



**Revised Agenda:
Item 6, pages 54-64.**

BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, June 26, 2018 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's
Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: June 12, 2018**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lot 1 MDS Subdivision and Lot 4 Pilgrim Nazarene Church Addition, Yessur Investments, LLC, 507 NW 5th Street/ 410 Dickson Street, DN-2, Downtown Medium-Density Residential and R-1, Single Family Residential (PLA18-0017).**
(Pages 5-6)
The Planning Commission voted 6-0, recommending approval.

Property Line Adjustment adjusting the common lot line between Lot 2 of Pilgrim Nazarene Church Addition and an unplatted area, creating new Lot 1 of MDS Subdivision and Lot 4 of Pilgrim Nazarene Church Addition. The plat dedicates multiple utility easements of varying widths. The plat dedicates right-of-way along NW 5th Street, NW D Street, and Dickson Street.
2. Approve bid award to Affiliated FM for City's property insurance (July 8, 2018 to July 8, 2019.)
(Pages 7-8)
3. City Council approval to appoint Dana Davis to the City of Bentonville's Planning Commission. Mr. Davis' term will expire on July 1, 2023.
(Pages 9-10)
4. Street Department Staff recommends approval of bid IFB 18-024 to Hutchens Construction in the amount of \$312,246.16 for the City's 2018 Overlay program. Please see attachments.
(Pages 11-44)
5. Council approval of a resolution authorizing the Mayor and Clerk to amend the existing contract with Garver Engineers on the NW 3rd Phase 3 project

increasing the amount by an additional \$45,200.00 to include a Drainage Study, Final Designs, and Additional Construction Phase Services, see attached memo and Amendment #2 document. **(Pages 45-53)**

6. A resolution seeking Council approval to authorize the Mayor to execute a Temporary License and Development Agreement with Lonesome Tree Properties, LLC or its affiliates (collectively, "LTP") for LTP to construct and donate to the City of Bentonville certain capital improvements at the Bentonville Municipal Airport. **(Pages 54-64)**
7. Request City Council approve the conversion of one (1) Custodian, Grade 13/14, in the Public Works Department to a Custodial Crew Leader, Grade 19, in the Public Works Department. The reason for this change is to provide leadership/oversight for the cleaning operations at the Bentonville Community Center (BCC) during the late afternoons/evenings on weekdays and on weekends. Currently, the BCC is open for custodial activities from 4:30AM - 9:00PM weekdays and 6:00AM - 8:00PM on Saturdays, and 11:00AM - 8:00PM on Sundays. The BCC presently has only one (1) custodial crew leader to cover all the shifts. Additional custodial supervision is needed on nights and weekends. There is NO additional headcount being requested, just the conversion of a custodian to a custodial crew leader. The additional cost for this conversion will be appx \$11,000.00 for the remainder of 2018 and the public works/custodial budget has enough salary revenue to cover this cost. **(Page 65)**



City Council Agenda Items

For City Council Meeting of June 26, 2018

From the June 19, 2018 Planning Commission Meeting

Property Line Adjustment: Lot 1 MDS Subdivision and Lot 4 Pilgrim Nazarene Church Addition, Yessur Investments, LLC, 507 NW 5th Street/ 410 Dickson Street, DN-2, Downtown Medium-Density Residential and R-1, Single Family Residential (PLA18-0017).

The Planning Commission voted 6-0, recommending approval.

Property Line Adjustment adjusting the common lot line between Lot 2 of Pilgrim Nazarene Church Addition and an unplatted area, creating new Lot 1 of MDS Subdivision and Lot 4 of Pilgrim Nazarene Church Addition. The plat dedicates multiple utility easements of varying widths. The plat dedicates right-of-way along NW 5th Street, NW D Street, and Dickson Street.



Consent Agenda Items

For Planning Commission meeting of June 19, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on June 12, 2018 the Planning Commission requested these items be placed on the Consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lot 1 MDS Subdivision and Lot 4 Pilgrim Nazarene Church Addition, Yessur Investments, LLC, 507 NW 5th Street / 410 Dickson Street, DN-2, Downtown Medium-Density Residential and R-1, Single Family Residential (PLA18-0017)

Property Line Adjustment adjusting the common lot line between Lot 2 of Pilgrim Nazarene Church Addition and an unplatted area, creating new Lot 1 of MDS Subdivision and Lot 4 of Pilgrim Nazarene Church Addition. The plat dedicates multiple utility easements of varying widths. The plat dedicates right-of-way along NW 5th Street, NW D Street, and Dickson Street.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 1 OF
MDS SUBDIVISION AND LOT 4 OF PILGRIM NAZARENE CHURCH ADDITION TO
THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA18-0017).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 1 of MDS Subdivision and Lot 4 of Pilgrim Nazarene Church Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 19, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 1 of MDS Subdivision and Lot 4 of Pilgrim Nazarene Church Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 26, 2018

Submitted by:

City Hall

Department

City Hall

Phone

ACTION REQUIRED:

Approve bid award to Affiliated FM for City's property insurance (July 8, 2018 to July 8, 2019.)

COST TO CITY:

Cost of this Request: \$203,502

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	220,000
Funds Expended to Date		
Remaining Budget		220,000
Budget Adjustment		-
Remaining After Adjustment	\$	220,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





INSURANCE BIDS -2018

	BUILDINGS/CONTENTS	TOTAL COST
<i>Affiliated FM - renewal</i>	\$ 203,446,050	\$ 203,502
AI/G	Unable to compete - required larger wind/hail deductible	
Chubb/ACE	Cannot compete with target rate at current deductibles	
Hartford	Property capacity won't allow them to be competitive	
Liberty Mutual	Cannot compete with sublimits and rates	
SOMPO (Endurance)	Cannot compete with target rate	
Starr	Cannot compete with target rate	
Swiss Re	Cannot compete with target rate	
Travelers	Transitioning to new large property underwriter, unable to determine actual interest.	
Zurich	Unable to compete - required larger wind/hail deductible	



June 20, 2018

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

I recommend Dana Davis for appointment to the City of Bentonville's Planning Commission. Mr. Davis' term will expire on July 1, 2023.

A handwritten signature in blue ink, appearing to read 'Bob McCaslin' or a similar variation, 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 Dana Davis

If married, spouse's name: Marcia

Home Address [Redacted]

City Bentonville Zip Code 72712

Home/Cell Phone [Redacted]

Business Phone [Redacted]

Email Address [Redacted]

Occupation Realtor

Employer Self-Associated w/ Keller Wlms

Length of Residency in Bentonville 5 yrs

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

REFERENCES

Name Gary Halstead

Phone [Redacted]

Email [Redacted]

Name Perry Johnson

Phone [Redacted]

Email [Redacted]

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 involved in community and economic development for more than 20 years, including 8+ years at the state level and 13+ years at the local level. Having served as CEO & President of the Greater Bentonville Area Chamber of Commerce for 4 1/2 years, I am familiar with the Bentonville Blueprint and have attended several meetings regarding the Community Plan currently being developed. I have a BS degree in Criminal Justice, a JD degree in Law and have participated in several community & economic development training programs.

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

I have a strong interest in maintaining and growing the positive quality of life value currently enjoyed by Bentonville, and much of that is attributable to the planning arena/process. My experience with both Bentonville residents and the business community will allow me to bring a measured and fair approach to planning and development issues that come before the Commission.

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			
X	Bid Award	Bid #	IFB 18-024
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 26, 2018

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Street Department Staff recommends approval of bid IFB 18-024 to Hutchens Construction in the amount of \$312,246.16 for the City's 2018 Overlay program. Please see attachments.

COST TO CITY:

Cost of this Request: \$312,246

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Bentonville Street Department
3200 SW Municipal Dr.
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: 6-18-2018
TO: City Council, Mayor McCaslin
FROM: Tony Davis, Street Manager
RE: 2018 Overlay

The Street Department received 3 bids for the 2018 Street Overlay program. Please see the attached bid tabs. The Street Department is recommending the price of \$312,246.18 be approved and bid award made to Hutchens Construction. The City Council has approved a \$350,000 budget for this year's overlay. Additional road sections to be determined will be added to the list for the remaining balance of this year's budget.

