



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 24, 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: July 10, 2018**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lots 10 and 11 of Loesche Subdivision, Randy and Becky Featherston, Northwest 8th Street, R-1, Single Family Residential.**

(Pages 4-6)

The Planning Commission voted 5-0, recommending approval.

Property Line Adjustment adjusting the lot lines of old Lots 5, 6, and 7 of Loesche Sub-division, creating new Lots 10 and 11. The plat dedicates an additional 8.67 feet of right-of-way along NW 8th Street.
2. Recognition by City Council of David Cooper who resides at 2407 SW Linebarger Lane. The property's landscaping was nominated by a Bentonville resident and is the July Residential Landscaping of the Month award winner.

(Pages 7-9)
3. An ordinance to enter into an agreement with Megger to purchase a Delta Series transformer test system in the amount of \$49,850.00 plus tax and waive the requirements of competitive bidding.

(Pages 10-17)
4. A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole testing to the City of Bentonville Electric Department for an amount not to exceed \$26,000.00.

(Pages 18-48)

5. A resolution authorizing the Mayor and City Council to purchase a general utility easement from Anglin Properties, LLC, located along SW Opal Road in the amount of \$30,000.00. **(Pages 49-56)**
6. Staff recommends for the Mayor and City Council to approve the change order to Team Fishel's contract and add the underground crew and equipment. Rates are shown on the attached breakdown. **(Pages 57-59)**
7. Recommend Mayor and City Council award the 6 month blanket bid for single phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$358,314.00. Items will be ordered on 'as needed' basis. **(Pages 60-62)**
8. Recommend Mayor and City Council award the 6 month blanket bid for 3-phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$560,495.00. Items will be ordered on 'as needed' basis. **(Pages 63-65)**
9. Recommend Mayor and City Council award the 6 month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$206,871.00. Items will be ordered on 'as needed' basis. **(Pages 66-68)**
10. Staff recommends City Council approval of Change Order No. 1 in an amount of \$28,681.50 to the Tri Star Contractors contract for the construction of the Hangar Infrastructure Improvement Project at the Bentonville Municipal Airport. **(Pages 69-71)**
11. Staff requests Council to waive the competitive bidding requirements for the emergency repair and replacement of (1) 1600 AMP Main Breaker, (7) I-line breakers, Transformer Control and fuses at McKissic Lift Station. An interior pipe break on June 30, 2018 sprayed water on the electrical cabinets causing extensive damage. Thomas Electric, Inc., had the most critical component in stock and was able to expedite and install the remaining parts quickly to restore the lift station. **(Pages 72-77)**



City Council Agenda Items

For City Council Meeting of July 24, 2018

From the July 17, 2018 Planning Commission Meeting

Property Line Adjustment: Lots 10 and 11 of Loesche Subdivision, Randy and Becky Featherston, Northwest 8th Street, R-1, Single Family Residential.

The Planning Commission voted 5-0, recommending approval.

Property Line Adjustment adjusting the lot lines of old Lots 5, 6, and 7 of Loesche Subdivision, creating new Lots 10 and 11. The plat dedicates an additional 8.67 feet of right-of-way along NW 8th Street.

PROPERTY LINE ADJUSTMENT STAFF REPORT



Lots 10 and 11 Loesche Subdivision

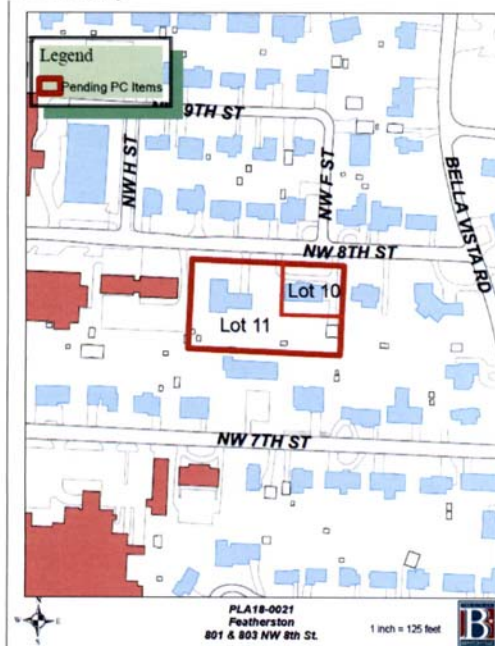
PC Date: 7/17/2018

Reviewer: Tyler Overstreet, Planner

Project Number	PLA18-0021
Applicant / Current Owner	Randy and Becky Featherston 808 McClure Road Little Flock, AR 72756
Site Area	+/- 1.4 acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Downtown Low-Density Residential

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

Location Map



Property Description

This property is located on NW 8th Street, west of Bella Vista Road. The approximately 1.4 acre property is currently zoned R-1, Single-Family Residential.

Project Details

Property Line Adjustment adjusting the lot lines of old Lots 5, 6, and 7 of Loesche Subdivision, creating new Lots 10 and 11. The plat dedicates an additional 8.67 feet of right-of-way along NW 8th Street.

Projected Traffic Impact

The proposed lot split should not adversely impact traffic patterns in the area.

Waivers

No waivers requested.

Conclusion

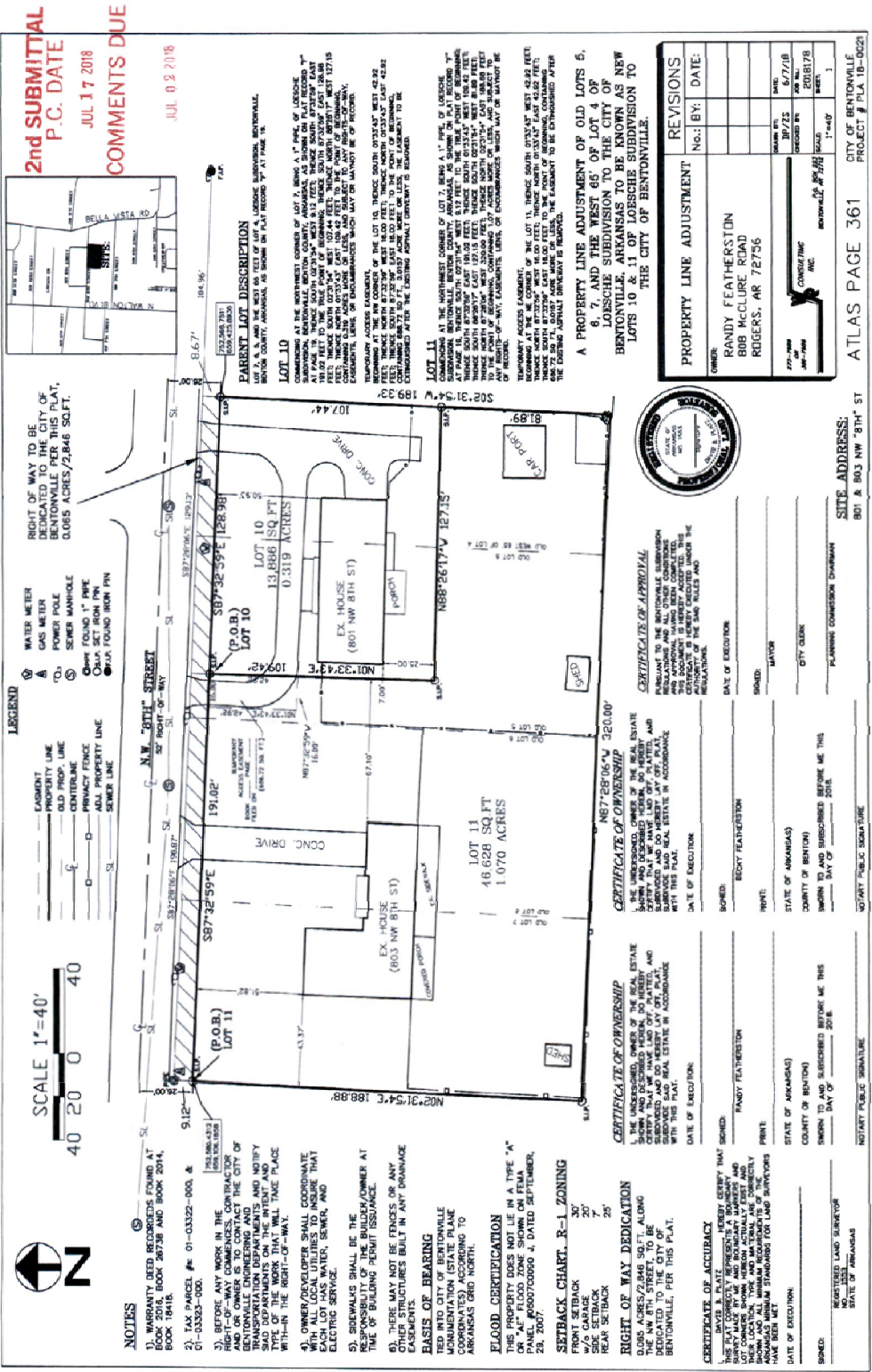
This lot split does meet the minimum requirements of the subdivision regulations.

Standard Conditions of Approval

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

NOTES

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



2nd SUBMITTAL
P.C. DATE
JUL 17 2018
COMMENTS DUE
JUL 02 2018

Table with 2 columns: PROPERTY LINE ADJUSTMENT, REVISIONS. It lists the owner RANDY FEATHERSTON and includes a revision table with columns for No., By, and Date.

ATLAS PAGE 361
CITY OF BENTONVILLE
PROJECT # PL18-0623
SITE ADDRESS: 801 & 803 NW 8TH ST
PLANNING COMMISSION CHAIRMAN
DATE OF EXECUTION
DATE OF RECORDING



SCALE 1"=40'
40 20 0 40

LEGEND

- WATER METER
GAS METER
POWER POLE
SERIES MANHOLE
CROSS FOUND 1" PIPE
CROSS FOUND 2" PIPE
CROSS FOUND 4" PIPE
CROSS FOUND 6" PIPE
CROSS FOUND 8" PIPE
CROSS FOUND 10" PIPE
CROSS FOUND 12" PIPE
CROSS FOUND 14" PIPE
CROSS FOUND 16" PIPE
CROSS FOUND 18" PIPE
CROSS FOUND 20" PIPE
CROSS FOUND 22" PIPE
CROSS FOUND 24" PIPE
CROSS FOUND 26" PIPE
CROSS FOUND 28" PIPE
CROSS FOUND 30" PIPE
CROSS FOUND 32" PIPE
CROSS FOUND 34" PIPE
CROSS FOUND 36" PIPE
CROSS FOUND 38" PIPE
CROSS FOUND 40" PIPE
CROSS FOUND 42" PIPE
CROSS FOUND 44" PIPE
CROSS FOUND 46" PIPE
CROSS FOUND 48" PIPE
CROSS FOUND 50" PIPE
CROSS FOUND 52" PIPE
CROSS FOUND 54" PIPE
CROSS FOUND 56" PIPE
CROSS FOUND 58" PIPE
CROSS FOUND 60" PIPE
CROSS FOUND 62" PIPE
CROSS FOUND 64" PIPE
CROSS FOUND 66" PIPE
CROSS FOUND 68" PIPE
CROSS FOUND 70" PIPE
CROSS FOUND 72" PIPE
CROSS FOUND 74" PIPE
CROSS FOUND 76" PIPE
CROSS FOUND 78" PIPE
CROSS FOUND 80" PIPE
CROSS FOUND 82" PIPE
CROSS FOUND 84" PIPE
CROSS FOUND 86" PIPE
CROSS FOUND 88" PIPE
CROSS FOUND 90" PIPE
CROSS FOUND 92" PIPE
CROSS FOUND 94" PIPE
CROSS FOUND 96" PIPE
CROSS FOUND 98" PIPE
CROSS FOUND 100" PIPE

NOTES

- 1. WARRANTY DEED RECORDS FOUND AT BOOK 2018, PAGE 26738 AND BOOK 2014, PAGE 18418.
2. TAX PARCEL # 01-03322-000 & 01-03323-000.
3. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR SHALL NOTIFY THE CITY OF BENTONVILLE ENGINEERING AND TRANSPORTATION DEPARTMENTS AND NOTIFY THE CITY OF BENTONVILLE PUBLIC WORKS DEPARTMENT OF THE TYPE OF THE WORK THAT WILL TAKE PLACE WITHIN THE RIGHT-OF-WAY.
4. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT ALL UTILITIES (ELECTRIC, WATER, SEWER, AND GAS) ARE PROTECTED AND NOT DAMAGED BY ANY CONSTRUCTION.
5. BENCHMARKS SHALL BE THE PROPERTY OF THE BENCHMARK/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
6. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
7. BASIS OF BEARING
8. THE PROPERTY DOES NOT LIE IN A TYPE "A" FLOOD ZONE.
9. FLOOD CERTIFICATION
10. THE PROPERTY DOES NOT LIE IN A TYPE "A" FLOOD ZONE.
11. SETBACK CHART, R-1 ZONING
12. FRONT SETBACK 30'
13. SIDE SETBACK 20'
14. REAR SETBACK 25'
15. RIGHT OF WAY DEDICATION
16. 0.065 ACRES/2.846 SQ. FT. ALONG WITH THE CITY OF BENTONVILLE, PER THIS PLAT.
17. CERTIFICATE OF ACCURACY
18. THIS PLAT CORRECTLY REPRESENTS A BOUNDARY AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND HAVE BEEN MEASURED AND PLANNED IN ACCORDANCE WITH THE STANDARDS FOR LAND SURVEYORS.
19. DATE OF EXECUTION
20. DATE OF RECORDING

CERTIFICATE OF OWNERSHIP

I, THE UNDERSIGNED, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT THE SAME ARE THE REAL ESTATE OF THE UNDERSIGNED AND DO HEREBY ATTEST AND SUBSCRIBE AND DO HEREBY ATTEST AND SUBSCRIBE WITH THIS PLAT.

DATE OF EXECUTION

CERTIFICATE OF APPROVAL

I, THE UNDERSIGNED, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT THE SAME ARE THE REAL ESTATE OF THE UNDERSIGNED AND DO HEREBY ATTEST AND SUBSCRIBE AND DO HEREBY ATTEST AND SUBSCRIBE WITH THIS PLAT.

DATE OF EXECUTION

CERTIFICATE OF ACCURACY

I, THE UNDERSIGNED, OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY THAT THE SAME ARE THE REAL ESTATE OF THE UNDERSIGNED AND DO HEREBY ATTEST AND SUBSCRIBE AND DO HEREBY ATTEST AND SUBSCRIBE WITH THIS PLAT.

