622.50		
38.	231	LF	"20-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$105.00	\$24,255.00	\$118.85	\$27,454.35	\$151.75	\$35,054.25		
39.	3	AC	"Hydroseed and Mutch	\$2,500.00	\$7,500.00	\$8,982.70	\$26,948.10	\$4,500.00	\$13,500.00		

USI Consulting Engineers, Inc.

1009022 Certified Bid Tab

Page 1

TABULATION OF BIDS RECEIVED MARCH 7, 2017 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022

Plans and Specifications Dated: January 2017

Company: Arkansas License No.: Address: City, State:				ARCO Excavation & Paving 10287 E. Hwy. 72 Bentonville, AR 72712		Dean Crowder Construction 0031610318 804 SE 21st Street Bentonville, AR 72712		Tri Star Contractors 0186220317 1910 Waukesha Road Silcam Springs, AR 72761	
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
40.	1,220	LF	*Concrete Curb and Gutter	\$18.00	\$21,960.00	\$34.40	\$41,968.00	\$28.00	\$34,160.00
41.	15	SY	*Concrete Sidewalk	\$95.00	\$1,425.00	\$95.65	\$1,434.75	\$95.00	\$1,425.00
42.	350	SY	*Concrete Pavement Repair	\$63.00	\$22,050.00	\$104.25	\$36,487.50	\$90.00	\$31,500.00
43.	1,000	SY	*Asphalt Pavement Repair	\$60.00	\$60,000.00	\$110.20	\$110,200.00	\$95.00	\$95,000.00
44.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$45,000.00	\$45,000.00	\$32,250.00	\$32,250.00	\$50,000.00	\$50,000.00
45.	1	LS	Contingency Allowance	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
TOTAL BASE BID					\$1,837,990.00		\$1,907,786.15		\$2,061,073.17

ALTERNATE BID - PEDESTRIAN TUNNEL INTERSECTION OF 8TH STREET & J STREET										
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	
46.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Alternate Bid Excluding General Conditions & Mobilization)	\$75,000.00	\$75,000.00	\$107,540.00	\$107,540.00	\$108,867.74	\$108,867.74	
47.	1	LS	Trenching and Excavation Safety Systems	\$77,000.00	\$77,000.00	\$54,166.00	\$54,166.00	\$50,000.00	\$50,000.00	
48.	1	LS	Maintenance of Traffic	\$110,000.00	\$110,000.00	\$85,978.00	\$85,978.00	\$49,975.00	\$49,975.00	
49.	230	LF	12-ft. x 9-ft. Pre-cast RCB	\$1,320.00	\$303,600.00	\$1,995.00	\$458,850.00	\$1,950.00	\$448,500.00	
50.	1	EA	Cast-in-Piece Tunnel Junction	\$111,000.00	\$111,000.00	\$111,340.00	\$111,340.00	\$111,000.00	\$111,000.00	
51.	2	EA	Cast-in-Piece Tunnel Headwalls	\$3,000.00	\$6,000.00	\$5,615.00	\$11,030.00	\$5,700.00	\$11,400.00	
52.	9,182	SFF	Cast-in-Piece Retaining Walls & Tunnel Approaches	\$65.00	\$596,830.00	\$76.30	\$700,586.60	\$76.60	\$703,341.20	
53.	307	SY	Concrete Trail through Pre-cast RCB	\$70.00	\$21,490.00	\$101.00	\$31,007.00	\$74.00	\$22,718.00	
54.	1,189	LF	Decorative Handrail	\$121.00	\$143,869.00	\$126.00	\$149,814.00	\$130.00	\$154,570.00	
55.	1,220	LF	4-inch Perforated Pipe & Drainage Backfill	\$25.50	\$31,110.00	\$53.20	\$64,904.00	\$49.00	\$59,780.00	
56.	1	EA	Sump Pump Assembly & Pit	\$6,500.00	\$6,500.00	\$6,524.00	\$6,524.00	\$5,300.00	\$5,300.00	
57.	1	EA	Drainage Inlet & Grate	\$4,200.00	\$4,200.00	\$2,932.00	\$2,932.00	\$2,600.00	\$2,600.00	
58.	15	EA	Pedestrian Lighting (Interior)	\$770.00	\$11,550.00	\$539.00	\$8,085.00	\$900.00	\$13,500.00	
59.	7	EA	Pedestrian Lighting (Exterior)	\$1,000.00	\$7,000.00	\$1,027.00	\$7,189.00	\$1,045.00	\$7,315.00	
60.	3	EA	Motion Detector	\$1,000.00	\$3,000.00	\$353.00	\$1,059.00	\$900.00	\$2,700.00	
61.	1	EA	Power Supply & Raceway	\$33,000.00	\$33,000.00	\$19,584.00	\$19,584.00	\$25,000.00	\$25,000.00	
62.	124	LF	Asphalt Pavement Repair	\$400.00	\$49,600.00	\$477.00	\$59,148.00	\$427.00	\$52,948.00	
63.	1	LS	Relocation of Traffic Signals	\$65,500.00	\$65,500.00	\$64,134.00	\$64,134.00	\$50,000.00	\$50,000.00	
64.	1	LS	Signage & Striping	\$11,000.00	\$11,000.00	\$11,014.00	\$11,014.00	\$11,000.00	\$11,000.00	
65.	1	LS	Site Restoration	\$45,000.00	\$45,000.00	\$51,088.00	\$51,088.00	\$36,000.00	\$36,000.00	
66.	300	CY	Rock Excavation	\$100.00	\$30,000.00	\$195.00	\$58,500.00	\$160.00	\$48,000.00	
67.	121	LF	**12-inch Gravity Sewer (PVC SDR-26)	\$50.00	\$6,050.00	\$54.60	\$6,606.60	\$70.00	\$8,470.00	
68.	121	LF	**6-ft. to 10-ft. Extra Depth Sewer Trench	\$30.00	\$3,630.00	\$18.25	\$2,208.25	\$14.50	\$1,754.50	
69.	5	LF	**10-ft. to 14-ft. Extra Depth Sewer Trench	\$45.00	\$225.00	\$25.80	\$129.00	\$23.50	\$117.50	
70.	1	EA	**4-ft. Dia. Cast-in-Piece Manhole	\$2,200.00	\$2,200.00	\$2,534.80	\$2,534.80	\$3,300.00	\$3,300.00	
71.	17	VF	**4-ft. Dia. Manhole Barrel Extension	\$150.00	\$2,550.00	\$241.85	\$4,111.45	\$130.00	\$2,210.00	
72.	90	LF	**Plug, Abandon & Fill Existing Gravity Sewer Lines (8" & 12" diameters)	\$5.00	\$450.00	\$16.40	\$1,476.00	\$10.00	\$900.00	
73.	324	LF	**8-inch Water Line (C900 DR14 PVC)	\$50.00	\$16,200.00	\$51.25	\$16,605.00	\$55.00	\$17,820.00	
74.	428	LB	**Ductile Iron Fittings for Water Service	\$8.00	\$3,424.00	\$9.75	\$4,182.75	\$10.00	\$4,280.00	
75.	16	LF	**16-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$85.00	\$1,520.00	\$62.00	\$1,012.00	\$131.75	\$2,108.00	

USI Consulting Engineers, Inc. 1009022 Certified Bid Tab

TABULATION OF BIDS RECEIVED MARCH 7, 2017 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022

Plans and Specifications Dated: January 2017

Company: Arkansas License No.: Address: City, State:				ARCO Excavation & Paving 10287 E. Hwy. 72 Bentonville, AR 72712		Dean Crowder Construction 0031610318 804 SE 21st Street Bentonville, AR 72712		Tri Star Contractors 0185220317 1910 Waukeasha Road Siloam Springs, AR 72761	
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
76.	30	LF	**20-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$105.00	\$3,150.00	\$118.85	\$3,565.50	\$151.75	\$4,552.50
77.	60	LF	18-inch RC Pipe	\$69.00	\$4,140.00	\$64.00	\$3,840.00	\$47.00	\$2,820.00
78.	230	LF	24-inch RC Pipe	\$70.00	\$16,100.00	\$79.00	\$18,170.00	\$90.00	\$20,700.00
79.	620	LF	30-inch RC Pipe	\$93.00	\$57,660.00	\$92.50	\$57,350.00	\$100.00	\$62,000.00
80.	2	EA	4-ft. Drop Inlet	\$3,600.00	\$7,200.00	\$4,780.00	\$9,560.00	\$4,000.00	\$8,000.00
81.	2	EA	4-ft. Drop Inlet Extension	\$800.00	\$1,600.00	\$772.00	\$1,544.00	\$1,000.00	\$2,000.00
82.	1	EA	12-ft. Drop Inlet Extension	\$1,600.00	\$1,600.00	\$1,922.00	\$1,922.00	\$1,800.00	\$1,800.00
83.	1	EA	16-ft. Drop Inlet Extension	\$2,400.00	\$2,400.00	\$2,447.00	\$2,447.00	\$2,400.00	\$2,400.00
84.	2	EA	Modified 5-ft. Drop Inlet with Removable Grated Inlet	\$5,500.00	\$11,000.00	\$10,374.00	\$20,748.00	\$5,900.00	\$11,800.00
85.	2	EA	5-ft. Junction Box with Grated Inlet	\$7,200.00	\$14,400.00	\$5,035.00	\$10,070.00	\$6,200.00	\$12,400.00
86.	2	EA	5-ft. Drop Inlet	\$4,000.00	\$8,000.00	\$4,773.00	\$9,546.00	\$5,500.00	\$11,000.00
87.	1	EA	5-ft. Drop Inlet with Grated Inlet and Curb Inlet Flume	\$5,700.00	\$5,700.00	\$6,815.00	\$6,815.00	\$6,500.00	\$6,500.00
88.	175	LF	**Full Depth Aggregate Base Course, Class 7	\$30.00	\$5,250.00	\$41.60	\$7,280.00	\$70.00	\$12,250.00
89.	465	LF	**Concrete Curb & Gutter	\$18.00	\$8,370.00	\$34.40	\$15,996.00	\$28.00	\$13,020.00
90.	505	SY	Concrete Sidewalk (Demolition, Removal and Replacement)	\$65.00	\$32,825.00	\$75.00	\$37,875.00	\$99.00	\$49,995.00
91.	1	LS	Demolition and Removal of Existing Drop Inlets and Extensions	\$12,000.00	\$12,000.00	\$11,195.00	\$11,195.00	\$4,500.00	\$4,500.00
92.	150	SY	**Concrete Pavement Repair	\$63.00	\$9,450.00	\$104.25	\$15,637.50	\$90.00	\$13,500.00
93.	300	SY	**Asphalt Pavement Repair	\$60.00	\$18,000.00	\$110.20	\$33,060.00	\$95.00	\$28,500.00
TOTAL ALTERNATE BID					\$1,996,493.00		\$2,395,489.45		\$2,286,222.44
TOTAL BASE BID + ALTERNATE BID					\$3,834,483.00		\$4,303,275.61		\$4,367,295.61

Denotes correction to submitted bid calculations.
 Denotes correction to adjust to bid instructions.

*To be Used at the Direction of the Engineer
 **The Contractor must use the same unit price for this item as bid for Base Bid.

TABULATION OF BIDS RECEIVED MARCH 7, 2017
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022

Company:			Plans and Specifications Dated, January 2017			Crossland Heavy Contractors			L.E. Davis Construction		
Arkansas License No.:			0067301117			0020280418			0020280418		
Address:			833 S. East Avenue			212 Coy Street			212 Coy Street		
City, State:			Columbus, KS 66725			Harrison, AR 72601			Harrison, AR 72601		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Base Bid Excluding General Conditions & Mobilization)	\$105,000.00	\$105,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00		
2.	1	LS	Trenching and Excavation Safety Systems	\$105,000.00	\$105,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00		
3.	1	LS	Maintenance of Traffic	\$125,000.00	\$125,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00		
4.	750	LF	4-inch PVC Pipe for Sewer Service	\$55.00	\$41,250.00	\$25.00	\$18,750.00	\$25.00	\$18,750.00		
5.	2,050	LF	8-inch Gravity Sewer (PVC SDR-26)	\$60.00	\$123,000.00	\$70.00	\$143,500.00	\$70.00	\$143,500.00		
6.	800	LF	12-inch Gravity Sewer (PVC SDR-26)	\$85.00	\$68,000.00	\$90.00	\$72,000.00	\$90.00	\$72,000.00		
7.	2,100	LF	6-ft. to 10-ft. Extra Depth Sewer Trench	\$8.00	\$16,800.00	\$35.00	\$73,500.00	\$35.00	\$73,500.00		
8.	450	LF	10-ft. to 14-ft. Extra Depth Sewer Trench	\$24.00	\$10,800.00	\$50.00	\$22,500.00	\$50.00	\$22,500.00		
9.	16	EA	4-ft. Dia. Cast-in-Place Manhole	\$3,700.00	\$59,200.00	\$3,000.00	\$48,000.00	\$3,000.00	\$48,000.00		
10.	45	VF	4-ft. Dia. Manhole Barrel Extension	\$122.00	\$5,490.00	\$300.00	\$13,500.00	\$300.00	\$13,500.00		
11.	3,000	LF	Plug and Abandon & Fill Existing Gravity Sewer Lines (8" & 12" diameters)	\$12.00	\$36,000.00	\$10.00	\$30,000.00	\$10.00	\$30,000.00		
12.	12	EA	Sewer Service Lateral Connections	\$650.00	\$7,800.00	\$1,000.00	\$12,000.00	\$1,000.00	\$12,000.00		
13.	13	EA	Abandon Existing Manhole	\$775.00	\$10,075.00	\$0.00	\$0.00	\$0.00	\$0.00		
14.	400	CY	"Rock Excavation for Gravity Sewer Lines	\$170.00	\$68,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
15.	700	LF	1-inch PE Water Service Tubing	\$13.00	\$9,100.00	\$15.00	\$10,500.00	\$15.00	\$10,500.00		
16.	100	LF	4-inch or smaller Water Line (C900 DR14 PVC)	\$57.00	\$5,700.00	\$40.00	\$4,000.00	\$40.00	\$4,000.00		
17.	100	LF	6-inch Water Line (C900 DR14 PVC)	\$62.00	\$6,200.00	\$40.00	\$4,000.00	\$40.00	\$4,000.00		
18.	5,500	LF	8-inch Water Line (C900 DR14 PVC)	\$61.00	\$335,500.00	\$50.00	\$275,000.00	\$50.00	\$275,000.00		
19.	120	LF	12-inch Water Line (C900 DR14 PVC)	\$83.00	\$9,960.00	\$60.00	\$7,200.00	\$60.00	\$7,200.00		
20.	8,000	LB	Ductile Iron Fittings for Water Service	\$7.00	\$56,000.00	\$12.00	\$96,000.00	\$12.00	\$96,000.00		
21.	4	EA	Tapping Saddle and Valve (4" or smaller)	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00		
22.	5	EA	Tapping Sleeve and Valve (6"x6")	\$2,800.00	\$14,000.00	\$3,000.00	\$15,000.00	\$3,000.00	\$15,000.00		
23.	1	EA	Tapping Sleeve and Valve (6"x6")	\$3,700.00	\$3,700.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00		
24.	12	EA	Tapping Sleeve and Valve (6"x6")	\$4,200.00	\$50,400.00	\$3,500.00	\$42,000.00	\$3,500.00	\$42,000.00		
25.	1	EA	Tapping Sleeve and Valve (12"x6")	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00		
26.	2	EA	Tapping Sleeve and Valve (12"x12")	\$6,100.00	\$12,200.00	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00		
27.	1	EA	6-inch Gate Valve	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00		
28.	35	EA	8-inch Gate Valve	\$1,500.00	\$52,500.00	\$1,800.00	\$63,000.00	\$1,800.00	\$63,000.00		
29.	2	EA	12-inch Gate Valve	\$2,900.00	\$5,800.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00		
30.	12	EA	Fire Hydrant Assembly including Auxiliary Valve	\$4,500.00	\$54,000.00	\$4,000.00	\$48,000.00	\$4,000.00	\$48,000.00		
31.	7	EA	Salvage Existing Fire Hydrant Assembly	\$900.00	\$6,300.00	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00		
32.	21	EA	Cut, Cap & Abandon Existing Waterline	\$2,950.00	\$61,950.00	\$2,000.00	\$42,000.00	\$2,000.00	\$42,000.00		
33.	15	EA	Water Meter Setting (2-Inch and Smaller)	\$1,400.00	\$21,000.00	\$1,500.00	\$22,500.00	\$1,500.00	\$22,500.00		
34.	2,800	LF	Full Depth Aggregate Base Course, Class 7	\$58.00	\$162,400.00	\$60.00	\$168,000.00	\$60.00	\$168,000.00		
35.	450	LF	*2-inch Bore with HDPE (SDR-11) Pipe Encasement for Water Service Connections	\$70.00	\$31,500.00	\$90.00	\$40,500.00	\$90.00	\$40,500.00		
36.	600	LF	*8-inch Direct Bury (Open Cut) Welded Steel Pipe Encasement for 4-inch sewer service connections	\$121.00	\$72,600.00	\$60.00	\$36,000.00	\$60.00	\$36,000.00		
37.	870	LF	*16-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$146.00	\$127,020.00	\$160.00	\$139,200.00	\$160.00	\$139,200.00		
38.	231	LF	*20-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$162.00	\$37,422.00	\$150.00	\$34,650.00	\$150.00	\$34,650.00		
39.	3	AC	*Hydroseed and Mulch	\$3,500.00	\$10,500.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00		

TABULATION OF BIDS RECEIVED MARCH 7, 2017 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas
USI Project No. 1009022

Company: Arkansas License No.: Address: City, State:				Crossland Heavy Contractors 0067301117 833 S. East Avenue Columbus, KS 66725				L.E. Davis Construction 0020290418 212 Coy Street Harrison, AR 72601			
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
40.	1,220	LF	*Concrete Curb and Gutter	\$26.00	\$31,720.00	\$35.00	\$42,700.00				
41.	15	SY	*Concrete Sidewalk	\$98.00	\$1,470.00	\$100.00	\$1,500.00				
42.	350	SY	*Concrete Pavement Repair	\$81.00	\$28,350.00	\$90.00	\$31,500.00				
43.	1,000	SY	*Asphalt Pavement Repair	\$79.00	\$79,000.00	\$90.00	\$90,000.00				
44.	1	LS	Stormwater Pollution Prevention Erosion Controls	\$95,000.00	\$95,000.00	\$75,000.00	\$75,000.00				
45.	1	LS	Contingency Allowance	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00				
TOTAL BASE BID					\$2,335,007.00		\$2,154,300.00				

ALTERNATE BID - PEDESTRIAN TUNNEL (INTERSECTION OF 8TH STREET & J STREET)

Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
46.	1	LS	General Conditions & Mobilization (Not to Exceed 5% of Total Amount for Alternate Bid Excluding General Conditions & Mobilization)	\$109,949.85	\$109,949.85	\$100,000.00	\$100,000.00		
47.	1	LS	Trenching and Excavation Safety Systems	\$125,000.00	\$125,000.00	\$45,000.00	\$45,000.00		
48.	1	LS	Maintenance of Traffic	\$90,000.00	\$90,000.00	\$60,000.00	\$60,000.00		
49.	230	LF	12-ft. x 9-ft. Pre-cast RCB	\$1,350.00	\$310,500.00	\$1,900.00	\$437,000.00		
50.	1	EA	Cast-in-Place Tunnel Junction	\$152,000.00	\$152,000.00	\$107,000.00	\$107,000.00		
51.	2	EA	Cast-in-Place Tunnel Headwalls	\$10,000.00	\$20,000.00	\$5,500.00	\$11,000.00		
52.	9,182	SFF	Cast-in-Place Retaining Walls & Tunnel Approaches	\$651,922.00	\$6,000,000.00	\$73.00	\$670,286.00		
53.	307	SY	Concrete Trail through Pre-cast RCB	\$71.00	\$21,897.00	\$86.00	\$26,472.00		
54.	1,189	LF	Decorative Handrail	\$61.00	\$72,529.00	\$120.00	\$142,680.00		
55.	1,220	LF	4-Inch Perforated Pipe & Drainage Backfill	\$53.00	\$64,660.00	\$52.00	\$63,440.00		
56.	1	EA	Sump Pump Assembly & Pit	\$3,900.00	\$3,900.00	\$6,300.00	\$6,300.00		
57.	1	EA	Drainage Inlet & Grate	\$2,600.00	\$2,600.00	\$3,000.00	\$3,000.00		
58.	15	EA	Pedestrian Lighting (Interior)	\$600.00	\$9,000.00	\$515.00	\$7,725.00		
59.	7	EA	Pedestrian Lighting (Exterior)	\$1,000.00	\$7,000.00	\$1,000.00	\$7,000.00		
60.	3	EA	Motion Detector	\$300.00	\$900.00	\$340.00	\$1,020.00		
61.	1	EA	Power Supply & Raceway	\$18,000.00	\$18,000.00	\$19,000.00	\$19,000.00		
62.	124	LF	Asphalt Pavement Repair	\$650.00	\$80,600.00	\$625.00	\$77,500.00		
63.	1	LS	Relocation of Traffic Signals	\$71,000.00	\$71,000.00	\$70,000.00	\$70,000.00		
64.	1	LS	Signage & Striping	\$12,200.00	\$12,200.00	\$11,000.00	\$11,000.00		
65.	1	LS	Site Restoration	\$80,000.00	\$80,000.00	\$175,000.00	\$175,000.00		
66.	300	CY	Rock Excavation	\$155.00	\$46,500.00	\$0.00	\$0.00		
67.	121	LF	*12-inch Gravity Sewer (PVC SDR-26)	\$85.00	\$10,285.00	\$90.00	\$10,890.00		
68.	121	LF	*6-ft. to 10-ft. Extra Depth Sewer Trench	\$68.00	\$8,228.00	\$35.00	\$4,235.00		
69.	5	LF	*10-ft. to 14-ft. Extra Depth Sewer Trench	\$24.00	\$120.00	\$50.00	\$250.00		
70.	1	EA	*4-ft. Dia. Cast-in-Place Manhole	\$3,700.00	\$3,700.00	\$3,000.00	\$3,000.00		
71.	17	VF	*4-ft. Dia. Manhole Barrel Extension	\$122.00	\$2,074.00	\$900.00	\$5,100.00		
72.	90	LF	*Plug, Abandon & Fill Existing Gravity Sewer Lines (8" & 12" diameters)	\$27.00	\$2,430.00	\$10.00	\$900.00		
73.	324	LF	*8-inch Water Line (C900 DR14 PVC)	\$81.00	\$26,244.00	\$50.00	\$16,200.00		
74.	429	LB	*Ductile Iron Fittings for Water Service	\$7.00	\$3,003.00	\$12.00	\$5,148.00		
75.	16	LF	*10-inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$146.00	\$2,336.00	\$100.00	\$1,600.00		

USI Consulting Engineers, Inc. 1009022 Certified Bid Tab

TABULATION OF BIDS RECEIVED MARCH 7, 2017 (CONTINUED)
CONTRACT SECTION II - 8TH STREET WATER & SEWER RELOCATIONS (S.E. D STREET TO MOBERLY LANE)
AND PEDESTRIAN TUNNEL (8TH STREET & J STREET INTERSECTION)

for the
City of Bentonville, Arkansas
 USI Project No. 1009022

Plans and Specifications Dated: January 2017

Company: Arkansas License No.: Address: City, State:			Grossland Heavy Contractors 0067301117 833 S. East Avenue Columbus, KS 66725			L.E. Davis Construction 0020290418 212 Coy Street Harrison, AR 72601		
Item No.	Quantity	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount	Total Amount
76.	30	LF	**20-Inch Direct Bury (Open Cut) with Welded Steel Pipe Encasement	\$162.00	\$4,860.00	\$150.00	\$4,500.00	
77.	60	LF	18-Inch RC Pipe	\$63.00	\$3,780.00	\$90.00	\$5,400.00	
78.	230	LF	24-Inch RC Pipe	\$75.00	\$17,480.00	\$140.00	\$32,200.00	
79.	820	LF	30-Inch RC Pipe	\$105.00	\$85,100.00	\$165.00	\$102,300.00	
80.	2	EA	4-ft. Drop Inlet	\$4,200.00	\$8,400.00	\$6,800.00	\$13,600.00	
81.	2	EA	4-ft. Drop Inlet Extension	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	
82.	1	EA	12-ft. Drop Inlet Extension	\$1,400.00	\$1,400.00	\$3,200.00	\$3,200.00	
83.	1	EA	16-ft. Drop Inlet Extension	\$1,900.00	\$1,900.00	\$3,700.00	\$3,700.00	
84.	2	EA	Modified 5-ft. Drop Inlet with Removable Grated Inlet	\$4,600.00	\$9,200.00	\$6,000.00	\$12,000.00	
85.	2	EA	5-ft. Junction Box with Grated Inlet	\$3,800.00	\$7,600.00	\$7,000.00	\$14,000.00	
86.	2	EA	5-ft. Drop Inlet	\$4,800.00	\$9,600.00	\$7,000.00	\$14,000.00	
87.	1	EA	5-ft. Drop Inlet with Grated Inlet and Curb Inlet Flume	\$5,600.00	\$5,600.00	\$9,000.00	\$9,000.00	
88.	175	LF	**Full Depth Aggregate Base Course, Class 7	\$58.00	\$10,150.00	\$60.00	\$10,500.00	
89.	465	LF	**Concrete Curb & Gutter	\$28.00	\$12,090.00	\$35.00	\$16,275.00	
90.	505	SY	Concrete Sidewalk (Demolition, Removal and Replacement)	\$93.00	\$46,965.00	\$125.00	\$63,125.00	
91.	1	LS	Demolition and Removal of Existing Drop Inlets and Extensions	\$10,600.00	\$10,600.00	\$40,000.00	\$40,000.00	
92.	150	SY	**Concrete Pavement Repair	\$12,150.00	\$1,822,500.00	\$90.00	\$13,500.00	
93.	300	SY	**Asphalt Pavement Repair	\$81.00	\$24,300.00	\$90.00	\$27,000.00	
TOTAL ALTERNATE BID					\$2,245,925.85		\$2,478,446.00	
TOTAL BASE BID + ALTERNATE BID					\$4,580,932.85		\$4,953,746.00	

Denotes correction to submitted bid calculations.
 Denotes correction to adjust to bid instructions.

*To be Used at the Direction of the Engineer

**The Contractor must use the same unit price for this item as bid
 ***The Contractor must use the same unit price for this item as bid

USI Consulting Engineers, Inc.
 4847 Kaylee Avenue
 Springdale, AR 72762

Certified Correct: Charles R. Nickle, P.E. - Arkansas No. 4544

WALTON FAMILY
FOUNDATION

October 28, 2016

Mike Churchwell
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant to complete
the funding of Tunnel
Alternate Bid Cost.

Dear Mr. Churchwell,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") intends to issue a grant in the amount of \$61,290.95 to City of Bentonville ("Grantee").

This grant is to complete the funding of the Alternate Bid for the 8th Street Tunnel . The low bid was \$1,711,290.98 and this exceeds the original budget and current Grant 2015-1282 by the Walton Family Foundation by \$61,290.98. With both Grants, the full Alternate Bid amount will be funded in full.

The question of funding the remaining utility work will also be funded by a Self-Direct Grant from the Foundation. There is an estimated budget from AT&T to move a fiber optic line for \$250,000. It was discussed that this amount could be lower but for budgeting, this amount was given. Since this will be one of the first things to be done, we will get this cost very early in the project. Once that number is finalized, we will do the same process of providing a grant from the Foundation to fund the utility cost as we did for the shortfall in the tunnel cost. We also received a proposed estimate from Black Hills Energy on relocating a high pressure gas line. The estimate is \$142,435.59. This will follow the process for funding the fiber optic line, noted above. When the cost is finalized, a grant from Foundation will fund the cost of this utility work. The gas line routing is under review with the gas utility company to look at ways to reduce cost.

Once the details are finalized, the foundation will issue a formal grant letter. 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@wvffmail.com.

Sincerely,

Kyle J. Peterson
Executive Director

Call: 781.226.1800 Fax: 781.226.1801
www.waltonfamilyfoundation.org

Mike Bender

From: Doug Bryant [REDACTED]
Sent: Monday, March 20, 2017 11:12 AM
To: Mike Bender
Subject: RE: 8th & J Tunnel

Mike, thanks for the updated schedule on the award of the tunnel phase of the 8th Street project. We are prepared to proceed with the added cost to the utility relocation to allow the tunnel option to be done during the 8th street project. Thank you for your help in the design and bidding of the project.

From: Mike Bender [mailto:mbender@bentonvillear.com]
Sent: Monday, March 20, 2017 9:46 AM
To: Doug Bryant [REDACTED]
Subject: 8th & J Tunnel

Doug,

Can you send me something in writing that confirms the tunnel is still a go? I am taking the bid award to the March 28th Council meeting. Burns & McDonnell is looking into the cost share regarding the storm sewer in the tunnel schedule to break that out properly.

Thanks,

Mike Bender, PE
Public Works Director
City of Bentonville
305 SW A Street, Bentonville, Arkansas 72712
Phone: 479-271-6720 Fax: 479-271-6807
E-mail: mbender@bentonvillear.com

Information in this message may be privileged or confidential. Information is intended for the sole use of the addressee. No consent is given for unauthorized viewing or distribution.

AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____, in the year 2017

by and between City of Bentonville, Arkansas (hereinafter called OWNER) and

ARCO Excavation & Paving, Inc. (hereinafter called CONTRACTOR).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. **WORK**

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**Contract Section II – 8th Street Water & Sewer Relocations
(S.E. D Street to Moberly Lane) and Pedestrian Tunnel
AHTD Project No. 090377**

Water and sanitary sewer utility relocations and associated work from S.E. D Street to Moberly Lane including but not limited to furnishing and installing approximately 100 LF of 6" PVC waterline, 5500 LF of 8" PVC waterline, 120 LF of 12" PVC waterline, 2050 LF feet of 8" PVC gravity sewer line, 800 LF feet of 12" PVC gravity sewer line, 450 LF of 2" bore with HDPE (SDR-11) pipe encasement for water service connections, 600 LF of 8", 870 LF of 16" and 231 LF of 20" direct bury steel encasement pipe, and all required fittings, valves, fire hydrant assemblies, meter settings, service lines, manholes, connections to existing lines and manholes, curb and gutter and pavement repair.

The work for the 8th Street and J Street Pedestrian Tunnel generally consists of 230 LF of 12'x9' RCB, 9182 SFF of retaining wall and tunnel approaches, decorative handrail, and 307 SY of concrete trail through the tunnel. Wall mounted lighting, signage, painted striping, and a sump pump will be installed within the tunnel. Relocation of water, sewer, franchise utilities, storm sewer, traffic signals, and other miscellaneous items will be necessary for the completion of the work.

Article 2. **ENGINEER**

The Project has been designed by USI Consulting Engineers, Inc. and Burns and McDonnell who are hereinafter called Engineer and who are to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIMES**

3.1 The work included in each Bid Schedule will be substantially complete within the number of calendar days listed below after the date when the Contract Times commence

to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within the number of calendar days listed below after the date when the Contract Times commence to run.

Contract Section II – Water Line #8-6(0+00 to 3+60), W/L Crossing #8-6, Water Line #8 (3+63 to 23+88), W/L Crossings 8-2, 8-3, 8-4, and 8-5, Water Line #10 (0+00 to 13+58), Water Line #9 (0+00 to 2+46) including all Water Service Connections - Sewer Line #5 (0+00 to 3+00), Abandon 2,355 LF of 6" W/L and 410 LF of 8" W/L, Storm Sewer Relocation, Traffic Signal Relocation, and other miscellaneous items to allow for Construction of the Pedestrian Tunnel:

Substantial Completion: 120 days Final Completion: 150 days

All other work in Contract Section II including the Pedestrian Tunnel:

Substantial Completion: 270 days Final Completion: 300 days

These Contract Times include delays for normal (average) weather-related events, such as rain, snow, and freezing temperatures which may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor.

Days Included in Contract Times
for Normal Weather-Related Events
(On A Monthly Basis)

January	11
February	9
March	8
April	8
May	8
June	8
July	7
August	7
September	7
October	7
November	7
December	8

The Contractor shall include within the Contract Times the respective number of days (as shown above for each month during the Contract) for normal weather-related events, which may cause delays in the progress of the Work, and place a sufficient work force on the project to ensure completion of the Work within the Contract Times.

Article 4. CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract

Documents an amount in current funds equal to the sum of the amounts determined from the accepted Bid therefore, subject to additions and deductions, as provided in the Specifications, for unit and lump sum prices in the Bid, the total sum being

<u>Three Million Eight Hundred Thirty-Four Thousand Four Hundred Eighty-Three Dollars and No Cents</u>	
Dollar Amount Written in Words	<u>(\$3,834,483.00).</u>
	Total in Figures

pursuant to paragraphs 4.1 and 4.2 below, adjusted as follows: Increased \$1,000.00 for each day final completion precedes the final completion calendar day total, or decreased \$1,000.00 for each day final completion exceeds the final completion calendar day total (subject to any changes in the final completion calendar day total by change order). The ultimate increase for both separate completion schedules is limited to a maximum of 50 calendar days or \$50,000.00. There is no maximum calendar day limit for exceeding the final completion calendar day total for each separate schedule.

4.1 For all Unit Price work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the estimated quantity of that item as indicated in the accepted Bid.

4.2 As provided in paragraph 13.03.B of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications will be made by Engineer as provided in paragraph 13.03.D of the General Conditions. Unit prices have been computed as provided in paragraph 13.03.C of the General Conditions.

4.3 A contingency allowance of \$150,000.00 will be allowed for use at the discretion of the Mayor and Traffic Engineer to cover increased costs of existing units, off set cost of new units and used to reconcile the final contract amount.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Engineer will process applications for Payment as provided in the General Conditions.

5.1 Progress Payments; Retainage. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 15.01.E of the General Conditions:

In the case of a construction contract entered into between a public agency and a contractor who is required to furnish a performance bond, the contractor shall be

entitled to payment of ninety-five percent (95%) of the earned progress payments when due, with the public agency retaining five percent (5%) to assure faithful performance of the contract.

100% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 15.01.B of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 15.01.E of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 15.06.B.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in paragraph 5.03.A of the General Conditions. Contractor accepts the determination set forth in paragraph 5.03 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 5.03 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and

procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7 Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement.
- 7.3 Performance, Payment and other Bonds.
- 7.4 Notice to Proceed.
- 7.5 General Conditions.
- 7.6 Specifications consisting of divisions, sections and provisions as listed in the Table of Contents.
- 7.7 Drawings.
- 7.8 Addenda numbers, inclusive.
- 7.9 Contractor's bid.
- 7.10 Documentation submitted by Contractor prior to Notice of Award.
- 7.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 11.01 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 11.01 of the General Conditions.

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

8.2 The Contractor and all Subcontractors shall pay not less than the minimum prevailing hourly wage rates as found by the Arkansas Department of Labor or as determined by the Court on Appeal to all workmen performing work under the Contract.

8.3 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.4 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.5 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on their behalf.



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, March 28, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, March 28, 2017 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: March 14, 2017**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lot 4 Neal's Center Subdivision, Richard & Catherine Grubbs, 220, 226, & 230 North Walton Boulevard, C-2, General Commercial.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment that will create one lot from three parcels. The new lot will be known as Lot 4 (1.54 acres) of Neal's Center Subdivision. A public utility easement will be dedicated with the plat and the new lot will have access to public utilities and a public street.

- 1b. **Property Line Adjustment: Lot 1 Groundhog Addition, North Arkansas Wholesale Co Inc., Southeast 'C' Street & Southeast 10th Street, A-1, Agricultural.**

The Planning Commission voted 6-0, recommending approval.

The applicant has submitted a property line adjustment creating one lot from three parcels. The new lot will be known as Lot 1 (14.18 acres) of Groundhog

Addition. Per the current Master Street Plan requirements, right-of-way is being dedicated along SW C Street. Two public utility easements are also being dedicated with the plat. The new lot will have access to public utilities and a public street.

- 1c. **Rezoning: Lamplighter Restorations, LLC, 206 Southeast 6th Street, From R-1, Single Family Residential to DN-4, Downtown Mixed-Use Residential.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Downtown Mixed Use Residential (DMUR). The DN-4, Downtown Mixed-Use Residential district is an appropriate zoning district for this designation.

- 1d. **Rezoning: Joseph Kupillas, 3700 East Central Avenue, From R-1, Single Family Residential to R-O, Residential Office.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Office (O). The R-O, Residential Office district is an appropriate zoning district for this designation.

- 1e. **Rezoning: Kensington Square, LLC, 3702 East Central Avenue, From R-O, Residential Office to R-1, Single Family Residential.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan depicts this property as Low Density Residential (LDR). The R-1, Single Family Residential zoning is an appropriate zoning district for this designation.

2. Public hearing and ordinance vacating a Utility Easement located at 2411 NW Rita Way in Hidden Springs Subdivision PH1 to the City of Bentonville, Arkansas, Benton County, Arkansas.
3. An ordinance authorizing the Mayor and the City Council to enter into a contract with NovaTech for (1) Remote Terminal Units for Bentonville's Substation "E" in the amount of \$33,467.50 plus tax. This equipment is "single source" and matches the Remote Terminal Units at all existing Substations. All the Remote Terminal Units work with our existing central master station. This is a 2017 budgeted item.
4. An ordinance authorizing the Mayor and City Council to enter into a contract with DBA AZZ Switchgear Systems to provide Substation Relay Panels for Substation "E" to the City of Bentonville Electric Department in the amount of \$80,155.00 and waiving the requirements of competitive bidding.
5. An ordinance authorizing the Mayor and City Council to enter into a agreement with Hooten Equipment Company to remove the existing underground fuel

storage tanks once they are abandoned in the amount of \$30,550.00. This is in conjunction with the upcoming move.

6. Recommend the Mayor and City Council award the outside contractor services bid to Team Fishel. See attached bid tab for pricing.
7. A resolution authorizing the Mayor and City Council to enter into an agreement with Wal-Mart to cost share the design and construction of a new substation (Substation "J") in order to serve a future expansion at the David Glass Technology Center.
8. Staff recommends to the Mayor and City Council approve the change order to the materials contract with Dis-Tran in the amount of \$45,158.54.
9. Request City Council approve the attached change to the City's 2017 Pay Plan to adopt "Additional Pay" (Add-Pay) for specifically identified maintenance skills that are either mandated by law or by economic necessity. The City has been struggling with recruiting candidates with these specific skills (licenses/certifications/permits/training) to fill openings and/or to encourage existing staff to acquire these licenses, certifications, permits, or training. Not having these necessary capabilities will require the City of contract with outside service providers at significantly more money than these proposed add-pays.
10. Fire Department Staff recommends Council award bid # 17-07 (\$23,472.06) to Honda of Russellville to purchase a Utility Task Vehicle (UTV) to be utilized on the trail system.
- 11a. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a Utility Agreement with the Arkansas State Highway Commission for preliminary engineering services associated with AHTD Project No. BB0903 Interstate 49 and Hwy 71B Interchange Improvements.
- 11b. Staff recommends Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI Engineering in an amount not to exceed \$37,700.00 for preliminary engineering services associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. BB0903 - Interstate 49 Improvements at Hwy 71B Interchange. This contract will qualify for reimbursement per AHTD's Utility Accommodation Policy.
- 11c. Staff recommends Council approval of a Budget Adjustment in the amount of \$37,700.00 to front costs for preliminary engineering associated with the Utility Agreement with the Arkansas State Highway Commission for AHTD Project No. BB0903 - Interstate 49 Improvements at Hwy 71B Interchange.
12. Award Bid No. 17-06 to ARCO Excavation and Paving, Inc. in the amount of \$3,834,483.00 for Contract Section II - 8th Street Water and Sewer Relocations (SE "D" Street to Moberly Lane) and Pedestrian Tunnels (8th Street and "J" Street Intersection). See attached memo, letter of recommendation to award bid, letter from Walton Family Foundation, and bid tabulation. Costs will be covered by funds from the 8th Street Escrow account.