Sincerely,

Tony Davis
Street Manager

EXHIBIT B



IFBIFBICITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID**Street Overlay**

Date of Issuance: **MAY 21, 2018** Bid Number: **IFB-18-024**
Bid Opening Date: **JUNE 8, 2018** Bid Opening Time: **10:00 A.M.**

Questions regarding this bid should be directed to the Purchasing Manager at screed@bentonvillear.com
All questions must be submitted prior to 5:00 P.M., May 30, 2018.

Bids must be received by the Purchasing Department prior to 10:00 A.M. June 8, 2018 in a sealed envelope, clearly marked on the outside with bid # IFB-18-024, Street Overlay. Bids which must be opened to be identified will be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Department, 117 West Central Ave, Bentonville, AR 72712.

There will be mandatory pre-bid meeting at 10:00 A.M., Thursday, May 31, 2018 at 3200 SW Municipal DR, Bentonville Ar, 72712.

☒ Supplier is submitting a firm bid which is not revocable for ninety (90) days.

☐ Supplier is not submitting a bid because, _____

Bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM: <u>Hutchens Construction</u>	PHONE NUMBER: <u>479-927-0000</u>	FAX NUMBER: <u>479-927-0096</u>
BUSINESS ADDRESS, STREETS: <u>1007 Main Street</u>	CITY: <u>Cassville</u>	STATE: <u>MO</u> ZIP: <u>65625</u>
SIGNATURE OF AUTHORIZED PERSON: _____	DATE: <u>6-8-18</u>	TITLE: <u>Estimator</u>
PRINTED OR TYPED NAME: <u>Shawn Shrum</u>		

ARKANSAS SALES OR USE TAX NUMBER: 00050178-SLS

STATE CONTRACTORS LICENSE NUMBER: 0004640418

INTENT

The intent of this invitation for bid is to establish a contract for street overlay at multiple locations within the City limits of Bentonville, AR.

RESPONSE DOCUMENTS

The following documents must be complete to provide a complete bid response package:

- IFB document, all response fields complete.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

CONTRACT TERM:

The awarded vendor will receive a contract issued by the City of Bentonville for the entire project.

SCOPE

Bidder agrees to furnish all labor, material and equipment to complete the contract.

DELIVERY

The City Of Bentonville request project completion within 60 days after receipt of contract. If this schedule cannot be met, bidder must state number of days required for completion. Failure to state completion days obligates bidder to 60 consecutive calendar days for completion. Extended completion days may be considered when in the best interest of the City.

Delivery: 7 - 21 days after receipt of award.

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified

INVOICING

Bidder shall provide an invoice to individual facility managers, located at each defined address, upon cycle completion. Failure to do so may cause delay in payment.

PAYMENT TERMS

☒ Net 30 days

☐ Other: _____

INSURANCE REQUIREMENTS

All proposals must contain a letter of intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the Company pursuant to the terms of any contract resulting from this Invitation to Bid. The Company shall procure and maintain, at the Company's expense, the following insurance coverage for the period of the Contract. Certificates evidencing the effective dates and amounts of such insurance must be provided to the City of Bentonville:

- a) Workers Compensation: As required by the State of Arkansas.
- b) Comprehensive General Liability (Broad Form) coverage in amounts specified under the contract for work at the facility prior to the signing of the contract.

Rest of page intentionally left blank

Contractor/Vendor Disclosure

Company Name: Hutchens Construction

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:

☒ Yes ☐ No

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more that 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

None

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.** JS Initials

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**

- a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
- b. The term "bid" means the offer by the bidder.
- c. The term "bidder" means the person or organization responding to the solicitation.
- d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
- e. The term "change order" means a written order from the Purchasing Manager directing the contractor to make changes to a contract.
- f. The term "City" means the City of Bentonville, Arkansas.
- g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.

5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.

7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Procurement Manager of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.
- The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.
- All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be

cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Manager of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 East Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Purchasing Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.

ADVERTISEMENT

Notice is hereby given that the City of Bentonville, Arkansas, hereinafter called the Owner, will receive sealed bids at the Purchasing Agent's office, 117 W. Central, Bentonville, Arkansas until 10:00 AM on the 8th day of June 2018, for the furnishing of all tools, labor, and materials and performing the necessary work to be done in the street resurfacing, water valve, manhole and parking lot asphalt application.

A mandatory pre-bid meeting will be held on May 31, 2018 @10:00 AM located at the Bentonville Street Department, 3200 SW Municipal Drive.

The location of the work is set out in the plans and specifications attached. Work to be performed includes the application of approximately **2850** tons of ACHMSC overlay and **25042** Square Yards of Asphalt Milling to specified City streets with adjustment of Manholes and Water Valves to grade (if required), Temporary Pavement Markings and Thermoplastic Pavement Markings.

All necessary work, materials, and every item of construction shall be in accordance with the plans and specifications as prepared by the City.

The contractors shall make such inspection and studies of the site of the work as to thoroughly familiarize themselves with all conditions to be encountered.

Each bid must be accompanied by a surety bond in the amount equal to five percent (5%) of the whole bid, said bond to be issued by a surety company licensed to do business in the State of Arkansas, said bond to be retained as liquidated damages in case successful bidder fails, neglects or refuses to enter into the contract for the construction of said works, and furnish the necessary bonds within ten (10) days from and after the date the award is made.

The successful bidder will be required to enter into a contract substantially with the terms in the form contract provided with these bid specifications.

The successful bidder will be required to furnish a performance and payment bond, in favor of the owner, in an amount equal to one hundred percent (100%) of the contract amount at the time of the award of the particular contract section.

The owner reserves the right to reject any and all bids, and to waive any formalities deemed to be in its best interest.

The attention of all bidders is called to the fact that they must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature, as amended if this contract exceeds \$20,000.00.

Notice is hereby given that the City of Bentonville is an equal opportunity employer.

The successful bidder will be required to submit a certification of non-segregated facilities prior to award of the contract, and to notify prospective subcontractors of the requirement for such a certification where the subcontract exceeds \$10,000.00.

Neither contractor nor subcontractor shall exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity any person in the U.S. on the grounds of race, color, national origin or sex, nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to

an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or religion except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VIII of the Act of April 11, 1968 shall also apply.

This advertisement is hereby made a part of the specifications and a part of any subsequent contract.

Stephanie Creed
Purchasing Manager
City of Bentonville

Rest of page intentionally left blank

PROPOSAL

Date: 6-8-18

Proposal of Hutchens Construction a corporation* organized and existing under the laws of the State of Missouri, and qualified to do business in the State of Arkansas; a partnership* consisting of _____, an individual* trading as _____, to the City of Bentonville, Arkansas:

The bidder in compliance with your invitation for bids of the resurfacing of the specified City Streets and the adjustment of water valves and manholes and pavement markings, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the work, including the availability of materials and labor, hereby proposes to furnish all labor, material, and supplies required to be furnished, and to construct the project in accordance with the contract documents, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on a date to be specified in a "Notice to Proceed" from the Street Manager within 14 calendar days and to fully complete the project within 60 consecutive calendar days. The City also reserves the right to omit areas/quantities from this bid list due to lack of available funds as well as add quantities if additional funding is available based on the per ton price as given by the contractor. (An additional 15 days will be added to this contract for any additional quantities of milling, asphalt, manhole adjustments or water valve adjustments)

Bidder acknowledges receipt of the following addendum:

Addendum #1 Dated: 5-21-18
Item & Unit Price Bid Correction Dated: 6-5-18
Asphalt Paving Option B Changes



2018 Overlay Project Quantities

(estimated quantities only)

City Streets

Approximately 2850 Tons of ACHMSC

Approximately 25042 Asphalt Milling S.Y.