DATE OF EXECUTION

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
10 AND 11 OF LOESCHE SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA18-0021).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 10 and 11 of Loesche Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 17, 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 Lots 10 and 11 of Loesche Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-3122

ACTION REQUIRED:

Recognition by City Council of David Cooper who resides at 2407 SW Linebarger Lane. The property's landscaping was nominated by a Bentonville resident and is the July Residential Landscaping of the Month award winner.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO

Date: July 16, 2018

To: Bentonville City Council

From: Danielle Semsrott, AICP, Senior Planner

RE: Residential Landscaping of the Month Award

Dear Bentonville City Council,

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The Residential Landscaping of the Month Award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on five categories: consistent maintenance, tasteful and creative landscaping, lawn accents, good use of seasonal color, and overall appearance.

Bentonville residents can nominate themselves or others for the award. David Cooper resides at 2407 NW Linebarger Lane and is the winner for the month of July. The property was nominated by a Bentonville resident.

David has lived at his current residence for 18 years. He owns an excavation company and enjoys creating natural landscapes by using a mix of boulders and native plants.

Award winners are honored by the Mayor at a City Council meeting and are presented with a decorative yard sign designating their yard as a winner. A photograph of Mr. Cooper and his award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the "Bentonville Focus".

Respectfully,



Danielle Semsrott, AICP
Senior Planner





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

An ordinance to enter into an agreement with Megger to purchase a Delta Series transformer test system in the amount of \$49,850.00 plus tax and waive the requirements of competitive bidding.

COST TO CITY:

Cost of this Request: \$49,850

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>7/24/2018</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Delta Series Transformer Test Set</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Megger, Inc.</u>		
	<u>2621 Van Buren Avenue</u>		
	<u>Norristown, PA 19403</u>		
Amount:	Base Amount:	\$	<u>49,850.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>49,850.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
All other transformer testing equipment used by BEUD is the Megger brand. The Delta Series test set will be compatible with our transformer testing database.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: July 24, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: Ordinance for the Mayor and City Council to enter into an agreement to purchase a Transformer Test Set from Megger

The Electric Department recommends waiving the requirements of competitive bidding and entering into an agreement with Megger to purchase a Delta Series Transformer Test set in the amount of \$49,850 plus tax.

This set specifically tests transformer power factor and will allow BEUD to trouble shoot the substation transformer to ensure they are operating at the proper capacity.

All other BEUD transformer testing equipment is Megger and this Delta Series will be compatible with our existing testing database.

Substation testing equipment is a 2018 budgeted item.



QUOTATION

City of Bentonville Electric Department 608 Southeast Third Street	Megger Quote No: ISDQ74634 Date: Jul 9, 2018 Your Ref: RFQ - DELTA4110 Quotation Validity: 30 Days Payment Terms: NET 30 Days Currency: US Dollars Freight Terms: EXW: Factories Destination: United States
Bentonville AR 72712 United States (479)271-3188 (Ph) (479)271-5994 (Fax) Attn: Brian Jones	
Shipment subject to change due to demand. Payment Terms are subject to credit verification. If Tax-exempt, certificate is required with purchase order.	
Please reference our Quote No. on all correspondence	
Thank you for your inquiry. We are pleased to submit the following Quotation subject to Megger Terms and Conditions.	

Item	Qty	Part Number	Description	Unit Price	Total Price	Lead Time
	1	DELTA4110	TAN DELTA Test System	\$41,750.00	\$41,750.00	3 - 5 wks ARO
	1	670501	Power Factor Accessory KIT	\$1,975.00	\$1,975.00	3 - 5 wks ARO
			Optional Cert, Warranty, and Accessories			
	1	CERT-NIST	Certificate of Calibration - Ordered with instrument	\$400.00	\$400.00	3 - 5 wks ARO
	1	Y24-Warranty	24 month warranty - two year additional warranty.	\$4,175.00	\$4,175.00	
	1	1004-639	HV STROBE WITH 60FT (18M) LEAD	\$815.00	\$815.00	3 - 5 wks ARO
	2	2005-115	Transit CASE	\$735.00	\$1,470.00	3 - 5 wks ARO

*Freight will be prepaid and added to your invoice, unless you choose to supply Megger with your collect account information, at the time of order.

Notes:

- Cancellations are subject to a minimum 20% restocking fee.
 - One instruction manual included when applicable; additional copies are subject to charge.
 - Minimum order amount: \$125.00 USD.
 - Any test reports or other special documentation required must be requested at time of inquiry and may be subject to charge.
 - Delivery lead times quoted by Megger are ex-factory unless otherwise noted. Megger will not be responsible for late delivery penalties unless Megger has been advised in the quotation stage that such a condition exist and it has been agreed to in writing.
 - Inspections by client representatives or third party contractors add to the delivery time and should be documented in the bid stage.
- Once you've reviewed the enclosed information, should you have any questions or require additional information, please call me or contact our Technical Sales Representative in your area, CBM, Kansas City KS, at 816-353-6011.

On behalf of Megger

Justin Woo
Inside Sales Representative
214-331-7321
Justin.Woo@Megger.com

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS: In these terms and conditions Megger will be referred to as the "Seller," the materials, goods and services to be furnished will be referred to as the "Goods," and the person or firm purchasing the Goods will be referred to as the "Buyer." and the Customer Acknowledgment or Invoice to which these Terms and Conditions of Sale are attached will be referred to as the "Agreement."

These Terms and Conditions of Sale shall supersede the terms of the Buyer's purchase order or contract in the event of contradiction or inconsistency herewith, and no other terms, agreements, or customs inconsistent herewith shall be binding upon the Seller. All orders are subject to acceptance by Seller at its principal place of business, 4271 Bronze Way, Dallas, Texas.

2. PRICES AND TERMS: (A) Domestic-Terms of payment for domestic shipments are net 30 days from the date of shipment. In the event shipment is delayed by the Buyer the terms of payment are net 30 days from the date of notification to the Buyer that equipment is ready for shipment. (B) Export-Acceptance of export sales cannot be made unless the Buyer (regardless of nationality) provides an irrevocable Letter of Credit drawn on a United States bank as specified by the Seller except where other arrangements have been accepted in writing by Seller, and payable in U.S. funds upon presentation of original invoice and Bill of Lading noting shipment from plant facility

NOTE 1: Buyer shall pay interest on all past due amounts at the lower of (a) one and one-half percent (1-1/2%) per month, or (b) the maximum nonusurious rate permitted by applicable law. Buyer agrees to pay all agency or attorney fees and court costs should it become necessary in the collection of delinquent payments.

NOTE 2: Unless otherwise agreed by Seller in writing, Buyer may not retain payment of any portion of the sales price. If Buyer disputes the accuracy of any portion of any invoice, Buyer may not withhold payment of the disputed amount, but shall promptly notify Seller specifying the amount in dispute and the reason therefor. Buyer will make timely payment of all amounts, including those in dispute. The parties will promptly attempt to resolve the dispute and, upon resolution, Seller will promptly pay any amounts due Buyer.

NOTE 3: Partial shipment and payment therefore will be allowed unless specifically excluded by the Buyer and agreed to by the Seller.

3. PAYMENT: (A) Payments are made in United States currency to Seller at the office of the corporation in Dallas County, Texas. (B) Payments of each invoice covering partial shipments shall become due in accordance with this Agreement. If Seller shall be delayed in shipment of the contract by action or inaction of the Buyer, Seller may store the Goods for Buyer's account and risk. See Paragraph No. 10. (Material Storage).

4. TAXES: Prices do not include sales, use, excise, added value, or any other direct tax of a similar nature of federal, state, county or municipal origin, nor do prices include any such tax imposed by government units outside the United States. If Seller should be required to collect and/or pay such taxes, the Buyer shall reimburse the Seller for full amount.

5. DELIVERY: Prices are quoted Ex-Factory of Origin, unless otherwise agreed in writing, and delivery to a transportation company properly consigned, shall constitute delivery to the Buyer

6. CRATING: PASSAGE OF TITLE, AND INSPECTION: Unless otherwise specified Goods for domestic shipment will not be crated. Title to the Goods covered by this Agreement will pass to the Buyer at the time of delivery of the shipment to the transportation company, subject to the security interest therein reserved in Paragraph No. 12 hereof, and inspection of such Goods will be at destination unless otherwise specified herein.

Unless otherwise agreed in writing, Buyer and carrier are responsible for Goods lost or damaged in transit.

7. DELAYS: Seller shall not be liable for any loss, delay default or damage resulting from any cause beyond its reasonable control, including without limitation, war, governmental regulation or interference, act of God, fires, floods, accident, damage to its plants, epidemics, quarantine restrictions, strikes, lockouts, insurrection, riot, embargoes, interruption of transportation facilities, and failure of suppliers to meet delivery schedules.

8. CHANGES: Changes requested of this Agreement will be reviewed for price adjustment and will be subject to acceptance by Seller.

9. CANCELLATION: This order may be canceled only upon written request and must be with Seller's consent. Cancellation charges are calculated as a percentage of the invoice price as follows:

- 5.0% 6 weeks or more prior to confirmed ship date.
- 10.0% 4-6 weeks prior to confirmed ship date.
- 15.0% 2-4 weeks prior to confirmed ship date.
- 20.0% 2 weeks or less prior to confirmed ship date.

10. MATERIAL STORAGE: In the event Buyer is not in position to receive shipment of the Goods by the previously requested or agreed upon shipping date, Seller will not be required to hold or store such Goods for a period of more than fifteen (15) days unless a charge of 1% of the selling price is authorized per month of storage thereafter.

11. RETURNED GOODS: Authority to return Goods (must be obtained) from and authorized official of the Seller. All return shipments must have transportation charges prepaid. Any items returned by the Buyer for reason of his own is subject to a 20% restocking charge. Additional charges for reworking or replacement of parts will be assessed where necessary.

12. CREDIT: Seller reserves the right to require adequate security from the Buyer before continuing work whenever Seller believes the Buyer's credit is (in the Seller's opinion) impaired. It is agreed that to better secure payment of the amounts hereon, Seller shall have and retain a security interest in all Goods sold to the Buyer pursuant to this Agreement, and Buyer agrees to sign Financing Statements and other notices to establish the security interest held by Seller in accordance with the Uniform Commercial Code or such other requirements for the perfection of a security interest in all such goods. The Buyer hereby agrees that this order may be filed as a financing statement pursuant to the Uniform Commercial Code. It is further agreed that until the entire purchase price has been paid, the Goods shall remain personal property and shall not become a part of the real estate or a fixture thereon and shall be subject to all statutory rights regarding personal property.

13. ASSIGNMENT: This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Buyer may not assign its rights under the Agreement without prior written consent of the Seller.

14. PATENTS: Seller does not warrant that the use by the Buyer of Goods sold, or articles or materials made therefrom alone or in combination with other materials will not infringe a patent.

15. DESIGN AND DRAWINGS: All data, drawings, designs, ideas, etc. furnished by Seller shall remain property of the Seller. All information pertaining to Seller's design and drawings is proprietary, confidential and not to be disclosed, disseminated or used for any purpose except as provided by Seller.

16. LIMITATIONS: This Agreement includes and shall constitute the sole and entire agreement between the parties hereto with respect to the sale and purchase of the Goods hereunder; that no promises, agreements, or obligations other than those expressly contained and set forth herein have been made or created by either party thereto; that terms of this Agreement, shall be independent of, and independently enforced from, this Agreement, and any breach thereof shall not affect the rights, duties or obligations of the parties hereunder; and further, that this Agreement cannot and shall not be changed or modified in any particular whatsoever by any officer, employee, or representative of the Seller in any capacity, unless such change or modification shall be in writing and signed by both parties hereto. This Agreement shall not be amended in any manner by a course of dealing in contravention thereto. The provisions of the Agreement are severable, and, if any of its provisions shall be held invalid, such provisions shall not affect or impair any of the remaining provisions of this Agreement. It is hereby agreed between the parties hereto that this Agreement would have been entered into had such invalid provisions not been included herein.

17. ENFORCEMENT: In the event the Buyer is adjudged bankrupt or files a voluntary assignment for the benefit of creditors, a receiver is appointed or if it becomes necessary for the Seller to employ an attorney for the collection of the amounts due hereunder or the enforcement of their rights hereby, Buyer agrees to pay a reasonable fee of not less than fifteen percent (15%) of the amount due hereon to Seller for the legal services required.

18. WARRANTY: SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF THE GOODS FOR ANY PURPOSE WHETHER OR NOT KNOWN OR DISCLOSED TO SELLER, AND IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY SELLER WITH RESPECT TO THE GOODS EXCEPT AS PROVIDED BY SELLER TO BUYER SPECIFICALLY IN WRITING.

19. REMEDIES: BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY HEREUNDER, WHETHER AS TO GOODS DELIVERED OR FOR NON-DELIVERY OF GOODS, WHETHER RELATING TO QUANTITY, QUALITY, WEIGHT, CONDITION, LOSS OR DAMAGE AND WHETHER OR NOT BASED ON CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED, SELLER'S OPTION, TO A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF THE PARTICULAR DELIVERY OF GOODS SHOWN TO BE OTHER THAN AS WARRANTED OR, IN THE CASE OF DEFICIENCY IN QUANTITY, AT SELLER'S OPTION, A REFUND OF THE PURCHASE PRICE PAID FOR, OR A REPLACEMENT OF THE QUANTITY SHOWN TO BE DEFICIENT, AND FAILURE TO GIVE WRITTEN NOTICE OF SUCH A CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN THE CASE OF NON-DELIVERY), SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH GOODS. SELLER SHALL NOT BE LIABLE ON ANY CLAIM UNDER OR ARISING OUT OF OR FOR BREACH OF THIS AGREEMENT UNLESS ACTION THEREON SHALL BE BROUGHT AGAINST SELLER WITHIN ONE (1) YEAR FROM THE DATE OF DELIVERY OR BREACH. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

20. GOVERNING LAW: The transaction contemplated hereby, and the interpretation and enforcement of this Agreement shall be governed by the internal laws of the State of Texas and the execution and delivery of this Agreement shall be deemed to be the transaction of business within Texas for the purposes of conferring jurisdiction upon courts located within such State. The parties hereto consent and agree that the District Court of Dallas County, Texas, or, at Seller's option, the United States District Court for the Northern District of Texas, Dallas Division, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes between Seller and Buyer pertaining to this Agreement or to any matter arising out of or relating to this Agreement. Buyer hereby irrevocably waives any objection that Buyer may now or hereafter have to the laying of venue in such courts, including without limitation any claim based upon improper venue or forum non conveniens. Nothing in this Agreement shall be deemed or operate to preclude the enforcement by Seller of any judgment or order obtained in such forum or the taking of any action under this agreement to enforce same in any other appropriate forum or jurisdiction.

