

1. Agenda

Documents:

[AUGUST 8, 2017 CITY COUNCIL FULL AGENDA.PDF](#)

2. Short Agenda

Documents:

[AUGUST 8, 2017 CITY COUNCIL SHORT AGENDA.PDF](#)



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, August 07, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, August 08, 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: July 25, 2017**

AGENDA

1. Appointment of Chad Goss to the City of Bentonville's Advertising and Promotion Commission. **(Page 3)**
2. Reappointment of Richard Binns to the City of Bentonville's Planning Commission. This is for a 5-year term that will expire on July 1, 2022. **(Page 4)**
3. Appointment of Elaine Kerr to the City of Bentonville's Planning Commission. This is for a 5-year term that will expire on July 1, 2022. **(Page 5-6)**
4. Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to approve an ordinance allowing the purchase of an OB-60G with a 535 gallon supply tank, 359° oscillating atomizing nozzle and a programmable ON/Off switch, mounted on an 18' trailer. This is a 2017 budgeted item. **(Pages 7-12)**
5. Staff requests a budget adjustment for electrical panels at the compost facility to power odor control equipment. Three (3) stations will allow flexibility to position equipment to maximize effective odor control, regardless of wind direction. **(Pages 13-17)**
6. Staff recommends approval of Change Order No.1 and Final Reconciliation for Dean Crowder Construction, Inc. for an increase of \$4,298.50 and an additional 120 calendar days for Schedule B of the 8th Street Water and Sewer

Relocations (Moberly Lane to I-49) associated with the widening of 8th Street. This change order reflects final measured quantities and additional time due to coordination with franchise utilities, accommodating affected large businesses, and material related issues. Increased cost will be covered by funds from the 8th Street reserves. **(Pages 18-24)**

7. Staff requests City Council approval of Change Order No. 1 to Luttrell Enterprises (Bid No. 2017-08) for Removal and Disposal of Litter and Mowing and Trimming of State Highway Rights-of-Ways within the City of Bentonville City Limits to allow additional mowing and trimming cycles up to the budgeted amount of \$115,000.00. The contract was awarded based on 10 cycles for a total not to exceed \$68,069.20. This has been a fairly wet year to date and mowing cycles have been short. Staff requests Council to authorize spending up to the budgeted amount allotted for this service to add cycles utilizing the unit prices in the contract. **(Pages 25-27)**
8. Staff requests City Council approval of a resolution authorizing the City of Bentonville to provide sanitary sewer service to property addressed 3501 West Hudson Road located within the corporate limits of the City of Rogers. The City of Rogers has approved this request. **(Pages 28-35)**
- 9a. City council approval of a resolution allowing the Mayor and City Clerk to enter into an amended agreement with Sand Creek Engineering for engineering and design services for the North Main Sidewalk project. The cost of this amendment is \$6,000.00 which will cover additional surveying, design work and As-builts. **(Pages 36-45)**
- 9b. City council approval of a budget adjustment for Sand Creek Engineering in the amount of \$6,000.00 which will cover additional surveying and design work for the Elm Tree Toad and HWY 72 West Intersection Improvements. **(Pages 46-48)**
10. City council approval of Change Order #1 for Elm Tree Road and HWY 72 West Intersection Improvements. Change order will include a speciality foundation for one of the Traffic Arm foundations, the addition of water main fittings, and additional days to the construction contract. The cost for Change Order #1 is \$26,375.00, which will be covered by the \$80,000.00 contingency in the original contract. **(Pages 49-51)**
11. An ordinance authorizing the Mayor and City Council to enter into an agreement with Irby Utility for the purchase of a S&C Remote Supervisory Vista Underground Distribution Switchgear in the amount of \$129,610.00 plus tax. **(Pages 52-57)**



August 3, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Chad Goss to the City of Bentonville's
Advertising and Promotion Commission.

I recommend Chad Goss for appointment to the City of Bentonville's
Advertising and Promotion Commission.

Bob McCaslin



August 3, 2017

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

I recommend Richard Binns for reappointment to the City of Bentonville's Planning Commission. Mr. Binns' term will expire on July 1, 2022.

A handwritten signature in blue ink, appearing to read 'Bob McCaslin', is positioned above the printed name.

Bob McCaslin



August 3, 2017

To: City Council Members & City Clerk
From: Mayor Bob McCaslin
Subject: Appointment of Elaine Kerr to the City of Bentonville's
Planning Commission.

I recommend Elaine Kerr for appointment to the City of Bentonville's Planning Commission. Mrs. Kerr's term will expire on July 1, 2022.

A handwritten signature in blue ink, appearing to be 'BM' or 'Bob McCaslin', is written above the printed name.

Bob McCaslin



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

APPLICANT INFORMATION

Name

* Must be a Bentonville resident to serve on a Bentonville Board or Commission.

If married, spouse's name:

Home Address

City

Home/Cell Phone

Business Phone

Email Address

Occupation

Employer

Length of Residency in Bentonville

REFERENCES

Name

Phone

Email

Name

Phone

Email

Please select all commissions / boards for which you would like to be considered:

- ☐ Advertising & Promotion Commission
- ☐ Airport Advisory Board
- ☐ Bentonville Facility Board
- ☐ Board of Adjustment
- ☐ Bentonville Housing Authority
- ☐ Criminal Nuisance Abatement Board

- ☐ Library Advisory Board
- ☐ Ozark Regional Transit Authority (Bentonville representative)
- ☐ Parks & Recreation Advisory Board
- ☒ Planning Commission
- ☐ Public Art Advisory Committee
- ☐ Tree & Landscape Advisory Committee

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

I have been active in many organizations and community activities in Bentonville. Just recently finished 10 years on Library Advisory Board, past president of Bentonville Garden Club, monthly contributing writer for Celebrate Magazine, Officer in DAR, active in PEO, COL Auxillary, Paul Harris Fellow of Rotary International, and volunteer in many charitable organizations. Attended University of Tulsa and retired as Assistant to the Treasurer of Tulsa, Oklahoma

2. Why would you like to be considered for appointment to this commission or board?

I am interested and proud of everything in Bentonville. I have embraced the many well thought out additions and changes to our beautiful city. I find us to be a close and caring community. I have attended many open meetings for the city, written letters of support for our city and have great interest in where and how we will be moving forward.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112.

If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 8, 2017

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-6749

ACTION REQUIRED:

Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to approve an ordinance allowing the purchase of an OB-60G with a 535 gallon supply tank, 359° oscillating atomizing nozzle and a programmable ON/Off switch, mounted on an 18' trailer. This is a 2017 budgeted item.

COST TO CITY:

Cost of this Request: \$74,654

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	80,000
Funds Expended to Date		-
Remaining Budget		80,000
Budget Adjustment		-
Remaining After Adjustment	\$	80,000

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



REQUEST FOR WAIVER OF BID

Date	<u>8/8/2017</u>		
Requested by:	<u>Nancy Busen</u>		
Department:	<u>Wastewater Utilities</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Odor Control Equipment for the Compost Facility</u>		
Year & Model:	<u>OB-60G portable, electric sprayer with programmable on/off timer.</u>		
Serial #	<u>None given</u>		
To Be Purchased From:	<u>BossTek</u>		
	<u>1607 W. Chanute Road</u>		
	<u>Peoria, IL 61615</u>		
Amount:	Base Amount:	\$	<u>68,176.92</u>
	Tax:	\$	<u>6,477.00</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>74,653.92</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
This unit was rented to assess performance. Odors were non detectable during peak odor producing operations. The \$7,000 rental fee for one month is refunded with purchase. Because this unit is currently in operation at the Compost Facility and the purchase will allow for uninterrupted service and seamless transition as well as the benefit of a \$7,000 credit toward the purchase price, it would be neither practical nor feasible to place this item for bid, as it is a sole source item. This is included in the 2017 budget.			
_____ Department Head		_____ Director of Finance & Administration	
Revised 6-18-99			

Memo



To: City Council, Mayor McCaslin

From: Nancy Busen, Wastewater Utilities

CC: Mike Bender

Date: August 8, 2017

Re: Request for Waiver of Bid Process for purchase of a unit to control odors at the compost facility.

Staff requests Mayor and City Council approval for an ordinance to waive competitive bidding for purchase of an OdorBoss OB-60G for odor control at the compost facility. A unit was leased for a month to assure that it was capable of performing adequately for our application. Used during the highest odor producing operations, no offensive odors were detected. The rental fee of \$7,000 is deducted from the purchase price of the unit.

Because this unit is currently in operation at the Compost Facility and the purchase will allow for uninterrupted service and seamless transition as well as the benefit of a \$7,000 credit toward the purchase price, it would be neither practical nor feasible to place this item for bid, as it is a sole source item. This is included in the 2017 budget.

Our goal is to become good neighbors to those living near the compost facility and those enjoying the surrounding trail system; after evaluation of products on the market for this application, we believe this is the most effective and economical option.