Estimated 13696 Linear Feet of 4" Yellow Thermoplastic Standard 8" Gap

Estimated 191 Linear Feet of 4" White Thermoplastic

Estimated 81 Linear Feet of 12" White Thermoplastic

Estimated 492 Linear Feet of 24" White Thermoplastic

Estimated 40 "SHARROW" Thermoplastic Markings

Estimated 2 "Left Turn Arrow" Thermoplastic Markings

Estimated 4 "School" Thermoplastic Markings

Estimated 1 "Only" Thermoplastic Marking

Estimated 2 "Only" Thermoplastic Markings

Estimated 2 "Stop" Thermoplastic Marking

PROJECT SPECIFICATIONS

ASPHALT PAVING (OPTION A)

General: The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for placement of ACHMSC leveling course and overlay on the specified streets of varying widths and other specified areas belonging to the City of Bentonville.

Materials: The ACHM surface course shall be type 2 as set forth under Section 407 of the standard Specifications for Highway Construction, 1996 edition; published by the Arkansas State Highway Commission (Sandstone can be disregarded). **A mix design will be required, and must be submitted to the City Street Engineering office for approval, prior to a preconstruction conference. Mix Design utilizing recycled Asphalt or Asphalt shingles will not be accepted. The City reserves the right to reject mix that falls below 250 degrees f.**

Construction: After milling and curb recovery on selected streets, the contractor shall load millings into contractor supplied trucks for removal and the milled material may be retained by the contractor for recycling purposes or discarded at designated City waste sites. The City reserves the right to obtain up to 20 truck loads of millings to be loaded on City trucks by the contractor. Millings shall be utilized in butt joint, driveway, manhole and water valve areas as a temporary wedge. The contractor shall thoroughly clean and sweep the existing surface with a power broom and remove and dispose of the temporary wedges just prior to final ACHMSC asphalt application. Each milled street **shall** be required to be overlaid within **5** calendar days upon being milled. All intersecting street approaches to be determined by the City Street Manager or his Designee. A tack coat of emulsified asphalt shall then be applied at a rate of 0.03 gallons per square yard.

A level up course shall be applied to all street sections at a minimum of 55 pounds per square yard. The depth of leveling will vary depending on the existing street section. This level up course will be a portion of the total depth of mix required for a given street section unless noted otherwise. All asphalt placement shall be in accordance with section 410 of the standard specification for highway construction, 1996 edition, published by the Arkansas State Highway Commission.

Basis of Payment: Payment will be based on tonnage tickets presented to Owner or Owner's representative at time of placement. Payments will only be made on tickets designated properly.

DETAILED SPECIFICATIONS

ASPHALT PAVING (OPTION B)

General: The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for placement of ACHMSC leveling course and overlay on the specified streets of varying widths and other specified areas belonging to the City of Bentonville

Materials: The ACHM surface course shall be type 2 as set forth under Section 407 of the standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission (Sandstone can be disregarded). **A mix design will be required, and must be submitted to the City Street Engineering office for approval, prior to a preconstruction conference. Mix Design utilizing recycled Asphalt or Asphalt shingles will not be accepted. The City reserves the right to reject mix that falls below 250 degrees f.**

Construction: After milling and curb recovery on selected streets, the contractor shall load millings into contractor supplied trucks for removal and the milled material may be retained by the contractor for recycling purposes or discarded at designated City waste sites. The City reserves the right to obtain up to 20 truck loads of millings to be loaded on City trucks by the contractor. Millings shall be utilized in butt joint, driveway, manhole and water valve areas as a temporary wedge. The contractor shall thoroughly clean and sweep the existing surface with a power broom and remove and dispose of the temporary wedges just prior to final ACHMSC asphalt application. Each milled streets **shall** be required to be overlaid within 5 calendar days upon being milled. All intersecting street approaches to be determined by the City Street Manager or his Designee. A tack coat of emulsified asphalt shall then be applied at a rate of 0.03 gallons per square yard.

A level up course shall be applied to all street sections at a minimum of 55 pounds per square yard. The depth of leveling will vary depending on the existing street section. This level up course will be a portion of the total depth of mix required for a given street section unless noted otherwise. All asphalt placement shall be in accordance with section 410 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

Basis of Payment: Payment to be based on tonnage tickets presented to Owner or Owner's representative at time of placement. Payments will only be made on tickets designated properly.

Temporary Pavement Markings: Tiger Boulevard, Bella Vista Road, SE 3rd Street and S. Main Street will require the placement of temporary four (4) inch white and yellow lane delineation pavement markings. Adhesive backed retroreflective tape shall be used as temporary pavement markings upon completion of ACHMSC application. All materials and application shall be in accordance with section 604 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

Temporary Pavement Markings Basis of Payment: Lump sum price

Thermo Plastic Pavement Markings: All pavement markings shall be installed by the contractor within **14 consecutive days** of ACHMSC placement. All materials and application and payment shall be in accordance with section 719 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

Manhole Top and Water Valve Stack Adjustments: No manholes or water valves are foreseen to receive a manhole top or water valve stack adjustment. In the event a manhole top or water valve stack is deemed necessary by the Street Manager or his designee during the installation of ACHM surface course, The City of Bentonville will supply the incidental materials and shall be installed by the contractor at no additional cost to the city.

The bidder hereby agrees to construct and complete the work described as street resurfacing as follows:

Item No.	Estimated Quantity	Item and Unit Price Bid	Total Amount
1.	2850	Option A Tons, Asphaltic concrete hot mix surface course, complete in-place <i>sixty nine &</i> <i>06/100</i> Dollars per ton \$ <u>69.06</u> per ton	\$ <u>196,821.00</u>
2.	2850	Option B Tons, Asphaltic concrete hot mix surface course, complete in-place <i>seventy one &</i> <i>28/100</i> Dollars per ton \$ <u>71.28</u> per ton	\$ <u>203,148.00</u>
3.	25042	Square Yards Asphalt Milling <i>one &</i> <i>50/100</i> Dollars per S.Y. \$ <u>1.50</u> per S.Y.	\$ <u>37,563.00</u>
4.	13696	Thermoplastic Pavement Marking Yellow 4" (Standard 8" Gap) <i>one &</i> <i>38/100</i> Dollars per L.F. \$ <u>1.38</u> per L.F.	\$ <u>18,900.48</u>

5.	191	Thermoplastic Pavement Marking White 4" <i>one +</i> $\frac{38}{100}$ Dollars per L.F. <i>\$ 1. 38</i> per L.F.	\$ <u>263. 58</u>
6.	81	Thermoplastic Pavement Marking White 12" <i>fifteen +</i> $\frac{30}{100}$ Dollars per L.F. <i>\$ 15. 30</i> per L.F.	\$ <u>1,239. 30</u>
7.	492	Thermoplastic Pavement Marking White 24" <i>twenty +</i> $\frac{40}{100}$ Dollars per L.F. <i>\$ 20. 40</i> per L.F.	\$ <u>10,036. 80</u>
8.	40	Thermoplastic Pavement Marking "Sharrow" <i>six hundred twelve</i> $\frac{00}{100}$ Dollars per each <i>\$ 612. 00</i> per each	\$ <u>24,480. 00</u>

9.	2	Thermoplastic Pavement Marking "Left Turn Arrow" <i>four hundred fifteen</i> + $\frac{00}{100}$ Dollars per each <i>\$ 415.00</i> per each	\$ <u>830.00</u>
10.	4	Thermoplastic Pavement Marking "SCHOOL" <i>six hundred fifteen</i> + $\frac{00}{100}$ Dollars per each <i>\$ 615.00</i> per each	\$ <u>2,460.00</u>
11.	1	Thermoplastic Pavement Marking "ONLY" <i>six hundred fifteen</i> + $\frac{00}{100}$ Dollars per each <i>\$ 615.00</i> per each	\$ <u>615.00</u>
12.	2	Thermoplastic Pavement Marking "XING" <i>six hundred fifteen</i> + $\frac{00}{100}$ Dollars per each <i>\$ 615.00</i> per each	\$ <u>1,230.00</u>

13.	2	Thermoplastic Pavement Marking "STOP" <i>six hundred fifteen</i> + 00/100 Dollars per each \$ <u>615.00</u> per each	\$ <u>1230.00</u>
14.		Traffic Control Work Signage \$ <u>9,575.00</u> Lump Sum	\$ <u>9,575.00</u>
15.		Temporary Pavement Markings \$ <u>675.00</u> Lump Sum	\$ <u>675.00</u>
16.		Option A Total Items 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.	\$ <u>305,919.16</u>
17.		Option B Total Items 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15.	\$ <u>312,246.16</u>

Bids shall be based on actual costs. If the unit price bids are, in the opinion of the City, unbalanced, it shall be cause of rejection of the whole bid.