21. ARBITRATION: Any controversy or claim between or among the parties hereto including but not limited to those arising out of or relating to this Agreement or any related agreements, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if applicable, applicable State law), the rules of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc. ("J.A.M.S."), and the "Special Rules" set forth below in the event of any inconsistency, the Special Rules shall control. Judgement upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.

A. Special Rules: The arbitration shall be conducted in the City of Dallas, Texas and administered by J.A.M.S. who will appoint an arbitrator, if J.A.M.S. is unable or legally precluded from administering the arbitration, then the American Arbitration Association will serve. All arbitration hearings will be commenced within 90 days of the demand for arbitration; further, the arbitrator shall, only upon a showing of cause, be permitted to extend the commencement of such hearing for up to an additional 60 days.

B. Reservation of Rights: Nothing in this Agreement shall be deemed to limit the applicability of any otherwise applicable statutes of limitation or repose and any waivers contained in this Agreement, or limit the right of the Seller (a) to exercise self help remedies or (b) to foreclose against any real or personal property collateral, or (a) to obtain from a court provisional or ancillary remedies such as (but not limited to) injunctive relief, writ of possession or the appointment of a receiver. Seller may exercise such self help rights, foreclose upon such property, or obtain such provisional or ancillary remedies before, during or after the pendency or any arbitration proceeding brought pursuant to this Agreement. Neither the exercise of self help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies shall constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

22. TEXAS DTPA: BUYER HEREBY WAIVES ANY RIGHTS THAT BUYER MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT AS SET OUT IN THE TEXAS BUSINESS & COMMERCE CODE SECTION 17.41 et seq. OR ANY SUCCESSOR STATUTE, TO THE FULLEST EXTENT THE BUYER MAY LAWFULLY SO DO.

23. WAIVER: Failure of the Seller to enforce any of these terms or conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair the Seller's rights, if such default continues or if any subsequent default of the Buyer occurs, and such failure on the part of Seller shall not constitute a waiver of other or future defaults of the Buyer.



Megger Warranty Information

Megger, Inc. warrants to the original purchaser that the product is free from defects in material and workmanship for a period of twelve (12) months from the date of shipment. This warranty is limited and shall not apply to equipment which has damage or cause of defect, due to accident, negligence, unauthorized modifications, improper operation, faulty installation by the purchaser, or improper service or repair by any person, company, or corporation not authorized by Megger, Inc.

Megger, Inc. will, at its own option, either repair or replace those parts and / or materials that it deems to be defective. Any costs incurred by the purchaser for the repair or replacement of such parts and / or materials shall be the responsibility of the original purchaser.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ON THE PART OF MEGGER, INC., AND IN NO EVENT SHALL MEGGER, INC. BE LIABLE FOR THE CONSEQUENTIAL DAMAGES DUE TO THE BREACH THEREOF.

Megger Extended Product Warranty Program

Megger also offers the same coverage as described above for periods longer than one year, at a nominal additional charge. This charge is 5% of the list price of the product for each year of coverage requested.

NOTE: An extended product warranty must be purchased at the same time as the purchase of the new unit.

The cost of the warranty is based on the list price only.

Other details concerning this program are as follows:

1. The extended product warranty program applies to all newly purchased Megger manufactured products or Megger factored products (excluding high voltage systems).
2. It does not cover any individual software products.
3. It does not cover hardware/firmware updates which might be added to a product during the initial or extended warranty period.

Megger, Inc markets their products under a variety of brand names. The particular brand name will determine where a product is returned for warranty repair / replacement as follows:

Brand Names

Location

Biddle, Megger, Metrosonics, HDW, Seba

Attn: Service & Repair Department
2621 Van Buren Avenue
Norristown, PA 19403
Phone: 610-676-8500
Toll Free: 1-800-641-2349, option 2

Multi-Amp, Programma

Attn: Service & Repair
4271 Bronze Way
Dallas, TX 75237
Phone: 214-333-3201
Toll Free: 1-800-641-2349, option 1

Prior to returning any product to Megger, Inc., first call the appropriate telephone number to request a Return Authorization Number.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH MEGGER TO PURCHASE A DELTA SERIES TRANSFORMER TEST SYSTEM AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Megger to purchase a Delta Series transformer test system in the amount of \$49,850.00 as set forth in the proposal attached hereto as Exhibit "A".

Section 2: Because this system is compatible with the current Electric Department transformer testing equipment and database, and such compatibility is required, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to enter into a contract with Osmose to provide pole testing to the City of Bentonville Electric Department for an amount not to exceed \$26,000.00.

COST TO CITY:

Cost of this Request: \$26,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: July 24, 2018

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

RE: Resolution for the Mayor and City Council to enter into an agreement with Osmose

The Electric Department recommends entering into a contract with Osmose to provide power pole testing and engineering services to the City of Bentonville, for an amount not to exceed \$26,000.

Osmose will test approximately 700 of the City's poles for structural integrity. If they do find a problem (such as internal voids or decay), Osmose will perform repairs that will add approximately 10 yrs to the life of the poles. The testing will also identify poles that require immediate attention from the Electric Department due to the amount of internal or external decaying that endangers the integrity of the system.

Osmose has been treating power poles for BEUD since 2012. This is a 2018 budgeted item.



January 26, 2018

ACCEPTANCE COPY

Mr. Travis Matlock
Engineering Director
CITY OF BENTONVILLE ELECTRIC UTILITIES
608 Southeast Third Street
Bentonville, AR 72712-6087

RE: POLE INSPECTION, TREATMENT AND RESTORATION PRICING PROPOSAL – 2018

Dear Mr. Matlock:

At the request of our Director-Business Development, Mr. Dave LaPlante, we are submitting the attached unit prices (Schedules 1 and 2) for your approval and acceptance. This pertains to the inspection, treatment and restoration of distribution poles in 2018. Please note the inspection and treatment services will not exceed \$26,000.

If the attached pricing is acceptable, Osmose will perform the work in accordance with the terms and conditions under our General Services Agreement dated January 9, 2012.

Due to recent revisions in our specifications, please note that Osmose will perform the work in accordance with the attached updated Exhibit A. Exhibit A is an integral part of this proposal that outlines the technical specifications we are proposing. Any contract or agreement that results from this proposal shall include Exhibit A, whether or not it is specifically referenced in the contract and should be referenced in any Purchase Order issued for work specified under this contract. This new specification will replace all other specifications previously submitted.

An insurance certificate covering Osmose for this work is attached for your convenience.

If you need further assistance or have any questions concerning this proposal, please do not hesitate to contact Dave at 573-590-0137.

We look forward to working with you on this important project. If these prices are acceptable, please sign, date, and return an acceptance copy so we can schedule crews to begin this project.

Sincerely,



John W. DuVal
Director-Contracts

Accepted By:

Attachment

JWD/mh

C: File
1024710-11

_____ Date _____

Name: _____

Title: _____

CITY OF BENTONVILLE ELECTRIC UTILITIES

Osmose Utilities Services, Inc.
635 Highway 74 South • Peachtree City, GA 30269
Phone: 770-632-6700 • Fax: 678-364-0844

Osmose Utilities Services, Inc.

SCHEDULE 1
POLE INSPECTION AND TREATMENT
01/26/2018

UNIT DESCRIPTION	PRICE
EXTERNAL TREAT	\$ 51.49
EXCAVATED REJECT	\$ 47.89
REJECT WITH EXTERNAL TREAT	\$ 51.49
VISUAL	\$ 9.50
SOUND AND BORE	\$ 11.97
INTERNAL TREAT	\$ 23.96
MITC-FUME® PER TUBE	\$ 9.73
INSTALL POLE STENCIL	\$ 0.31
ONLINE DELIVERY	\$ N/C
INSTALL GUY MARKER-CUSTOMER	\$ 9.58
* GROUNDWIRE REPAIR	\$ 22.44
EXCAVATE CABLE	\$ 10.19

* Please note, the groundwire repair item listed on the price schedule will be made from the groundline to a distance as high as Osmose can reasonably reach from the ground.

Osmose Utilities Services, Inc.

SCHEDULE 2
POLE RESTORATION
01/26/2018

UNIT DESCRIPTION	PRICE
INSTALL C2-3610	\$ 627.22
INSTALL C2-4910	\$ 672.01
INSTALL C2-5610	\$ 779.43
INSTALL C2-7110	\$ 782.34
INSTALL 1080 X 11	\$ 945.71
INSTALL 1180 X 11	\$ 1,008.59
INSTALL 1280 X 11	\$ 1,070.71
INSTALL 1380 X 11	\$ 1,174.76
INSTALL 1480 X 13	\$ 1,226.18
INSTALL 1580 X 13	\$ 1,341.96
INSTALL 1680 X 13	\$ 1,371.34
MITC-FUME PER TUBE	\$ 11.06
VISUAL	\$ 68.33
REMOVE POLE STEPS	\$ 2.72
URD LOCATE	\$ 25.99
REMOVE AND REPLACE CONCRETE	\$ 122.93
COVER CAPS	\$ 24.60
PAINT TRUSS	\$ 24.45
FENCE	\$ 35.41
PRIVATE PROPERTY	\$ 93.96
EXCAVATE UG CABLE	\$ 28.83

Osmose Utilities Services, Inc. EXHIBIT A IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND REMEDIAL TREATMENT SPECIFICATIONS

TABLE OF CONTENTS:

1.0 General	6.0 Restoration of Work Site
1.1 Scope	6.1 Back-Filling
1.2 Contract Definitions	6.2 Clean-Up
1.3 CONTRACTOR Requirements	7.0 Pole Marking (Tagging)
1.4 Personnel Qualifications	8.0 Data Collection and Deliverable
1.5 Workmanship and Damages	8.1 Data Requirements
1.6 Quality Control	8.2 Data Specifications
1.7 Definitions for Inspection and Treatment	8.3 Data Delivery
1.8 Copper Naphthenate and Cellon Treated Poles	8.4 Data Archiving
2.0 General Precautions and Requirements for Preservative Applications	9.0 CONTRACTOR Information
2.1 General Restrictions and Requirements	9.1 CONTRACTOR's Policies
2.2 Pesticide Licensing and Reporting Requirements	9.2 Work Schedule
2.3 Material Handling	10.0 Invoicing
2.4 Proper Equipment	TABLE 1 MINIMUM GROUNDLINE EFFECTIVE CIRCUMFERENCE
2.5 Pesticide Training	DRAWING 1 STANDARD AND SHELL BORING
3.0 Inspection	
3.1 Preparation	
3.2 Above-Ground Inspection	
3.3 Excavation	
3.4 Sounding	
3.5 Boring	
3.6 Chipping	
4.0 Evaluation	
4.1 Determining Remaining Groundline Strength or Minimum Groundline Circumference	
4.2 Previously Restored Poles	
4.3 Determining Reinforceable Candidates	
5.0 Treatment	
5.1 General	
5.2 External Groundline Treatment	
5.3 Fumigant Treatment	
5.4 Internal Treatment	

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

1.0 General:

1.1 Scope: This specification is intended as a basis for the inspection and supplemental treatment of wood poles. Poles less than 10 years old will only be visually inspected and reported if the visual inspection warrants no further action. All other poles are to be inspected both above and below the groundline area.

1.2 Contract Definitions:

1. OWNER: City of Bentonville
2. CONTRACTOR: Osmose Utilities Services, Inc.

1.3 CONTRACTOR Requirements: CONTRACTOR shall furnish all supervision, labor, tools, equipment, report forms, field adaptable handheld data collection devices, transportation, and material necessary for the inspection and treatment of OWNER's poles as identified. OWNER will furnish copies of this specification and necessary maps showing locations of poles which are the subjects for inspection and/or treatment. OWNER shall provide CONTRACTOR the legal right to access the work site.

CONTRACTOR is required to have a minimum of 10 years in the in-service pole inspection and treatment business. CONTRACTOR must have documented programs/policies conforming to the Environmental Protection Agency ("EPA"), the Occupational Safety and Health Administration ("OSHA"), the Department of Transportation ("DOT"), along with all federal and state pesticide regulations. These policies must include a safety manual, pesticide training manual and test, standards for safe storage of preservatives on vehicles, operating policies for CONTRACTOR's personnel to handle preservatives and procedures for disposing of empty containers used for pole treatment in compliance with label requirements, and OSHA regulations involving Personal Protective Equipment ("PPE").

CONTRACTOR shall maintain throughout the term of the applicable agreement, in full force and effect, in amounts reasonably satisfactory to OWNER and otherwise in compliance with applicable law, the following insurance coverages: Workers' Compensation, Commercial General Liability (including Public Liability, Personal Injury, Property Damage, and Contractual Liability) and Automobile Liability. Prior to the commencement of the work, CONTRACTOR shall furnish OWNER with a certificate evidencing said coverages.

1.4 Personnel Qualifications:

1.4.1 Foremen Qualifications: Each Foreman shall have:

- A minimum of eight weeks formal training in the art of inspecting and treating poles and/or
- A minimum of six months experience as a pole inspector
- Passed a written or demonstration test to the satisfaction of CONTRACTOR
- Passed a CONTRACTOR-approved pesticide training program,

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

qualifying the Foreman having the expertise and training to handle wood preservatives

- Met the applicable state requirements for a commercial applicator

OWNER reserves the right to ask for evidence of previous experience and training in the form of letters of reference and test results. Personnel are subject to approval by OWNER.

1.4.2 Supervisor Qualifications: The Supervisor shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Supervisor in the state in which the work is to be performed
- Have sufficient experience in the art of inspecting and treating poles

1.4.3 Manager Qualifications: The Manager shall:

- Have a valid state pesticide applicator's license in the appropriate category for treatment of wood poles
- Hold the position of CONTRACTOR's Manager in the state in which the work is to be performed
- Have sufficient experience in the art of inspecting and treating poles

1.5 Workmanship and Damages: All work shall be performed in a workmanlike manner and shall be in accordance with this specification and all applicable federal and state regulations. OWNER considers work not in accordance with this specification or work not in accordance with state and federal regulations, or unskilled or careless work, to be sufficient reason to order CONTRACTOR to stop work. Work will not be allowed to resume until deficiencies are corrected to the reasonable satisfaction of OWNER. Further, OWNER reserves the right to require CONTRACTOR to replace any worker before work is allowed to continue. If not satisfied, OWNER will consider this to be just cause for termination of the contract.