Thank you for your consideration of this request,



Quotation

Dust Control Technology (dba BossTek)
1607 W. Chanute Road
Peoria, IL 61615
USA

Date	Quote #
7/17/2017	QU35215

Page 1 of 2

Phone: 309-693-8600

Bill To
City of Bentonville Compost Facility 117 West Central Bentonville AR 72712

Ship To
City of Bentonville Compost Facility 2000 NW "A" Street Attn: Mark Kiggins Bentonville AR 72712

Quote Prepared For	Quote Prepared	Sales Rep	Quote Expi...	Terms
Nancy Busen	Glen Hardesty	Nick Waechter	8/16/2017	See Below

Item	Description	Qty	Qty Ty...	Price Ea.	Amount
2226 OB-60G with heat (Rental Machine for Sale)	***Payment terms: 50% in advance, 50% Net 30*** OB-60G with supply tank both mounted on an 18' trailer with components as follows: OB-60 with 25 HP fan and wye-delta start on galvanized skid mount, with air atomizing nozzle, 10 HP air compressor, 359° oscillation, 0-50° hand crank vertical adjustment jack, stainless steel control panel with remotely located HMI touch screen display for machine control, and 150 ft of multi-conductor flexible cord and no plug. Includes heaters on check valves, water side nucleator probe heat, regulator heat, and 120 volt space heater in enclosure. Heat in enclosure can be plugged into a 120 volt power source so that it can be run without running a 480 volt generator. Also an enclosure around the tank, pump, and return valve. Flow is approximately 0.5 gpm. 535 gallon horizontal leg tank, 1/2 HP goulds booster pump, filter, and level switch to alarm tank needs refilling and shutdown the machine. Customer must provide a 480V/3 phase/60 Hz power source.	1	Unit (s)	68,700.00	68,700.00

Customer Signature

Date



Quotation

Dust Control Technology (dba BossTek)
1607 W. Chanute Road
Peoria, IL 61615
USA

Date	Quote #
7/17/2017	QU35215

Page 2 of 2

Phone: 309-693-8600

Item	Description	Qty	Qty Ty...	Price Ea.	Amount
Parts	OdorBoss to have programmable timer added in. (Set when the unit turns on/off)	1		4,276.92	4,276.92
Freight	Estimated freight from Peoria, IL 61615 to Bentonville, AR 72712 Estimated, non-guaranteed transit time: 2-3 days, excluding holidays and weekends	1		2,200.00	2,200.00
Credit - Rental	100% of the first four weeks of paid rent will be applied to purchase price ***Contingent upon the payment of rental Invoice 33924*** New units come with a 3 year, 3000 hour warranty.	1		-7,000.00	-7,000.00
				<i>est tax</i>	<i>6,477</i>

Total

\$68,176.92
\$ 74,653.92

Customer is responsible for all taxes, freight, customs, duties, and other fees. Ownership of machines and equipment sold by any invoice relating to this quote does not transfer until completely paid for. Overdue invoices may be subject to a 5% interest charge compounded on a weekly basis.

Sale of equipment by Dust Control Technology, Inc. (dba BossTek) is subject to Dust Control Technology's general terms and conditions of sale posted on Seller's web site at bosstek.com (Quick Links > Terms & Conditions). Customer's receipt or acceptance of delivery of any ordered item will constitute its acceptance of Seller's Terms & Conditions.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO PURCHASE AN ODOR CONTROL
DEVICE FOR THE COMPOST FACILITY 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 purchase an OdorBoss OB-60G for odor control at the Compost Facility from BossTek, in an amount not to exceed \$68,700.00, plus applicable tax, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this unit is currently in operation at the Compost Facility and the purchase will allow for uninterrupted service and seamless transition as well as the benefit of a \$7,000 credit toward the purchase price, it would be neither practical nor feasible to advertise for competitive bidding, 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 #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 8, 2017

Submitted by:

Nancy Busen

Department

Wastewater Utilities

Phone

271-6840

ACTION REQUIRED:

Staff requests a budget adjustment for electrical panels at the compost facility to power odor control equipment. Three (3) stations will allow flexibility to position equipment to maximize effective odor control, regardless of wind direction.

COST TO CITY:

Cost of this Request: \$16,482

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	16,482
Remaining After Adjustment	\$ 16,482

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo



To: City Council, Mayor McCaslin
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: August 8, 2017
Re: Electrical panel installation

Staff requests a budget adjustment in the amount of \$16,482.00 for three (3) electrical panels at the compost facility to allow odor control maximization regardless of wind direction.

Thank you for your consideration of this request,



Electrical Contractors

BILL'S ELECTRIC, INC.

City of Bentonville

608 SE 3rd St
Bentonville, AR 72712
P:479-271-3135
F:479-271-5994

7/24/17

RE: Composite Yard Power Design #2

Tony Howard,

BEI is pleased to provide the following Pricing for the project listed above. Per drawing dated 7/12/17

\$16,482.00 Sixteen Thousand Four Hundred Eighty-Two dollars and 00/100.

Inclusions

- INSTALL 3 PHASE 60 AMP BREAKER, ON EXISTING PANEL
- INSTALL 2' SCH 40 PVC CONDUIT PER BEUD SPEC DS-1403/1404
- INSTALL A TOTAL OF (3)- 60A WEATHER PROOF FEMALE PIN & SLEEVE RECEPTS AND 12X12X6 NEMA 3R JUNCTION BOX (RED SQUARE)
- INSTALL 12X12X6 NEMA 3R JUNCTION BOX (GREEN SQUARE)
- ALL EQUIPMENT MOUNT TO MINIMUM 3"X2"X1/4"GALVINIZED ANGLE IRON
- SAW CUT AND REMOVE ASPHALT
- PROVIDE (1) MALE END 3PH 60AMP ON THE EQUIPMENT
- Arkansas license # 0077850417

Exclusions

- PANEL OR SERVICE
- ASPHALT TO PATCH THE ROAD
- OVERTIME OR AFTERHOURS

If you have any questions, please do not hesitate to call @ 479-877-0639

Sincerely, *Eli Llanes* Eli Llanes

If these terms are acceptable please sign. _____

This quotation is valid for thirty (30) days. Thank you for the opportunity to serve your electrical needs.

Corporate:

P.O. Box 707
1716 Falcon Street
Webb City, MO 64870
Ph. (417) 624-6860
Fax (417) 624-6966
bej@bejoplin.com

Lowell Office:

P.O. Box 1395
313 S. Lincoln Street
Lowell, AR 72745
Ph. (479) 770-5300
Fax (479) 770-5301

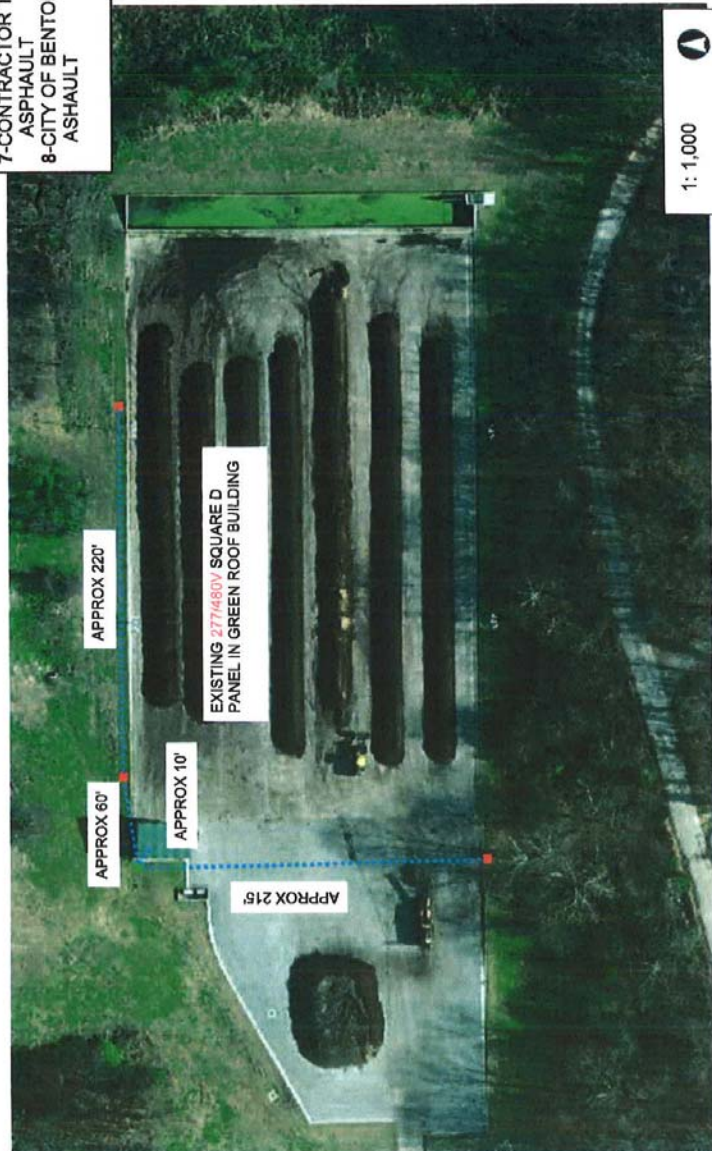
Springfield Office:

732 N. Miller Ave.
Springfield, MO 65802
Ph. (417) 865-2455
Fax (417) 865-2425

Claremore Office:

9554 Alawhe Drive
Claremore, OK 74019
Ph. (918) 341-4414
Fax (918) 341-1414

- 1-CONTRACTOR TO INSTALL 3 PHASE 60 AMP BREAKER
- 2-CONTRACTOR TO INSTALL 2' SCH 40 PVC CONDUIT PER BEUD SPEC DS-1403/1404
- 3-CONTRACTOR TO INSTALL A TOTAL OF 4-60A WEATHER PROOF FEMALE TWIST LOCK RECEPTS AND 6X6X4 NEMA 3R JUNCTION BOX (RED SQUARE)
- 4-CONTRACTOR TO INSTALL 12X12X6 NEMA 3R JUNCTION BOX (GREEN SQUARE)
- 5-ALL EQUIPMENT MOUNT TO MINIMUM 3"x2"x1/4" GALVANIZED ANGLE IRON
- 6-CONTRACTOR TO SIZE WIRE ACCORDINGLY
- 7-CONTRACTOR TO SAW CUT AND REMOVE ASPHALT
- 8-CITY OF BENTONVILL STREET DEPT TO REPAIR ASPHALT





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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 8, 2017

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff recommends approval of Change Order No.1 and Final Reconciliation for Dean Crowder Construction, Inc. for an increase of \$4,298.50 and an additional 120 calendar days for Schedule B of the 8th Street Water and Sewer Relocations (Moberly Lane to I-49) associated with the widening of 8th Street. This change order reflects final measured quantities and additional time due to coordination with franchise utilities, accommodating affected large businesses, and material related issues. Increased cost will be covered by funds from the 8th Street reserves.

COST TO CITY:

Cost of this Request: \$4,299

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ 8th Street Reserv
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



Memo



To: City Council, Mayor McCaslin
From: Mike Bender
CC:
Date: July 28, 2017
Re: Change Order No. 1 and Final Reconciliation, 8th Street Water and Sewer Relocations, Schedule B (Moberly Lane to I-49) – Dean Crowder Construction, Inc.

Staff recommends approval of Change Order No. 1 and Final Reconciliation for Dean Crowder Construction, Inc. for an increase of \$4,298.50 and an additional 120 calendar days for Schedule B of the 8th Street Water and Sewer Relocations (Moberly Lane to I-49) associated with the widening of 8th Street. This change order increases the contract from \$1,718,652.45 to \$1,722,950.95. This change order reflects final measured quantities and additional time due to coordination with franchise utilities (installed sporadically), accommodating affected large businesses (personnel schedules/vehicle and pedestrian traffic adjustments, water outages, etc.), and material related issues (large tapping valve needed replaced/rebuilt, delay in material shipping and subsequent testing). Increased cost will be covered by funds from the 8th Street reserves.

Thank you for your consideration of this request.

RECONCILIATION CHANGE ORDER

No. 1

PROJECT 8th Street Water & Sewer Relocations Schedule B (Moberly Lane to Interstate 49)

DATE OF ISSUANCE July 10, 2017

EFFECTIVE DATE July 10, 2017

OWNER City of Bentonville

OWNER's Contract No. USI Project No. 1009022 Schedule B

CONTRACTOR Dean Crowder Construction, Inc. ENGINEER USI Consulting Engineers, Inc. & Burns & McDonnell

You are directed to make the following changes in the Contract Documents.

Description: Reconciliation Change Order

Reason for Change Order: Reconciliation of quantities and contract time.

Attachments: Attachment A – shows bid item amounts to be deducted or added to Contract; & Attachment B – explaining reasons for changes to Original Contract Documents.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price	Original Contract Times
\$ 1,718,652.45	Substantial Completion: <u>January 24, 2017</u>
	Ready for final Payment: <u>February 23, 2017</u> days or dates
Net changes from previous Change Orders No. <u> </u> to No. <u> </u>	Net changes from previous Change Orders No. <u> </u> to No. <u> </u>
\$ NONE	NONE
Contract Price prior to this Change Order	Contract Times prior to this Change Order
\$ 1,718,652.45	Substantial Completion: <u>January 24, 2017</u>
	Ready for final Payment: <u>February 23, 2017</u> days or dates
Net Increase of this Change Order	Net Increase for this Change Order
\$ 4,298.50	120 Contract Days
Contract Price with all approved Change Orders	Contract Times for Phase 1 with all approved Change Orders
\$ 1,722,950.95	Substantial Completion: <u>May 24, 2017</u>
	Ready for final Payment: <u>July 07, 2017</u> days or dates

RE: [Redacted]
By: [Redacted]
Engineer (Authorized Signature)

APPROVED:
By: [Redacted]
Owner (Authorized Signature)

ACC: [Redacted]
By: [Redacted]
Contractor (Authorized Signature)

Date: 7/11/17

Date:

Date: 7-11-2017

EJCDC No: 1910-8-B (1990 Edition)

Project Number 1009022

RECONCILIATION CHANGE ORDER NO. 1 - ATTACHMENT A
8TH STREET WATER & SEWER RELOCATIONS
(MOBERLY LANE TO INTERSTATE 49)
BENTONVILLE, ARKANSAS

Original Agreement Amount:	\$1,718,652.45	Contractor: Dean Crowder Construction, Inc.	Owner: City of Bentonville
Total Amount Addition from Below:	\$4,298.50	804 SE 21st Street	117 W. Central
Final Agreement Amount:	\$1,722,950.95	Bentonville, AR 72712	Bentonville, AR 72712

Item No.	Unit Price	Bid Quantity	Completed Quantity	Total Quantity: Add or Deduct	Total Price Add or Deduct
1. 1 LS General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Bid Excluding General Conditions & Mobilization)	\$63,602.00	1.00	1.00	0.00	\$ -
2. 1 LS Trenching and Excavation Safety Systems	\$99,000.00	1.00	1.00	0.00	\$ -
3. 1 LS Maintenance of Traffic	\$65,450.00	1.00	1.00	0.00	\$ -
4a. 453 LF 8-Inch Gravity Sewer (PVC SDR-26) (75% of \$42.00) - Installed	\$31.50	453.00	445.00	-8.00	\$ (252.00)
4b. 453 LF 8-Inch Gravity Sewer (PVC SDR-26) (5% of \$42.00) - Tested	\$2.10	453.00	445.00	-8.00	\$ (16.80)
4c. 453 LF 8-Inch Gravity Sewer (PVC SDR-26) (20% of \$42.00) - Clean-up	\$8.40	453.00	445.00	-8.00	\$ (67.20)
5. 3 EA 4-ft. Dia. Cast-in-Place Manhole	\$2,161.00	3.00	2.00	-1.00	\$ (2,161.00)
6. 4 EA Plug and Abandon Existing Sewer Line	\$394.90	4.00	8.00	4.00	\$ 1,579.60
7. 3 EA Abandon Existing Manhole	\$606.10	3.00	4.00	1.00	\$ 606.10
8a. 530 LF 8-Inch Water Line (CL 50 DIP) (75% of \$66.50) - Installed	\$49.88	530.00	505.00	-25.00	\$ (1,246.88)
8b. 530 LF 8-Inch Water Line (CL 50 DIP) (5% of \$66.50) - Tested	\$3.33	530.00	505.00	-25.00	\$ (83.13)
8c. 530 LF 8-Inch Water Line (CL 50 DIP) (20% of \$66.50) - Clean up	\$13.30	530.00	505.00	-25.00	\$ (332.50)
9a. 183 LF 12-Inch Water Line (CL 50 DIP) (75% of \$93.80) - Installed	\$70.35	183.00	178.00	-5.00	\$ (351.75)
9b. 183 LF 12-Inch Water Line (CL 50 DIP) (5% of \$93.80) - Tested	\$4.69	183.00	178.00	-5.00	\$ (23.45)
9c. 183 LF 12-Inch Water Line (CL 50 DIP) (20% of \$93.80) - Clean-up	\$18.76	183.00	178.00	-5.00	\$ (93.80)
10a. 3,031 LF 24-Inch Water Line (CL 50 DIP) (75% of \$205.30) - Installed	\$153.98	3,031.00	3,030.00	-1.00	\$ (153.98)
10b. 3,031 LF 24-Inch Water Line (CL 50 DIP) (5% of \$205.30) - Tested	\$10.27	3,031.00	3,030.00	-1.00	\$ (10.27)
10c. 3,031 LF 24-Inch Water Line (CL 50 DIP) (20% of \$205.30) - Clean-up	\$41.06	3,031.00	3,030.00	-1.00	\$ (41.06)
11a. 206 LF 8-Inch Water Line (C900 DR14 PVC) (75% of \$49.00) - Installed	\$38.75	206.00	204.00	-2.00	\$ (73.50)
11b. 206 LF 8-Inch Water Line (C900 DR14 PVC) (5% of \$49.00) - Tested	\$2.45	206.00	204.00	-2.00	\$ (4.90)
11c. 206 LF 8-Inch Water Line (C900 DR14 PVC) (20% of \$49.00) - Clean-up	\$9.80	206.00	204.00	-2.00	\$ (19.60)
12. 2 EA Tapping Sleeve and Valve (24"X24")	\$40,741.20	2.00	2.00	0.00	\$ -
13. 1 EA Tapping Sleeve and Valve (24"X8")	\$5,544.70	1.00	1.00	0.00	\$ -
14. 4 EA Tapping Sleeve and Valve (8"X8")	\$2,784.10	4.00	4.00	0.00	\$ -
15. 1 EA Tapping Sleeve and Valve (12"X12")	\$4,680.85	1.00	1.00	0.00	\$ -
16. 3 EA 8-Inch Gate Valve	\$1,612.45	3.00	2.00	-1.00	\$ (1,612.45)
17. 1 EA 12-Inch Gate Valve	\$2,798.50	1.00	1.00	0.00	\$ -
18. 7 EA 24-Inch Gate Valve	\$22,359.40	7.00	7.00	0.00	\$ -
19. 1 EA Combination Air/Vacuum Valve/Vault Assembly	\$3,270.85	1.00	1.00	0.00	\$ -
20. 6 EA Fire Hydrant Assembly including Auxiliary Valve	\$5,927.35	6.00	5.00	-1.00	\$ (5,927.35)
21. 3 EA Salvage Existing Fire Hydrant Assembly	\$1,045.00	3.00	3.00	0.00	\$ -
22. 8 EA Cut, Cap & Abandon Existing Water Line	\$5,160.80	8.00	8.00	0.00	\$ -
23. 20 LF 16-Inch Open Cut with Welded Steel Pipe Encasement	\$68.75	20.00	20.00	0.00	\$ -
24. 210 LF 20-Inch Open Cut with Welded Steel Pipe Encasement	\$87.90	210.00	210.00	0.00	\$ -
25. 122 LF 24-Inch Open Cut with Welded Steel Pipe Encasement	\$110.00	122.00	119.00	-3.00	\$ (330.00)
26. 686 LF 40-Inch Open Cut with Welded Steel Pipe Encasement	\$210.20	686.00	600.00	-86.00	\$ (18,077.20)
27. 200 LF 40-Inch Bore with Welded Steel Pipe Encasement	\$647.20	200.00	240.00	40.00	\$ 37,888.00
28. 3,100 SY Hydroseed and Mulch	\$3.85	3,100.00	3100.00	0.00	\$ -
29. 130 LF Asphalt Pavement Repair	\$198.75	130.00	32.00	-98.00	\$ (19,477.50)
30. 1 LS Stormwater Pollution Prevention Erosion Controls	\$22,000.00	1.00	1.00	0.00	\$ -
CHANGE ORDERS					
31. 1 EA Tapping Sleeve and Valve (6"X6")	\$2,524.00	0.00	1.00	1.00	\$ 2,524.00
32. 16 LF Full Depth Class 7 Backfill	\$102.95	0.00	16.00	16.00	\$ 1,647.20
33. 82 LF Temporary Asphalt Pavement Repair	\$126.95	0.00	82.00	82.00	\$ 10,409.90
Total Amount Added to Original					\$ 4,298.50

USI Project No. 1009022.00
Attachment A

**ATTACHMENT B
RECONCILIATION CHANGE ORDER NO. 1**

8th Street Water & Sewer Relocations
USI Project No. 1009022.00 Schedule B

DESCRIPTION OF CHANGES TO THE BID ITEMS

1. General Conditions & Mobilization (Not to Exceed 5% of Total Amount of Bid Excluding General Conditions & Mobilization)

No Change

2. Trenching and Excavation Safety Systems

No Change

3. Maintenance of Traffic

No Change

4. 8-Inch Gravity Sewer (PVC SDR-26)

Field conditions allowed for the deduction of 8 LF of 8-Inch Gravity Sewer (PVC SDR-26). The estimated bid quantity was 453 LF. The unit cost is \$42.00 per LF. DEDUCT 8 LF @ a total of \$336.00.

5. 4-ft. Dia. Cast-in-Place Manhole

Field conditions allowed for the deduction of 1 EA of 4-ft. Dia. Cast-in-Place Manhole. The estimated bid quantity was 3 EA. The unit cost is \$2,161.00 per EA. DEDUCT 1 EA @ a total of \$2,161.00.

6. Plug and Abandon Existing Sewer Line

Field conditions allowed for the addition of 4 EA of Plug and Abandon Existing Sewer Line. The estimated bid quantity was 4 EA. The unit cost is \$394.90 per EA. ADD 4 EA @ a total of \$1,579.60.

7. Abandon Existing Manhole

Field conditions allowed for the addition of 1 EA of Abandon Existing Manhole. The estimated bid quantity was 3 EA. The unit cost is \$606.10 per EA. ADD 1 EA @ a total of \$606.10.

8. 8-Inch Water Line (CL 50 DIP)

Field conditions allowed for the deduction of 25 LF of 8-Inch Water Line (CL 50 DIP). The estimated bid quantity was 530 LF. The unit cost is \$66.50 per LF. DEDUCT 25 LF @ a total of \$1,662.50.

9. 12-Inch Water Line (CL 50 DIP)

Field conditions allowed for the deduction of 5 LF of 12-Inch Water Line (CL 50 DIP). The estimated bid quantity was 183 LF. The unit cost is \$93.80 per LF. DEDUCT 5 LF @ a total of \$469.00.

10. 24-Inch Water Line (CL 50 DIP)

Field conditions allowed for the deduction of 1 LF of 24-Inch Water Line (CL 50 DIP). The estimated bid quantity was 3,031 LF. The unit cost is \$205.30 per LF. DEDUCT 1 LF @ a total of \$205.30.

11. 8-Inch Water Line (C900 DR 14 PVC)

Field conditions allowed for the deduction of 2 LF of 8-Inch Water Line (C900 DR 14 PVC). The estimated bid quantity was 206 LF. The unit cost is \$49.00 per LF. DEDUCT 2 LF @ a total of \$98.00.

12. Tapping Sleeve and Valve (24"X24")

No Change

13. Tapping Sleeve and Valve (24"X8")

No Change

14. Tapping Sleeve and Valve (8"X8")

No Change

15. Tapping Sleeve and Valve (12"X12")

No Change

16. 8-Inch Gate Valve

Field conditions allowed for the deduction of 1 EA of 8-Inch Gate Valve. The estimated bid quantity was 3 EA. The unit cost is \$1,612.45 per EA. DEDUCT 1 EA @ a total of \$1,612.45.

17. 12-Inch Gate Valve

No Change

18. 24-Inch Gate Valve

No Change

19. Combination Air/Vacuum Valve/Vault Assembly

No Change

20. Fire Hydrant Assembly including Auxiliary Valve

Field conditions allowed for the deduction of 1 EA of Fire Hydrant Assembly including Auxiliary Valve. The estimated bid quantity was 6 EA. The unit cost is \$5,927.35 per EA. DEDUCT 1 EA @ a total of \$5,927.35.

21. Salvage Existing Fire Hydrant Assembly

No Change

22. Cut, Cap & Abandon Existing Water Line

No Change

23. 16-Inch Open Cut with Welded Steel Pipe Encasement

No Change

24. 20-Inch Open Cut with Welded Steel Pipe Encasement

No Change

25. 24-Inch Open Cut with Welded Steel Pipe Encasement

Field conditions allowed for the deduction of 3 LF of 24-Inch Open Cut with Welded Steel Pipe Encasement. The estimated bid quantity was 122 LF. The unit cost is \$110.00 per LF. DEDUCT 3 LF @ a total of \$330.00.

26. 40-Inch Open Cut with Welded Steel Pipe Encasement

Field conditions allowed for the deduction of 86 LF of 40-Inch Open Cut with Welded Steel Pipe Encasement. The estimated bid quantity was 686 LF. The unit cost is \$210.20 per LF. DEDUCT 86 LF @ a total of \$18,077.20.

27. 40-Inch Bore with Welded Steel Pipe Encasement

Field conditions allowed for the addition of 40 LF of 40-Inch Bore with Welded Steel Pipe Encasement. The estimated bid quantity was 200 LF. The unit cost is \$947.20 per LF. ADD 40 LF @ a total of \$37,888.00.

28. Hydroseed and Mulch

No Change

29. Asphalt Pavement Repair

Field conditions in coordination with Crossland Construction's interchange project allowed for the deduction of 98 LF of Asphalt Pavement Repair. The estimated bid quantity was 130 LF. The unit cost is \$198.75 per LF. DEDUCT 98 LF @ a total of \$19,477.50.

30. Stormwater Pollution Prevention Erosion Controls

No Change

BID ITEMS ADDED PER THIS CHANGE ORDER

31. Reconciliation Change Order No. 1 – Tapping Sleeve and Valve (6"X6")

Field Conditions allowed for the addition of 1 EA Tapping Sleeve and Valve (6"X6") on Water Line E. The unit cost is \$2,524.00 per EA. ADD 1 EA @ a total of \$2,524.00.

32. Reconciliation Change Order No. 1 – Full Depth Class 7 Backfill

Field conditions in coordination with Crossland Construction's interchange project allowed for the addition of 16 LF Full Depth Class 7 Backfill. The unit cost is \$102.95 per LF. ADD 16 LF @ a total of \$1,647.20.

33. Reconciliation Change Order No. 1 – Temporary Asphalt Pavement Repair

Field conditions in coordination with Crossland Construction's interchange project allowed for the addition of 82 LF Temporary Asphalt Pavement Repair. The unit cost is \$126.95 per LF. ADD 82 LF @ a total of \$10,409.90.

SUMMARY

Original Contract Price	\$1,718,652.45
Net Increase from Original Contract Price	\$4,298.50
Reconciled Contract Price	\$1,722,950.95



CHECK ALL THAT APPLY		
	Bid Award	Bid # 2017-08
	Budget Adjustment	
X	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

August 8, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council approval of Change Order No. 1 to Luttrell Enterprises (Bid No. 2017-08) for Removal and Disposal of Litter and Mowing and Trimming of State Highway Rights-of-Ways within the City of Bentonville City Limits to allow additional mowing and trimming cycles up to the budgeted amount of \$115,000.00. The contract was awarded based on 10 cycles for a total not to exceed \$68,069.20. This has been a fairly wet year to date and mowing cycles have been short. Staff requests Council to authorize spending up to the budgeted amount allotted for this service to add cycles utilizing the unit prices in the contract.

COST TO CITY:

Cost of this Request: \$46,931

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	115,000
Funds Expended to Date		68,069
Remaining Budget		46,931
Budget Adjustment		-
Remaining After Adjustment	\$	46,931

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: July 28, 2017

Re: Change Order No. 1, Luttrell Enterprises for Litter Removal and Mowing State ROW's within Bentonville City Limits

Staff requests City Council approval of Change Order No. 1 to Luttrell Enterprises (Bid No. 2017-08) for Removal and Disposal of Litter and Mowing and Trimming of State Highway Rights-of-Ways within the City of Bentonville City Limits to allow additional mowing and trimming cycles up to the budgeted amount of \$115,000.00. The contract was awarded based on 10 cycles for a total not to exceed \$68,069.20. This has been a fairly wet year to date and mowing cycles have been short. Staff requests Council to authorize spending up to the budgeted amount to add cycles utilizing the unit prices in the contract. When this contract was awarded, it was noted that the number of cycles was based on an average year and that weather/growing season could affect the frequency of cycles. This spring and early summer have been very healthy growing conditions and have required shorter time between mowing cycles than average years. We anticipate the need for additional cycles and respectfully request authorization to spend up to the budgeted amount allotted for this service. We do not know that we will use the full budget as the remaining cycles depend on the weather, but we believe we will be very close.

This contract is probably best suited as an annual blanket bid where Council can approve a unit price then staff can spend up to the annual budgeted amount for this service. This is the first year of this contract. Staff will review results of the contract and look at improving the process for next year.

Thank you for your consideration of this request.

**CHANGE ORDER NO. 1
INCREASE NUMBER OF MOWING CYCLES**

CITY OF BENTONVILLE BID NO. 2017-08

**REMOVAL AND DISPOSAL OF LITTER
AND MOWING AND TRIMMING OF
STATE HIGHWAY RIGHTS-OF-WAYS
WITHIN THE CITY OF BENTONVILLE CITY LIMITS**

Original contract amount: \$68,069.20

Original number of cycles:

Removal and Disposal of Litter: 10
Mowing and Trimming of Highway Right-of-Way: 10
Edging Curb and Sidewalk: 2

Description of Change:

This change order is agreed upon between Luttrell Enterprises and the City of Bentonville to increase the number of Removal and Disposal of Litter and Mowing and Trimming cycles above ten (10) and Edging Curb and Sidewalk cycles above two (2) based on need as determined by the City. Unit prices listed below and all other conditions of the contract remain unchanged. It is understood that total area of each cycle may vary dependent on specific site conditions. Payment will be made based on actual acreage mowed per cycle. Total contract shall not exceed \$115,000.00.

Unit Prices:

1. Removal and Disposal of Litter	Price per Acre \$ <u>9.75</u>
2. Mowing and Trimming of Highway Right-of-Way	Price per Acre \$ <u>57.95</u>
3. Edging Curb and Sidewalk	Price per Acre \$ <u>54.60</u>

Total Price per Acre \$ 122.30

Acceptance:

Luttrell Enterprises

City of Bentonville

By: _____
Bobby Luttrell

By: _____
Bob McCaslin, Mayor

Date: _____

Date: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 8, 2017

Submitted by:

Mike Bender

Department

Public Works Director

Phone

271-6873

ACTION REQUIRED:

Staff requests City Council approval of a Resolution authorizing the City of Bentonville to provide sanitary sewer service to property addressed 3501 West Hudson Road located within the corporate limits of the City of Rogers. The City of Rogers has approved this request.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin

From: Mike Bender

CC:

Date: July 31, 2017

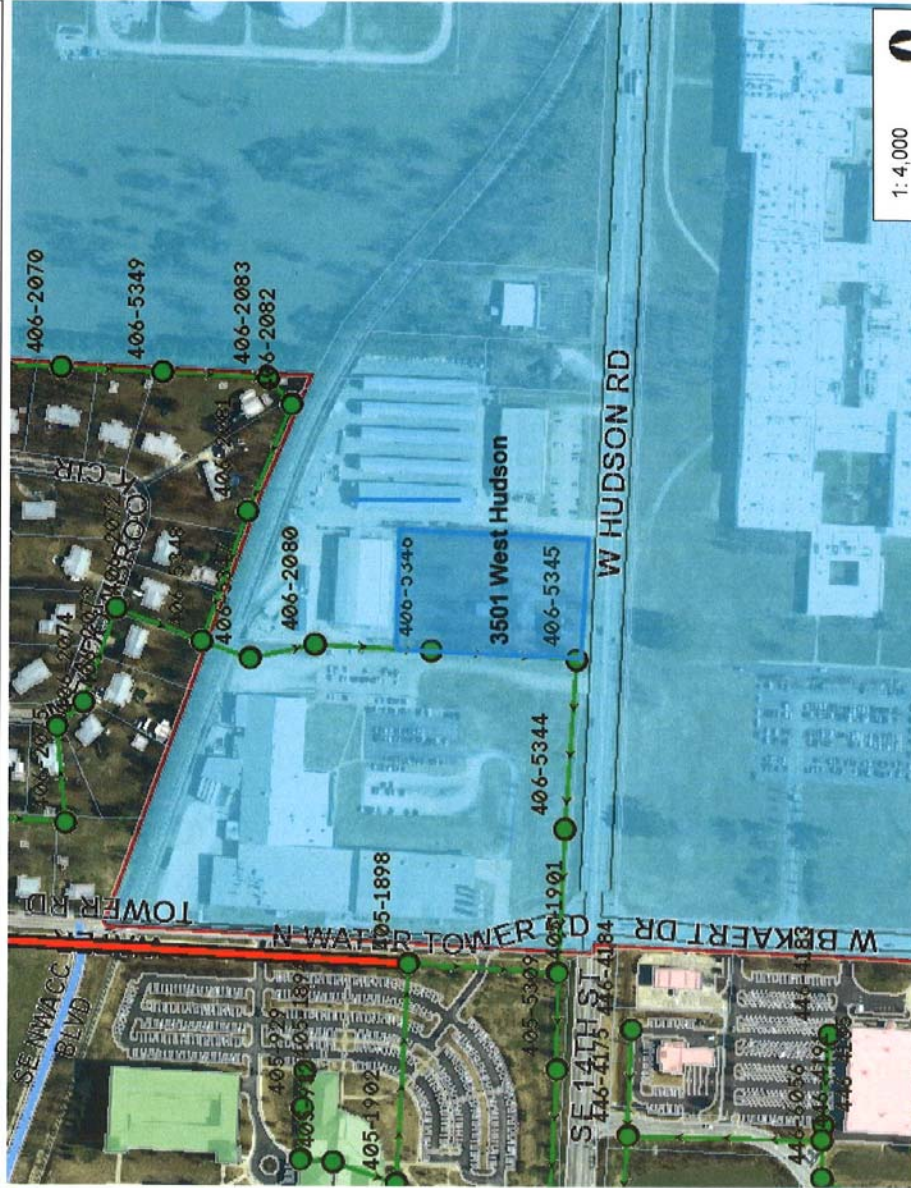
Re: 3501 W Hudson Road Sanitary Sewer Service Request

Staff requests City Council approval of a Resolution authorizing the City of Bentonville to provide sanitary sewer service to property addressed 3501 West Hudson Road located within the corporate limits of the City of Rogers. The City of Rogers has approved this request.

The City of Bentonville has an existing sewer line along the west side of this property and also currently serves the adjoining property to the north and east which is currently the location of Ridout Lumber. The subject property is not contiguous to Bentonville City limits. Rogers Water Utilities does not have sanitary sewer to the property at this time, but they do have water on the property and will provide the water service. It is more feasible for Bentonville to provide service to this property. I have attached a copy of the Resolution approved by the City of Rogers. Also attached is a map illustrating the location of the property.

Thank you for your consideration of this request.

3501 West Hudson Road Sewer Service



1: 4,000

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

666.7 0 333.33 666.7 Feet

NAD_1983_StatePlane_Arkansas_North_FIPS_0301_Feet
City of Bentonville

- Legend**
- Manholes
 - Sewer Structures
 - Air Release
 - Cleanout
 - Lift Station
 - Sewer Force Mains
 - Sewer Lines Gravity
 - Benton County Tax Parcels
 - Street Names
 - Private
 - Temp Street Names
 - Driveway
 - PARKING
 - Roadway Data
 - Bridges
 - County Pavement
 - Residential Splits
 - Commercial Splits
 - Footprints
 - <all other values>
 - Unknown
 - Commercial



RESOLUTION NO. 17-17

A RESOLUTION CONCERNING PROVISION OF WATER SERVICE AND SEWER SERVICE TO A PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ROGERS, BUT NEAR THE CORPORATE LIMITS OF THE CITY OF BENTONVILLE; STATING THAT THE ROGERS WATERWORKS AND SEWER COMMISSION HAS NO OBJECTION TO SEWER SERVICE BEING PROVIDED BY THE CITY OF BENTONVILLE; STATING THAT THE ROGERS WATER UTILITIES WILL PROVIDE WATER SERVICE TO THE PROPERTY; AND FOR OTHER PURPOSES

Whereas, the Rogers Waterworks and Sewer Commission has been empowered by the Rogers City Council to oversee efficient operation of the Rogers Water Utilities, and has full authority to set policies and procedures for the Rogers Water Utilities in a manner consistent with existing law and public policy, and

Whereas, a Large Scale Development Plan has been submitted for a business to be known as "Metal Roofing Sales," said business to be located on property with an address of 3501 W. Hudson Road, Rogers, Arkansas, ("the subject property"); and

Whereas, the subject property lies within the corporate limits of the City of Rogers, but near the corporate limits of the City of Bentonville, Arkansas ("City of Bentonville"); and

Whereas, there presently exists a water line belonging to the City of Rogers on the east side of the subject property; and

Whereas, due to the location of its water line in relation to the subject property, the City of Rogers, through the Rogers Water Utilities, may economically provide water service to the subject property; and

Whereas, there presently exists a sewer line belonging to the City of Bentonville on the west side of the subject property; and

Whereas, due to the location of its sewer line in relation to the subject property, the City of Bentonville may economically provide sewer service to the subject property; and

Whereas, the owner of the subject property has requested that the City of Bentonville provide sewer service to the subject property; and

Whereas, the City of Bentonville is willing to provide sewer service to the subject property if the Rogers Waterworks and Sewer Commission has no objection to the City of Bentonville providing sewer service to the subject property; and

Whereas, the management of the Rogers Water Utilities has no objection to the City of Bentonville providing sewer service to the subject property.