Price must be shown in words and figures. In case of discrepancy, amount shown in words will govern.

The above price shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within ten (10) days and deliver performance and payment bond. The bid security attached in the sum of \$ 5% of bid shall become the property of the owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

Res
BY

 Hutchens Construction

Seal-if bid is by a corporation

1007 Main Street
Cassville, MO 65625
(Business address and zip code)

CONTRACT AGREEMENT

1. This contract and agreement made and entered into this _____ day of _____, 2018, by and between the City of Bentonville, Arkansas, party of the first part, acting through its duly authorized representative, and _____, party of the second part.

Witnesseth:

That for and in consideration of the payments to be made as hereinafter set forth, the party of the second part hereby agrees to furnish all tools, labor, equipment materials, and supplies required to be furnished and to construct the improvements designated as the 2017 overlay project for the City of Bentonville, Arkansas, in exact accordance with the plans on file at the office and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the party of the first part and in accordance with the laws of the State of Arkansas.

2. It is further agreed and understood by and between the parties hereunto that the party of the first part agrees to pay and the party of the second part agrees to accept as full and final compensation for all work done under this agreement, compensation determined as follows: compensation shall be determined based upon the units prices bid by the party of the second part in the proposal which is attached hereto, the actual units of work completed based on the bid, and the time the work is completed, with a deduction of \$250.00 for every day beyond sixty (60) days from notice to proceed that the work is not completed. In the event the units of work to be completed are altered by representatives of the City, an allowance of additional days to complete the work shall be agreed to between the parties in writing at that time. Weather days are already considered in the time provided for this contract and no additional weather days shall apply unless agreed to by the City's representatives.

3. The party of the second part agrees, for the consideration above expressed, to begin and complete the work within the time specified in the proposal. Completion shall include all portions of the work herein specified.

4. The party of the second part agrees to furnish a bond, with an approved surety thereon, guaranteeing the performance of this contract, as required by the laws of the State of Arkansas, and for not less than one hundred percent (100%) of the amount of this contract. Said bond shall be conditioned on full and complete performance of this contract and acceptance by the City of Bentonville for the payment of all labor and materials entering into or incident to the proposed improvements and shall guarantee the work against faulty workmanship or materials for a period of one (1) year after completion. The surety on said bond shall be a surety company of financial resources satisfactory to the party of the first part, and authorized to do business in the State of Arkansas.

5. The party of the second part agrees also to carry public liability insurance, property damage insurance, and workmen's compensation insurance in amounts as required by these specifications.

6. The party of the second part agrees to submit invoices for the individual departs that are a part of this bid

Witness our hands this _____ day of _____, 20_____.

BY: _____
Bob McCastlin, Mayor

Attest: _____

Contractor

BY: _____

Address: _____

Witness: _____

MANHOLE TOP ADJUSTMENT

General The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing manholes.

Materials The manhole riser ring shall be as specified in the City of Bentonville water and sewer specifications, section 16. The existing manhole lid may be reused if in a condition satisfactory to the city.

Construction The existing manhole lid will be removed in a manner to avoid any damage. A 2 inch riser shall be attached to the existing stack, sealed with ramneck seal or approved equal to bring the lid equal to or slightly above finished grade. Structures damaged because of the contractor's negligence shall be repaired or replaced at no cost to the city.

It shall be the Contractors responsibility to adjust any manholes that may be covered by the overlay project, either by specified streets and locations or by additions to the contract.

Construction is subject to inspection and approval of the water utilities department.

Basis of payment Payment shall be based per each manhole adjustment.

WATER VALVE STACK ADJUSTMENT

General The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing valve lids and stacks.

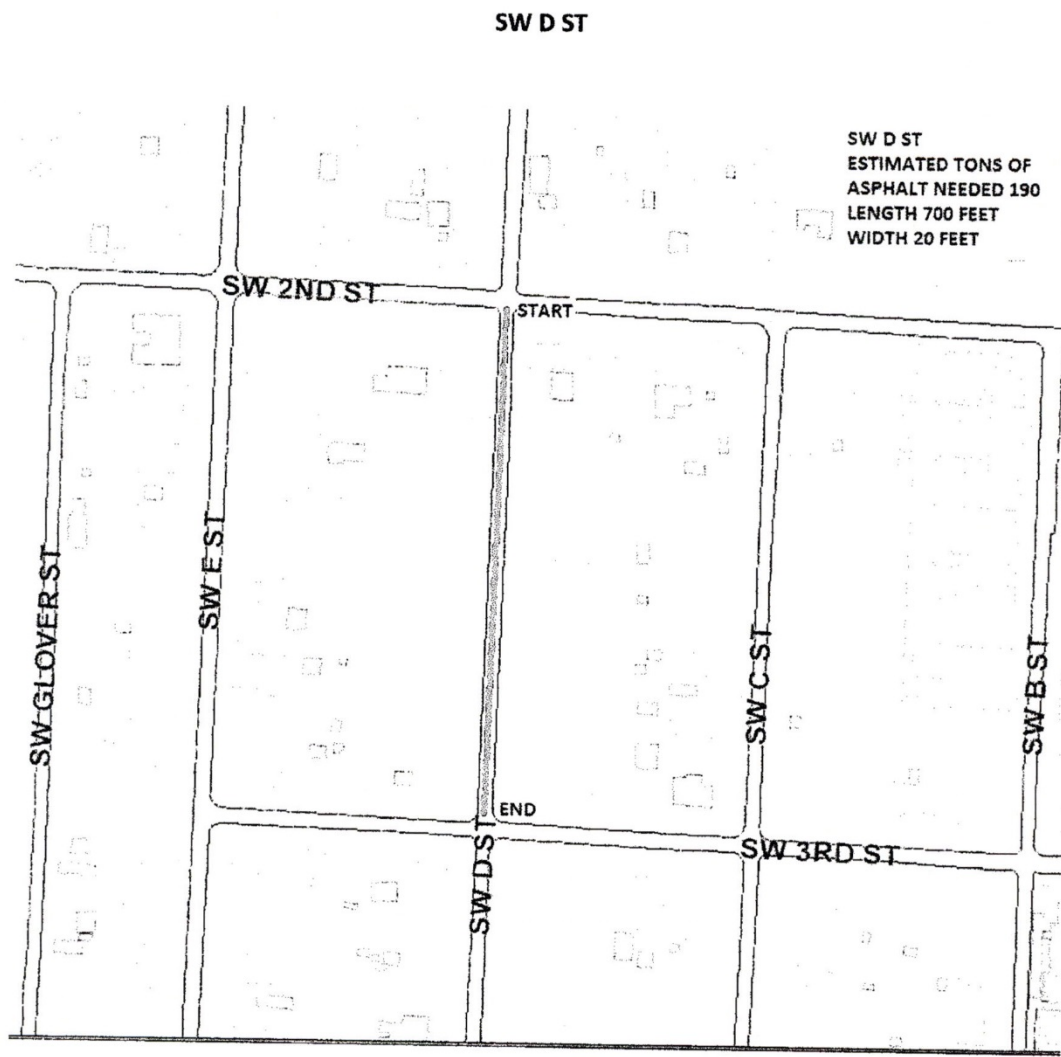
Materials The valve riser ring shall be as specified in the City of Bentonville water and sewer specifications, section 12.19. The existing lid and stack may be used if in a condition satisfactory to the city.