Any damages, real or personal, off the right-of-way arising solely from the negligent performance of the work specified herein, or any damages on the right-of-way arising solely as a result of negligent operations, shall be settled promptly by CONTRACTOR.

OWNER recognizes that linemen must inspect all poles to their satisfaction prior to climbing, whether or not such poles have been inspected by a third party contractor. An inspection and/or treatment tag on a pole is not a guarantee the pole is safe to climb. OWNER should inform linemen that the inspection tag only means the pole was inspected in the stated year in accordance with the contract specifications. An inspection tag is neither an expressed nor implied warranty that the pole meets the National Electric Safety

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

Code ("NESC"), the General Order No. 95 ("GO 95"), nor any other applicable standard. Linemen must also practice all other safety procedures when climbing poles and changing out or adding equipment or lines or cutting lines, all of which may create an unbalanced load. An unbalanced load may cause sound poles to fail.

1.6 Quality Control:

1.6.1 Quality Control Inspection: A Quality Control ("QC") inspection shall be performed for each Foreman's work at least once every four weeks on work completed since the previous QC inspection. The QC inspection will be conducted with CONTRACTOR's Supervisor or Manager, and at OWNER's option, with OWNER's representative when available. The QC inspection shall consist of the partial to complete re-inspection of those poles selected by the CONTRACTOR's Supervisor or Manager, or by the OWNER's representative, to compare the results shown in the pole inspection records with those existing in the field. The re-inspection shall include, but not be limited to, the re-excavation, re-treatment, and re-wrapping of those poles that were inspected below groundline. CONTRACTOR's cost of said re-treatments shall be borne by CONTRACTOR. At least three poles will be selected for each QC inspection. OWNER shall be issued a copy of the QC results within a reasonable amount of time upon request to CONTRACTOR.

1.6.2 Discrepancies and Corrective Action: Any serious errors will be brought to the attention of CONTRACTOR. Corrective action, reasonably satisfactory to OWNER, must be taken by CONTRACTOR to remedy the situation before the next QC check. The corrective action may include, but not be limited to, re-working each pole back to the previous QC check point at no cost to OWNER.

1.7 Definitions for Inspection and Treatment: Pole inspection and treatment categories are defined as follows:

1.7.1 Reported Pole (Visual Inspection): A reported pole is a pole less than 10 years old about which OWNER desires information, including poles the CONTRACTOR identifies as not present in the field, or any pole that is judged to be unserviceable prior to excavation (as specified in Section 3.2), or any pole which is determined by CONTRACTOR, in CONTRACTOR's reasonable opinion, to be inaccessible. Poles less than 10 years old may be subjected to further evaluation at CONTRACTOR's discretion. Copper naphthenate and Cellon treated poles shall be fully excavated according to Section 3.3 regardless of age.

This inspection method provides no indication of groundline wood strength except for the possible notation of pole class. If used alone, this inspection provides little information to help OWNER improve its pole plant. Poles with obvious above ground defects (as specified in Section 3.2) will be rejected. This inspection method will miss most priority and reject poles.

1.7.2 Sounding and Boring: Poles shall be sounded with a hammer from either groundline or above groundline as applicable, to as high as an inspector can reach in order to locate exterior decay or interior pockets of decay. Inspector shall

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

bore pole at least once to detect interior decay (a shell thickness indicator shall be used to detect the existence and extent of interior decay). If decay is present, the pole shall be bored a sufficient number of times to determine the location and extent of decay discernable with this method. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

This inspection method can miss poles without sufficient strength to meet NESC, GO 95, or other mandated overload capacity requirements, and there is the possibility of missing those poles with insufficient strength to support the current loading. This is particularly true when the decayed area is below ground level or if the inspector's tools do not contact hidden, damaged areas. Used in conjunction with visual inspection, historical data shows approximately 50% to 60% of reject and priority poles will be found.

- 1.7.3 Fully Excavated Pole:** Any pole passing the above ground visual inspection (other than poles defined in Section 1.7.1) which has been excavated around the entire circumference as specified in Section 3.3.

This inspection procedure constitutes the most thorough method known in the industry. Nevertheless obstructions such as rock, adjacent buildings, sidewalks, keys, roots, risers, deep decay, underground cables, and other obstacles prevent "full" excavation and/or treatment with respect to depth, circumference, or both. Typically, once the excavation is made to improve inspection accuracy, the procedure also includes treatments. Used in conjunction with visual inspection, historical data shows approximately 98% of reject and priority poles will be found.

- 1.7.3.1 Externally Treated Pole:** A groundline treated pole is any fully excavated pole designated by OWNER which, upon inspection, is found to be a candidate for external preservative treatment. Treatment is specified in Section 5.2.
- 1.7.3.2 Fully Excavated Rejected Pole:** A fully excavated rejected pole is any fully excavated pole that meets the criteria specified in Sections 3.2 and/or 4.2.
- 1.7.3.3 Externally Treated Reject Pole:** An externally treated reject pole is a fully excavated rejected pole that, after inspection, meets criteria for pole restoration. A pole found to be restorable will be groundline treated provided enough sound wood remains. The inspector will make a notation in the data as to whether a pole can or cannot be restored.
- 1.7.4 Rejected Pole:** A rejected pole is any pole that meets the criteria specified in Sections 3.2 and/or 4.1.
- 1.7.5 Priority Pole:** A priority pole is any pole that is in need of immediate attention (restoration or replacement); usually has less than one-half of its original circumference and/or 13% or less remaining original strength (**if OWNER opts to specify alternative criteria, it must be specified in writing to**

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

CONTRACTOR). The location of priority poles will be reported to OWNER's representative as specified by OWNER in writing.

- 1.7.6 Percent Remaining Strength or Remaining Section Modulus:** Percent remaining strength is the estimated percentage of bending strength remaining in a pole compared to its original strength when reductions are made for decay or mechanical defects noted by the Foreman. OWNER acknowledges that the percent of remaining strength is an estimate based on the information outlined herein and generally are not accurate for poles that are not excavated.
- 1.7.7 Internal Treatment:** CONTRACTOR's EPA-registered insecticide and preservative (as specified in Section 5.4) solution is applied internally as a liquid under 40 PSI minimum pressure, or as a foam at reduced pressure, through a set of multiple borings to any insect cavities/voids and/or internal decay voids that constitute a size of 1/2" or larger.
- 1.7.8 Fumigant Treatment:** CONTRACTOR's EPA-registered fumigant treatment. CONTRACTOR shall apply a fumigant treatment(s) to OWNER's poles as specified in Section 5.3.
- 1.7.9 Through-Bored Poles:** Poles with a series of small diameter holes drilled through the groundline area of the pole during the manufacturing process to enhance the original treatment.
- 1.8 Copper Naphthenate and Cellon Treated Poles:** Due to inconsistencies with the original treatment process, poles manufactured with copper naphthenate or Cellon (pentachlorophenol in lp gas) treatment can be prone to inconsistent decay patterns and there is a probability of decay being present at heights far above groundline. Due to these inconsistent decay patterns, an accurate assessment of copper naphthenate and Cellon treated poles cannot be performed using traditional inspection procedures of sound and bore and/or full excavate at groundline. OWNER should assume that any inspection information provided by CONTRACTOR is incomplete and does not represent an accurate opinion on the serviceability of the pole. CONTRACTOR does not warrant or offer any type of indemnification on any inspections performed on copper naphthenate or Cellon treated poles.

Furthermore, it is recommended that OWNER inspect copper naphthenate and Cellon treated poles above the groundline to the tip or the maximum height allowed. CONTRACTOR does not perform this service.

2.0 General Precautions and Requirements for Preservative Applications:

- 2.1 General Restrictions and Requirements:** All preservatives shall be handled and applied in accordance with the product label, and in a manner to prevent damage to vegetation and property. Only preservatives registered by the EPA and the appropriate State Department of Agriculture for the intended use of remedial pole treatments will be considered for approval by OWNER. Preservatives not labeled for use as remedial pole treatments shall not be used.

No preservatives shall be applied by CONTRACTOR where a pole is readily identifiable

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

as: (i) located on any school property (Day care(s) and Grades K-12); (ii) in a vegetable garden; (iii) in organic farm fields; (iv) within 10' of a stream or standing water body; or (v) within 50' of a private well. OWNER acknowledges that all vegetable gardens, organic farm fields and wells may not be identifiable by CONTRACTOR

Any container in which a preservative is stored shall be stored in a securely locked container, tool box, or bolted to vehicles on the right-of-way and kept locked when left unattended. Empty preservative containers shall be removed from the right-of-way and kept in a locked compartment until disposal. Disposal of preservatives and their containers shall be in accordance with the product label as well as the rules and regulations of all appropriate federal and state agencies.

- 2.2 Pesticide Licensing and Reporting Requirements:** CONTRACTOR shall be a certified commercial pesticide applicator for the preservative applications specified in this specification, and each crew shall be supervised by a full-time Supervisor who is licensed and certified by the state where the work is to be performed. CONTRACTOR shall be responsible for the accurate recording and submittal of all pesticide usage forms required at the time of application by the various pesticide regulatory agencies and for meeting all applicable federal and state rules and regulations.

CONTRACTOR is required to have in its possession copies of the preservative labels and Safety Data Sheets ("SDS") for all pesticides being used. Upon request, the SDS and labels will be shown to anyone desiring this information. Properly completed shipping papers will also be carried on each vehicle which is transporting pesticides.

- 2.3 Material Handling:** Accidental releases of preservative shall be immediately cleaned-up in a manner consistent with label requirements and federal and state regulations.

CONTRACTOR shall provide each crew with a recovery kit containing sufficient materials for cleaning-up and neutralizing accidental releases of both paste and liquid preservatives. The recovery kit shall consist of, but not be limited to, the following materials: absorption material (such as sawdust or oil dry), baking soda or laundry detergent, ammonia (undiluted), and trash bags for storage of waste.

- 2.4 Proper Equipment:** CONTRACTOR shall provide each crew with all required PPE as specified by the label, such as goggles, sleeves, non-permeable gloves, and aprons. In addition, hard hats and a change of clothing will be provided. All field employees are required to wear work boots and hard hats.

CONTRACTOR shall provide a truck that has covers and locks adequate to satisfy applicable federal and state DOT regulations in which to store and transport the preservatives.

- 2.5 Pesticide Training:** Each pole inspector and/or Foreman shall be required to pass a pesticide training program which addresses the biology of wood destroying insects and fungi, the proper and safe handling, storage, disposal, and transport of pesticides, product labels, SDS, and emergency procedures for accidental releases. CONTRACTOR's pesticide training program is to be in addition to state requirements for applicator licensing.

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

- 2.5.1 Hazard Communication and Safety Program:** CONTRACTOR shall provide to its employees with a hazard communication program which addresses the purpose of using pesticides, SDS and product labels, protective safety equipment, and clothing and product information. A safety manual and program will be utilized by CONTRACTOR and its employees.

3.0 Inspection:

- 3.1 Preparation:** When work is to be done in close proximity to a home, if possible, the property owner should be notified that a pole inspection is being performed by OWNER. Light brush will be removed from around the pole to allow for proper excavation, inspection, and/or treatment unless permission for removal is denied by property owner (excessive brush removal may require an additional charge). Property owner's denial will be indicated in the remarks column on the pole report. If permission for excavation is denied, the pole will be sounded and bored and fumigant treated, providing the pole is serviceable. CONTRACTOR will not inspect or perform work on poles inaccessible by Acts of God or by any causes beyond the control of CONTRACTOR. Reason for the lack of inspection will be noted in the remarks column of the pole report.

3.2 Above-Ground Inspection:

- 3.2.1 Wood Poles:** A visual inspection of all wood poles shall be made from groundline to the top of the pole. The following defects visible from the ground with a naked eye will be noted: woodpecker holes, split tops, decayed tops, broken insulators, rotten/broken crossarms, broken ground wires, and slack/broken guy wires. If the pole is obviously not suited for continued service due to readily identifiable serious defects, it shall either: (i) not be tested further and simply be reported and marked on the inspection form as a reported reject; or (ii) the pole may be sounded and bored to determine whether or not it is a priority pole and be reported on the inspection form as a sound and bore reject.
- 3.2.2 Concrete Poles:** A visual inspection only, shall be made from groundline to the top of the pole of all concrete poles. The following defects visible from the ground with a naked eye will be noted: Cracks, rust, spalling, exposed metal such as spiral wire or rebar, broken or burned ground wires, broken insulators, rotten/broken crossarms, and slack/broken guy wires.
- 3.2.3 Composite or Fiberglass Poles:** A visual inspection only, shall be made from groundline to the top of the pole of all composite or fiberglass poles. The following defects visible from the ground with a naked eye will be noted: Cracks, broken or otherwise damaged areas, burned sections, deterioration of the poles protective coating including separation of layers or fibers protruding through the protective coating, broken insulators, rotten/broken crossarms, and slack/broken guy wires.
- 3.2.4 Metal Poles / Laced Towers:** A visual inspection only, shall be made from groundline to the top of the pole/structure of all metal poles and laced towers. The following defects visible from the ground with a naked eye will be noted: Cracks, rust that is either completely through or nearly completely through metal, loose or missing bolts, bent or missing members, cracks in concrete foundation, broken insulators, broken ground wires and slack/broken guy wires.