NOW THEREFORE, BE IT RESOLVED BY THE ROGERS WATERWORKS AND SEWER COMMISSION OF THE CITY OF ROGERS, ARKANSAS:

Section 1. The Rogers Waterworks and Sewer Commission ("the Commission") hereby states that it has no objection to the City of Bentonville providing sewer service to the property located at 3501 W. Hudson Road, Rogers, Arkansas. ("the subject property") from its existing sewer line located on the west side of the subject property. All such sewer service shall be the subject of an agreement between the City of Bentonville and the owner of the subject property.

Section 2. By stating that it has no objection to the City of Bentonville providing sewer service to the subject property, the Commission does not waive its right to object on any future occasion and/or concerning any other property or location. The Commission reserves all of its rights with regard to the areas subject to its jurisdiction.

Section 3. The Rogers Water Utilities will provide water service to the subject property in accordance with all applicable ordinances, rules, regulations, rates, charges, fees, and other applicable law.

Section 4. The management of the Rogers Water Utilities is authorized to make any necessary coordination, communications, and agreements with the owner of the subject property, the City of Rogers and the City of Bentonville concerning this matter, consistent with the intent stated in this Resolution. While it is not anticipated that approval from the City of Rogers is required for this matter, such matter being within the jurisdiction of the Commission, in the event such approval may be required, the management of the Rogers Water Utilities is authorized to obtain such approval by, *inter-alia*, submission of appropriate resolutions to the Rogers City Council and/or other documents to be submitted to the City of Rogers.

Section 5. Severability Provision- In the event that any section, paragraph, subdivision, clause, phrase, or other provision or portion of this Resolution shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Resolution as a whole, or any part or provision, other than the part so decided to be invalid or unconstitutional, and the remaining

provisions of this Resolution shall be construed as if such invalid, unenforceable or unconstitutional provision or provisions had never been contained herein.

Section 6. Repeal of Conflicting Resolutions- All resolutions of the Rogers Waterworks and Sewer Commission, or parts of resolutions of the Rogers Waterworks and Sewer Commission, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED AND APPROVED this 24th day of July 2017.

ATTEST:


EARL RAUSCH, Acting Secretary

RESOLUTION NO. _____

A RESOLUTION CONCERNING PROVISION OF WATER SERVICE AND SANITARY SEWER SERVICE TO A PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF ROGERS, BUT NEAR THE CORPORATE LIMITS OF THE CITY OF BENTONVILLE; AUTHORIZING THE CITY OF BENTONVILLE TO PROVIDE SANITARY SEWER SERVICE TO THE PROPERTY; STATING THAT ROGERS WATER UTILITIES WILL PROVIDE WATER SERVICE TO THE PROPERTY; AND FOR OTHER PURPOSES

WHEREAS, Bentonville, in its governmental capacity, owns and operates its own sanitary sewer collection system and wastewater treatment facility; and

WHEREAS, a Large Scale Development Plan has been submitted for a business to be known as "Metal Roofing Sales" being located at 3501 West Hudson Road, Rogers, Arkansas (subject property), and

WHEREAS, the subject property lies within the corporate limits of the City of Rogers, but near the corporate limits of the City of Bentonville, and

WHEREAS, there exists a sanitary sewer main belonging to the City of Bentonville along the west side of the subject property, and

WHEREAS, there exists a water main belonging to the City of Rogers along the east side of the subject property, and

WHEREAS, due to the location of the existing sanitary sewer main, the City of Bentonville may economically provide sewer service to the subject property, and

WHEREAS, due to the location of the existing water main, the City of Rogers may economically provide water service to the subject property, and

WHEREAS, the owner of the subject property has requested the City of Bentonville to provide sanitary sewer service to the subject property, and

WHEREAS, the City of Bentonville is willing to provide sanitary sewer service to the subject property provided the City of Rogers has no objection, and

WHEREAS, the City of Rogers has no objection to the City of Bentonville providing sanitary sewer service to the subject property:

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

Section 1: That the City of Bentonville states that it will provide sanitary sewer service to the property located at 3501 West Hudson Road, Rogers, Arkansas from its existing sewer main located on the west side of the subject property. Said service shall be subject to and governed by a utility service agreement between the City of Bentonville and the owner of the subject property.

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:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 8, 2017

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City council approval of a Resolution allowing the Mayor and City Clerk to enter into an amended agreement with Sand Creek Engineering for engineering and design services for the North Main Sidewalk project. The cost of this amendment is \$6,000.00 which will cover additional surveying, design work and As-builts.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Bryan Wick, Project Manager

Date: Tuesday, August 01, 2017

Re: Amended Contract with Sand Creek Engineers for Elm Tree Road Project

The Elm Tree Road and HWY 72 W Intersection Improvements project is currently underway. In order to better utilize these improvements, an additional section needs to be constructed. This section will tie in the Coler Creek Subdivision with the Elm Tree Road Intersection Improvements and allow traffic to traverse in a more efficient way. In order for these improvements to happen, Staff is seeking City Council's approval of an amended contract and budget adjustment with Sand Creek Engineering along with Change Order #1 for Elm Tree Intersection Improvements project.

Sand Creek Engineering is currently under contract for providing survey and design work for the Elm Tree Road and HWY 72 W Intersection Improvements project. An amendment to the original contract is needed to allow Sand Creek to complete the design and incorporate as-builts into project process. This amendment will add an additional \$6,000.00 dollars to Sand Creek's agreement.

J. Johnson Construction is currently under contract for construction services for this project. This change order will encompass a modified foundation for one of the traffic signal poles, additional water main fittings and appurtenances, and adding days for additional construction and delays associated with this project, please see change order for details. The cost of this change order is \$26,375.00. The projected total cost of the additional construction is \$75,000.00. This project has a built in contingency of \$80,000, which will cover this change order and additional cost associated to construction.

Staff is seeking City Council approval for a resolution allowing the Mayor to enter into an amended contract with the Sand Creek Engineering, for approval of a budget adjustment for Sand Creek Engineering and Change Order # 1 for Elm Tree Intersection Improvements.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com

AMMENDMENT #2 TO

PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES

TO: City of Bentonville – Bryan Wick ("Client")
315 S.W. "A" Street
Bentonville, AR 72712
479-271-3130 Phone
479-271-6807 Fax
bwick@bentonvillear.com

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

RE: Elm Tree Road Intersection Improvements
Extension of Scope of Services
Bentonville, Arkansas

PROJECT: # 15031

DATE: 07-28-2017

DESCRIPTION OF PROJECT

The project scope has been altered due to utility conflicts, a specialty foundation for one proposed traffic signal, and the requirement of record drawings to be submitted due to the addition of water and sewer extensions/relocations being added to the project.

BASIC SERVICES

- Evaluation, Coordination, and Record Drawing Documentation
 - Revisions to water and sewer design due to franchise utilities not being relocated as previously coordinated.
 - Evaluation and coordination of a specialty foundation for the traffic signal pole base at the southwest corner of the intersection. A large void was discovered underneath the pole location during construction.
 - Preparation of record drawings for water and sewer main relocations and extensions which were not included in the initial scope of the engineering services.

FEE FOR SERVICES

The fee for requested services shall be an additional \$6,000.00 to the original contract. Additional reimbursable expenses shall be billed as explained in the original proposal. This fee schedule is based on the additional information included in this proposal being acceptable to the client. Any change to this information or request for services not covered in this proposal shall be billed accordingly.

- All other contractual obligations shall adhere to the original contracted engineering services for the proposed project.

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

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

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

- **Reimbursable Expenses**

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

INVOICES

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

SCHEDULE OF CONDITIONS

SCHEDULE FOR RENDERING SERVICES

Time for Completion

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

INVOICES AND PAYMENTS

Payments

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

OPINIONS OF COST

Opinions of Probable Construction Cost

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

Opinions of Total Project Costs

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

GENERAL CONSIDERATIONS

Standards of Performance

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. Client shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in Client-furnished information.
- C. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Client.
- D. Subject to the standard of care set forth above, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Engineer and Client shall comply with applicable Laws and Regulations and Client-mandated standards that Client has provided to Engineer in writing. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Client's responsibilities or to Engineer's scope of services, times of performance, and compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. Engineer shall not at any time supervise, direct, or have control over Contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.
- H. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- I. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees and its Consultants) at the Site or otherwise furnishing or performing any Work, or for any decision made on interpretations or clarifications of the Contract Documents given by Client without consultation and advice of Engineer.

Design Without Construction Phase Services

- A. If Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, then (1) Engineer's services under this Agreement shall be deemed complete no later than the end of the approval of documents by governing municipality; (2) Engineer shall have no design or shop drawing review obligations during construction; (3) Client assumes all responsibility for the application and interpretation of the Contract Documents, contract administration, construction observation and review, and all other necessary Construction Phase engineering and professional services; and (4) Client waives any claims against the Engineer that may be connected in any way thereto.

Use of Documents

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Client shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. A party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Client may make and retain copies of Documents for information and reference in connection with use on the Project by Client. Engineer grants Client a license to use the Documents on the Project, extensions of the Project, and other projects of Client, subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project or on any other project without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's Consultants; (3) Client shall indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (4) such limited license to Client shall not create any rights in third parties.
- F. If Engineer at Client's request verifies or adapts the Documents for extensions of the Project or for any other project, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer.

Insurance

- A. Client shall require Contractor to purchase and maintain general liability and any other insurance required to protect Client and engineer from construction related activities, and to cause Engineer and Engineer's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- B. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and Engineer's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds or additional insureds thereunder.

Suspension and Termination

- A. **Suspension.**
By Client: Client may suspend the Project upon seven days written notice to Engineer.
By Engineer: If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving seven days written notice to Client, suspend services under this Agreement.
- B. **Termination.** The obligation to provide further services under this Agreement may be terminated:
1. **For cause,**
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. **By Engineer:**
 - 1) upon seven days written notice if Client demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Client on account of such termination.
 2. **For convenience,**
 - a. By Client effective upon Engineer's receipt of notice from Client.
- C. **Effective Date of Termination.** The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. **Payments Upon Termination.**
1. In the event of any termination, Engineer will be entitled to invoice Client and to receive full payment for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.
 2. In the event of termination by Client for convenience or by Engineer for cause, Engineer shall be entitled, to invoice Client and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services.

Controlling Law

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

Successors, Assigns, and Beneficiaries

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

Dispute Resolution

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

Environmental Condition of Site

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

Indemnification and Mutual Waiver

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

Miscellaneous Provisions

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

Role of Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under may provide full time representation or may provide representation to a lesser degree.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor, keeping Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Engineer.
 2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and advise engineer of contents of such meetings.
 3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-Site operations.
 - c. Assist in obtaining from Client additional details or information, when required for proper execution of the Work.

4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
 5. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
 6. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will impair the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 7. *Inspections, Tests, and System Startups:*
 - a. Consult with Engineer in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - c. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
 8. *Records:*
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's general activities on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - b. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
 9. *Reports:*
 - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Client copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
 10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
 11. *Completion:*
 - a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance.
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
 5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Client or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 8. Authorize Client to occupy the Project in whole or in part.
- Client's Responsibilities*
- In addition to other responsibilities of Client as set forth in this Agreement, Client shall at its expense:**
- A. Provide Engineer with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications, and furnish copies of Client's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - D. Give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
 - E. Authorize Engineer to provide Additional Services as set forth in the Agreement as required.
 - F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 - G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Client deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 - I. Provide, as required for the Project:
 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Client requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Client requires to ascertain how or for what purpose Contractor has used the moneys paid.
4. Placement and payment for advertisement for Bids in appropriate publications, plan rooms, etc., as required by Client.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- K. Furnish to Engineer data as to Client's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Client so that Engineer may assist Client in collating the various cost categories which comprise Total Project Costs.
- L. If Client designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Client at the Site, define and set forth as an attachment to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- M. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Agreement that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- N. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment inspections.
- O. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of Samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Client, prior to their incorporation into the Work with appropriate professional interpretation thereof.

DEFINITIONS

Defined Terms

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

Total Agreement

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

Designated Representatives

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

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

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

Client:

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

Designated Representative:

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Engineer:

Timothy R. Sorey, P.E.

By: _____

Title: President

Date Signed: 7/28/17

Engineer License or Certificate No. 9253

State of: Arkansas

Address for giving notices:

Sand Creek Engineering and Landscape Architecture, Inc.

1610 NW 12th Street

Bentonville, AR 72712

Designated Representative:

Joey Ingle

Title: Project Manager

Phone Number: (479) 464-9282

Facsimile Number: (479) 464-9284

E-Mail Address: JoeyIngle@sandcreek.us

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AMENDED AGREEMENT
WITH SAND CREEK ENGINEERS FOR SURVEYING AND
DESIGN SERVICES FOR THE ELM TREE ROAD AND
HWY 72 W INTERSECTION IMPROVEMENTS PROJECT.**

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

Section 1: That the Mayor be and are hereby authorized to enter into an amended agreement with Sand Creek Engineering for surveying and engineering design services for the Elm Tree Road and HWY 72 W Intersection Improvements project in an amount of \$6,000.00 as set forth in the proposal 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 _____, 20____.

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:

August 8, 2017

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City council approval of a budget adjustment for Sand Creek Engineering in the amount of \$6,000.00 which will cover additional surveying and design work for the Elm Tree Toad and HWY 72 West Intersection Improvements.

COST TO CITY:

Cost of this Request: \$6,000.00

Additional Budget Amount \$6,000.00

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	120,179.05
Funds Expended to Date	\$	99,479.74
Remaining Budget	\$	20,699.31
Budget Adjustment	\$	6,000.00
Remaining After Adjustment	\$	26,699.31

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memorandum



To: Mayor and City Council

From: Bryan Wick, Project Manager

Date: Tuesday, August 01, 2017

Re: Amended Contract with Sand Creek Engineers for Elm Tree Road Project

The Elm Tree Road and HWY 72 W Intersection Improvements project is currently underway. In order to better utilize these improvements, an additional section needs to be constructed. This section will tie in the Coler Creek Subdivision with the Elm Tree Road Intersection Improvements and allow traffic to traverse in a more efficient way. In order for these improvements to happen, Staff is seeking City Council's approval of an amended contract and budget adjustment with Sand Creek Engineering along with Change Order #1 for Elm Tree Intersection Improvements project.

Sand Creek Engineering is currently under contract for providing survey and design work for the Elm Tree Road and HWY 72 W Intersection Improvements project. An amendment to the original contract is needed to allow Sand Creek to complete the design and incorporate as-builts into project process. This amendment will add an additional \$6,000.00 dollars to Sand Creek's agreement.

J. Johnson Construction is currently under contract for construction services for this project. This change order will encompass a modified foundation for one of the traffic signal poles, additional water main fittings and appurtenances, and adding days for additional construction and delays associated with this project, please see change order for details. The cost of this change order is \$26,375.00. The projected total cost of the additional construction is \$75,000.00. This project has a built in contingency of \$80,000, which will cover this change order and additional cost associated to construction.

Staff is seeking City Council approval for a resolution allowing the Mayor to enter into an amended contract with the Sand Creek Engineering, for approval of a budget adjustment for Sand Creek Engineering and Change Order # 1 for Elm Tree Intersection Improvements.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 8, 2017

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

City council approval of Change Order #1 for Elm Tree Road and HWY 72 West Intersection Improvements. Change order will include a speciality foundation for one of the Traffic Arm foundations, the addition of water main fittings, and additional days to the construction contract. The cost for Change Order #1 is \$26,375.00, which will be covered by the \$80,000.00 contingency in the original contract.

COST TO CITY:

Cost of this Request: \$26,375.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



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From: Bryan Wick, Project Manager

Date: Tuesday, August 01, 2017

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Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 696-0227 or I can be reached via email at bwick@bentonvillear.com



SAND CREEK
Engineering & Construction, Inc.

CHANGE ORDER

Change Order No. 1

Date of Issuance: 07/31/2017

Effective Date: 08/01/2017

Project: Elm Tree – Intersection Widening	Owner: City of Bentonville	Owner's Contract No: 479-271-3168
Contract: Elm Tree Intersection Improvements – Elm Tree Road and Highway 72	Date of Contract: 02/24/2017	
Contractor: J. Johnson Construction Co., Inc.	Engineer's Project No: 15031	

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

Description:

- 60 additional days added to the contract time.
- Line item 714: Add language to state "Specialty Foundation" for 38' Mast Arm with an increase of price (\$3,700) from \$13,500 to \$17,200.
- Add line Item: Fire Hydrant Assembly - \$4,500.00 Qty: 1 Total: \$4,500.00
- Add line Item: 8" 90° MJ Bend - \$1,100.00 Qty: 1 Total: \$1,100.00
- Add line Item: 8" 45° MJ Bend - \$1,100.00 Qty: 4 Total: \$4,400.00
- Add line Item: 6" 90° MJ Bend - \$975.00 Qty: 1 Total: \$975.00
- Add line Item: 6" 45° MJ Bend - \$975.00 Qty: 4 Total: \$3,900.00
- Add line Item: 12" 11.25° MJ Bend - \$1,300 Qty: 2 Total: \$2,600.00
- Add line Item: 12" 22.5° MJ Bend - \$1,300 Qty: 2 Total: \$2,600.00
- Add line Item: 12" 45° MJ Bend - \$1,300 Qty: 2 Total: \$2,600.00

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: <u>\$ 943,158.75</u>	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days) : <u>230</u> Ready for final payment (days) : <u>30</u>
Increase / Decrease of this Change Order: <u>\$+26,375.00</u>	Increase / Decrease of this Change Order: Substantial completion (days) : <u>+60</u> Ready for final payment (days) : <u>0</u>
Contract Price incorporating this Change Order: <u>\$969,533.75</u>	Contract Times with all approved Change Orders: Substantial completion (days) : <u>290</u> Ready for final payment (days) : <u>30</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 1, 2017

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Irby Utility for the purchase of a S&C Remote Supervisory Vista Underground Distribution Switchgear in the amount of \$129,610 plus tax.

COST TO CITY:

Cost of this Request: \$129,610

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>8/1/2017</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>S&C Remote Supervisory Vista Underground Distribution Switchgear</u>		
Year & Model:	<u>2017</u>		
Serial #	<u>946242</u>		
To Be Purchased From:	<u>Irby Utility</u>		
	<u>6100 Scott Hamilton Drive</u>		
	<u>Little Rock, AR 72209</u>		
Amount:	Base Amount:	\$	<u>129,610.00</u>
	Tax:	\$	<u>11,664.90</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>141,274.90</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
S&C is the manufacturer for all the automatic transfer switches in the City of Bentonville and Irby is the local vendor for S&C. This will be placed at the new Wal-Mart warehouse being construction on Hwy 12.			
<u> </u>		<u> </u>	
Department Head		Director of Finance & Administration	

Revised 6-18-99

M E M O R A N D U M

DATE: August 1, 2017

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Agreement with Irby for the S&C Switchgear**

The Electric Department recommends entering into an agreement with Irby Utility in order to purchase a S&C Remote Supervisory Vista Underground Distribution Switchgear in the amount of \$129,610 plus tax.

This switchgear will be placed at the new Wal-Mart warehouse currently under design. The switchgear will be used to provide backup capabilities from two different substations, automatically switching between substations if there is an issue with the primary feed.

We currently have seven of the S&C Vista switchgears located in our system, all on Wal-Mart facilities and Crystal Bridges. Irby is the local vendor for Irby Utility in Arkansas.



Quotation

Irby
Utility

6100 Scott Hamilton Drive
Little Rock, AR 72209
Ph 800-467-4729 / Fax 501-565-6958

Date: July 31, 2017

Qte Name: City of Bentonville (Ref S&C Qte# 38768R1)
Attn: Travis Matlock

Quan	REP	Description	Unit Price	per	Ext Price
1	S&C	946242-A1A2B1B2D1D2L2O61R11T3Y4-SXXX Remote Supervisory Vista® Underground Distribution Switchgear, 14.4kV, Model 624, 12.5kA, Ways 1 and 2 Load switch Ways with 600 amp bushings, Ways 3, 4, 5, 6 Fault Interrupter Ways with 200 amp bushing wells	\$ 129,610.00	ea	\$ 129,610.00
		• A1A2-Motor Operators and Controls on Ways 1 and 2			
		• B1B2-Three-Phase Current Sensing on Ways 1 and 2			
		• D1D2-Three-Phase Voltage Sensing on Ways 1 and 2			
		• L2-Potential Indication with Provisions for Low Voltage Phasing			
		• O-Two Hole Pad one per Way			
		• P6-Mild Steel Pad-Mount Enclosure, Olive Green			
		• R11-Low Pressure Alarm			
		• T4-Three-Pole Fault Interrupter Way			
		• Y4-Internal Voltage transformer in unnumbered Vista Way to provide control power.			
		• SXXX- Special Features:			
		• 60" deeper LVE with raised roof			
		• Heater in LVE			
		• S&C provided and installed Switch Control, complete model information:			
		• 6802-GPS- for use with 2 switches with GPS			
		• F04-For use with vista			
		• H12-IntelliTEAM SG, bronze level license			
		• JB0-No separate enclosure			
		• R165/R98- S&C Supplied and installed Multi-Mode RuggedCom Fiberoptic device			
		• T9-Top Mounted GPS Antenna			
		• W1-Customer provided 120VAC for power			
		Note: Vista to be used on a solidly grounded system only.			
		Note: Standard S&C Terms & Conditions of Sale apply (attached)			
		Note: Purchase Order to be issued to Irby Utility, stating Ship To address & any shipping requirements			
		Total Price			\$ 129,610.00

This quote is based on today's market. Should there be a change in market price, invoice will be at price in effect at time of shipment. **This price does not include tax. If taxes apply, they will be charged at time of invoicing.**

TERMS AND CONDITIONS OF SALE

Any order or orders based on this quotation (1) are subject to acceptance by S&C Electric Company only at its general offices in Chicago, Illinois; (2) are subject to S&C Electric Company's conditions of sale, which are defined in full under "GENERAL" in S&C Price Sheet 150, dated September 29, 2014; and (3) should be made out to S&C Electric Company in care of (c/o) , 6601 North Ridge Boulevard, Chicago, Illinois 60626.

Lead Time: For orders requiring approval drawings to release to production, shipment will be 24 to 26 weeks after receipt of customer approval drawing release to production, prints to be completed 6-7 weeks after receipt of PO, with production space subject to prior sale. Approval drawings will be submitted 4 weeks after receipt of complete information with the purchase order.

Terms of payment: Net 30 days from the date of invoice.

Terms of delivery: Prices are F.O.B. common carrier shipment point, with cheapest transportation prepaid (allowed) to common carrier delivery point nearest first destination on shipments with net invoice value of \$5,000.00 or more. On shipments with less than \$5,000.00 net invoice value, prices are F.O.B. common carrier shipment point, freight collect or prepaid and added to the invoice.

This quotation is valid for 30 days from the above date.

Should you have any questions, or if I can be of further assistance, please do not hesitate to call me at (773) 338-1000.

Anita Klein
Product Specialist

cc: L Maurer

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE PURCHASE OF REMOTE SWITCHGEAR FROM
IRBY UTILITY 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 for the purchase of a Remote Supervisory Vista Underground Distribution Switchgear from Irby Utility in the amount of \$129,610.00 plus applicable tax, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this equipment must correspond with other associated equipment at this site and with other equipment in service throughout the City from this manufacturer and is available exclusively from this local vendor, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2017.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



BENTONVILLE CITY COUNCIL AGENDA

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

**Monday, August 07, 2017 6:00 p.m.
305 SW "A" Street**

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

**Tuesday, August 08, 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: July 25, 2017**

AGENDA

1. Appointment of Chad Goss to the City of Bentonville's Advertising and Promotion Commission.
2. Reappointment of Richard Binns to the City of Bentonville's Planning Commission. This is for a 5-year term that will expire on July 1, 2022.
3. Appointment of Elaine Kerr to the City of Bentonville's Planning Commission. This is for a 5-year term that will expire on July 1, 2022.
4. Staff requests City Council waive the requirement of competitive bidding and authorize the Mayor and City Clerk to approve an ordinance allowing the purchase of an OB-60G with a 535 gallon supply tank, 359° oscillating atomizing nozzle and a programmable ON/Off switch, mounted on an 18' trailer. This is a 2017 budgeted item.
5. Staff requests a budget adjustment for electrical panels at the compost facility to power odor control equipment. Three (3) stations will allow flexibility to position equipment to maximize effective odor control, regardless of wind direction.
6. Staff recommends approval of Change Order No.1 and Final Reconciliation for Dean Crowder Construction, Inc. for an increase of \$4,298.50 and an additional 120 calendar days for Schedule B of the 8th Street Water and Sewer

Relocations (Moberly Lane to I-49) associated with the widening of 8th Street. This change order reflects final measured quantities and additional time due to coordination with franchise utilities, accommodating affected large businesses, and material related issues. Increased cost will be covered by funds from the 8th Street reserves.

7. Staff requests City Council approval of Change Order No. 1 to Luttrell Enterprises (Bid No. 2017-08) for Removal and Disposal of Litter and Mowing and Trimming of State Highway Rights-of-Ways within the City of Bentonville City Limits to allow additional mowing and trimming cycles up to the budgeted amount of \$115,000.00. The contract was awarded based on 10 cycles for a total not to exceed \$68,069.20. This has been a fairly wet year to date and mowing cycles have been short. Staff requests Council to authorize spending up to the budgeted amount allotted for this service to add cycles utilizing the unit prices in the contract.
8. Staff requests City Council approval of a resolution authorizing the City of Bentonville to provide sanitary sewer service to property addressed 3501 West Hudson Road located within the corporate limits of the City of Rogers. The City of Rogers has approved this request.
- 9a. City council approval of a resolution allowing the Mayor and City Clerk to enter into an amended agreement with Sand Creek Engineering for engineering and design services for the North Main Sidewalk project. The cost of this amendment is \$6,000.00 which will cover additional surveying, design work and As-builts.
- 9b. City council approval of a budget adjustment for Sand Creek Engineering in the amount of \$6,000.00 which will cover additional surveying and design work for the Elm Tree Toad and HWY 72 West Intersection Improvements.
10. City council approval of Change Order #1 for Elm Tree Road and HWY 72 West Intersection Improvements. Change order will include a speciality foundation for one of the Traffic Arm foundations, the addition of water main fittings, and additional days to the construction contract. The cost for Change Order #1 is \$26,375.00, which will be covered by the \$80,000.00 contingency in the original contract.
11. An ordinance authorizing the Mayor and City Council to enter into an agreement with Irby Utility for the purchase of a S&C Remote Supervisory Vista Underground Distribution Switchgear in the amount of \$129,610.00 plus tax.