Construction The existing valve lid will be removed in a manner to avoid any damage to the valve box. A 2 1/2 inch riser shall be attached to the existing stack or the stack may be twisted if possible to bring the lid equal to or slightly above finished grade.

Construction is subject to inspection and approval of the water utilities department.

It shall be the Contractors responsibility to adjust any water valves that may be covered by the overlay project either by specified streets and locations or additions to the contract.

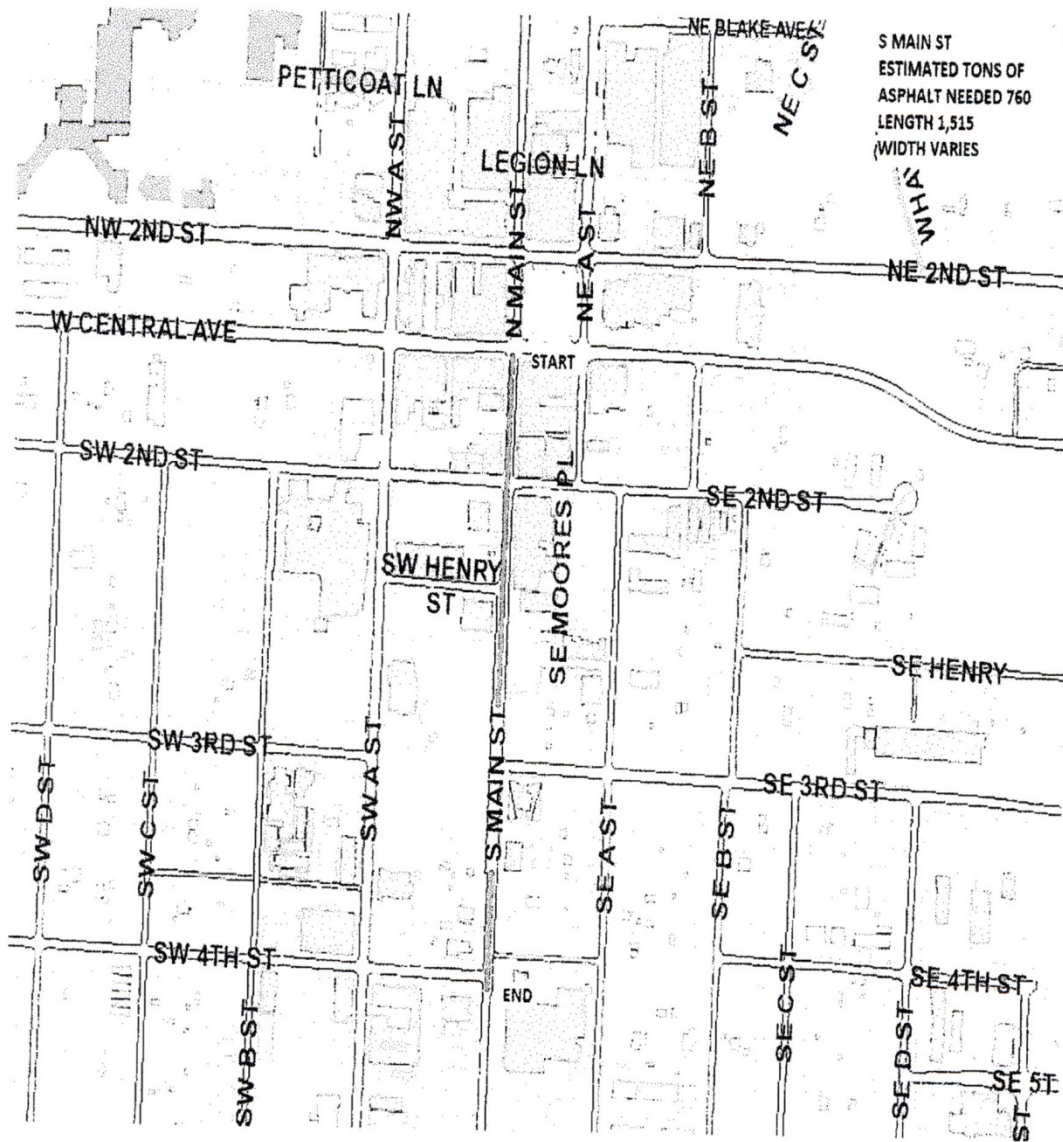
Basis of payment Payment is to be based per each valve lid and stack adjustment.



SE 3rd ST

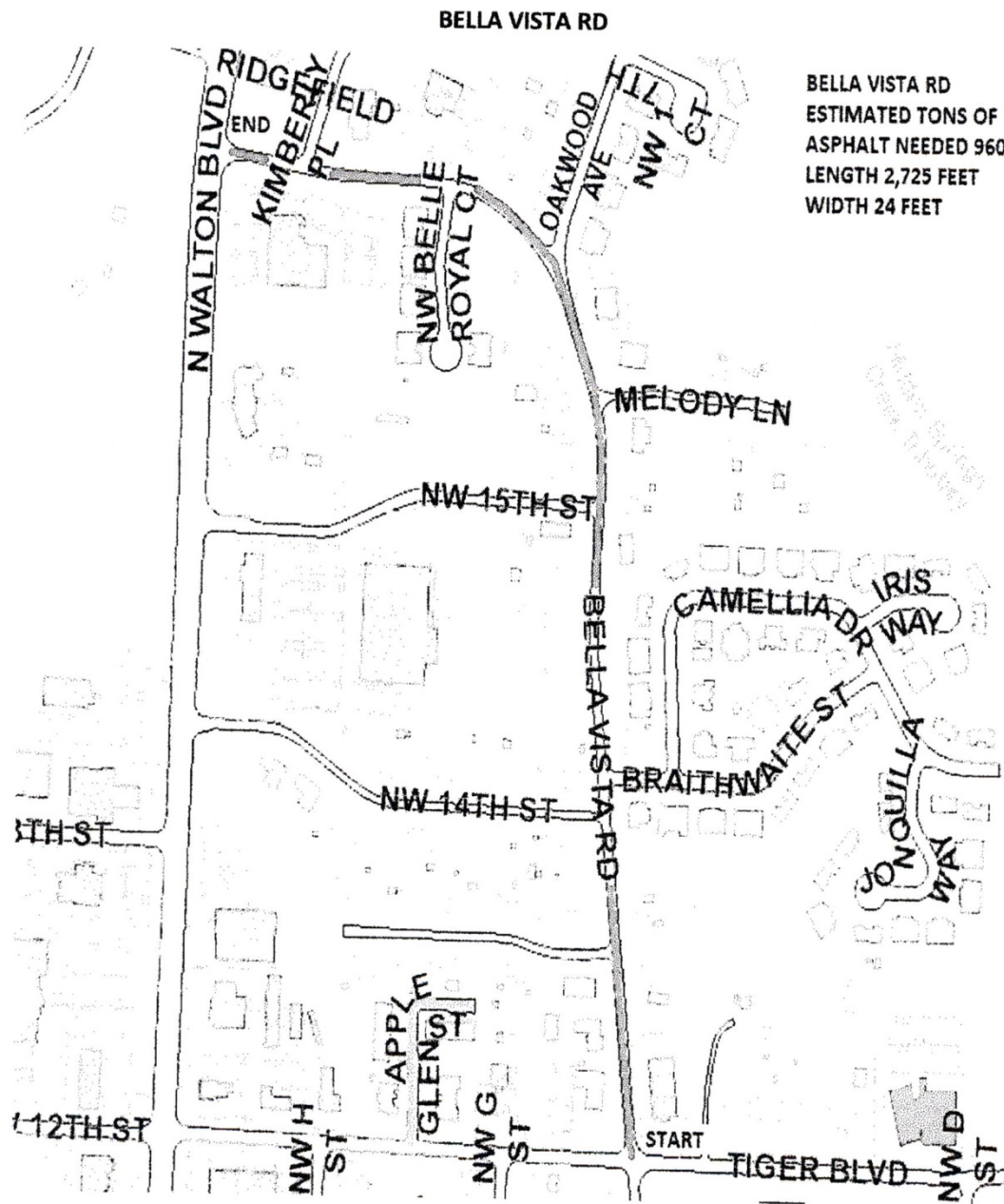


S MAIN ST – CENTRAL AVE to SW 4TH ST



TIGER BLVD





2018 STREET DEPARTMENT OVERLAY QUANTITIES

STREET	STARTING AT	ENDING AT	SIDE STREET APPROACH	STREET LENGTH (FT)	WIDTH (FT)	LENGTH (FT)	DEPTH (INCHES)	ACHWSC (TONS)	DRIVE APRONS (# OF)	MANHOLE (QTY)	WATER VALVE (QTY)	ASPHALT MILLING WIDTH	ASPHALT MILLING DEPTH (INCHES)	ASPHALT MILLING (SQ. YDS.)
Tiger Boulevard	NW 14 th Street	NW Leopard Lane		2115	35	300	2	790	0	9	8	Full	2	7147
					26	1815								
			NW "D" Street		47.5	32								
			NW "G" Street		49.5	30								
Bella Vista Road	Tiger Boulevard	N. Walton Boulevard		2725	24		2	960	22	3	7	Full	2	8445
			Oakwood Avenue		155	35								
			Melody Lane		38.5	17								
			NW 15th Street		30.5	30								
			Braithwaite Street		49	13								
			NW 14th Street		23	56								
			NW 13th Street		30	56								
SE 3rd Street	S. Main Street	SE "A" Street		370	20	28	2	150	3	0	1	Full	2	1175
			SE "A" Street		20									
S. Main Street	Central Avenue	SW 4th Street		1515	44	563	2	780	5	8	23	Full	2	6680
					38	565								
					30	287								
			SW 2nd Street		29	28								
			SW 4th Street		25	32								
SW "D" Street	SW 2nd Street	SW 3rd Street		700	20.5		2	190	2	1	3	Full	2	1595
			TOTAL	7425		3587		2890	32	22	42			26042

NOTE: To be invoiced to City of Bartonsville Street Department

NOTE: Drive aprons to receive a minimum 24 inch wing where applicable

NOTE: Side street approaches to be milled and overlaid to the end of radius or as determined by the street manager or his designee

NOTE: Side street approach width is based on an average to include the radii

NOTE: Water Valve and Manhole quantity is intended for information purposes

2018 Street Overlay - Thermoplastic Pavement Marking

Street	L.F. of 4" Yellow	L.F. of 4" White	L.F. of 12" White	L.F. of 24" White	Sharrow	Left Turn Arrow	School Legend	Only Legend
Tiger Blvd	4416	191	36	336	12	2	3	1
Bella Vista Rd	5510				16		1	
SE 3rd St	740				4			
S. Main St	3030		45	156	8			

TOTAL	13696	191	81	492	40	2	4	1
--------------	--------------	------------	-----------	------------	-----------	----------	----------	----------

Note: Thermoplastic quantities are estimates only

IFB-18-024
Street Overlay
Bid Opening Time and Date
June 8, 2018 @ 10:00 AM

	Hutchens Construction	Decco Contractors - Paving, Inc.	APAC-Central, Inc.
Item 1	196,821.00	210,615.00	214,918.50
Item 2	203,148.00	231,249.00	227,629.50
Item 3	37,563.00	38,314.26	79,383.14
Item 4	18,900.48	19,448.32	19,448.32
Item 5	263.58	271.22	271.22
Item 6	1,239.30	1,275.75	1,275.75
Item 7	10,036.80	10,332.00	10,332.00
Item 8	24,480.00	25,200.00	25,200.00
Item 9	830.00	840.00	840.00
Item 10	2,460.00	2,520.00	2,520.00
Item 11	615.00	630.00	630.00
Item 12	1,230.00	1,260.00	1,260.00
Item 13	1,230.00	1,260.00	1,260.00
Item 14	9,575.00	15,143.65	25,950.00
Item 15	675.00	1,018.50	1,700.00
Item 16 - Option A	305,919.16	328,128.70	384,988.93
Item 17 - Option B	312,246.16	348,762.70	397,699.93



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 26, 2018

Submitted by:

Bryan Wick

Department

Engineering

Phone

696-0227

ACTION REQUIRED:

Council approval of a resolution authorizing the Mayor and Clerk to amend the existing contract with Garver Engineers on the NW 3rd Phase 3 project increasing the amount by an additional \$45,200.00 to include a Drainage Study, Final Designs, and Additional Construction Phase Services, see attached memo and Amendment #2 document.

COST TO CITY:

Cost of this Request: \$45,200.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	Bond Account
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: Monday, June 18, 2018

Re: NW 3rd Street Phase 3 – Amendment 2 to Garver Contract

This amendment is to add items to the current contract for NW 3rd Street Phase 3 Improvements project. The cost of Amendment #2 is \$45,200.00, which will include a drainage study along Coler Creek near the new bridge replacement, final design updates to bridge foundations and adjoining retaining walls and the addition of 30 more workdays for part-time resident construction observation. The cost of this amendment will come from the Bond Account.

Staff is seeking City Council approval for a resolution allowing the Mayor to enter into an amended agreement with Garver, LLC.

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



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

City of Bentonville
Bentonville, Arkansas
Project No. 14047190

CONTRACT AMENDMENT NO. 2

This Contract Amendment No. 2, effective on the date last written below, shall amend the original contract between the City of Bentonville (Owner) and GARVER, LLC (GARVER), dated February 19, 2015 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 2 adds professional services for the:

Widening of NW 3rd Street from Saddlebrook Street westward to Coler Creek including curb & gutter, sidewalks, underground drainage, retaining walls and the widening or replacement of the bridge over Coler Creek.

The original contract is hereby modified as follows:

SECTION 3 – PAYMENT

The Payment Summary Table is replaced with the below Table:

WORK DESCRIPTION	AGREEMENT AMOUNT	AMEND NO. 1	AMEND NO. 2	TOTAL AMENDED FEE	FEE TYPE
<i>Geotechnical Services (GHBW)</i>	\$14,000	\$0	\$0	\$14,000	HOURLY
<i>Record Research</i>	\$2,100	\$0	\$0	\$2,100	
<i>Utility Marking (ARKUPS)</i>	\$700	\$0	\$0	\$700	
Surveys	\$25,100	\$3,562	\$0	\$28,662	
Conceptual Design	\$30,200	\$0	\$0	\$30,200	
Preliminary Design	\$0	\$0	\$0	\$0	
Final Design	\$69,400	\$0	\$0	\$69,400	
Property Acquisition Documents	\$14,300	\$0	\$0	\$14,300	
Drainage Study	\$0	\$0	\$6,500	\$6,500	
Water & Sewer Relocations	\$0	\$5,609	\$0	\$5,609	
Bidding Services	\$5,500	\$0	\$0	\$5,500	
Construction Phase Services	\$78,700	\$38,184	\$38,700	\$155,584	
TOTAL FEE	\$240,000	\$47,355	\$45,200	\$327,055	

Contract Amendment No. 2
NW 3rd Street, Phase III

1 of 3

Garver Project No. 14047190



The following scope of services are added to the agreement as initially documented in **Appendix A** and **Appendix B** of the original agreement:

APPENDIX A – ADDITIONAL SCOPE OF SERVICES

2.7 Drainage Study

Garver will utilize the existing hydrologic and hydraulic models using HEC-HMS and HEC-RAS to examine the effects of the new roadway bridge and trail on the Coler Creek Water Surface Elevations. Garver will obtain the existing Coler Creek FEMA hydraulic models from the City of Bentonville for optimization to be utilized as the existing Duplicate Effective Model. Garver will insert the new bridge and trail structures into the optimized model to create a proposed model for analysis.

Garver will develop a drainage memo that includes the following information:

- Summary of Findings
- 100-year water surface elevations for the pre-existing conditions
- 100-year water surface elevations for the post-construction conditions

Estimated fees do not include coordination with FEMA nor the submittal of the LOMR.

2.8 Final Design

Garver will redesign the Coler Creek bridge foundation and the adjoining trail retaining wall to take into account the field verified location of the bedrock on the site which varies significantly than the location indicated from the initial geotechnical borings.

2.13 Construction Phase Services

4. Increase the number of hours to evaluate and respond to construction material submittals and shop drawings from to 31 to 102 hours as depicted on the fee spreadsheet located in the attached APPENDIX B – ADDITIONAL SCOPE OF SERVICES.
8. Provide part-time resident construction observation services for **AN ADDITIONAL 30 work days** for a total of **244 work days** construction performance time. The proposed fee is based on 4 hours per day, 5 days per week, during the **244-work day** construction performance time. If the construction time extends beyond the time established in the agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

APPENDIX B – ADDITIONAL SCOPE OF SERVICES

The fee spreadsheets for **Drainage Study** and **Construction Phase Services – Additional Services** shall be added to the agreement.



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

CITY OF BENTONVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Ronald S. Petrie
Printed Name

Title: _____

Title: Sr. Project Manager

Date: _____

Date: _____

Attest: _____

Attest: _____

**APPENDIX B
AMENDMENT NO. 2 - ADDITIONAL SCOPE OF SERVICES**

**CITY OF BENTONVILLE
NW 3rd STREET, PHASE III**

FEE SUMMARY

Title I Services	Estimated Fees	Amendment 1	Amendment 2	Total
<i>Geotechnical Services (GHBW)</i>	\$14,000.00	\$0.00	\$0.00	\$14,000.00
<i>Record Research</i>	\$2,100.00	\$0.00	\$0.00	\$2,100.00
<i>Utility Marking</i>	\$700.00	\$0.00	\$0.00	\$700.00
<i>Surveys</i>	\$25,100.00	\$3,562.00	\$0.00	\$28,662.00
<i>Conceptual Design</i>	\$30,200.00	\$0.00	\$0.00	\$30,200.00
<i>Preliminary Design</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Final Design</i>	\$69,400.00	\$0.00	\$0.00	\$69,400.00
<i>Property Acquisition Documents</i>	\$14,300.00	\$0.00	\$0.00	\$14,300.00
<i>Drainage Study</i>	\$0.00	\$0.00	\$6,500.00	\$6,500.00
<i>Water & Sewer Relocations</i>	\$0.00	\$5,609.00	\$0.00	\$5,609.00
<i>Bidding Services</i>	\$5,500.00	\$0.00	\$0.00	\$5,500.00
Subtotal for Title I Services	\$161,300.00	\$9,171.00	\$6,500.00	\$176,971.00
Title II Services				
<i>Construction Materials Testing</i>	\$0.00	\$0.00	\$0.00	\$0.00
<i>Construction Phase Services</i>	\$78,700.00	\$38,184.00	\$38,700.00	\$155,584.00
Subtotal for Title II Services	\$78,700.00	\$38,184.00	\$38,700.00	\$155,584.00

**APPENDIX B
AMENDMENT NO. 2 - ADDITIONAL SERVICES**

**CITY OF BENTONVILLE
NW 3rd STREET, PHASE III**

DRAINAGE STUDY

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	T-1
	\$264.00	\$211.00	\$173.00	\$149.00	\$122.00	\$106.00	\$77.00
	hr	hr	hr	hr	hr	hr	hr
1. H&H Engineering - Coler Creek							
HEC-RAS model verification/optimization (Create Duplicate Effective Model)	1			2	4		
Import new topographic data into model (Create Corrected Effective Model)	1			2	8		
Create proposed model with proposed bridge and roadway	1			2	12		
Drainage Memo	1			2	10		1
Subtotal - Civil Engineering	4	0	0	8	34	0	1
Hours	4	0	0	8	34	0	1
Salary Costs	\$1,056.00	\$0.00	\$0.00	\$1,192.00	\$4,148.00	\$0.00	\$77.00

SUBTOTAL - SALARIES: \$6,473.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$27.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$27.00

TOTAL FEE: \$6,500.00

**APPENDIX B
AMENDMENT NO. 2 - ADDITIONAL SERVICES**

**CITY OF BENTONVILLE
NW 3rd STREET, PHASE III**

CONSTRUCTION PHASE SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	C-2	T-1
	\$254.00	\$203.00	\$166.00	\$143.00	\$117.00	\$102.00	\$115.00	\$74.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil/Structural Engineering								
Bridge Foundation Redesign due to lower bedrock depth	11			2	51			
Trail Retaining Wall Redesign due to lower bedrock depth	1				8			
Shop Drawings/Material Submittals			12	8	80	2		10
Resident Construction Observation (avg. 4 hrs/day for 30 additional working days)							120	
Subtotal - Civil Engineering	12	0	12	10	139	2	120	10

Hours	12	0	12	10	139	2	120	10
--------------	-----------	----------	-----------	-----------	------------	----------	------------	-----------

Salary Costs	\$3,048.00	\$0.00	\$1,992.00	\$1,430.00	\$16,263.00	\$204.00	\$13,800.00	\$740.00
---------------------	-------------------	---------------	-------------------	-------------------	--------------------	-----------------	--------------------	-----------------

SUBTOTAL - SALARIES: \$37,477.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$23.00
Postage/Freight/Courier	\$0.00
Travel Costs	\$1,200.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,223.00

TOTAL FEE: \$38,700.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY
CLERK TO ENTER INTO AN AMENDED AGREEMENT
WITH GARVER, LLC. ENGINEERING AND
CONSTRUCTION SERVICES FOR THE NW 3RD STREET
PHASE 3 IMPROVEMENT 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 Garver, LLC. for engineering and construction services for the NW 3rd Street Phase 3 Improvements project in an amount of \$45,200.00 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 #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

June 26, 2017

Submitted by:

Chuck Chadwick

Department

Airport

Phone

418-8675

ACTION REQUIRED:

A resolution seeking Council approval to authorize the Mayor to execute a Temporary License and Development Agreement with Lonesome Tree Properties, LLC or its affiliates (collectively, "LTP") for LTP to construct and donate to the City of Bentonville certain capital improvements at the Bentonville Municipal Airport.

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



M E M O R A N D U M

DATE: June 15, 2018

TO: **City Council, Mayor McCaslin**

FROM: Chuck Chadwick, Airport Manager

RE: A resolution seeking Council approval to authorize the Mayor to execute a Development Agreement with LONESOME TREE PROPERTIES, LLC or its affiliates (collectively, "LTP") for LTP to construct and donate to the City of Bentonville certain capital improvements at the Bentonville Municipal Airport.

Said document has been approved by Charles Chadwick, an Arkansas licensed attorney and contracted Airport Manager for the City of Bentonville.

TEMPORARY LICENSE AND DEVELOPMENT AGREEMENT

This Temporary License and Development Agreement (“**Agreement**”), dated June __, 2018, is made by and between **CITY OF BENTONVILLE**, a municipality organized under the laws of the State of Arkansas (“**City**”), and **LONESOME TREE PROPERTIES, LLC** (“**LTP**”).

RECITALS

A. City is the owner and operator of the Bentonville Municipal Airport (KVBT) located in Benton County, Arkansas, as shown on Exhibit A (the “**Airport**”);

B. LTP desires to construct certain improvements to the Airport including (i) an expanded north end of the runway for better turn-around capacity; (ii) a northeast taxiway connector to improve traffic flow and safety; and (iii) a portion of a circular apron at the northwest portion of the Airport (collectively, the “**Improvements**”), in certain areas of the Airport, as shown on Exhibit B, attached hereto and incorporated herein for all purposes (the “**License Area**”);

C. City wishes to grant, and LTP wish to receive, a license and permission to access the License Area in order to construct the Improvements; and

D. It is in the interest of both parties that the Improvements be constructed subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are not mere recitals of fact but are contractual in nature and incorporated into this Agreement by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Agreement, the numbered sections of this Agreement shall control.

2. Grant of License. City grants to LTP a temporary, non-exclusive, revocable license (the “**License**”) and permission to enter upon the License Area for the benefit of LTP for the purpose of constructing the Improvements. LTP, through its consultant and sub consultant (collectively with LTP, the “**LTP Parties**”, and singularly a “**LTP Party**”), shall have the right to enter upon the License Area in such a manner as may be reasonably necessary for the purpose of constructing the Improvements. The right to enter upon the License Area to construct the Improvements shall expire upon the completion of the Improvements, but, in no event beyond December 31, 2018 or such earlier date of revocation for default by City; provided, all LTP’s warranties, representations, and indemnities shall survive the expiration of LTP’s rights to enter upon the License Area, and shall continue for the benefit and protection of City for two years. In no event shall LTP Parties use or permit use of the License in a manner which unreasonably interferes with City’s use of City’s property contiguous with the License Area. Following termination or revocation of the License and upon the request of City, LTP shall provide City written release and extinguishment of all LTP’s rights in and to the License and the License Area.

3. LTP's Responsibilities. LTP Parties shall use due care in use of the License, and in constructing the Improvements, so as not to unreasonably disturb City's use of City's property. Notwithstanding, City acknowledges that LTP widening and north east taxiway connections will temporarily reduce LTP usable length while these Improvements are constructed.

A. LTP agrees that all specifications for the Improvements will be provided by Garver, LLC ("Garver").

B. LTP agrees that all of the Improvements will be donated to City by way of a charitable contribution from LTP, and, therefore, LTP agrees that it shall pay for all costs and expenses related to construction of the Improvements, specifically including, but not limited to, the costs of services of Garver, in its capacity as engineer of record, construction oversight (minimum of 20 hours per week), and materials testing manager, and as contracting engineering firm for the Airport.

C. LTP agrees to cause the License Area to be properly maintained and kept in good order, free and clear from rubbish relating to the construction of the Improvements. LTP shall not dig any open pits, trenches, borings or holes on or under the License Area except as specifically identified on engineering drawings prepared by Garver. LTP also covenants and agrees that no heavy trucks or equipment associated with the use of the License Area by LTP shall utilize the aprons, taxiways, or roadways, located on City's property or the License Area without City's prior consent.

D. Upon written request from City, LTP shall provide City copies of any and all written reports, findings, and analysis or test results obtained or prepared in connection with the construction of the Improvements.

4. Damage to Property. If at any time LTP removes or damages any of the License Area, including but not limited to paving, sod, herbage, lighting standards, signage, landscaping, wires, lines, cables, pipes, conduits (whether aboveground or underground) within, on, or under the License Area or otherwise on or servicing City's property, LTP shall, at LTP's sole cost and expense, repair, replace, and restore the property injured by LTP's activities to the same condition as existed previous to LTP's entry upon the particular property as soon as reasonably possible.

5. Permits; Compliance with law. LTP shall secure, maintain, and comply with all required licenses, permits, and certificates relating to, or otherwise necessary or appropriate in connection with the Improvements. LTP shall comply with any and all applicable federal, state, and local laws, including, but not limited to, those governing the prevention, abatement, and elimination of pollution and/or protection of the environment and the employment of their workers. LTP acknowledges that it is LTP's sole responsibility to obtain any governmental permits to perform any required maintenance checks, and to abide by any governmental regulations associated with the construction of the Improvements.

6. Default; Revocation. If LTP defaults in the performance of any provision contained in this Agreement, City may revoke the License following upon ten days' written notice to LTP.

This Agreement and any and all rights granted hereby shall be assignable by LTP only to entities related to LTP.

7. Indemnification. LTP shall indemnify, defend, and hold City and City's affiliates, subsidiaries, officers, employees and agents harmless from and against any and all loss, damage, injury, liability or claims of any kind or character to any person or property arising from or related to LTP Parties' entry upon the License Area, the conducting of any and all activities thereon or the violation of any applicable law by LTP.

8. Liens. LTP shall not suffer or permit to be enforced against the License Area, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens or any claims for damages arising from any aspect of the construction of the Improvements. LTP shall pay or cause to be paid all of said liens, claims or damages before any action is brought to enforce same against the License Area. LTP expressly agrees to protect, defend, indemnify and hold City and the License Area harmless from and against all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith to the fullest extent.

9. City Not Liable. LTP understands and agrees that LTP Parties shall enter upon the License Area at LTP Parties' own risk. City shall have no duty to inspect the License Area to which the License applies and shall have no duty to warn any person of any latent or patent defect, condition or risk that may exist on the License Area or that might be incurred in the exercise of the rights granted herein. City shall not be responsible for any loss or theft of anything placed or stored by LTP Parties on or about the License Area.

10. Insurance. Prior to its entry onto the License Area, and at all times after initially entering upon the License Area for the purposes set forth herein, LTP shall, at LTP's sole cost and expense, shall carry and provide workman's compensation insurance in the statutory amount and general liability insurance providing at least One Million and No/100 United States Dollars (\$1,000,000.00) in aggregate coverage and Five Hundred Thousand and No/100 United States Dollars (\$500,000.00) in per incident coverage.

11. Other Acts. Each party agrees to perform any further acts and deliver any additional documents which may be reasonably requested and necessary to carry out the provisions of this agreement.

12. Authority of Signors. The parties represent they have full power and authority to enter into and perform this Agreement and the parties know of no contract, agreement, promise or undertaking which would prevent the full corporate or municipal execution and performance of this Agreement, and the persons executing this Agreement on behalf of the parties are duly authorized to do so and have the authority to bind such parties.

13. Miscellaneous. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter herein. No supplements, modifications, or amendments of this Agreement shall be binding unless in writing, executed by the parties hereto. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of

the State of Arkansas. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Neither this Agreement nor any short form memorandum or assignment hereof shall be filed or recorded in any public office without City's prior written consent. Time is of the essence of every provision hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CITY:

THE CITY OF BENTONVILLE

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

LTP:

LONESOME TREE PROPERTIES, LLC

By: _____
Name: _____
Title: _____

Ownership Tract

EXHIBIT B

License Area Depiction



Improvements



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LONESOME TREE PROPERTIES, LLC OR ITS AFFILIATES (COLLECTIVELY, "LTP") FOR LTP TO CONSTRUCT AND DONATE TO THE CITY OF BENTONVILLE CERTAIN CAPITAL IMPROVEMENTS AT THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to execute a Development Agreement with Lonesome Tree Properties, LLC or its affiliates (collectively, "LTP") for LTP to construct and donate to the City of Bentonville certain capital improvements at the Bentonville Municipal Airport as outlined in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 26, 2018

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Request City Council approve the conversion of one (1) Custodian, Grade 13/14, in the Public Works Department to a Custodial Crew Leader, Grade 19, in the Public Works Department. The reason for this change is to provide leadership/oversight for the cleaning operations at the Bentonville Community Center (BCC) during the late afternoons/evenings on weekdays and on weekends. Currently, the BCC is open for custodial activities from 4:30AM - 9:00PM weekdays and 6:00AM - 8:00PM on Saturdays, and 11:00AM - 8:00PM on Sundays. The BCC presently has only one (1) custodial crew leader to cover all the shifts. Additional custodial supervision is needed on nights and weekends. There is NO additional headcount being requested, just the conversion of a custodian to a custodial crew leader. The additional cost for this conversion will be appx \$11,000.00 for the remainder of 2018 and the public works/custodial budget has enough salary revenue to cover this cost.

COST TO CITY:

Cost of this Request: \$11,000

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE