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

- 3.3 **Excavation:** All poles that pass the above ground visual inspection (other than poles defined in Section 1.7.1) shall be excavated around the entire circumference to a depth of 18" below groundline (exceptions include poles in pavement, poles with underground power risers, poles in vegetable gardens, poles in organic farm fields, or poles that are otherwise inaccessible; if accessible, these poles will be sound and bore inspected. Poles in vegetable gardens and poles in organic farm fields may be excavated at OWNERS option, however these poles shall not be treated with remedial treatments). Poles which cannot be excavated to the proper depth around the entire circumference for legitimate reasons, such as large rocks, large roots, or other obstructions, will have the obstruction and the extent of excavation noted in either the remarks or notes section. The excavation will be approximately 10" from the pole at ground level and 4" from the pole at the 18" depth. For excavation in lawns, sod grass areas, or flower gardens, care will be taken to keep surrounding area as clean as possible. The sod around pole shall be carefully cut and neatly stacked. Poles installed on slopes shall be excavated to a minimum depth of 18" on the down slope side and 18" on the high side. Tarpaulins or ground cloths shall be used whenever possible to minimize the possibility of any property damage and to aide in the tracking of excavated holes (exceptions should be rare, and would include situations where the slope is too steep or the ground surface too uneven to allow for effective use).
- 3.4 **Sounding:** Poles shall be sounded from as high as the inspector can reach to the exposed groundline area in order to locate interior pockets of decay. Hammer marks should be visible to indicate that the area was sounded.
- 3.5 **Boring:** Inspector shall bore the pole with a 3/8" bit. Bore hole(s) shall be located at groundline and should be drilled at a 45° angle to a depth of the center line of the pole. A shell thickness indicator shall be used to detect the existence and estimated extent of any interior decay.

If enclosed decay pockets are evident in a pole, a minimum of four borings will be taken to determine the size and extent of decay. Bored holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

Shell Borings are made at an angle of approximately 60°. The hole is bored in a manner so the boring stays within the outer 2-3" of shell. Therefore, the hole is intentionally bored off-center from the pole. Shell borings will be made at the discretion of the inspector based on field/pole conditions and pole species. Refer to DRAWING 1 for a visual example of shell boring. Non-excavated poles will receive 1 shell boring in addition to the 45° boring. Excavated poles not excavated around the entire circumference, shall receive 1 shell boring in the non-excavated area.

- 3.6 **Chipping:** All poles that will be externally treated will have all loose and decayed wood removed from 18" below groundline to 6" above groundline. A quality chipping tool will be used for this procedure to obtain a smooth, clean removal of wood. External decay pockets will be shaved or chipped to remove decayed wood from the pole. Removed wood shall be removed from the hole and surrounding ground and disposed of properly. Care should be taken not to remove good wood as this will reduce the strength of the pole. The pole will be scraped using a check scraper or wire brush to remove dirt from treatment zone.

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

4.0 Evaluation:

- 4.1 Determining Remaining Groundline Strength or Minimum Groundline Effective Circumference:** Measurements of the following decay and damage conditions shall be collected and input into a strength calculating program which will calculate the remaining strength of the pole: shell rot, exposed pockets, enclosed pockets, and mechanical damage.

Decay measurements are entered with consideration for the orientation to the line of lead and the program models the resulting cross section. Multiple types of damage are combined within the calculations and the center of gravity of the pole cross section is adjusted accordingly.

The output is shown as the estimated Percent Remaining Strength. The traditional Groundline Effective Circumference will be reported as well. This is the circumference of a smaller, sound pole that approximates the bending capacity equivalent to the decayed pole's remaining strength. The strength calculating program will only display percentages of remaining strength for excavated poles and poles that are sound and bore inspected. An estimated Groundline Effective Circumference is the only reported value for poles which are not excavated or sound and bore inspected.

A "Reject Pole" is:

- Any excavated or sound and bored pole with a remaining strength of less than 67%
- Poles that are not excavated or sound and bore inspected will be rejected based on the reject criteria in Table 1 or other criteria approved in writing by OWNER. Groundline Effective Circumferences for non-excavated poles are estimates of true pole condition based on the limitations of the inspection method.

A "Priority Pole" is:

- A pole with an effective circumference of less than 50% of its original circumference and/or 13% or less remaining original strength and shall be reported to OWNER's representative as specified by OWNER in writing (**if OWNER opts to specify alternative criteria, it must be specified in writing to CONTRACTOR as specified in Section 1.7.5**)

- 4.2 Previously Restored Poles:** Poles previously restored with Osmo-C-Truss(es) or Osmo-C2-Truss(es) shall be evaluated just above the second lowest band and at the top of the truss as outlined in Section 4.3.

- Poles that do not meet the minimum shell requirements will be classified as rejects.
- Poles that meet the minimum shell requirements will be classified as serviceable poles and internally treated above ground according to Section 5.4

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

- Loose, missing or severely corroded bands and seals will be noted.
- Bands and seals showing signs of minor rust or corrosion will be repainted with a cold zinc galvanizing compound.

4.3 Determining Reinforceable Candidates: When the initial inspection results in the rejection of a pole, the pole shall be marked for replacement or reinforcement. The following inspections shall be performed to determine if the pole is reinforceable.

4.3.1 Inspection Point 1: Groundline Pole Condition

- Poles exhibiting **shell rot** at or below groundline shall have a minimum remaining sound wood circumference of 33% or greater than the original groundline circumference and/or 4% remaining strength.
- Hollow poles and poles with internal decay shall maintain one-half inch (1/2") of average sound shell at or below groundline for single or double truss applications.

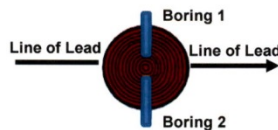
Note: All shell thickness requirements listed in Sections 4.3.2 and 4.3.3 are for poles up to and including 65' in length. For poles 70' and longer, all shell requirements shall be increased by 1" (3" at the lower band position for a single truss, or 2" for a double truss, and 5" at the top of the truss):

4.3.2 Inspection Point 2: Lower Band Pole Condition

- A **single truss** application requires two inches (2") or greater of average sound shell at fifteen inches (15") from groundline.
- A **double truss** application may have less than two inches (2") but requires greater than or equal to one inch (1") of average sound shell at fifteen inches (15") from groundline.

Procedure to determine lower band average sound shell:

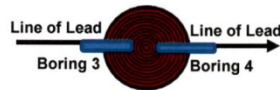
- A. Drill two (2) 3/8" diameter holes at fifteen inches (15") above groundline perpendicular to the line of lead. Refer to Figure 3 for line of lead orientations for common line construction types.



- B. If the average sound shell from these 2 borings is two inches (2") or greater, proceed to **Inspection Point 3** below.

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

- C. If the average sound shell is less than two inches (2"), bore 2 additional holes in the line of lead. If the average of all 4 borings is two inches (2") or greater, proceed to **Inspection Point 3**.



- D. If the average is still less than two inches (2") but greater than one inch (1"), the pole can be reinforced with double trusses, which combined, provide the desired strength. Proceed to **Inspection Point 3** below to determine double truss required height above groundline.
- E. If the average sound shell is less than one inch (1"), the pole may be deemed non-restorable or consult with Osmose engineering for alternative restoration methods.

4.3.3 Inspection Point 3: Top of Truss Pole Condition

- A **standard truss** requires an average sound shell of four inches (4") or greater at the installed height of the standard truss required, typically five feet (5').
- A **tall truss** requires four inches (4") or greater of average sound shell anywhere from six to eight feet (6'-8') above groundline.

Procedure to determine top of truss average sound shell:

- A. Drill two (2) 3/8" diameter holes at five feet (5') above groundline perpendicular to the line of lead.
- B. If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with the appropriate truss or trusses as shown in Figure 4 or 5.
- C. If the average sound shell is less than four inches (4"), Drill two (2) 3/8" diameter holes at six or eight feet (6' or 8') above groundline perpendicular to the line of lead in order to find four inches (4") or greater of average sound shell
- D. If the average sound shell from these two (2) borings is four inches (4") or greater, reinforce the pole with a truss with an installed height above groundline at least as tall as where 4" or greater of average sound shell is found.

Note: In the instance where a pole would require double trussing due to average sound shell thickness at 15", but obstructions on the pole or a customer request would limit a restoration to only 1 truss, the pole can be checked for 2" of average

Osmose Utilities Services, Inc. EXHIBIT A **IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND** **REMEDIAL TREATMENT SPECIFICATIONS**

sound shell at 26" and a single tall truss can be installed with lower banding installed at 26".

- 4.3.4** All inspection holes shall be plugged with tight-fitting treated wood dowels or plastic plugs.

5.0 Treatment:

- 5.1 General:** All fully excavated poles (as defined in Section 3.3) which are serviceable shall be treated as specified in Section 5.2. All non-excavated poles (except as defined in Section 1.7.1) and certain excavated poles shall be treated with a fumigant treatment as specified in Section 5.3 (note reinforceable candidates cannot be treated with a fumigant treatment until after the pole has been reinforced). If internal decay is indicated, an appropriate solution shall be selected and applied (as specified in Section 5.4).

- 5.2 External Groundline Treatment:** All poles which are fully excavated and serviceable are to be groundline treated with a preservative paste which shall be applied to the pole (a minimum of 1/16" thick) from 18" below groundline to 3" above groundline. Reinforceable candidates will be externally treated. The preservative paste shall be composed of the following ingredients:

MP500-EXT®	
Ingredients	Amount
Copper Carbonate (Metallic Copper Equivalent is 1%)	1.73%
Sodium Tetraborate Decahydrate	43.7%
Inert Ingredients	54.57%
Total	100.00%

Alternative materials will require prior approval from OWNER. Alternative materials will be applied at the maximum rate according to the product label. Long-term retention studies should be made available to assure results.

CONTRACTOR shall treat all exposed pockets and checks using a brush or trowel. Where obstructions occur (such as fences, curbs, and walls) the preservative shall be applied up to obstruction to insure complete coverage.

- 5.2.1 Wrapping of External Treatment:** A polyethylene-backed kraft paper moisture barrier such as "OsmoShield™" is to be applied over the wood preservative. The moisture barrier shall cover preservative to a depth of 18" and extend 1" above the top of treatment zone, for a total of 22". It shall be of sufficient length to go around the pole with an overlap of approximately 4" and shall be stapled to the pole at the top and side seams of the barrier.

Pasture wrap shall also be used in areas of livestock; it will be stapled around the top edge of the moisture barrier to act as an additional protective barrier.

- 5.3 Fumigant Treatment:** All serviceable poles (except as specified in Section 1.7.1 and Through-Bored Poles) will receive a fumigant treatment(s) based on the following criteria: all poles which cannot be excavated (i.e. poles in concrete, poles with risers, poles with

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

phone drops, etc.), all poles which cannot be 75% excavated due to obstructions (i.e. curbs, pole keys, large roots, fences, etc.), and all poles where internal decay is present or suspected and/or poles where voids of less than ½" are present. CONTRACTOR shall apply the fumigant treatment(s) to poles using the following treatment(s)/application method(s):

MITC-FUME® (Contains 97% Methylisothiocyanate)	
Pole Circumference (Inches)	Number of Holes Drilled
28 or less	Two holes spaced 120° apart and 6" to 8" higher than the previously bored hole.
29 to 35	Three holes spaced 120° apart and 6" to 8" higher than the previously bored hole.
36 to 49	Four holes spaced 90° apart and 6" to 8" higher than the previously bored hole.
50 to 59	Five holes spaced 70° apart and 6" to 8" higher than the previously bored hole.
60 to 69	Six holes spaced 60° apart and 4" to 6" higher than the previously bored hole.
70 to 79	Seven holes, the first two at groundline 180° apart, and the remaining five spaced 60° apart and 4" to 6" higher than the previously bored hole.
80 to 90	Eight holes, the first two at groundline 180° apart, and the remaining six spaced 50° apart and 4" to 6" higher than the previously bored hole.
Greater than 90	Nine holes, the first two at groundline 180° apart, and the remaining seven spaced 45° apart and 4" to 6" higher than the previously bored hole.

CONTRACTOR's inspector shall bore 7/8" slanting holes to a minimum of 12" depth, using impermeable gloves to insert one tube into each hole. Holes shall be plugged using tight-fitting treated wooden dowels or plastic plugs. For non-excavated poles, the first hole(s) are generally bored at groundline. For excavated poles, the first hole(s) may be bored below groundline.

5.4 Internal Treatment:

5.4.1 Internal Treatment: Internal treatment will be with the following solutions:

Hollow Heart® CB Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%

Poles containing decay pockets of 1/2" or larger shall be treated by pumping the preservative into the cavity through a series of 3/8" diameter holes. If wood destroying insects are encountered in the pole, the pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

and flood the galleries. The solution will be applied as a liquid at a minimum pressure of 40 PSI, or as a foam at a reduced pressure. Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs.

- 5.4.2 Internal Treatment for Wood Destroying Insects:** At OWNER'S option, poles containing signs of wood destroying insects shall be treated with the following solution:

Hollow Heart® CB Plus Dilute Solution	
Ingredients	Amount
Copper Ethanolamine Complex (Equivalent to 2% Copper Metal)	5.84%
Disodium Octaborate Tetrahydrate	5.0%
Cypermethrin (Field Mixed with the Copper Ethanolamine Complex and Disodium Octaborate Tetrahydrate)	0.25%

Poles containing signs of wood destroying insects shall be treated by pumping the preservative(s) into the cavity through a series of 3/8" diameter holes. The solution will be applied as a liquid at a minimum pressure of 40 PSI, or as a foam at a reduced pressure. Beginning with the lowest hole, the preservative will be pumped into the cavity until the material flows out of the next highest hole. This hole will then be plugged and additional preservative pumped into the cavity until the cavity is filled or a maximum of one gallon is used. Sufficient holes will be bored and preservative used to assure coverage of the decayed area. All holes will be plugged with tight-fitting treated wood dowels or plastic plugs. The pole will be sounded to locate the top of the insect gallery and enough holes drilled to thoroughly treat the wood and flood the galleries.

6.0 Restoration of Work Site:

- 6.1 Back-Filling:** After excavation and/or treatment, all poles will be solidly back-filled. The first half of the excavation will be back-filled and tamped completely around the pole by walking on the replaced excavation; the second half will be back-filled and tamped completely around the pole. The excess earth should be banked up to a maximum of 3" above normal ground level to allow for settlement. In grass areas, the sod shall be carefully placed around the pole. Rocks or stones should not be laid against the pole except where they serve to key the pole or where no other fill is available. Extreme care should be taken not to tear the moisture barrier while back-filling.
- 6.2 Clean-Up:** No debris, loose dirt, etc. is to be left in the pole area. Private property turf, including that between the curb and the sidewalk, bushes, plants, and shrubbery are to be replaced with care. If any preservative is released on the ground, it shall be immediately cleaned-up. All containers shall be disposed of in accordance with the product label.

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

- 7.0 **Pole Marking (Tagging):** The work performed shall be marked with a weather proof tag containing CONTRACTOR's name and the year of inspection in a fashion similar to the designations shown in the following drawings. The tagging scheme used by CONTRACTOR must be shown to OWNER's representative and approved before it is used.

Tags shall be supplied by CONTRACTOR and placed 5' to 6' above groundline on the road side of the pole, below the utility pole identification marker. If inspecting or treating a pole that has previously been inspected or treated, the tag will be attached directly below the existing tag(s).

The following are illustrations of the various types of "tags" used and an explanation as to when they are used. It is important that the proper tag be used on every pole that is inspected.



This round tag represents an inspection via a full 18" excavation and treatment with an approved paste. The tag shows CONTRACTOR's name and the actual year the work is performed.



This oval tag is to be used whenever a sound and bore inspection takes place. The tag shows CONTRACTOR's name and the actual year the work is performed

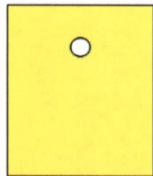


This tag is used whenever internal treatment is injected into a pole. This tag will be used in conjunction with one or more of the above tags depending on the type of inspection performed.

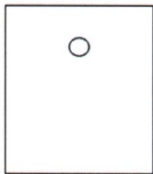
**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**



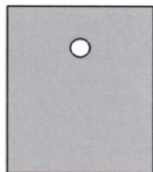
This tag is an example of a fumigant treatment tag. This tag shall be used whenever MITC-FUME® is applied to a pole. This tag will be used in conjunction with one of the above tags depending on the type of inspection performed.



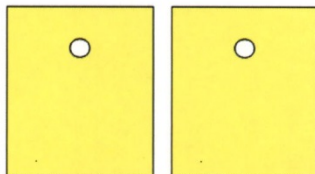
One yellow reject tag is used to denote that the pole is a reinforceable reject.



One white tag may be used to denote that the pole is a non-reinforceable reject.

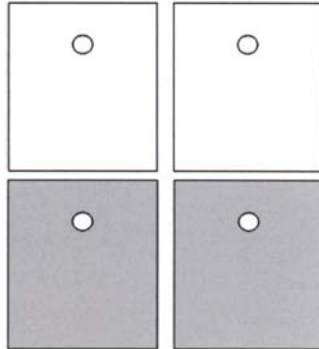


One silver tag may also be used to denote that the pole is a non-reinforceable reject.



Two yellow tags are used to denote a danger or priority pole that is reinforceable.

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**



Two white tags may be used to denote a priority pole that is non-reinforceable.

Two silver tags may also be used to denote a priority pole that is non-reinforceable.

8.0 Data Collection and Deliverable:

- 8.1 Data Requirements:** OWNER desires to conduct a comprehensive pole inspection and maintenance program. OWNER must advise CONTRACTOR in writing of the type of data OWNER wants collected by CONTRACTOR. The data will be delivered within a geospatial software environment for viewing, searching, and reporting.

OWNER desires to improve the overall quality and completeness of pole inspection data as a secondary objective of the project. The combination of a data viewing tool together with improved data quality will help improve OWNER's ability to manage pole life cycle costs. The importance of the data-collection effort requires that it be performed professionally by experienced field personnel using technology that ensures delivery of high-quality data.

CONTRACTOR will provide appropriate hardware, software, and project management to ensure that OWNER receives data that meets its requirements for accuracy and completeness. At OWNER's request, CONTRACTOR can provide a demonstration of CONTRACTOR's data collection tools, processes, and a sample deliverable.

- 8.2 Data Specifications:** A CONTRACTOR-supplied or OWNER-supplied landbase that is acceptable to CONTRACTOR will be deployed by CONTRACTOR electronically to the field. A unique identifier will be created for each pole. Each pole will be placed on the digital landbase using GPS and/or relative positioning.

- 8.3 Data Delivery:** Data collected will be delivered online in a geospatial enabled web-based application that includes both map and attribute views of the data. The online application shall provide access to reports and data queries with support of user generated search functions. Poles must be able to be searched and sorted into groups based on their condition, their attributes, their attachments (when applicable), and highlighted in a map view.

The online application shall provide a landbase backdrop that includes aerial imagery capable of being viewed at various zoom levels. CONTRACTOR's geospatial online application will be compatible with industry standard web browsers such as Windows Internet Explorer 7.0 or 8.0, or Firefox 2.0 or later. All incremental data deliveries will be

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

updated on the geospatial online application. CONTRACTOR shall host the data in the online application, but OWNER shall retain ownership of data (see Section 8.4 for information regarding data archiving).

The geospatial online application shall provide the capability to view and download reports in Adobe PDF format. Reports shall consist of pole detail, weekly, and year-to-date summaries. CONTRACTOR's web-based application must support the ability to view all invoices, in Adobe PDF format, with the ability to relate each individual pole record with the corresponding invoice.

Data export functionality shall include the ability to export to an ESRI Personal geodatabase, Microsoft Access, or a comma delimited (Excel Spreadsheet) file format. The geospatial online application shall support the printing of map views and, if applicable, viewing of digital images.

CONTRACTOR shall demonstrate how its online application provides OWNER with a calculated Percent Remaining Strength for poles with decay (where applicable).

- 8.4 Data Archiving:** CONTRACTOR will host the geospatial online application for the duration of the pole inspection project and for a maximum of 90 days after the end of the calendar year in which the project was completed. Options for additional archiving shall be made available at an additional cost. OWNER shall retain ownership of all data. Use of the geospatial online application will be governed by CONTRACTOR's online hosting agreement.

9.0 CONTRACTOR Information:

- 9.1 CONTRACTOR's Policies:** Documentation of CONTRACTOR's policies for conforming to EPA, OSHA, and DOT regulations can be provided upon request. Examples may include:

- Summary of CONTRACTOR's safety manual
- Summary of CONTRACTOR's pesticide training manual and test
- Summary of CONTRACTOR's standards for safe storage of preservatives on vehicles
- Labels and SDS for all preservatives to be used
- Operating policies for CONTRACTOR's personnel to handle preservatives and disposing of empty containers used for pole treatment
- Summary of OSHA regulations regarding PPE

- 9.2 Work Schedule:** CONTRACTOR can also supply, upon request, a schedule outlining the number of crews proposed to complete work along with start dates and completion dates.

- 10.0 Invoicing:** CONTRACTOR shall furnish OWNER with invoicing on a weekly basis. This invoicing practice is based on work performed weekly and will include the actual data and invoices

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

with itemized billable items. Invoices shall be paid in accordance with the contract executed by the parties. In the event payment is not referenced in the contract, OWNER shall pay CONTRACTOR upon Net 30 day terms from the date of the invoice. A service charge of 1½% per month will be added to all invoices not paid within 30 days of the invoice date.

**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

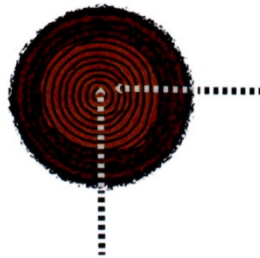
**TABLE 1
MINIMUM GROUNDLINE EFFECTIVE CIRCUMFERENCE
(MEASURED AT POINT OF MAXIMUM DECAY)**

Original Circumference of Pole (Inches)	Minimum Effective Circumference Allowed (Inches)
24	21
25	21.75
26	22.75
27	23.50
28	24.50
29	25.25
30	26.25
31	27
32	28
33	28.75
34	29.75
35	30.50
36	31.50
37	32.25
38	33.25
39	34
40	35
41	35.75
42	36.75
43	37.50
44	38.50
45	39.25
46	40
47	41
48	41.75
49	42.75
50	43.50
51	44.50
52	45.25
53	46.25
54	47
55	48
56	48.75
57	49.75
58	50.50
59	51.50
60	52.25

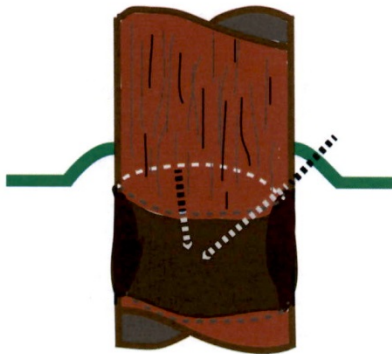
**Osmose Utilities Services, Inc. EXHIBIT A
IN-SERVICE WOOD POLE INSPECTION (FULL EXCAVATION) AND
REMEDIAL TREATMENT SPECIFICATIONS**

DRAWING I

**Standard Boring
Inspection**



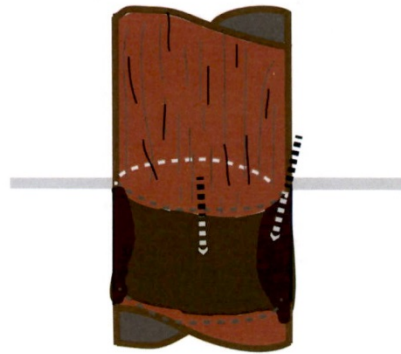
2 Borings to the center of the pole



**Standard & Shell Boring
Inspection**



1 Boring to the center of the pole
1 Boring through the shell below GL



Osmose										Combined Grade B & C (NESC District Loading)										NESC Restoration Factor: Rule 290B										11-16-15										67%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
Length (ft)	H6	H5	H4	H3	H2	H1	1	2	3	4	Class					NESC Restriction Factor: Rule 290B					11-16-15					67%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
20	Customer: City of Bentonville Electric Utilities										C2-4910	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2-3610	C2

Length (ft)	H6	H5	H4	H3	H2	H1	1	2	3	4	5	6	7	9
20	Customer: City of Bentonville Electric Utilities													
25	Effective Date: 1/1/18													
30	Expires: 12/31/18													
35														
40														
45														
50														
55														
60														
65														
70														
75														
80														
85														
90														
95														
100														
105														
110														
115														
120														
125														

The truss size identified in this chart for each length and class is not the only truss size available to satisfy the bearing strength requirements for that particular length and class pole. Other trusses of equal or greater bearing strength may be substituted.

LEGEND
Truss Recommended
Requiring Shear Strength (ft-lbs)
Bearing Code

Truss Name	Min. Circ. @ GL (in.)	Rated Strength (ft-lbs)
5100x13	18.00	19,100
C2-3613	22.75	37,200
C2-4913	28.50	49,600
C2-5613	32.00	56,400
C2-7113	33.50	71,700
980x13	29.75	76,900
1080x13	33.75	94,900
1180x13	36.50	112,200
1280x13	39.25	129,400
2-5100x13	43.00	152,600
2-C2-3613	22.75	74,400
2-C2-4913	28.50	99,200
2-C2-5613	33.00	112,800
2-C2-7113	33.50	143,400
2-980x13	29.75	153,800
2-1080x13	33.75	189,800
2-1180x13	36.50	224,400
2-1280x13	39.25	258,800
2-1380x13	43.00	305,200

*Minimum Pole Circumference set to ensure truss edges bite into pole upon installation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
101742660-GAWU-17-18	INSURER(S) AFFORDING COVERAGE	
INSURED Cosmos Utilities Services, Inc. 635 Highway 74 Peachtree City, GA 30269	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : National Fire & Marine Insurance Co	20079
	INSURER C : Navigators Insurance Company	42307
	INSURER D : Everest National Insurance Co	10120
	INSURER E : Indemnity Ins Co Of North America	43575
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		ATL-004182581-03		REVISION NUMBER:0	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:		GL00381439-02 Buffer limit is Per Occ/Aggr/Prod Comp Ops NY17EXC903879 IV Buffer	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Buffer: \$ 1,000,000	
C				07/01/2017	07/01/2018		
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		BAP 0381440-02 42-XSF-302666-02 Excess Auto	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Excess Automobile Limit: \$ 1,000,000	
B				07/01/2017	07/01/2018		
D	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		XC3EX00016-171	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A	WC 0381438-02	07/01/2017	07/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
E	Excess		XSM G46784558 001 (Excess)	07/01/2017	07/01/2018	Limit: 15,000,000 Policy is XS of \$10,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Confirmation of Coverage Certificate Holder is an Additional Insured on a primary and non-contributory basis in regard to the above Liability coverage(s) when required by executed written contract. A Waiver of Subrogation is included when required by executed contract.							

CERTIFICATE HOLDER	CANCELLATION
City of Bentonville 608 Southeast Third Street Bentonville, AR 72712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sandi Lee

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
OSMOSE FOR POLE TESTING AND ENGINEERING FOR
THE BENTONVILLE ELECTRIC DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an agreement with Osmose to provide pole testing and engineering services for the City of Bentonville Electric Department in an amount not to exceed \$26,000.00, as per 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 _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

A resolution authorizing the Mayor and City Council to purchase a general utility easement from Anglin Properties, LLC, located along SW Opal Road in the amount of \$30,000.00.

COST TO CITY:

Cost of this Request: \$30,000

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: July 24, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: Easement Purchase along SW Opal Road

The Electric Department recommends to the Mayor and City Council the purchase of a 20' General Utility easement from Mr. Ryan Anglin along the north side of SW Opal Road in the amount of \$30,000.

This easement will allow BEUD to build a new 3-phase overhead power line along SW Opal Road and tie into the existing line along SW Adams Road. There is a very large subdivision currently going through the approval process in the City of Bentonville and the construction of the new Wal-Mart warehouse in this area. The 3-phase electric line will provide the needed capacity for the subdivision and provide backup power to the 1.5 million square foot warehouse.

EASEMENT GRANT

That for and in consideration of One Dollar (\$1.00) and other good and valuable considerations to the undersigned **Anglin Properties, LLC**, cash in hand paid, the receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell, convey, and warrant unto the City of Bentonville, Arkansas, Grantee, its successors and assigns forever, a **permanent utility easement** to construct, lay, remove, relay, enlarge, maintain, inspect and repair city owned utilities or any franchise utilities that are allowed by any franchise agreement and necessary appurtenances thereto, and said Grantor does hereby grant, bargain, sell, convey, and warrant unto said Grantee, its successors and assigns, a **temporary construction easement** to construct, lay, remove, relay, enlarge, maintain, inspect and repair an overhead electric line and necessary appurtenances thereto, said temporary construction easement to expire upon completion of project with public right of ingress and egress to and from the same, on, over, across, and under the following described real estate to-wit:

PROPERTY DESCRIPTION:

SW NE E1/2 SE NW SW SE NW EX 1/2, containing 69.27 acres.

PERMANENT EASEMENT DESCRIPTION:

A 20' general utility easement centered on the overhead electric line (10' on either side), as shown in Exhibit A, containing 27,820 sf.

TEMPORARY EASEMENT DESCRIPTION:

A strip of land 20-feet wide parallel and immediately adjacent to the eastern limits of the permanent easement described above, running the full length of the property described above, for the purposes of construction the proposed overhead electric line.

A sketch of this grant is attached as Exhibit "A" and is to be considered as a part of this easement document. It is understood that this sketch is descriptive only of the approximate size, shape and location of the easement and does not constitute a plat or survey of the Grantor's property.

Grantee shall have the right of ingress and egress over, along and across adjacent lands owned, leased, or controlled by Grantor, to or from said easement, and for any and all purposes relating or in any way connected with the construction, operation, maintenance and use of said lines, structures, facilities, and other property of Grantee located on the easement above described.

Grantee shall have and is hereby granted the right of construction, reconstruction, locating, relocating, inspecting, patrolling, and expanding existing facilities and appurtenances as may be required in the future, and maintaining said facilities and appurtenances. Grantee shall have and is hereby granted the further right at all time to remove from said lands all undergrowth, trees, and parts thereof, or other obstructions, which in the opinion of the Grantee, restrict access, constitute a hazard, or endanger

the safety and/or reliability of said utility lines or appurtenances and for the purpose of installing additional facilities.

The Grantor or his successors shall not cause to be constructed any buildings, structures or other improvement (other than fences, driveways, and paved parking areas) within the above described easement, and no trees shall be planted by Grantor or his successors on said easement. Grantor or his successors shall not be entitled to any compensation for fences, growing crops, structures which may be removed or disturbed within this permanent easement by virtue of Grantee's exercise of the rights under this agreement unless agreed upon in writing among Grantor and Grantee.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, lawn or pastures, fences or gates that result from the exercise of rights and privileges contained within the easement described herein. Said damage to driveways, sidewalks, parking areas, lawn or pastures, fences or gates shall be restored by Grantee as close as is reasonable to the original condition.

It is further understood that Grantee's easement shall be exclusive and the Grantor or his successors shall convey no parallel rights to any person, utility or corporation on, across, or under said easement without the written permission of Grantee.

Grantee shall have the right to construct additional utility lines upon the above described easement at any time in the future, but agrees to pay any damages as a result of such future construction.

TO HAVE AND TO HOLD the above described easement unto said Grantee, its successors and assigns, forever or until said easement is finally abandoned.

And Grantor hereby covenants with the said Grantee that it will forever warrant and defend the title to said lands and property against the lawful claims of any and all person whomever.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set this _____ day of _____, _____.

Ryan Anglin

ACKNOWLEDGEMENT

**STATE OF ARKANSAS }
COUNTY OF BENTON }**

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Ryan Anglin, to me well known as the person or persons who executed the foregoing easement grant, and acknowledged that they executed the same as their free and voluntary act and deed for the purposes and considerations therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on this ____ day of _____, _____.

Notary Public

My Commission Expires: _____



LETTER OF UNDERSTANDING

This Letter of Understanding is to document and clarify an agreement between City of Bentonville and **Ryan Anglin**, Grantor/s, for a Utility Easement on Benton County recorded parcel **18-08985-000**, being more particularly described in the said easement.

- The City of Bentonville agrees to pay the sum of **\$30,000** as consideration for the said utility easement.
- BEUD will clear the fence line below the proposed overhead electric line. (Taking into account the Sycamore tree in the yard of 6104 SW Opal Rd.)
- BEUD will rework the service to 6090 SW Opal Rd. and remove the power poles that are placed in the middle of the pasture.
- BEUD will ensure that placement of the new poles are not directly in front of 6104 SW Opal Rd.

Dated this _____ day of _____, 2018

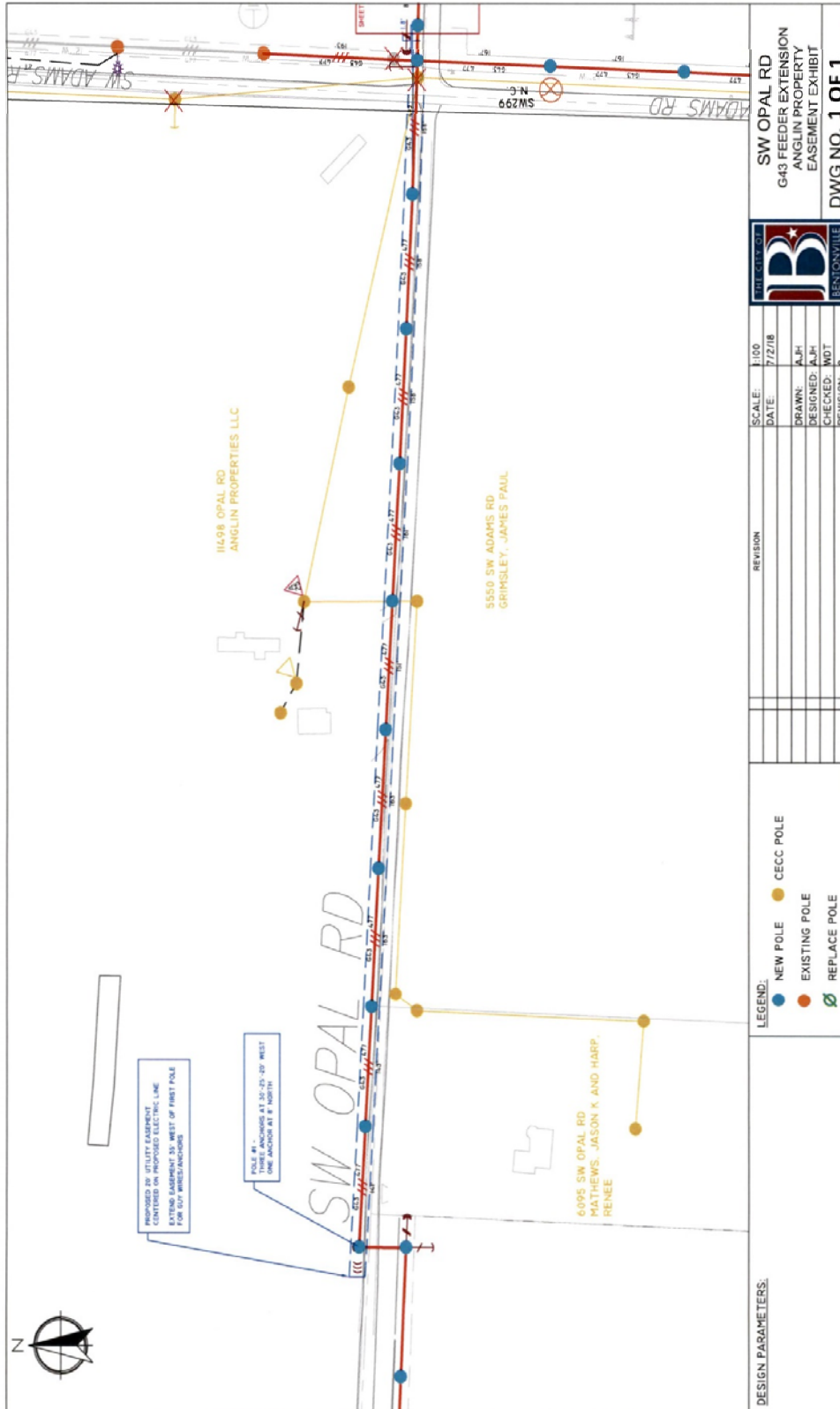
Grantor:

S.S. #/Business ID _____

Address:

Travis Matlock, PE
Engineering Director

City of Bentonville – 117 W. Central – 479-271-3135 – www.bentonvillear.com



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT FOR
EASEMENT ACQUISITION ON S.W. OPAL ROAD.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement for Easement Acquisition in the amount of \$30,000 from Anglin Properties, LLC, as set forth in the attached 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:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Staff recommends for the Mayor and City Council to approve the change order to Team Fishel's contract and add the underground crew and equipment. Rates are shown on the attached breakdown.

COST TO CITY:

Cost of this Request: see attached

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: July 24, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Change order to Team Fishel Contract**

The Electric Department recommends to the Mayor and City Council the approval of a change order to the Team Fishel contract in order to add an underground electric crew and equipment per the attached rate schedule. A change order is needed because the underground crew is billed out at a lower rate than the overhead crew.

In March of 2017, City Council awarded a bid to Team Fishel to provide outside contracting services to the BEUD for a 2-year period. The original bid only contained overhead services and equipment. This partnership has worked out very well for both parties and BEUD would like to expand Team Fishel's ability.

With the current development workload (Large Scale Developments and Preliminary Plats), the current lead-time for BEUD to install the needed underground once notified is 10-12 weeks. BEUD's intention is to reduce this time with the assistance of Team Fishel.



403 Commerce Park Drive
Cabot, AR 72023
(501) 605-0515

7/07/2018

Mr. Matlock,

This letter is to provide pricing for the requested Underground Crew. My understanding is that you are requesting a three-man crew to do work as needed. The prices are as follows:

UG Foreman	\$80.86
UG Lineman	\$74.17
UG Operator	\$65.24
Mini-X w/ Trailer	\$26.56
Air compressor	\$7.81
Service Bucket	\$26.13

I do understand that you have requested that we do the equipment the same as we have done with the overhead crews. I believe we are being requested to do work as needed and not 40 hours. I am open to discussing this. If we were to do this, the equipment rate would be \$26.27 for 120 hours a week. I don't have all the information on the scope of work at this time. I will give you a call tomorrow to get a better understanding.

Sincerely,



Justin M. Scott
Division Manager

teamfishel.com

The Best Choice for Utility Engineering, Construction, Installation and Maintenance since 1936



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	18-29
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6 month blanket bid for single phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$358,314.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$358,314

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: July 24, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **Single-phase transformer bid award #18-29**

The City of Bentonville recommends awarding the bid for single-phase transformers in the total amount \$358,314.00. The low bidders for the various items are as follows:

Arkansas Electric: \$358,314.00

This award is for 6 months, July-December 2018. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation
 Formal Bid # 18-29
 Single Phase Padmount Transformers

Item	Transformer Description
1	10KVA
2	25KVA
3	50KVA
4	75KVA
5	100KVA
6	167KVA
7	250KVA

NA

AECI ERMCO	
Bid Price	Evaluated Price
\$ 1,188.00	\$ 1,700.00
\$ 1,426.00	\$ 2,446.00
\$ 1,744.00	\$ 3,508.00
\$ 2,270.00	\$ 4,668.00
\$ 2,745.00	\$ 5,651.00
\$ 3,883.00	\$ 8,475.00
\$ 4,998.00	\$ 11,614.00

Irby Central Moloney	
Bid Price	Evaluated Price
\$ 1,400.00	
\$ 1,649.00	
\$ 2,188.00	
\$ 2,684.00	
\$ 3,214.00	
\$ 3,784.00	
\$ 7,048.00	

Anixter Central Moloney	
Bid Price	Evaluated Price
\$ 1,422.00	
\$ 1,676.00	
\$ 2,223.00	
\$ 2,726.00	
\$ 3,264.00	
\$ 3,844.00	
\$ 7,158.00	

Notes:

If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Recommended Low Bidder for items 1-7 to AECI quoting ERMCO
 Central Moloney not evaluated due to non conformance with 4.13.2



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	18-30
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6 month blanket bid for 3-phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$560,495.00. Items will be ordered on 'as needed' basis.-

COST TO CITY:

Cost of this Request: \$560,495

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: July 24, 2018

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Engineer Director

RE: **3-phase transformer bid award #18-30**

The City of Bentonville recommends awarding the bid for 3 phase transformers in the total amount \$560,495.00. The low bidders for the various items are as follows:

Stuart Irby: \$560,495.00

This award is for 6 months, July - December 2018. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation
Formal Bid # 18-30
Three Phase Transformers

Item	Transformer Description	Irby WEG		Central Moloney		Anastar		Anastar WEG		AECI ERMCO	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	45 KVA PAD MOUNT 3PH 120/208Y	\$ 5,012.00	\$ 7,027.00			\$ 7,711.00	\$ 9,815.00	\$ 5,091.00	\$ 7,101.00	\$ 5,971.00	\$ 8,077.00
2	45 KVA PAD MOUNT 3PH 277/480Y	\$ 5,113.00	\$ 7,167.00			\$ 7,632.00	\$ 9,738.00	\$ 5,194.00	\$ 7,242.00	\$ 6,100.00	\$ 8,066.00
3	75 KVA PAD MOUNT 3PH 120/208Y	\$ 5,569.00	\$ 8,640.00			\$ 9,015.00	\$ 12,157.00	\$ 5,657.00	\$ 8,737.00	\$ 6,486.00	\$ 9,452.00
4	75 KVA PAD MOUNT 3PH 277/480Y	\$ 5,743.00	\$ 8,765.00			\$ 8,864.00	\$ 11,944.00	\$ 5,774.00	\$ 8,796.00	\$ 6,456.00	\$ 9,366.00
5	150 KVA PAD MOUNT 3PH 120/208Y	\$ 6,667.00	\$ 11,845.00			\$ 8,868.00	\$ 14,364.00	\$ 6,772.00	\$ 11,950.00	\$ 7,698.00	\$ 12,949.00
6	150 KVA PAD MOUNT 3PH 277/480Y	\$ 7,026.00	\$ 11,950.00			\$ 8,968.00	\$ 14,255.00	\$ 7,137.00	\$ 11,961.00	\$ 8,916.00	\$ 12,562.00
7	225 KVA PAD MOUNT 3PH 120/208Y	\$ 7,555.00	\$ 14,555.00			\$ 9,573.00	\$ 17,418.00	\$ 7,655.00	\$ 14,555.00	\$ 9,555.00	\$ 15,250.00
8	225 KVA PAD MOUNT 3PH 277/480Y	\$ 8,440.00	\$ 14,598.00			\$ 9,526.00	\$ 17,418.00	\$ 8,525.00	\$ 14,598.00	\$ 9,586.00	\$ 15,250.00
9	300 KVA PAD MOUNT 3PH 120/208Y	\$ 8,640.00	\$ 17,630.00			\$ 11,885.00	\$ 20,768.00	\$ 8,979.00	\$ 17,765.00	\$ 8,983.00	\$ 18,463.00
10	300 KVA PAD MOUNT 3PH 277/480Y	\$ 8,497.00	\$ 17,643.00			\$ 11,869.00	\$ 20,768.00	\$ 8,630.00	\$ 17,765.00	\$ 9,155.00	\$ 17,660.00
11	500 KVA PAD MOUNT 3PH 120/208Y	\$ 11,490.00	\$ 24,755.00			\$ 15,329.00	\$ 29,373.00	\$ 11,670.00	\$ 24,935.00	\$ 11,644.00	\$ 25,150.00
12	500 KVA PAD MOUNT 3PH 277/480Y	\$ 10,616.00	\$ 23,062.00			\$ 13,427.00	\$ 26,650.00	\$ 10,782.00	\$ 23,248.00	\$ 10,910.00	\$ 23,950.00
13	750 KVA PAD MOUNT 3PH 120/208Y	\$ 15,924.00	\$ 34,846.00			\$ 13,636.00	\$ 26,650.00	\$ 16,173.00	\$ 34,884.00	\$ 15,628.00	
14	750 KVA PAD MOUNT 3PH 277/480Y	\$ 13,338.00	\$ 30,916.00			\$ 23,406.00	\$ 43,013.00	\$ 13,546.00	\$ 31,124.00	\$ 14,496.00	
15	1000 KVA PAD MOUNT 3PH 120/208Y	\$ 23,021.00	\$ 47,297.00			\$ 27,799.00	\$ 49,299.00	\$ 23,989.00	\$ 47,859.00	\$ 20,050.00	
16	1000 KVA PAD MOUNT 3PH 277/480Y	\$ 4,684.00	\$ 37,862.00			\$ 27,553.00	\$ 46,613.00	\$ 14,913.00	\$ 37,911.00	\$ 17,725.00	
17	1500 KVA PAD MOUNT 3PH 120/208Y	\$ 1,423.00	\$ 32,161.00			\$ 29,731.00	\$ 61,041.00	\$ 27,731.00	\$ 61,041.00	\$ 24,281.00	
18	1500 KVA PAD MOUNT 3PH 277/480Y	\$ 2,143.00	\$ 32,161.00					\$ 40,268.00	\$ 89,054.00	\$ 30,177.00	
19	2000 KVA PAD MOUNT 3PH 277/480Y	\$ 40,330.00	\$ 99,026.00			No Bid		\$ 40,268.00	\$ 89,054.00		

Notes:
If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
Any equipment received that does not meet spec. will be returned at cost of supplier.
Items 12-19 from AECI / ERMCO did not meet dimensional spec and was not evaluated
Recommended Low Bidder for item 1-19 to Irby quoting WEG

6/27/2018

X:\Engineering\Specs - Procurement\Padmount Transformer - Three Phase\Bid Eval\BID 18-30 - 2018 2nd Half - 3PH XFMR



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	18-31
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Recommend Mayor and City Council award the 6 month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$206,871.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$206,871

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: July 24, 2018

TO: City Council, Mayor McCaslin

FROM: Travis Matlock, Engineer Director

**RE: Double Bushing Pole Mount transformer bid
award #18-31**

The City of Bentonville recommends awarding the bid for pole mount in the total amount \$206,871.00. The low bidders for the various items are as follows:

Stuart Irby: \$206,871.00

This award is for six months, July-December 2018. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation
Formal Bid # 18-31
Single Phase Pole Mount Transformers

Item	Transformer Description	Irby		Anixter	
		Central Moloney		Central Moloney	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	10KVA 120/240V	\$ 790.00	\$ 1,434.00	\$ 804.00	\$ 1,448.00
2	15KVA 120/240V	\$ 784.00	\$ 1,650.00	\$ 797.00	\$ 1,663.00
3	15KVA 277/480V	\$ 793.00	\$ 1,599.00	\$ 807.00	\$ 1,613.00
4	25KVA 120/240V	\$ 912.00	\$ 2,070.00	\$ 927.00	\$ 2,085.00
5	25KVA 240/480V	\$ 990.00	\$ 2,136.00	\$ 1,007.00	\$ 2,153.00
6	25KVA 277/480V	\$ 938.00	\$ 2,072.00	\$ 953.00	\$ 2,087.00
7	37.5KVA 120/240V	\$ 1,112.00	\$ 2,648.00	\$ 1,130.00	\$ 2,666.00
8	50KVA 120/240V	\$ 1,449.00	\$ 3,071.00	\$ 1,473.00	\$ 3,095.00
9	50KVA 277/480V	\$ 1,478.00	\$ 2,988.00	\$ 1,502.00	\$ 3,012.00
10	75KVA 120/240V	\$ 1,992.00	\$ 4,048.00	\$ 2,024.00	\$ 4,080.00
11	75KVA 277/480V	\$ 2,112.00	\$ 4,064.00	\$ 2,146.00	\$ 4,098.00
12	100KVA 120/240V	\$ 2,699.00	\$ 5,391.00	\$ 2,742.00	\$ 5,434.00
13	100KVA 277/480V	\$ 2,501.00	\$ 4,989.00	\$ 2,541.00	\$ 5,029.00
14	167KVA 120/240V	\$ 4,234.00	\$ 7,712.00	\$ 4,300.00	\$ 7,778.00
15	250KVA 120/240V	\$ 4,353.00	\$ 11,283.00	\$ 4,421.00	\$ 11,351.00
16	250KVA 277/480V	\$ 4,312.00	\$ 10,836.00	\$ 4,335.00	\$ 10,859.00

Notes:
If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
Any equipment received that does not meet spec will be returned at cost of supplier.
Recommended low bidder for item 1-16 to Irby quoting Central Moloney

6/26/2018

X:\Engineering\Specs - Procurement\Overhead Transformer\Bid Eval\18-31 - 2018 2nd Half Formal Bid Eval Pole Mount



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Ellen Norvell

Department

Airport

Phone

271-3168

ACTION REQUIRED:

Staff recommends City Council approval of Change Order No. 1 in an amount of \$28,681.50 to the Tri Star Contractors contract for the construction of the Hangar Infrastructure Improvement Project at the Bentonville Municipal Airport.

COST TO CITY:

Cost of this Request: \$28,682

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: City Council, Mayor McCaslin
From: Ellen Norvell, City Engineer
Date: Monday, July 16, 2018
Re: Tri Star Contractor Change Order No. 1

Staff requests approval of Change Order No. 1 to the Tri Star Contractor Contract for the construction of the VBT Hangar Infrastructure Project. The Council previously approved entering into a contract with Tri Star Contractor at the April 24, 2018 Council Meeting. The City has received a grant from the Arkansas Department of Aeronautics to accomplish this project. Change Order No. 1 includes extension of the water main along SW "I" Street as requested by the Bentonville Water Department and inclusion of additional drainage improvements at the airport. Funds are available in the Airport Capital Expenditure/ Plant and Building Budget.

Thank you for your consideration of this request.



4701 Northshore Drive
North Little Rock, AR 72118
TEL 501.376.3633
FAX 501.372.8042
www.GarverUSA.com

Construction Contract Change Order

Project: VBT Hangar Infrastructure Bentonville Municipal Airport Garver Job No. 18041193					Change Order No. 1					
Owner: City of Bentonville 117 W Central Avenue Bentonville, AR 72712					Date Prepared: June 11, 2018 Prepared by: Adam White, PE					
Contractor: Tri Star Contractors 1910 Waukesha Road Siloam Springs, AR 72761										
Description of Work Included in Contract The project includes the construction of water, sewer, and electrical infrastructure improvements to support the development of up to six hangars at Bentonville Municipal										
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Extension of the water main line along SW "I" Street per City of Bentonville requirements. B. Inclusion of a grate inlet, concrete pipe, and flared end sections not previously part of the City's project. Attachments: Revised Utility Plan; AHTD Standard Details										
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost	
A.	UP-7	Water & Sewer Rock Excavation	CY	30	\$50.00	40	\$50.00	\$1,500.00	\$2,000.00	
A.	UP-8	Water & Sewer Undercut and Granular Backfill	CY	75	\$25.00	100	\$25.00	\$1,875.00	\$2,500.00	
A.	UP-10	8" C-900 PVC Water Line	LF	390	\$30.00	556	\$30.00	\$11,700.00	\$16,680.00	
A.	UP-11	8" Gate Valve	EA	3	\$1,750.00	4	\$1,750.00	\$5,250.00	\$7,000.00	
A.	UP-12	Fire Hydrant Assembly	EA	1	\$3,300.00	2	\$3,300.00	\$3,300.00	\$6,600.00	
A.	UP-13	Ductile Iron Fittings	LB	200	\$7.75	350	\$7.75	\$1,550.00	\$2,712.50	
A.	UP-14	1" Service Connection	EA	2	\$500.00	3	\$500.00	\$1,000.00	\$1,500.00	
A.	UP-15	1" Water Service Line	LF	55	\$10.00	80	\$10.00	\$550.00	\$800.00	
A.	UP-16	1" Water Meter Setting	EA	3	\$800.00	4	\$800.00	\$2,400.00	\$3,200.00	
A.	CO-01.01	16" Steel Encasement by Open Cut	LF	0	\$0.00	20	\$200.00	\$0.00	\$4,000.00	
B.	CO-01.02	Drop Inlet (AHTD Type E)	EA	0	\$0.00	1	\$5,500.00	\$0.00	\$5,500.00	
B.	CO-01.03	14" x 23" Elliptical Reinforced Concrete Pipe (Class 3)	LF	0	\$0.00	16	\$150.00	\$0.00	\$2,400.00	
B.	CO-01.04	14" x 23" Elliptical Flared End Section	EA	0	\$0.00	2	\$1,557.00	\$0.00	\$3,114.00	
Summation of Cost								\$29,125.00	\$57,806.50	
Net Cost for this Change Order								\$28,681.50		
Estimated Project Cost				Time Change						
Original Contract Amount				Estimated Project Cost				Original Contract Start Date		TBD
This Change Order				\$28,681.50				Original Contract Time (calendar days)		30
New Contract Amount				\$92,456.50				Additional Calendar Days granted by this Change Order		0
								New Contract Time (calendar days)		30
								Suspended Time		0
								New Construction Completion Date		TBD
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS										
ISSUED FOR REASONS INDICATED ABOVE										
Engineer: Garver										
Engineer's Signature _____ Title _____ Date _____										
ACCEPTED BY CONTRACTOR										
Contractor's Signature _____ Title _____ Date _____										
APPROVED BY OWNER										
Owner's Signature _____ Title _____ Date _____										



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 24, 2018

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests Council to waive the competitive bidding requirements for the emergency repair and replacement of (1) 1600 AMP Main Breaker, (7) I-line breakers, Transformer Control and fuses at McKissic Lift Station. An interior pipe break on June 30, 2018 sprayed water on the electrical cabinets causing extensive damage. Thomas Electric, Inc., had the most critical component in stock and was able to expedite and install the remaining parts quickly to restore the lift station.

COST TO CITY:

Cost of this Request: \$65,023

Additional Budget Amount \$65,023

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	65,023
Remaining After Adjustment	\$ 65,023

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 7/24/2018

Requested by: Nancy Busen

Department: Wastewater Utilities

DESCRIPTION OF REQUEST:

Type of Equipment: Electrical Control Panels at McKissic Lift Station

Year & Model: N/A

Serial #	N/A
----------	-----

To Be Purchased From: Thomas Electric, Inc.

P. O. Box 4134

Fort Smith, AR 72914

Amount:	Base Amount:	\$ 59,381.54
---------	--------------	--------------

Tax:	\$ 5,641.25
------	-------------

*Other: _____

TOTAL	\$ 65,022.79
--------------	---------------------

* List all other costs:

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

A broken water pipe caused damage to a major electrical panel at the city's largest lift station. Emergency repair was necessary to restore operation. Thomas Electric had the 1600 AMP Main Breaker in stock.

Department Head

Director of Finance & Administration

Revised 6-18-99



Memo



To: Mayor McCaslin
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: July 24, 2018
Re: Waiver of Bid, Emergency Repair at McKissic

Staff requests Council to waive the competitive bidding requirements for the emergency repair and replacement of (1) 1600 AMP Main Breaker, (7) I-line breakers, Transformer Control and fuses at McKissic Lift Station. An interior pipe break on June 30, 2018 sprayed water on the electrical cabinets causing extensive damage. Thomas Electric, Inc. had the most critical component in stock and was able to expedite and install the remaining parts quickly to bring the lift station back online. It would have been neither practical nor feasible to seek bids for this emergency situation.

Thank you.

Thomas Electric, Inc
PO Box 4134
Fort Smith, AR 72914

Invoice

Bill To
City of Bentonville Wastewater Utilities 1901 N.E. "A" Street Bentonville, AR 72712

Date	Invoice #
7/16/2018	18-10907
Balance Due \$65,022.79	

Phone #	Fax #	Purchase Order No.	Work Order No.	Terms
479-783-1019	479-783-3936		18-427	Due on receipt

Quantity	Description	Rate	Amount
1	Vendor 8453: CHANGE OUT 1600 AMP MAIN BREAKER. CLEAN ALL GEAR AND REPLACE (7) ILINE BREAKERS. SHANNON SMITH 6/31 7/1 & 7/5/2018	0.00	0.00T
1	SQD 1600 AMP MAIN BREAKER	26,035.76	26,035.76T
1	(7) SQD ILINE BREAKERS-LOT PRICE	27,007.49	27,007.49T
1	MISC MATERIAL-TRANSFORMER CONTROL, 600V MIDGET FUSE, 3P 600V FUSBLOCK.	228.29	228.29T
1	HOT SHOT FREIGHT FOR BREAKERS-NO MARKUP	2,000.00	2,000.00T
4	FOREMAN LABOR	60.00	240.00T
8	FOREMAN LABOR OVERTIME	85.00	680.00T
29	FOREMAN LABOR DOUBLETIME	110.00	3,190.00T

Subtotal	\$59,381.54	Sales Tax (9.5%)	\$5,641.25	Amount Due	\$65,022.79
----------	-------------	------------------	------------	------------	-------------

We appreciate your business.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING PAYMENT FOR
EMERGENCY REPAIR AND REPLACEMENT OF
CERTAIN ELECTRICAL COMPONENTS AT THE
MCKISSIC CREEK LIFT STATION AND WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Thomas Electric Inc., for the repair and replacement of components at the McKissic Creek lift station, in an amount not to \$65,022.79, as per the Invoice attached hereto as Exhibit A.

Section 2: Because this was an emergency repair necessary to maintain function of the system, and the work had to be completed immediately, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK