



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, August 28, 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: August 14, 2018**

AGENDA

1. Planning:
 - 1a. **Property Line Adjustment: Lot 3 of Elm Tree Center Subdivision, Sky One Property, LLC, 1310 SW Elm Tree Road, R-4, High-Density Residential.**

(Pages 6-8)

The Planning Commission voted 7-0, recommending approval.

Property Line Adjustment of Lots 1 and 2 of Elm Tree Center Subdivision, creating new Lot 3. The plat dedicates a 20' utility easement along SW Elm Tree Road. There is an existing cross-access easement in the northeast corner of the lot. The plat dedicates an additional 9.74' of right-of-way along SW Elm Tree Road.

- 1b. **Final Plat: Oak Meadows Subdivision, Crestwood Homes, LLC, 1601 Been Road, R-1, Single-Family Residential.**

(Pages 9-12)

The Planning Commission voted 7-0, recommending approval.

Final Plat creating a new, 38-lot, single-family subdivision, approximately 9.77 acres in size, known as Oak Meadows Subdivision. The plat dedicates all necessary right-of-way and utility easements.

- 1c. **Final Plat: PE Livingston Square Subdivision, Jamal and Stephanie Parker, 1111 SW Parnell Drive, R-ZL, Zero Lot Line.**

(Pages 13-15)

The Planning Commission voted 7-0, recommending approval.

Final Plat creating a new, 34-lot, single-family subdivision, approximately 6.27 acres in size, known as PE Livingston Square Subdivision. The plat dedicates all necessary right-of-way and utility easements.

2. Recognition by City Council of Thomas and Kathy Duba who reside at 107 Somerset. The property's landscaping was nominated by a Bentonville resident and is the August Residential Landscaping of the Month award winner.
(Pages 16-18)
3. Recognition by City Council of Bank OZK located at 1010 SE Walton Boulevard. The property's landscaping was nominated by a Bentonville resident and is the August Commercial Landscaping of the Month award winner.
(Pages 19-20)
- 4a. Approval of an ordinance to enter into an agreement with Total Security Solutions to install window barriers on the first and second floors of the Community Development Building in the amount of \$31,008.00 plus tax and waive the requirement of competitive bidding.
(Pages 21-31)
- 4b. Approval of a budget adjustment in the amount of \$34,000.00 to install barrier windows on the first and second floor of the Community Development building for improved safety for city staff.
(Pages 32-33)
5. Recommend Mayor and City Council award the bid for tree purchase and delivery for the 6th Annual Tree Planting Blitz on November 7 to Frank Sharum Landscape for 450 trees in the amount of \$32,718.00. This is a budgeted item.
(Pages 34-46)
6. Public hearing and ordinance vacating an Alley Right of Way located between Lot 1 & Lot 15/16 of Cooks Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.
(Pages 47-50)
7. A resolution setting a public hearing for September 11, 2018 for an Alley and Street Right of Way Vacation requested by CEI Engineering located in W.A. Burk's Addition.
(Pages 51-53)
8. A resolution authorizing the Mayor and City Clerk to enter into a Through the Fence Airport Access Agreement with VBT Flying Centre, LLC.
(Pages 54-66)
- 9a. Fire Department Staff recommends Council approve Clinard Construction to begin Phase 1 construction for Station #7. The total cost of Phase 1 shall not exceed \$351,000.00.
(Pages 67-76)
- 9b. Fire Department Staff recommends Council approve a budget adjustment in the amount of \$263,004.00 to complete Phase 1 construction of Station #7.
(Pages 77-79)

10. Fire Department Staff recommends Council approve a bid waiver to Sunbelt Fire in the amount of \$633,000.00 to replace our existing support vehicle. This purchase is in the 2018 budget in the amount of \$640,000.00 and will be purchased from Houston-Galveston Area Council cooperative purchasing contract.
(Pages 80-84)
- 11a. Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of a sanitary sewer interceptor in southwestern Bentonville in an amount not to exceed \$121,350.00. Sewer capacity fees will be utilized to fund this agreement.
(Pages 85-95)
- 11b. Staff requests Council approval of a budget adjustment in the amount of \$121,350.00 to recognize sewer capacity fees to fund the agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of a sanitary sewer interceptor in southwestern Bentonville.
(Pages 96-97)



City Council Agenda Items
For City Council Meeting of August 28, 2018
From the August 21, 2018 Planning Commission Meeting

Property Line Adjustment: Lot 3 of Elm Tree Center Subdivision, Sky One Property, LLC, 1310 SW Elm Tree Road, R-4, High-Density Residential.

The Planning Commission voted 7-0, recommending approval.

Property Line Adjustment of Lots 1 and 2 of Elm Tree Center Subdivision, creating new Lot 3. The plat dedicates a 20' utility easement along SW Elm Tree Road. There is an existing cross-access easement in the northeast corner of the lot. The plat dedicates an additional 9.74' of right-of-way along SW Elm Tree Road.

Final Plat: Oak Meadows Subdivision, Crestwood Homes, LLC, 1601 Been Road, R-1, Single-Family Residential.

The Planning Commission voted 7-0, recommending approval.

Final Plat creating a new, 38-lot, single-family subdivision, approximately 9.77 acres in size, known as Oak Meadows Subdivision. The plat dedicates all necessary right-of-way and utility easements.

Final Plat: PE Livingston Square Subdivision, Jamal and Stephanie Parker, 1111 SW Parnell Drive, R-ZL, Zero Lot Line.

The Planning Commission voted 7-0, recommending approval.

Final Plat creating a new, 34-lot, single-family subdivision, approximately 6.27 acres in size, known as PE Livingston Square Subdivision. The plat dedicates all necessary right-of-way and utility easements.



Consent Agenda Items

For Planning Commission meeting of August 21, 2018

Reviewer: Tyler Overstreet, Planner

- ❖ At the Technical Review meeting held on August 14, 2018 the Planning Commission requested these items be placed on the Consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lot 3 Elm Tree Center Subdivision, Sky One Property, LLC, 1310 SW Elm Tree Road, R-4, High-Density Residential (PLA18-0026)

Property Line Adjustment of Lots 1 and 2 of Elm Tree Center Subdivision, creating new Lot 3. The plat dedicates a 20' utility easement along SW Elm Tree Road. There is an existing cross-access easement in the northeast corner of the lot. The plat dedicates an additional 9.74' of right-of-way along SW Elm Tree Road.

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

Final Plat: Oak Meadows Subdivision, Crestwood Homes, LLC, 1601 Been Road, R-1, Single-Family Residential (FP18-0005)

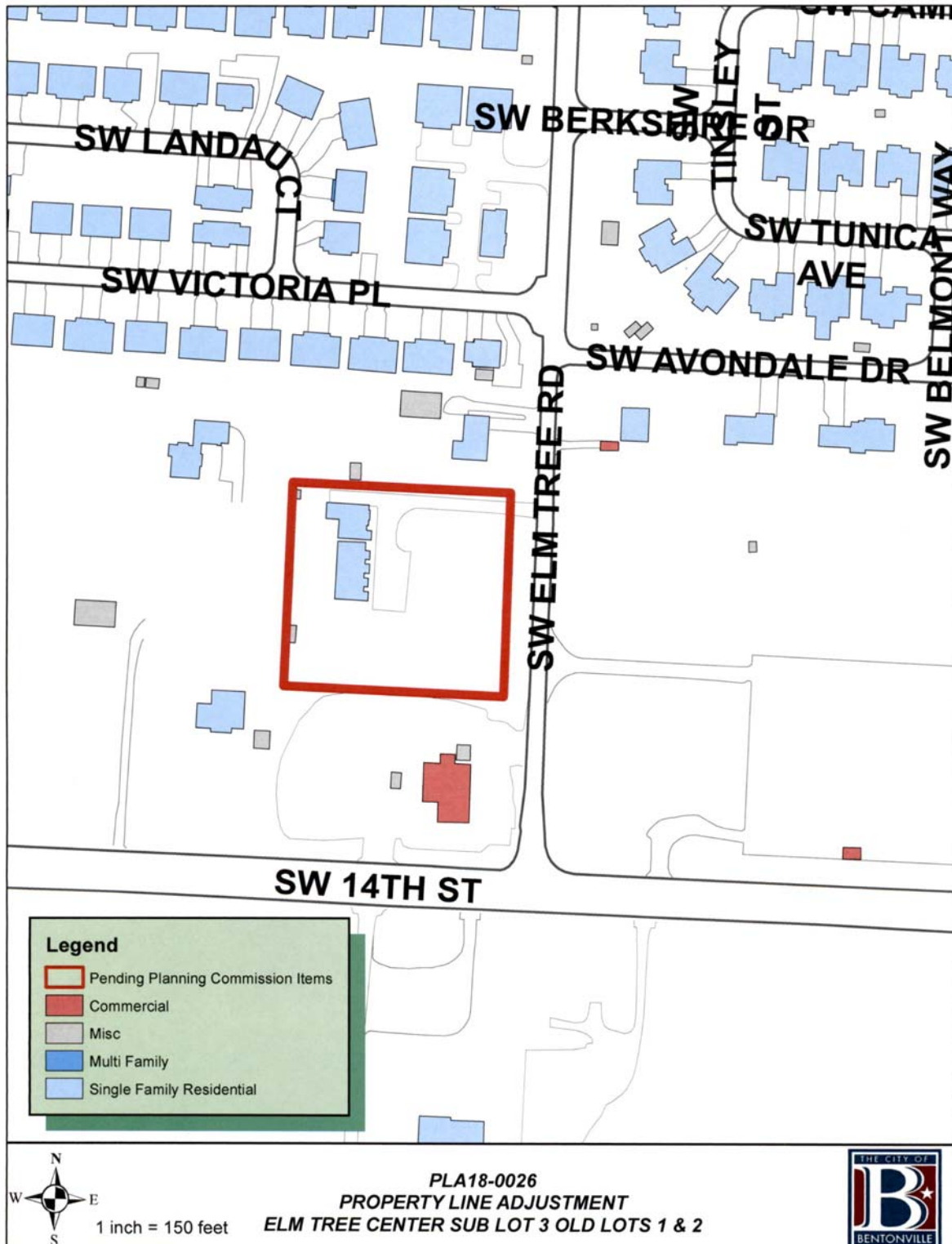
Final Plat creating a new, 38-lot, single-family subdivision, approximately 9.77 acres in size, known as Oak Meadows Subdivision. The plat dedicates all necessary right-of-way and utility easements. All non-bondable items and guarantees of improvement must be complete by Friday, August 17, 2018 for this item to advance to Planning Commission.

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

Final Plat: PE Livingston Square Subdivision, Jamal and Stephanie Parker, 1111 SW Parnell Drive, R-ZL, Zero Lot Line (FP18-0006)

Final Plat creating a new, 34-lot, single-family subdivision, approximately 6.27 acres in size, known as PE Livingston Square Subdivision. The plat dedicates all necessary right-of-way and utility easements. All non-bondable items and guarantees of improvement must be complete by Friday, August 17, 2018 for this item to advance to Planning Commission.

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



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 3
OF ELM TREE CENTER SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA18-0026).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 3 of Elm Tree Center Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 21, 2018; and,

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

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

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

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

Section 1: That the property line adjustment of Lot 3 of Elm Tree Center Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2018.

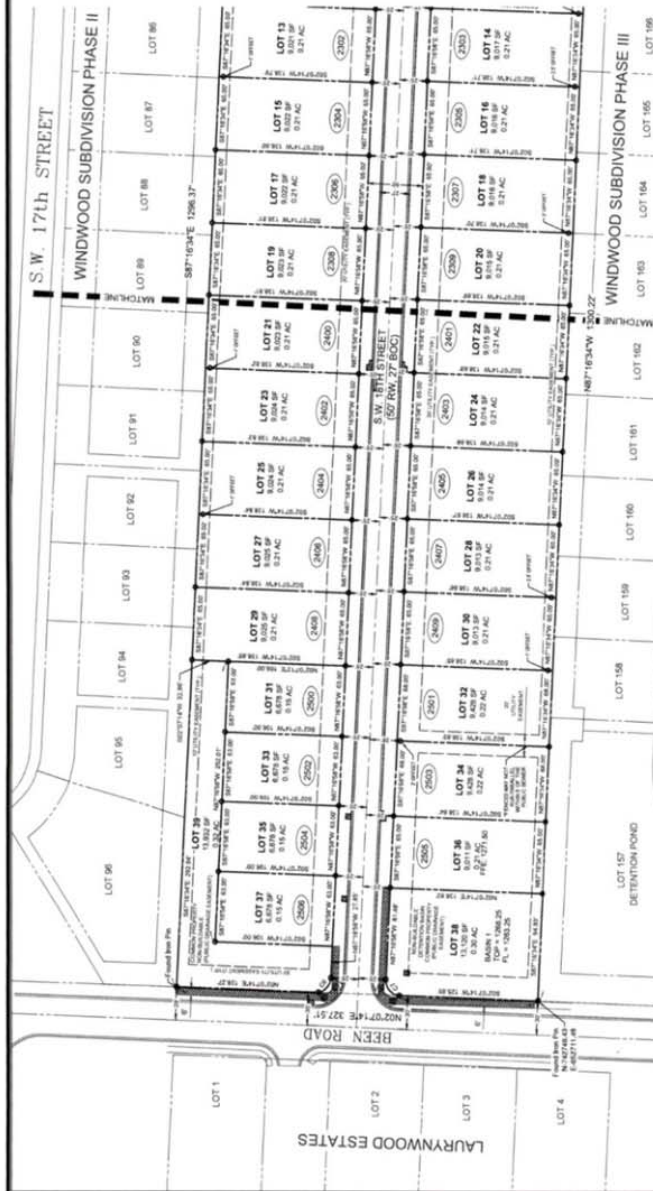
APPROVED:

MAYOR

ATTEST:

CITY CLERK



[illegible]

Curve Table					Chord Length
Curve #	Length	Radius	Delta	Chord Direction	
C1	1.68	225.90	9°25'41"	N87°29'48"W	1.68
C2	59.54	225.90	15°09'44"	N89°04'13"E	59.37
C3	21.36	14.00	87°33'21"	N48°04'35"E	19.36
C4	54.26	125.00	17°46'14"	N83°44'55"E	54.06
C5	10.50	225.00	2°03'23"	N78°10'36"E	10.50
C6	18.35	13.48	77°42'37"	N48°26'26"W	18.83
C7	20.43	13.18	88°09'15"	S48°54'55"W	18.44
C8	65.91	225.00	19°17'52"	S85°53'59"W	65.68
C9	21.29	225.00	13°03'31"	N73°11'34"E	2.19
C10	54.13	175.00	17°43'17"	N87°48'27"E	53.91
C11	4.20	4.20	90°00'00"	N87°48'27"E	10.34



SITE LEGEND

- ▲ 5/8" REBAR WITH 2 1/2" ALUM. CAP
 ○ SET 5/8" REBAR WITH CAP/COLLARS PL31337
 ● MONUMENT FOUND (AS NOTED)
 ◆ BENCH MARK
 → DOWNS
- _____ PROPERTY LINES
 _____ ADJOINING PROPERTY LINE
 _____ EASEMENT LINE
 _____ RIGHT-OF-WAY LINE
 _____ CURB & GUTTER
 _____ SIDEWALK HATCH
- ALL EASEMENTS ARE PER THIS PLAN UNLESS

11. *Journal of the American Medical Association*, 277:1033-1034, 1997

10

SETBACKS (NOT SHOWN) - FRONT 20'
REAR - 25'
SIDE INTERIOR - 7'
SIDE EXTERIOR - 20'

9.79

39 LOTS
37 LOTS
LOT # 36 & 39

AGREES:

TOTAL LOT COUNT:
BUDGETABLE LOTS
NON-BUDGETABLE LOTS

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF OAK MEADOWS
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: FP18-0005).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Oak Meadows Subdivision, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 21, 2018; and,

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

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

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

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

Section 1: That the final plat of Oak Meadows Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

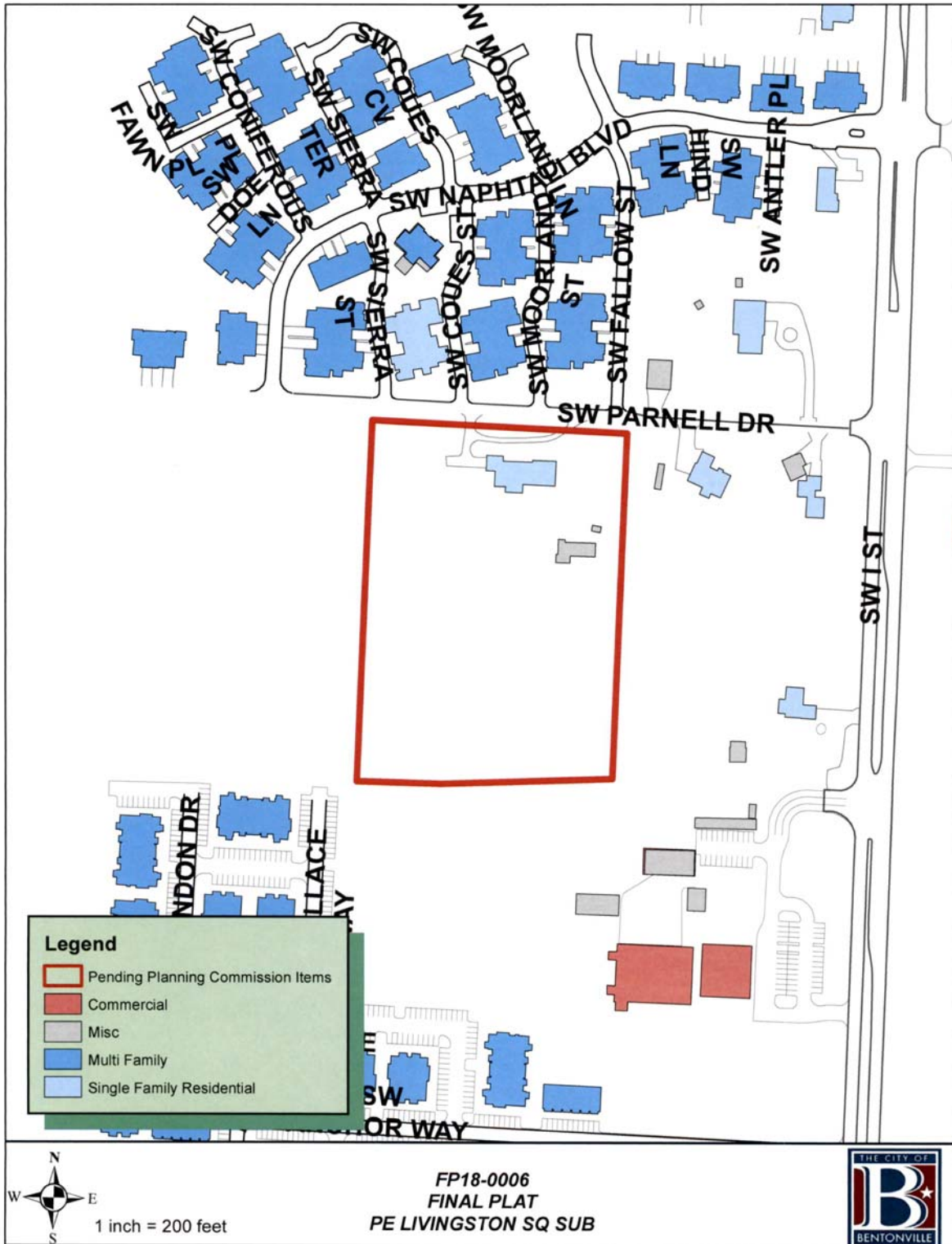
PASSED AND APPROVED this _____ day of _____, 2018.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	62.83	42.00	90°00'00"	S42°36'38"E	56.57
C2	62.83	42.00	90°00'00"	N47°33'27"E	56.57
C3	23.42	15.00	89°27'07"	N47°20'17"E	21.31
C4	23.42	15.00	90°32'53"	S47°38'17"W	21.31
C5	18.04	65.00	15°54'09"	S50°33'40"E	17.88
C6	24.25	65.00	27°32'47"	S41°17'40"E	24.11
C7	44.81	65.00	27°32'47"	S52°40'08"E	41.88
C8	17.20	65.00	15°54'09"	S60°01'47"E	17.15
C9	23.36	15.00	90°00'00"	N47°33'27"E	21.31
C10	23.36	15.00	90°00'00"	N47°33'27"E	21.31
C11	3.00	65.00	2°36'45"	S68°56'00"E	3.00
C12	98.10	65.00	67°21'17"	N48°04'00"E	89.78
C13	23.42	15.00	89°27'07"	N47°20'17"E	21.31

Legal Description:
 Lots One (1) and Two (2) of the Subdivision to the City of Bentonville, Benton County, Arkansas per the plat of said subdivision filed for record in Plat Book 2012 at Page 174 in the Office of the Circuit Clerk and Co-Cliffers for Benton County, Arkansas.

Also, being described for survey as being a part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section One (1), Township Fourteen (14) North, Range Thirty-One (31) West, Benton County, Arkansas AS:
 Commencing at the Southeast Corner of said section and running thence North 07°29'32" East a distance of 147.28 feet to a point; thence North 87°21'09" West a distance of 147.28 feet to a point; thence North 07°29'32" East a distance of 147.28 feet to a point; thence South 07°29'32" West a distance of 147.28 feet to the POINT OF BEGINNING, thence South 87°21'09" West a distance of 147.28 feet to a point; thence North 07°29'32" East a distance of 147.28 feet to a point; thence South 07°29'32" West a distance of 147.28 feet to the POINT OF BEGINNING, containing in all 279,121 square feet or 6.37 acres, more or less and being subject to any rights of way, easements, liens, or other interests of record.

NOTES REGARDING PLACEMENT OF UNITS ON ZERO SETBACK LOTS:

1. RESIDENCES BUILT ON LOTS 1 THROUGH 11 SHALL BE PLACED CLOSEST TO THE SOUTHERNMOST PROPERTY LINE OF THESE LOTS.
2. RESIDENCES BUILT ON LOTS 13 THROUGH 17 SHALL BE PLACED CLOSEST TO THE EASTERNMOST PROPERTY LINE OF THESE LOTS.
3. PROPERTY ON LOT 12 SHALL BE PLACED 25' FROM THE EASTERNMOST PROPERTY LINE OF THAT LOT.
4. RESIDENCES BUILT ON LOTS 19 THROUGH 32 SHALL BE PLACED CLOSEST TO THE SOUTHERNMOST PROPERTY LINE OF THESE LOTS.
5. BUILDERS TO COORDINATE WITH THE PLACEMENT OF ELECTRIC METERS SO THAT FUTURE EXTERIOR FENCES DO NOT BLOCK ACCESS TO METERS.

Certificate of Associate:
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the plat, subdivision and red estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____
 Signed: _____ Name & Address _____
 Source of Title: D.R. _____
 Page _____

Certificate of Associate:
 I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the plat, subdivision and red estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____
 Signed: _____ (Bentonville Planning Commission Chairman)
 Signed: _____ (Mayor City of Bentonville)
 Signed: _____ (City Clerk, City of Bentonville)

Certificate of Survey Accuracy

I, the undersigned, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners are correctly shown and of minimum requirements of the Arkansas Minimum Standards for Land Surveys have been met.

Date of Execution: _____
 Signed: _____
 Registered Land Surveyor
 State of Arkansas

SETBACKS FOR R.O.L. ZONE:
 FRONT LOAD GARAGE 20'
 FRONT YARD 30'
 EXTERNAL SIDE 30'
 REAR 25'
 RIGHT OF WAY 50'/52'
CURRENT ZONING:
 RZ, ZONE
PROPOSED USE:
 RESIDENTIAL SINGLE FAMILY DETACHED
 This document filed for record _____ day, _____
 Signed: _____
 Circuit Clerk

FLOOD HAZARD CERTIFICATION:
 THIS IS TO CERTIFY THAT BY GRAPHIC PLOTTING ONLY, THIS ZONE X AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS PER FEMA FIRM MAP NO. 17050-01-0000, DATED 1985, AND THE FLOOD HAZARD CERTIFICATION OF JUNE 5, 2013 BASED UPON OUR INTERPRETATION OF THE LOCATION OF THE FLOOD HAZARD BOUNDARY LIMITS IN RELATION TO THE PROPERTY LINES.

DESIGNER:
 CARPENTER DESIGN ALTERNATIVES, PA
 134 E. DANA AVE.
 SPRINGDALE, AR 72764
 (501) 799-7500 FAX (501) 799-7500-3070
ENGINEER:
 JAMES LLOYD SERVICES, LLC
 111 W. PINE STREET
 FAYETTEVILLE, AR 72704
 (501) 433-9925
OWNER/DEVELOPER:
 JAMES LLOYD SERVICES, LLC
 111 W. PINE STREET
 FAYETTEVILLE, AR 72704
 (501) 433-9925

LEGEND:
 PROPERTY LINE
 EASEMENT
 STREET CENTERLINE
 ROW LINE
 SITE BENCHMARK
 MAZDA
 RR SPAL
 5/8" FOUND IRON PIN
 5/8" SET IRON PIN
 P.O.C.
 NON-BUILT SIDEWALK
 BUILT SIDEWALK

SCALE:
 1" = 60'

DATE:
 10/17/2017
CHECKED BY:
 JMS

PE LIVINGSTON SQUARE SUBDIVISION
 BENTONVILLE, AR

FINAL PLAT
 James Lloyd Services, LLC
 Fayetteville, Arkansas 72704
 P.O. Box 111
 (501) 433-9925
 jls@jlsurvey.com

REGISTERED PROFESSIONAL LAND SURVEYOR
 JAMES LLOYD SERVICES, LLC
 LICENSE NO. 2389

GRAPHIC SCALE IN FEET
 0 60 120 180 240 300

VICINITY
 Map to Scale
 AR STATE PLAT CODE
 500-199-378-0-210-04-1845

PE LIVINGSTON SQUARE SUBDIVISION
 BENTONVILLE, AR

FINAL PLAT
 James Lloyd Services, LLC
 Fayetteville, Arkansas 72704
 P.O. Box 111
 (501) 433-9925
 jls@jlsurvey.com

REGISTERED PROFESSIONAL LAND SURVEYOR
 JAMES LLOYD SERVICES, LLC
 LICENSE NO. 2389

GRAPHIC SCALE IN FEET
 0 60 120 180 240 300

VICINITY
 Map to Scale
 AR STATE PLAT CODE
 500-199-378-0-210-04-1845

PE LIVINGSTON SQUARE SUBDIVISION
 BENTONVILLE, AR

FINAL PLAT
 James Lloyd Services, LLC
 Fayetteville, Arkansas 72704
 P.O. Box 111
 (501) 433-9925
 jls@jlsurvey.com

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF PE LIVINGSTON
SQUARE SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: FP18-0006).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of PE Livingston Square Subdivision, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 21, 2018; and,

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

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

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

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

Section 1: That the final plat of PE Livingston Square Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 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:

August 28, 2018

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-3122

ACTION REQUIRED:

Recognition by City Council of Thomas and Kathy Duba who reside at 107 Somerset. The property's landscaping was nominated by a Bentonville resident and is the August 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: August 28, 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. Thomas and Kathy Duba, who reside at 107 Somerset are the winners for the month of August in the residential category. The property was nominated by a Bentonville resident.

The Duba's have lived at their residence since 2005. Kathy, a Master Gardener since 2014, uses a mix of plants, including natives and annuals in her landscaping.

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

Respectfully,

Danielle

Danielle Semsrott, AICP
Senior Planner



+++++



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-3122

ACTION REQUIRED:

Recognition by City Council of Bank OZK located at 1010 SE Walton Boulevard. The property's landscaping was nominated by a Bentonville resident and is the August Commercial 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: August 28, 2018
To: Bentonville City Council
From: Danielle Semsrott, AICP, Senior Planner
RE: Commercial Landscaping of the Month Award

Dear Bentonville City Council,

The Commercial Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville business owners because we are proud to have a community that strives to beautify their property and the City of Bentonville.

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

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

Bentonville business owners can nominate themselves or others for the award. Bank OZK, located at 1010 SE Walton Boulevard is the winner for the month of August in the commercial category. The landscaping was nominated by a Bentonville resident.

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

Respectfully,

Danielle

Danielle Semsrott, AICP
Senior Planner



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Approval of an ordinance to enter into an agreement with Total Security Solutions to install window barriers on the first and second floors of the Community Development Building in the amount of \$31,008.00 plus tax and waive the requirement of competitive bidding.

COST TO CITY:

Cost of this Request: \$34,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	34,000
Remaining After Adjustment	\$ 34,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>8/28/2018</u>		
Requested by:	<u>Shelli Kerr</u>		
Department:	<u>Community Development</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Barrier Windows</u>		
Year & Model:	<u>N/A</u>		
Serial #	<u>N/A</u>		
To Be Purchased From:	<u>Total Security Solutions</u>		
	<u>170 National Park Drive</u>		
	<u>Fowlerville, MI 48836</u>		
Amount:	Base Amount:	\$	<u>31,008.00</u>
	Tax:	\$	<u>2,992.00</u>
	*Other:		<u> </u>
	TOTAL	\$	<u>34,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Very few companies in the country specialize in bullet resistant barriers and Total Security Solutions is the only one in the Midwest that manufactures polycarbonate acrylic instead of glazed fiberglass for custom built bullet proof barrier systems. The company is full service from design to fabrication to installation. Their unique design does not require an edge trim, which provides a less institutional look.			
<u> </u> Department Head		<u> </u> Director of Finance & Administration	

MEMO



To: Mayor Bob McCaslin, City Council
From: Shelli Kerr, AICP, Interim Community Development Director
CC Date: August 28, 2018
Re: Waiver of Bid and agreement with Total Security Solutions to install barrier windows

This summer, the Police Department analyzed the Community Development building and made recommendations to improve security. In addition to improved access control for doors, the Police Department recommended the installation of barrier windows at the front desks on each floor.

The Community Development department recommends waiving the requirements of competitive bidding and entering into an agreement with Total Security Solutions to install barrier windows on the first and second floor front desks in the Community Development building in the amount of \$31,008 plus tax.

The recommended direction from the proposal attached in Exhibit "A" is:

Base Bid:	Level 1 uncoated acrylic arched window system:	\$20,894.00
Alternate 1:	Upgrade to Level 3 laminated acrylic:	\$ 7,530.00
Alternate 3:	Line the rear of service counters with Level 3 fiberglass:	<u>\$ 2,584.00</u>
Total:		\$31,008.00

This is not a budgeted item; therefore, staff is requesting a budget adjustment in the amount of \$34,000 to cover the cost estimate plus tax.

TOTAL
SECURITY
SOLUTIONS

PROJECT PROPOSAL

THE EXPERIENCE TO PROTECT. THE COMMITMENT TO RESPOND.

 170 National Park Drive
Fowlerville, MI 48836

 P: + 800.513.1468
F: + 517.223.0805

 info@tssbulletproof.com
tssbulletproof.com

OUR VISION

TSS operates under three guiding principles: **Customer Service** - we deliver an outstanding customer experience on every project; **Customization** - we solve security problems and provide innovative, customized solutions; and **Speed** - we deliver bulletproof barrier systems in as little as four weeks using state-of-the-art equipment and highly-trained craftsmen.

ABOUT TSS

Why TSS

TSS plans, produces, and installs custom bulletproof barriers that fit the design of virtually any work environment - including government, banking, healthcare, utilities, corporate and educational facilities. We thrive on solving complex security problems, and we provide the most comprehensive line of bulletproof products in the industry.

By the Numbers

- Produced 12,367+ jobs
- Protected nearly 10,000 facilities
- Expanded our footprint in all 50 states
- Been recognized as an award winning company by:
 - Michigan's Top 50 Companies to Watch
 - Inc. 5000 Fastest Growing Companies
 - Crain's Detroit
 - Ernst and Young

Our Proven Process

TSS differentiates itself from the competition by designing and building custom bulletproof barrier systems. We respond to the customers needs rather than follow an "assembly line" approach. Our proven process allows us to provide a complete solution - from assessing the threat level all the way through to final installation of the barrier.



ORDER INFORMATION

Quote Submitted To:

City of Bentonville
305 SW A St
Bentonville, AR 72712

Project Information:

PROJECT NAME: City of Bentonville-
PO NUMBER: #
CONTACT: Shelli Kerr
PHONE: (479) 271-3122
EMAIL: skerr@bentonvillear.com

Bill To Address:

City of Bentonville
305 SW A St
Bentonville, AR 72712

Salesperson Information:

CONTACT: Bob Hoshaw
PHONE: (517) 223-7807
EMAIL: bhoshaw@tssbulletproof.com

Ship To Address:

City of Bentonville
305 SW A St
Bentonville, AR 72712

Ship To Notes:

PO NUMBER	PROJECT NAME	SALES PERSON	DATE REQUIRED	PAYMENT TERMS
	City of Bentonville-	Bob Hoshaw		50% Down/Bal. due at install

INITIAL: _____

August 1, 2018

SUMMARY OF PROPOSAL

Thank you for asking us to prepare a Statement of Work for your City of Bentonville- Project. During our initial conversations, we have determined that the main objectives of this project are to:

Base Bid: Furnish and Install / Budget Pricing

1.) 1 1/4" thick Level 1 uncoated acrylic fabricated into an arched window system on two (2) existing service counters. The Level 1 acrylic will extend approximately 60" above the existing countertops.

First Floor: approximately 19 lineal feet with **three (3)** transaction areas.

Second Floor: Approximately 14 lineal feet with two (2) transaction areas and the adjacent return.

2.) Five (5) counter mount stainless steel money trays.

3.) 1/2" thick Non-Bullet resistant acrylic slot louvers to extend above the level 1 acrylic along both enclosures. The first floor louvers will extend approximately 12" above the level 1 acrylic and the 2nd floor louvers will extend approximately 6" above the level 1 acrylic.

4.) All necessary aluminum channels, hardware and fasteners as required for a complete installation.

Base Bid: \$ 20,894.00 Plus Applicable Tax

Alternate:

1.) Provide the system listed above fabricated out of 1 1/4" thick Level 3 LP1250 laminated polycarbonate/acrylic.

Add to Base Bid: \$ 7,530.00 plus tax

2.) Line the rear of the existing service counters with Level 1 fiberglass with a painted black finish.

Add to Base Bid: \$ 2,136.00 Plus Applicable Tax

3.) Line the rear of the existing service counters with Level 3 fiberglass with a painted black finish.

Add to Base Bid: \$ 2,584.00 Plus Applicable Tax

Qualifications & Exclusions:

1.) The price does not include any applicable tax.

The prices, specifications and conditions listed are satisfactory and hereby accepted. Options will be initialed as approved or crossed out as declined. Payment terms included in attachment supplied with quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the Proposal or any other document provided or included in the agreement. This quote shall remain in effect for 60 days from the above date. Customer is responsible for payment of state sales tax.

Sub Total:	\$20,894.00
Tax: 0%	\$0.00
Total Due:	\$20,894.00

INITIAL: _____

August 1, 2018 | **Thank you for your business!**

SUMMARY OF PROPOSAL

- 2.) TSS will field measure, deliver and install the system listed above.
- 3.) Terms: 50% deposit and balance due prior to installation.

The prices, specifications and conditions listed are satisfactory and hereby accepted. Options will be initialed as approved or crossed out as declined. Payment terms included in attachment supplied with quote. In the event of conflicts or discrepancies among the contract documents, interpretations will give priority to the Total Security Solutions Approval Drawings over the Proposal or any other document provided or included in the agreement. This quote shall remain in effect for 60 days from the above date. Customer is responsible for payment of state sales tax.

Sub Total:	\$20,894.00
Tax: 0%	\$0.00
Total Due:	\$20,894.00

INITIAL: _____

August 1, 2018 | Thank you for your business!

EXCLUSIONS

1. Structural calculations not included.
2. Testing for ballistics only. A fully tested assembly unit is not rated for air or water leakage, wind debris, forced entry, fire suppression and/or thermally broken characteristics.
3. Standard anodized selections limited to clear satin and dark bronze. Other options may be requested at an extra charge.
4. Proposal does not include installation unless noted. Customer responsible for their own material take-offs.
5. Warranty is from 1-year of ship date or installation (if noted).
6. 30% restocking fee for TSS approved returns. No returns on custom made items (i.e. doors, windows and/or systems).
7. Total Security Solutions will not pay for liquated damages for failure to meet customer's delivery or construction schedules.
8. In the event of conflicts or discrepancies among specifications and plans, Total Security Solutions' proposal document serves as the defining document.

SIGNATURE: _____ DATE: _____

SALES TERMS & CONDITIONS

Terms inconsistent with those stated herein which may appear on a purchaser's purchase order will not be binding. Typographical and clerical errors are subject to correction. All orders are subject to final acceptance by the seller.

PRICES: Market fluctuations and price discrepancies make it necessary for us to reserve the right to adjust prices without notice. All prices are in U.S. Dollars and must be paid in U.S. Dollars.

ORDERS: Purchase Orders are accepted from established Credit Accounts, and from Municipalities. Orders are considered FINAL upon receipt of a signed proposal, purchase order, or full payment.

CANCELLATIONS: Any purchase order canceled after receipt of a deposit will be subject to a \$250.00 administrative fee. For all other purchase orders canceled, the customer will be responsible for the work performed up to the date of cancellation including all special order material.

PAYMENT: Net 30 Days for established Credit Accounts from the date of invoice. For first time customers or where the purchaser has not established adequate credit, shipments will be made on a prepaid basis only. Advance deposits may be required on special order or unusually large purchases. TSS reserves the right to withhold deliveries on delinquent accounts and to curtail further purchases without prior notice. If Total Security Solutions, Inc proceeds with collection of amounts past due by Customer by law or through an attorney or under the advice thereof, the undersigned agrees to pay all of Total Security Solutions' costs of collection. Credit accounts may be established for projects totaling \$5,000 or more. To establish a Credit Account, please fill out and submit our Credit Application to our accounting department FAX: 517.223.0805.

CREDIT CARDS: We accept Visa, MasterCard, Discover and American Express. For amounts over \$10,000, a 3% finance charge will be assessed on credit card payments.

CHECKS: Projects paid by check must clear the bank prior to shipment. Returned checks will be assessed a service charge of \$25.00 and payment via wire transfer or cashier's check is required within 7 seven days or be placed in collection.

QUOTATIONS: All quotes are valid for 60 days from date of quotation unless otherwise stated. We reserve the right to correct any typographical errors in pricing, descriptions, and terms. For International Quotes, prices do not include Duties, Customs, or Banking Fees.

INTERNATIONAL ORDERS: We will gladly accept any order outside of the U.S.A. and Canada. The only accepted form of payment for an international order is Wire Transfer. Please place your order, and we will email you the Order Amount Total including all Fees and Wire Transfer information. Your order will be shipped as soon as the funds are received.

TAXES: Taxes are additional. We collect taxes on orders from customers in AL, AZ, CA, FL, GA, IL, IN, MI, MD, MS, NC, NJ, NY, PA, SC, TN, TX, VA, and WA. If you are tax exempt from these states please submit a tax exempt certificate to TSS to ensure your account is setup as such. All applicable taxes will be charged for points of delivery if a tax exemption form is not on file. No refunds will be issued should sales tax be assessed and collected due to not having a form on file. If taxes were not collected and tax liability is later determined by a governmental taxing agency, the purchaser agrees to reimburse all taxes paid plus applicable penalties.

SHIPPING: All orders are subject to Freight Charges. All orders are FOB Shipping Point except as agreed in writing. We do our best to get you the best Freight Rate available and ship from the closest location to the customer. Freight charges will be prepaid or added to invoices for open accounts. Separate freight charges may apply if your order contains items shipping from multiple locations. Additional charges may be assessed for other special charges not communicated prior to shipping (i.e. lift-gate, 24hr notice, reconsignment fees, etc.) TSS retains a security interest in each shipment of product until that shipment is paid in full.

SHIPPING CLAIMS: The customer is responsible for inspection of received goods on the date of delivery. Claims for short shipment or damaged goods must be noted on the carrier's delivery receipt. **Do Not Throw Out The Shipping Carton** – inspector must see the carton. TSS should be contacted immediately. TSS assumes no responsibility for delays, losses, or damage to goods in transit. Claims for inaccurate order filing or concealed damage must be made in writing within 15 days of material receipt.

SPECIAL ORDERS: Items that are non-stocked, custom ordered and/or fabricated just for you are noncancellable and non-returnable for any reason. Items ordered in unusually large quantities are also noncancellable and non-returnable.

RETURNED GOODS: Returns or exchanges are relative to product condition and warranty. Approval for returning any item must have a Return Merchandise Authorization number (RMA Number) prior to return. Returns must be in new and unused condition in original packaging. Discontinued, shop and weather worn, and unboxed items are excluded and will not be eligible for credit. Returns must be shipped prepaid. Returns are subject to a restocking fee of 30% depending upon the item and reason for return. Credits for returned goods will be issued less applicable handling and restocking charges. No returns after 30 days. **Important – Items shipped without an RMA number will not be considered for credit.**

MANUFACTURERS WARRANTY: TSS commits to being an advocate for the customer on all warranty issues. Our staff will work to resolve warranty issues in a timely and satisfactory manner. Purchaser shall not be entitled to recover from TSS any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

SIGNATURE: _____

DATE: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TOTAL SECURITY SOLUTIONS TO INSTALL WINDOW BARRIERS IN THE COMMUNITY DEVELOPMENT BUILDING AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1. That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Total Security Solutions to install window barriers in the Community Development Building in the amount of \$31,008 plus tax as set forth in the proposal attached hereto as Exhibit "A", including the base amount plus alternatives 1 and 3.

Section 2. Because very few companies in the country specialize in bullet resistant barriers and Total Security Solutions is the only one in the Midwest that manufactures polycarbonate acrylic instead of glazed fiberglass for custom-built bullet proof barrier systems; the company is full service from design to fabrication to installation; their unique design does not require an edge trim, which provides a less institutional look and is consistent with other window barriers in city facilities, it would be neither practical nor feasible for competitive bidding and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2018.

APPROVED:

Mayor Bob McCaslin

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Approval of a budget adjustment in the amount of \$34,000.00 to install barrier windows on the first and second floor of the Community Development building for improved safety for city staff.

COST TO CITY:

Cost of this Request: \$34,000

Additional Budget Amount \$34,000

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		34,000
Remaining After Adjustment	\$	34,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







CHECK ALL THAT APPLY			
X	Bid Award	Bid #	18-046
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-3125

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for tree purchase and delivery for the 6th Annual Tree Planting Blitz on November 7 to Frank Sharum Landscape for 450 trees in the amount of \$32,718.00. This is a budgeted item.

COST TO CITY:

Cost of this Request: \$32,718

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	35,000
Funds Expended to Date		-
Remaining Budget		35,000
Budget Adjustment		-
Remaining After Adjustment	\$	35,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: Mayor Bob McCaslin, City Council
From: Shelli Kerr, Interim Community Development Director
CC Date: August 22, 2018
Re: Bid award for 2018 Tree Planting Blitz to Frank Sharum Landscape

Recommend Mayor and City Council award the bid for tree purchase and delivery for the 6th Annual Tree Planting Blitz on November 2 to Frank Sharum Landscape for 450 trees in the amount of \$32,718. This is a budgeted item.

The Tree Planting Blitz, now in its sixth year, involves donations and volunteers to make an immediate impact on the environment and aesthetics of Bentonville by planting a large number of trees on public property. The 2018 project is the purchase and planting of 450 trees in 10 varieties. The city budgeted \$35,000 and received a \$25,000 donation from Walmart Stores, Inc., for a total project budget of \$60,000.

The invitation to bid for the purchase and delivery of trees was issued on August 5, 2018 with a bid opening date of August 20, 2018. The city received one bid from Frank Sharum Landscape in the amount of \$32,718 and is within the project budget.

Thank you for your consideration.

IFB-18-046
City of Bentonville Annual Tree Blitz
Bid Opening Date and Time:
08/20/2018 @ 2:00 P.M.

VENDOR	QUANTITY	TOTAL PRICE	DELIVER BY DATE
SHARUM'S LANDSCAPE & DESIGN	450	\$32,718.60	10/26/2018
	450		
	450		
	450		
	450		
	450		
	450		
	450		
	450		
	450		
Recommended Award			



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

INVITATION FOR BID

IFB-18-046

Date of Issuance: **August 5, 2018**

Bid Number: **IFB-18-046**

Bid Opening Date: **August 20, 2018**

Bid Opening Time: **2:00 P.M.**

Questions regarding this bid should be directed to the Purchasing Department at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:00 P.M., August 17, 2018.

Bids must be received by the Purchasing Department prior to 2:00 P.M., August 20, 2018 in a sealed envelope, clearly marked on the outside with bid # IFB-18-046. Bids which must be opened to be identified will be rejected. Late bids will be rejected.

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

EXECUTION OF BID

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

NAME OF FIRM:	Frank Sharum Landscape Design	PHONE NUMBER:	479-646-0517	FAX NUMBER:	479-646-0926
BUSINESS ADDRESS, STREETS:	PO Box 6524	CITY:	El Smith	STATE:	AR
SIGNATURE OF AUTHORIZED PERSON:				DATE:	8/20/18
PRINTED OR TYPED NAME:	Jacob Hart			ROLE:	Gen. Mgr

ARKANSAS SALES OR USE TAX NUMBER: 138197-05-001

STATE CONTRACTORS LICENSE NUMBER: 0004160419

INTENT

The intent of this invitation for bid is for the purchase and delivery of 450 specified assorted trees in 15 gallon containers for the City of Bentonville, Arkansas.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry). Bid price shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.

CONTRACT TERM:

The awarded vendor will receive a single purchase order issued by the City of Bentonville for the purchase and delivery of 450 specified assorted trees in 15 gallon containers.

SCOPE

The city of Bentonville, Arkansas is soliciting bids for the purchase and delivery of 450 specified assorted trees in 15 gallon containers for the City of Bentonville, Arkansas.

DELIVERY

The City Of Bentonville requests delivery on October 26, 2018. If this schedule cannot be met, bidder must state number of days required to place products in the City's designated location. Failure to state delivery time obligates bidder complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City.

Delivery Date: Oct. 26, 2018

EQUIVALENT

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

INVOICING

Bidder shall provide an invoice to the City of Bentonville located at 117 West Central Ave., Bentonville, AR 72712. Failure to do so may cause delay in payment.

PAYMENT TERMS

Net 30 days



Other: _____

Contractor/Vendor Disclosure

Company Name: Frank Sharum Landscape Design

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

☒ Yes ☐ No

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

Immediate Relation includes:

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

N/A

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
 - b. The term "bid" means the offer by the bidder.
 - c. The term "bidder" means the person or organization responding to the solicitation.
 - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
 - e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

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

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

The bidder must state a definite time for delivery of supplies or performance of services.
4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

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

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.
- The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.
- The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.
- Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.
- In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply
- No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.
13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel an order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

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

when the successful bidder is determined and the contract is executed. When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].

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

SPECIFICATIONS

Bidder must indicate, as specified, by placing an "x" in the designated column. Bidder must also provide additional information where indicated.

Bids should be based on the following:

TREE SPECIES	QUANTITY	AS SPECIFIED
Chinese Pistache	40	X
Loblolly Pine	40	X
Black Gum	65	X
Shantung Maple	40	X
Red Oak	40	X
Willow Oak	40	X
Sweet Gum - Fruitless variety	40	X
London Planetree	40	X
Tulip Poplar	65	X
American Elm 'Princeton'	40	X
Total	450	X

All trees must be in 15 gallon containers

PRICING SHEET

Bid prices shall include all costs per item, including all tax and delivery to the City of Bentonville, Arkansas.

Tree Species	Price Per Tree (Each)	Quantity	Extended Price
Chinese Pistache	\$ 75.00	40	\$ 3,000.00
Loblolly Pine	\$ 54.00	40	\$ 2,160.00
Black Gum	\$ 70.00	65	\$ 4,550.00
Shantung Maple	\$ 60.00	40	\$ 2,400.00
Red Oak	\$ 60.00	40	\$ 2,400.00
Willow Oak	\$ 60.00	40	\$ 2,400.00
Sweet Gum - Fruitless variety	\$ 60.00	40	\$ 2,400.00
London Planetree	\$ 60.00	40	\$ 2,400.00
Tulip Poplar	\$ 60.00	65	\$ 4,290.00
American Elm 'Princeton'	\$ 60.00	40	\$ 2,400.00
+ 9.5% Tax		Total Price	\$ 32,718.00
\$ 2,838.00			

Total price includes
Sales tax listed.

-88

License No. 0004160419

ID #1379

State of Arkansas
Commercial Contractors Licensing Board

FRANK SHARUM LANDSCAPE DESIGN, INC.
PO BOX 6524
FORT SMITH, AR 72906

FRANK SHARUM LANDSCAPE DESIGN, INC.

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY

Landscaping with Planting

Landscaping, Irrigation, Lawn Sprinklers, Streams

This contractor has an unlimited suggested bid limit.

from April 13, 2018 until April 30, 2019 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



CHAIRMAN

SECRETARY

April 13, 2018 - jo



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley Right of Way located between Lot 1 & Lot 15/16 of Cooks Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





**Alley Vacation
Cooks Addition**

1 inch = 73 feet



ORDINANCE NO _____

AN ORDINANCE VACATING AN ALLEY RIGHT OF WAY LOCATED BETWEEN LOT 1 & LOT 15-16 OF COOKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed by Terry Ging, with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate an alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 10 FOOT WIDE ALLEY LOCATED BETWEEN LOTS 15 & 16 IN BLOCK 1 COOKS ADDITION AT 813 & 815 NW B STREET AND TRACT 1 IN BLOCK 1 COOKS ADDITION AT 900 NW C STREET ALL IN BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A FOUND PIN FOR THE SW CORNER OF LOT 1 GREEN OAKS ADDITION, THENCE S87°19'26"E 5.00 FEET TO THE NW CORNER OF LOT 15 COOKS ADDITION, THENCE S02°47'13"W 148.91 FEET TO THE SE CORNER OF LOT 16 COOKS ADDITION, THENCE N86°47'57"W 5.00 FEET, THENCE N86°56'07"W 5.00 FEET TO THE EAST LINE OF TRACT 1, THENCE N02°47'13"E 148.91 FEET TO THE NE CORNER OF TRACT 1 COOKS ADDITION, THENCE S87°19'20"E 5.00 FEET TO THE POINT OF BEGINNING.

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

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

Section 1: The City of Bentonville, Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to an alley right of way designated as follows:

A 10 FOOT WIDE ALLEY LOCATED BETWEEN LOTS 15 & 16 IN BLOCK 1 COOKS ADDITION AT 813 & 815 NW B STREET AND TRACT 1 IN BLOCK 1 COOKS ADDITION AT 900 NW C STREET ALL IN BENTONVILLE, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A FOUND PIN FOR THE SW CORNER OF LOT 1 GREEN OAKS ADDITION, THENCE S87°19'26"E 5.00 FEET TO THE NW CORNER OF LOT 15 COOKS ADDITION, THENCE S02°47'13"W 148.91 FEET TO THE SE CORNER OF LOT 16 COOKS ADDITION, THENCE N86°47'57"W 5.00 FEET, THENCE N86°56'07"W 5.00 FEET TO THE

EAST LINE OF TRACT 1, THENCE N02°47'13"E 148.91 FEET TO THE NE CORNER OF TRACT 1 COOKS ADDITION, THENCE S87°19'20"E 5.00 FEET TO THE POINT OF BEGINNING

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2018, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

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

BOB MCCASLIN, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

A resolution setting a public hearing for September 11, 2018 for a Alley and Street Right of Way Vacation requested by CEI Engineering located in W.A. Burk's Addition.

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





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting Alley Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

A portion of the alleys and street rights of way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which portion is more particularly described as follows, to wit:

An Existing Alley Right of Way, approximately twelve (12) feet wide, running North and South in Block 12, between Lot 7 to the West and Lot 19 to the East.

An Existing Alley Right of Way, approximately twelve (12) feet wide, running East and West in Block 12, between Lot 19 to the North and Lot 18 to the South.

An Existing Street Right of Way, approximately fifty (50) feet wide, running North and South, between Lots 1 through 7 in Block 16 to the East and Lots 13 through 19 in Block 12 to the West.

An Existing Street Right of Way, approximately fifty (50) feet wide, running East and West, between Lot 1 in Block 16 to the North and Lots 12 in Block 15 to the South

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing September 11, 2018 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2018 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Bob McCaslin, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Chuck Chadwick

Department

Airport Manager

Phone

479-271-3168

ACTION REQUIRED:

A resolution authorizing the Mayor and City Clerk to enter into a Through the Fence Airport Access Agreement with VBT Flying Centre, LLC.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: August 17, 2018

TO: City Council, Mayor McCaslin

FROM: Chuck Chadwick, Airport Manager

I am requesting a resolution seeking Council approval to authorize the Mayor and City Clerk to execute the Through The Fence Airport Access Agreement with VBT Flying Centre, LLC; for access at the Bentonville Municipal Airport as outlined in the Agreement attached to the proposed resolution as Exhibit "A".

I am an Arkansas licensed attorney and the contracted Airport Manager for the City of Bentonville. I approve this document

The Agreement was negotiated between the parties, with input from other members of the city staff. The Agreement has been approved by the Federal Aviation Administration, Airport Compliance Program Manager for the FAA Southwest Region. The Agreement has been approved by the Bentonville Municipal Airport Advisory Board.

It is my opinion that this contract is in the best interest of the Bentonville Municipal Airport and I request Council approval.

BENTONVILLE MUNICIPAL AIRPORT
THROUGH THE FENCE AIRPORT ACCESS AGREEMENT

This Through The Fence Airport Access Agreement ("Agreement") is made and entered into this ____ day of _____, 2018, by and between the City of Bentonville, Arkansas, a Municipal Corporation of the State of Arkansas (referred to as "Owner"), and VBT Flying Centre, LLC, a limited liability company organized and existing under the laws of the State of Delaware (referred to as "User"), located at 2205 SW "I" Street, Suites 100 (restaurant) and 103 (gateway and 2nd floor), Bentonville, Arkansas 72712;

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, City of Bentonville, Arkansas is the owner (Owner) and operator of Bentonville Municipal Airport (KVBT), located in the County of Benton, State of Arkansas (the "Airport"), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the state code, among other federal, state, and local laws, rules and regulations; and

WHEREAS, the User owns certain real property immediately adjacent to the physical property of the Airport; and

WHEREAS, the User seeks the right to access "through-the-fence" to the Airport property and to its runway and taxiway system; and

WHEREAS, the parties desire to enter into this Agreement to comply with Federal Aviation Administration rules, regulations and advisory circulars that permit general aviation airport sponsors to enter into through-the-fence agreements with property owners provided the parties hereto comply with certain conditions as set forth in this Agreement.

Now, therefore and in consideration of the mutual terms and conditions hereinafter set forth, the Owner and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

1.1 For purposes of this Agreement, the property with right of access includes that certain property more particularly described as the footprint of the building in the approximate size of 8,020 square feet as shown on the attached Exhibit "A" (the "Access Property").

ARTICLE II – TERM OF AGREEMENT

2.1 The term of this Agreement shall have a beginning effective date of May 1, 2018, and shall continue for a 44-year period, through and ending at Midnight, April 30, 2062 (the "Term"), same being the term of the associated Land Lease Agreement between Owner and VBT Flying Centre, LLC, for the Display Hangar.

ARTICLE III – AUTHORIZED ACCESS POINTS

3.1 Said access points shall be:

A) On the west side property line that is located at the dividing line of the “Display Hangar” portion of the building and the “Restaurant/Business/Office area of the building. Said “Display Hangar” location is more particularly described in Exhibit “A” hereto.

B) At the entrance/exit area of the Flight Center building more particularly reflected on the drawing attached hereto as Exhibit “A”.

ARTICLE IV – AUTHORIZED USES OF ACCESS

4.1 The use of any property located within the current or future boundaries of the Airport shall be consistent with the most recent Airport Master Plan and Airport Minimum Standards. Owner expressly approves the Aeronautical Activity as set forth in Section 4.2 of this Agreement and the transfers of guests, invitees, tenants (or their guests or invitees), or pedestrians and equipment from the Access Property to the Airport property necessary or convenient to the operation of the facility and businesses located therein. User agrees that all other uses of the Access Property must be approved by the Owner and said access to the Airport property shall be predominantly for aviation use. All future additions to structure or structures accessing the Airport shall be subject to prior approval by Owner. In the event that User uses the Access Property for purposes other than the purposes stated above beyond any applicable cure period, then User shall be deemed to be in default of this Agreement.

4.2 Aeronautical Activity. The following “Aeronautical Activity” is expressly authorized on Access Property: general and corporate aviation fixed base operations (with the exception of the Sale of Aviation Fuels as set forth below), air taxi and charter operations, pilot training, aircraft rental and sightseeing, aerial photography, aircraft sales and services, retail, restaurant, equipment rental, aviation museum and general display of aircraft, and fractional aircraft ownership with associated events and activities (flying club).

ARTICLE V – PROHIBITIONS

5.1 Sale of Aviation Fuels Prohibited: User shall not permit any person or entity to sell aviation fuels on Access Property. The “Sale of Aviation Fuels” is defined as the location where the act of fuel flowing is occurring, it being understood and agreed that the User may have located on the Access Property certain point of sale equipment where the fuel purchase is totaled, accounted and paid. However, in no circumstance shall the User permit or allow any person or entity to fuel aircraft or other equipment within the boundaries and upon the Access Property.

5.2 Prohibitions and Restrictions on Access: Except as expressly permitted in this Agreement, the User is specifically prohibited from granting or selling any access/egress to the Airport through the Access Property to any other parties. This restriction also includes the User taking reasonable precautions acceptable to the Owner to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc.

5.3 Prohibited Activity on the Property with right of Access Property. User agrees not to conduct or permit to be conducted any activity on the Access Property which would interfere with or be a hazard to flight of aircraft either to or from the Airport, or interfere with the ground movement of aircraft at the Airport, or interfere with air navigation and communication facilities serving the Airport. User agrees that no additional structure will be erected or natural objects created on the Access Property which would constitute a hazard to air navigation.

5.4 Mechanic's or Materialmen's Liens. User agrees that during the Term of this Agreement no mechanic's or materialmen's liens affecting the Airport property or any improvements thereon shall be suffered to arise, and that in the event any such lien does arise, the User shall promptly discharge or bond over same, and if default in the payment thereof shall continue for forty-five (45) days after receipt of written notice of such lien and demand for its discharge or the posting of a bond given to the User by Owner, then the Owner shall have the right and privilege, at its option, to pay the same, and the amount so paid, including expenses, shall at the option of the Owner be additional fee due from the User immediately with interest thereon at the rate of eight percent (8%) per annum from the date on which such payment was made; provided, however, that if the User denies the validity or amount of any asserted mechanic's or materialmen's lien on the Airport property or any improvement thereon, the User, at its expense, shall have a reasonable opportunity to contest such validity by appropriate legal proceedings and Owner shall assist User in prosecuting such contest, including but not limited to, providing necessary information, including necessary documents, and permitting User to contest in the name of Owner if required by any existing or hereinafter enacted law, regulation or procedure. It is agreed by the parties hereto that as between the parties hereto, in the event of such contest User shall be responsible for all litigation costs including court fees and costs, attorney fees, discovery costs, travel costs, and any and all other costs, with User holding Owner harmless thereon.

ARTICLE VI – ACCESS FEE TO OWNER

6.1 User agrees to pay the following access fee to the Owner ("Access Fee"):

Owner's Basis for Access Fee: The Access Fee is based on the land lease rates and charges of other on-Airport tenants and operators making similar use of the Airport. User will make a one-time, net present value (NPV) payment calculated to be equivalent to what 44 years of annual ground lease payments would be if the privately owned facility was on Airport property. The Access Fee is calculated using the square footage of the footprint of the building, which is approximately 8,020 square feet.

In order to reflect all potential increases in on-Airport fees outlined above throughout the Term of this Agreement, a 2% annual inflation of equivalent ground lease rates was included in the NPV calculation. In lieu of 44-years of annual payments, a one-time NPV payment of \$25,140 is due to Owner within 30 days of this Agreement. Owner acknowledges that once the Access Fee is paid, no further payment of such is due during the Term of this Agreement, except as otherwise expressly required by this Agreement.

6.2 Payment: The Access Fee payment shall be made payable to the "Owner," and shall be delivered or mailed to the address below:

City of Bentonville
117 West Central
Bentonville, AR 72712

6.3 Penalty for Late Payment: Owner will assess a late penalty of \$100 for every day User fails to remit payment after the payment date described above.

ARTICLE VII CONSTRUCTION AND MAINTENANCE OF ACCESS USE INFRASTRUCTURE

7.1 Present Construction Costs: It is understood and agreed that the User shall construct all access use infrastructure, acceptable to the Owner, at User's sole cost and expense, such present day required access use infrastructure such as, fence, sign(s), gates, security controls, etc., as listed and depicted in Exhibit "A" to this Agreement. These costs are in addition to the Access Fee described above.

7.2 Future Construction Costs: It is understood and agreed that situations may change in the future and that additional access use infrastructure may be required in able to secure the Airport property at the authorized access points. User expressly agrees to timely pay any and all costs associated with access use infrastructure (fence, sign(s), electrical power, gates, security controls, etc.), located on the Access Property, as may be reasonably requested by Owner and generally applicable to User and all other users, or as required in the future by the FAA or other applicable federal law. Such construction costs are in addition to the Access Fee described above.

ARTICLE VIII AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS WITH UNITED STATES, AND FEDERAL OBLIGATIONS

8.1 This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the Owner and the United States Government, or to any order issued by the United States Government, or to any grant assurances of the Airport, or to any of the Airport's or the Owner's Federal obligations. The Parties hereto acknowledge that the each party shall have the express right to amend or terminate this Agreement to ensure Owner's continued compliance with all grant assurances and Federal property conveyance obligations. Additionally, the transfer or assignment of this Agreement is expressly prohibited.

The User agrees to abide by the Airport Rules and Regulations and FAA Advisory Circulars in effect as of the date of this Agreement and as may be amended from time to time.

ARTICLE IX - TERMINATION OF AGREEMENT

9.1 Events of Default by User: Owner, at its option, may declare this Agreement terminated in its entirety upon the happening of and continuance beyond any applicable cure period of any one or more of the following events and may exercise all rights related to the termination of this Agreement:

- 9.1.1 The User Access Fee outlined in Article VI, or any part thereof, is unpaid for 30 days, or;
- 9.1.2 If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if the User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign its interest herein without the required prior written consent of Owner; or;
- 9.1.3 If User shall use or permit the use of the User's Access Property at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, (including the airport rules and regulations), of which User has specifically been made known of by Owner and has agreed to conform.
- 9.1.4 User fails to meet any term or condition of this Agreement.
- 9.1.5 Notice of Default: If the User shall default in the performance of any other term of this Agreement (except the payment of the Access Fee), then the Owner shall send to the User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
 - 9.1.5.1 If the User shall fail to timely cure and remedy such default, the Owner shall have the right to declare, by written notice to the User, that the User is in default, and to use all remedies available to the Owner under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.
- 9.1.6 Termination of this Agreement for non-payment of Access Fee to Owner by User shall not become effective until after the expiration of fifteen (15) days written notice thereof by Owner to User and User fails to pay all moneys owed, fully within said period.

ARTICLE X – INDEMNITY

10.1 Except to the extent caused by Owner's gross negligence, willful misconduct, or fraud, Owner shall not be liable for any personal injury to the User or to its officers, agents, employees, invitees, licensees or to any other occupant of any part of the Access Property, or for any damage to any property of User or of any other occupant of any part of the Access Property, to the extent arising from action of the elements or occupants of adjacent properties. In the event an action, claim or suit is commenced against Owner as a result of any such personal injury or damage occurring on the Access Property, User agrees to hold Owner harmless from any liability or responsibility therefor, including attorney's fees and all pre litigation and litigation costs of the action.

ARTICLE XI – INSURANCE

11.1 User shall maintain in force during the Term and any extended term, public liability insurance including, airport liability for property damage, personal injury or death, and any excess liability in umbrella form, with such coverage and limits as reasonably may be required by the Owner from time to time, but in no event for less than the sum of One million (\$1M) Dollars combined single limit. An insurer licensed or authorized to do business in the State of Arkansas shall issue the insurance policy. The City of Bentonville, its Council Members, Advisory Boards, trustees, agents, officers, servants, and employees shall be named as an additional insured on said liability policies at no expense to the Owner.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, the Owner may require that the User shall reduce or eliminate such deductibles or self-insured retentions as it relates to the City of Bentonville, its Council Members, Advisory Boards, trustees, agents, officers, servants and employees.

Concurrent with the execution of this Agreement, User shall provide the Owner a certificate of User's insurance coverage, a copy of the declarations page of the insurance policy, and a copy of all endorsements. The certificates of insurance, or endorsements attached thereto, shall provide that:

- A. The insurance cannot be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the Owner;
- B. The City of Bentonville, its Council Members, Advisory Boards, trustees, agents, officers, servants, and employees shall be named as an additional insured;
- C. The policy shall be considered primary as regards to any other insurance coverage the Owner may possess, including self-insurance retention or deductible the Owner may have, and any other insurance coverage the Owner may possess shall be considered excess insurance only.
- D. The limits of liability required are on an occurrence basis.

- E. The policy shall be endorsed with a severability of interest or cross-liability endorsement, providing that the coverage shall act for each insured and each additional insured; however, nothing contained therein shall act to increase the limits of liability of the insurance company.

Upon failure to provide such documentation, the Owner may, after notice and User's ability to cure, and at its sole option either:

- A. Exercise the Owner's rights as provided in the default provision of this Agreement; or
- B. Procure insurance coverage at User's expense whereupon User shall immediately reimburse the Owner for such expense.

11.2 If notice of canceled, change in coverage or reduced limits is given to Owner, or if the insurance coverage required herein is canceled, changed in coverage or reduced in limits, User shall, within fifteen (15) days of receipt of notice from the Owner, but in no event later than the effective date of the cancellation, change or reduction, provide to the Owner a certificate showing that insurance coverage has been reinstated or provided through another qualified insurance company.

11.2.1 Upon failure to provide such certificate, the Owner may, without further notice, and at its sole option either:

- A. Exercise the Owner's rights as provided in the default provision of this Agreement; or
- B. Procure insurance coverage at User's expense whereupon User shall immediately reimburse the Owner for such expense.

ARTICLE XII- NOTICES

12.1 Notice/Addresses: All notices, requests, or other communications, required or permitted to be given hereunder shall be in writing and delivered by via certified or registered mail, addressed to the appropriate party at its address as follows or as may be amended from time to time:

To Owner:

City of Bentonville
ATTN: Mayor
117 West Central
Bentonville, AR 72712

With a copy to:

Airport Manager
City of Bentonville
117 West Central
Bentonville, AR 72712

To User:

VB Flying Centre, LLC
PO Box 1860
Bentonville, AR 72712

The time of giving of such notice when sent by U.S. mail shall be deemed to be the time when the same is received or delivery refused as shown by the return receipt.

ARTICLE XII – ENTIRE AGREEMENT

12.1 Entire Agreement. Unless modified or supplemented in writing and signed by the party or parties to be charged, this Agreement constitutes the entire agreement between the parties. Except as aforesaid, any other understandings, agreements or negotiations are deemed merged herein and shall be interpreted in accordance with the law of the State of Arkansas.

ARTICLE XIII – JURISDICTION AND VENUE

13.1 Jurisdiction and Venue. Jurisdiction and Venue for any and all dispute resolution concerning this Agreement shall be Benton County, Arkansas.

[SIGNATURE PAGE FOLLOWS]

WITNESS the execution hereof, by the parties hereto, in any number of counterpart copies each of which counterpart copies shall be deemed as an original for all purposes, as of the effective day and year first above written.

OWNER: CITY OF BENTONVILLE

ATTEST:

By: _____
Bob McCaslin, Mayor

Linda Spence, City Clerk

APPROVED: BENTONVILLE AIRPORT ADVISORY BOARD

By: _____
Chairman, Richard Ham

USER: VBT FLYING CENTRE, LLC

Signature: _____
Printed Name: _____
Title: _____

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

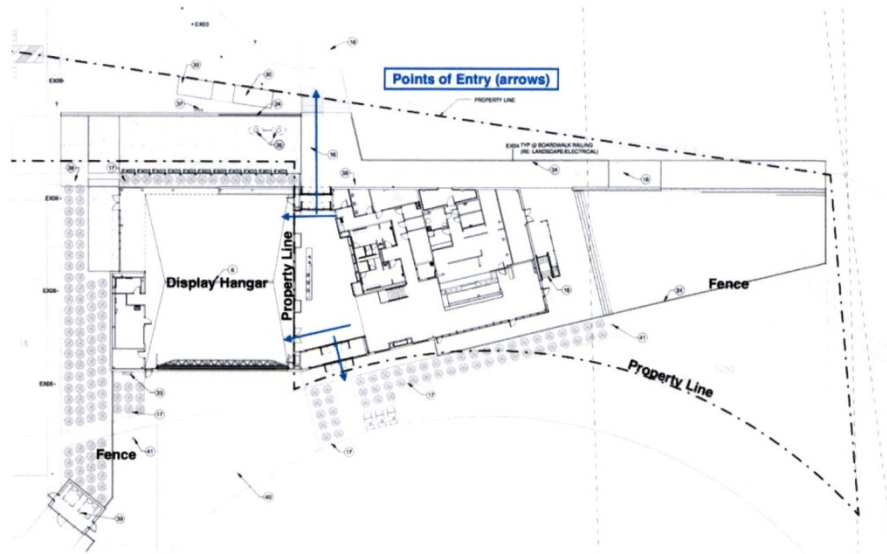
On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named _____, to me well known, who acknowledged himself to be the _____ of Lonesome Tree Properties, LLC, the User in the above and foregoing Agreement, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of said limited liability company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2018.

Notary Public

My Commission Expires:

EXHIBIT "A"



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A THROUGH THE FENCE AIRPORT ACCESS AGREEMENT WITH VBT FLYING CENTRE, LLC.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a Through The Fence Airport Access Agreement with VBT Flying Centre, LLC; for access at the Bentonville Municipal Airport as outlined in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve Clinard Construction to begin Phase 1 construction for Station # 7. The total cost of Phase 1 shall not exceed \$351,000.00.

COST TO CITY:

Cost of this Request: \$350,000

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





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Jake Harper, Finance Director, Camille Thompson, Staff Attorney, Jessica Thurman, Asst. Finance Director, Gladys Shoemake, Purchasing Manager
Date: August 28, 2018
Re: Site Construction for Station # 7

Fire Department Staff recommends Council approve the Phase 1 construction for Station # 7.

On April 12, Council approved the contract for Clinard Construction to manage the construction of Fire Station # 7. Clinard Construction's contract has two parts, Phase 1 includes all site prep, and Phase 2 is the construction of the building.

Phase 1 construction will include the following items:

- Erosion Control
- Construction Entrance
- Earthwork, Remove and Stockpile Topsoil
- Earthwork, Excavate and Haul Off
- Earthwork, Import Place and Compact
- Class 7 Base Material
- Storm Drains
- Hydro-seeding
- Fire line and Hydrant, including street bore
- Electrical, Primary Conduit

Clinard Construction received bids for construction of Phase 1. (Bid Sheets attached)

Attached is the Guaranteed Maximum Price Amendment for Phase one, and that we will bring a second one for Phase two.

Total cost of Phase 1 not to exceed \$351,000.00.

Bid Tabulation - Bentonville Fire Station #7

Bid Package #1 - Earthwork (and Storm Drain)

	Base Bid	Imported Structural Fill Per Cu Yd	Haul Off Excess Materials Per Cu Yd	Rock Excavation Per Cu Yd
Arco	\$222,300.00	\$14.50	\$11.00	\$160.00
Dean Crowder Construction	\$164,425.90	\$12.85	\$10.05	\$350.00
Diamond C	\$208,956.08	\$13.55	\$10.93	\$300.00
Keith Austin Construction	\$167,000.00	\$9.23	\$7.67	\$500.00
M&S Builders	Bid Rejected			

Bid Package #2 - Water Utilities

Arco	\$85,000.00
Dean Crowder Construction	\$44,785.00
Diamond C	\$36,593.75

Bid Package #3 - Electrical

Arco	\$12,000.00
Barnett Electric	\$11,560.00
Dolie Electric	\$14,323.00
Dyer Electric	\$19,500.00



AIA® Document A133™ – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:
(Name and address or location)

City of Bentonville – Fire Station #7
Phase 1 Early Site Preparation Only

THE OWNER:
(Name, legal status and address)

City of Bentonville
117 W. Central
Bentonville, Arkansas 72712
Telephone Number: (479) 271-3115

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Clinard Construction Management, Inc.
615 N. Walton Blvd. Suite D
Bentonville, Arkansas 72712

mclinard@clinardconstruction.com
Tel: 479-271-6212
Fax: 479-271-2490

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum for Early Site Preparation Package is guaranteed by the Construction Manager not to exceed Three Hundred Fifty Thousand Nine Hundred Fifty Two and 41/100 Dollars (\$ 350,952.41), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Please see attached Takeoff Worksheet date 08/07/2018

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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User Notes: (1312969297)

(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
------	----------------

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Project Manual for Fire Station #7 by CEI Engineering Project No. 30661 – Issued July 10, 2018

Section	Title	Date	Pages
---------	-------	------	-------

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Large Scale Development Plans
 Fire Station #7
 Prime Avenue
 Bentonville, AR
 Dated 5/11/2018

Number	Title	Date
--------	-------	------

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Invitation to Bid and Bid Form

Addendum #1 – June 9, 2015

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

November 30, 2018

Init.

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 User Notes: (1312969297)

2

|

OWNER (Signature)



Bob McCaslin Mayor
(Printed name and title)

J. Mark Clippard President
(Printed name and title)

Init.

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User Notes:

(1312969297)

3



Takeoff Worksheet

Clinard Construction Management, Inc.

Job# 3072 to 3072, Phase# 1 to 1

08/07/18
9-5-0-21
09:59 AM
Jmark
Page # 1

Assembly#	Part#	Description	Unit	Extended Quantity	Cost	Ext. Cost	Ext. Price
Job: 3072 Bentonville Fire Station #7							
	1017	Printing & Reproductions	LS	1.00	300.000000	300.00	300.00
	1031	Bonds & Surety	LS	14.40	346.000000	4,982.40	4,982.40
	1032	Builders Risk Insurance	MO	4.00	500.000000	2,000.00	2,000.00
	1042	Project Manager	MO	4.00	3,500.000000	14,000.00	14,000.00
	1043	Superintendent	MO	4.00	7,000.000000	28,000.00	28,000.00
	1060	Safety & OSHA	LS	1.00	500.000000	500.00	500.00
	1310	Survey & Layout	LS	1.00	500.000000	500.00	500.00
	1410	Testing Lab Services - Site	LS	1.00	10,000.000000	10,000.00	10,000.00
	1514	Construction Toilets	MO	4.00	95.000000	380.00	380.00
	1545	Trash Removal & Cleanup	MO	1.00	600.000000	600.00	600.00
	1590	Job Trailer	MO	4.00	250.000000	1,000.00	1,000.00
	1925	Contingency - 5%	Pct	0.05	327,668.560000	16,383.43	16,383.43
	2013	Erosion Control - Phase 1	INCL				
	2012	Construction Entrance - Phase 1	INCL				
	2114	Earthwork, Remove & Stockpile Topsoil - Phase 1	BID	1.00	164,425.900000	164,425.90	165,083.60
	2113	Earthwork, Excavate & Haul Off - Phase 1	INCL				
	2215	Earthwork, Import Place & Compact - Phase 1	INCL				

Takeoff Worksheet

Continued

08/07/18

Page # 2 of 2

Assembly#	Part#	Description	Unit	Extended Quantity	Cost	Ext. Cost	Ext. Price
	2501	Class 7 Base Material	INCL				
	2720	Storm Drains	INCL				
	2940	Hydroseeding, Revegetation of Disturbed Area	INCL				
	15305	Fire Line & Hydrant including Street Bore	BID	1.00	44,785.000000	44,785.00	44,964.14
	16050	Electrical, Primary Conduit Only	BID	1.00	11,560.000000	11,560.00	11,606.24
	16050	Electrical, Temporary Pole & Job Trailer Power	CO#1 Bid	1.00	650.000000	650.00	652.60
	17000	CCMI Fee - Pre-construction & Phase 1 Constr	BID	1.00	50,000.000000	50,000.00	50,000.00
Grand Totals:					350,066.73	350,066.73	350,952.41

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO GUARANTEED MAXIMUM PRICE AMENDMENT #1 TO THE EXISTING AGREEMENT WITH CLINARD CONSTRUCTION MANAGEMENT, INC. FOR PHASE ONE OF BENTONVILLE FIRE STATION #7 CONSTRUCTION.

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 Guaranteed Maximum Price Amendment #1 to the existing agreement with Clinard Construction Management, Inc. for Phase 1 construction of the Bentonville Fire Station #7 as per the for the City of Bentonville as set forth in the Amendment 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 #	
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve a budget adjustment in the amount of \$263,004.00 to complete Phase 1 construction of Station # 7.

COST TO CITY:

Cost of this Request: \$351,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	87,997
Funds Expended to Date		
Remaining Budget		87,997
Budget Adjustment		263,004
Remaining After Adjustment	\$	351,001

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

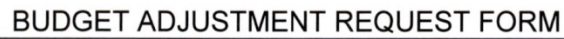
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Jake Harper, Finance Director, Camille Thompson, Staff Attorney, Jessica Thurman, Asst. Finance Director, Gladys Shoemake, Purchasing Manager
Date: August 28, 2018
Re: Budget Adjustment for Phase 1 Construction of Station # 7

Fire Department Staff recommends Council approve a budget adjustment for \$263,004.00 for the Phase 1 construction of Station # 7.

Completing this phase of construction, will allow the construction of the building to begin when funds are available.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Fire Department Staff recommends Council approve a bid waiver to Sunbelt Fire in the amount of \$633,000.00 to replace our existing support vehicle. This purchase is in the 2018 budget in the amount of \$640,000.00 and will be purchased from Houston-Galveston Area Council cooperative purchasing contract.

COST TO CITY:

Cost of this Request: \$633,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	640,000
Funds Expended to Date		
Remaining Budget		640,000
Budget Adjustment		-
Remaining After Adjustment	\$	640,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Inter-office Memorandum

To: Mayor McCaslin and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director, Gladys Shoemake, Purchasing Administrator
Date: August 14, 2018
Re: Vehicle Purchase

Fire Department Staff recommends Council approve the purchase for an E-ONE Typhoon Custom 18' Non-Walkin Support Truck.

The Fire Department budgeted \$640,000.00 in 2018 to purchase a replacement vehicle for our existing 18-year-old support truck.

The existing support truck has 40,000 road miles and 5211 engine hours. 5211 hours X 25 miles-per-hour, the truck has about 130,000 miles on the engine and transmission.

A support vehicle has many different disciplines that it supports, i.e. hazardous material, high angle rescue, confined space, firefighting equipment, SCBA air cascade, and extrication.

This purchase would be through the HGAC Cooperative (Houston-Galveston Area Council); the fire department has been buying fire apparatus through this co-op since 2009.

REQUEST FOR WAIVER OF BID

Date	<u>8/14/2018</u>		
Requested by:	<u>Brent Boydston</u>		
Department:	<u>Fire</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Replacement Support Apparatus</u>		
Year & Model:	<u>2019 E-ONE</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Sunbelt Fire</u>		
	<u>8050 McGowin Dr.</u>		
	<u>Fairhope, AL. 36532</u>		
Amount:	Base Amount:	\$	<u>633,000.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>633,000.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Purchasing this vehicle from the Houston-Galveston Area Council (HGAC) cooperative buying contract. Contract # FS12-17. Sunbelt Fire is the only dealer for E-ONE emergency vehicles in the State of Arkansas. The Bentonville Staff is trained to operate and maintain E-ONE vehicles. Sunbelt Fire has a service center in Bryant Arkansas and shown excellent customer service in the past when service is needed on our E-ONE fleet. If this bid waiver is approved, it will save \$28,350.00 due to a price increase that will take effect on September 17, 2018.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			



8050 McGowin Drive • Fairhope, AL 36532 • Office: 800.642.8484 • Fax: 251.928.9933 • www.sunbeltfire.com

FIRE APPARATUS PROPOSAL

FOR: Bentonville Fire Department
Bentonville, AR

DATE: 7/30/2018

We are pleased to submit our bid for your consideration on the following complete in strict accordance with the attached proposal for:

One (1) or more E-ONE Typhoon Custom 18' Non-Walkin Rescue Truck per the attached configuration

Total Price: \$633,000.00

Should you elect to prepay 100% of the contract price at the time of order, you may deduct \$13,380.00 from the proposal price. This includes provision of a performance bond guaranteeing the investment.

Pricing for this proposal is based on HGAC Contract FS12-17. Complete audit paperwork will be submitted upon receipt of the purchase order documents.

A factory trained instructor shall deliver the unit and familiarize department personnel unless factory acceptance and familiarization is preferred. Proper manuals shall be furnished.

Delivery on the above shall be within 330-360 calendar days, F.O.B. Bentonville, AR.

Delivery is subject to delays due to war, fire, labor disputes, strikes, acts of God, government regulations, failure of suppliers to deliver, chassis shortage in the case of commercial chassis, accidents, and other causes beyond our control.

This quotation is good for 30 days. E-ONE will be experiencing a price increase on September 17. If this order is not place prior to that date, the price will increase by \$28,350.00. The pricing provided is exclusive of all Federal, State and Local taxes and any other fees which may apply unless specifically noted herein.

The vehicle proposed will be constructed at E-ONE, Inc. of Ocala, Florida. Sunbelt Fire, Inc. is the authorized dealer for E-ONE in this area. Service and parts are available through Sunbelt Fire, Inc. Service is available from locations in Bryant, Lexington, MS and Fairhope, AL.

Respectfully submitted,

By:

Clint Harper – Territory Manager

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUNBELT FIRE FOR THE PURCHASE OF A 2019 E-ONE SUPPORT APPARATUS FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Sunbelt Fire for the purchase of a 2019 E-One Support Apparatus for the Bentonville Fire Department in an amount not to exceed \$633,000.00 as set forth in the agreement attached hereto as Exhibit A.

Section 2: Because Sunbelt Fire is the exclusive dealer for E-One emergency vehicles in the State of Arkansas, and because Bentonville Fire Department Staff is trained in the operations and maintenance of E-One vehicles, allowing for consistency and efficiency, 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	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of a sanitary sewer interceptor in southwestern Bentonville in an amount not to exceed \$121,350.00. Sewer capacity fees will be utilized to fund this agreement.

COST TO CITY:

Cost of this Request: \$121,350

Additional Budget Amount \$121,350

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		121,350
Remaining After Adjustment	\$	121,350

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo

To: City Council, Mayor McCaslin
From: Mike Bender
CC:
Date: August 20, 2018
Re: CEI Agreement – SW Sewer Interceptor 8-28-18

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of a sanitary sewer interceptor in southwestern Bentonville in an amount not to exceed \$121,350.00. Sewer capacity fees will be utilized to fund this agreement. Currently, the City has approximately \$1,055,000.00 in sewer capacity fees. A budget adjustment will be needed to recognize the capacity fees used for funding this project.

The southwest part of the City is growing rapidly. This area is served by the NACA facility, but limited gravity interceptors are available to collect sewer without the addition of lift stations. The City was pursuing a project to run a sanitary sewer collector from the NACA line near the intersection of Sears Road and Mill Dam Road to Bright Road following natural drainage. A new development, Aurora, has planned to construct a subdivision on the west side of Morningstar Road within this drainage basin and in line with the City's planned route. With the development of Aurora subdivision, Aurora would be required to run off-site sewer to the west to an existing lift station resulting in lift station upgrades. With installation of this sanitary sewer gravity interceptor, the City could ultimately remove at least 6 lift stations and prevent construction of additional lift stations. The section of sewer line included in this design will extend from the NACA line near Sears Road and Mill Dam Road to Morningstar Road. This will consist of approximately 8,000 linear feet of sewer design. City staff is working with the developer of Aurora for a cost share on construction which should be worked out in the near future.

Thank you for your consideration of this request.

Mike Bender



City of Bentonville, Arkansas
Sanitary Main Extension to NACA
Bentonville, AR
Proposal for Engineering Services
July 12, 2018 CEI # 30677

3108 SW Regency Parkway, Suite 2, Bentonville, AR 72712 (479) 273-9472 / CEI Contact: Nate Bachelor

I. PROJECT DESCRIPTION

CEI is pleased to present this proposal for surveying, civil engineering, and permitting services for a proposed 24" sanitary sewer main extension from the existing NACA sewer main near Mill Dam Road to Morningstar Road. We understand an offsite extension is required in order to provide sewer service for the proposed Aurora subdivision. Developer has discussed this extension with the City of Bentonville and is in the process of securing a cost-sharing agreement for the project. The scope of work as outlined below includes field surveying of the planned route, engineering design of the sewer main line, permitting submittals to various authorities having jurisdiction over the work, and construction observation and closeout documentation. The design of this sewer routing through the Aurora subdivision will be coordinated with that project submittal to insure accurate routing through the development.

II. SCOPE OF BASIC SERVICES

A. Surveying Services

Topographic Survey

CEI will perform a strip topographical survey for planned route, consisting of 1' contours derived from a digital terrain model and shown in accordance with the National Mapping Standards. Topographic survey will include all above ground physicals and underground utilities. Location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by Client or city.

Limited Boundary Survey

CEI field crews will locate pertinent monuments to determine the property lines according to provided deeds and surveys to prepare easement exhibits and descriptions.

Easement Exhibits & Descriptions

CEI will provide an exhibit & description for the proposed easements. CEI will not be responsible to draft the document for recording and will only provide an exhibit depicting the proposed easement and legal description describing the location of the easement. We estimate 6 parcels will be affected by the routing.

As-Built Survey

CEI will provide an As-Built survey consisting of improvements related to the sewer extension after completion of construction. Sewer manholes will be located horizontally and flow line information will be gathered. This data will be used in production of the record drawings as indicated below.

Total Surveying Fees..... \$ 26,550.00

B. Engineering Design & Permitting Services

Construction Drawings

CEI shall prepare engineering design and reports for the proposed extension of sanitary sewer from Morningstar Road to the existing NACA sewer line along Mill Dam Road. Design generally consists of a 24" sanitary sewer main line and associated manholes approximately 8,000 feet in length including crossing of a dry creek bed and several county roadways. Drawings will be prepared and submitted for permitting according to the project schedule and distributed according to the section below. Drawings will reference the City of Bentonville specifications and utilize approved city details where applicable on the project. CEI will prepare construction specifications and provide project drawings to the Client for bidding.

Permitting

CEI shall make application to the City of Bentonville for the required Large Scale Development review. Engineering reports and drawings will be submitted for the review of the proposed sewer extension project. CEI will work with city staff and planning commissioners to address plan revisions according to the city planning schedule.

CEI shall make application to the Arkansas Department of Environmental Quality (ADEQ) for the required construction stormwater permit associated with the sewer construction and associated soil disturbance. Due to the route of the sewer line crossing the dry creek, CEI will seek a short-term activity authorization (STAA) permit from the Department as well.

Due to some of the work being proposed outside the city limits of Bentonville, CEI will coordinate permitting requirements with the Benton County Planning Department. Applications will be made for a floodplain development permit from their office. No other permits are expected from the county.

Upon approval by the city of Bentonville utility department, CEI will submit drawings and engineering reports to the Arkansas Department of Health for review of the proposed sewer main extension. CEI will coordinate with their office to address any comments and revise the drawings as required.

CEI will review the requirements of the United States Corps of Engineers (USACE) for waters of the US permitting and make application for a nationwide permit if the final project scope requires such a permit. Individual Permits for waters of the US impacts are not anticipated or included in this proposal.

Total Design & Permitting Fees \$ 49,300.00

C. Construction Administration & Project Closeout

Construction Observation

CEI will attend the required preconstruction meeting with the Client, city, and contractor to discuss the requirements for construction inspection and project closeout. CEI will respond to contractor RFIs and provide recommendations for unknown field conditions if discovered during construction. CEI will provide construction observation of the work during the installation and testing of the sewer main line; fees below are based on a 16-week construction duration with daily 3-hour observer site visits. Changes in construction duration may be subject to additional fee. Construction staking is not included in the scope of work but can be provided as an additional service to the Client or Contractor.

Record Drawings

After construction, CEI will survey the installed location and depth of the sewer main line and use this information in preparation of the record drawings for final acceptance of the project. Design drawings will be revised to show the constructed location and depth of the sewer main line and submitted in electronic and hard copy format to the city of Bentonville as required by the city specifications.

Total Construction Administration & Project Closeout Fees..... \$ 33,000.00

D. Reimbursable Expenses

The fees listed above are intended to be labor expense only. Additional reimbursable expenses are expected to be incurred during the completion of the project scope as listed. These expenses include application and review fees, reprographics and postage, and other items as listed in Section V below.

Reimbursable Fees..... \$ 12,500.00

Total Fees \$ 121,350.00

Total fees include fixed fees for survey, design, permitting, project closeout, and reimbursable expenses; construction staking is not included. Changes in scope may require additional fee.

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments will be appreciated in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

C. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. SERVICES NOT INCLUDED/ADDITIONAL SERVICES

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

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA applications or permits
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Bidding assistance and construction contract negotiations
- Construction staking

V. SCHEDULE OF CHARGES

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

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

<u>ARKANSAS (01-01-18)</u>	
Officer / Branch Manager	\$ 200.00
Department Manager	\$ 180.00
Program Manager	\$ 160.00
Project Manager	\$ 150.00
Assistant Project Manager	\$ 125.00
Senior Project Engineer	\$ 150.00
Project Engineer	\$ 125.00
Registered Landscape Architect	\$ 125.00
Registered Land Surveyor	\$ 120.00
Survey Project Manager	\$ 120.00
Assistant Survey Project Manager	\$ 95.00
Sr. Survey Party Chief	\$ 90.00
Survey Party Chief	\$ 80.00
Survey Technician	\$ 75.00
Field Specialist	\$ 60.00
Project Designer	\$ 95.00
CAD Designer	\$ 85.00
CAD Technician	\$ 70.00
Construction Observer	\$ 80.00
Office Administrative Manager	\$ 90.00
Program Assistant	\$ 70.00
Administrative Assistant	\$ 65.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

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

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

VI. CREDIT POLICY

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

Client's Initials _____

Required for contract to be valid

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

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

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

OWNERSHIP OF DOCUMENTS

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

RE-USE OF DOCUMENTS

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

INSURANCE

CEI maintains the following insurances:

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

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

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

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

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

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

DISPUTE RESOLUTION

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

SEVERABILITY

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

PROJECT PUBLICITY AND RECOGNITION

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

LIEN RIGHTS

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

AMENDMENTS

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

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

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

TERMINATION

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

PROVIDED DATA

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

SITE SAFETY OR CONTROL

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

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

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

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

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

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

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

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

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

City / State / Zip

Complete Phone Number

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CEI ENGINEERING ASSOCIATES, INC. FOR SERVICES ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF A SANITARY SEWER INTERCEPTOR IN SOUTHWESTERN BENTONVILLE

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a professional services agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of a sanitary sewer interceptor in southwestern Bentonville as outlined in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2018.

APPROVED:

Bob McCaslin, Mayor

ATTEST:

Linda Spence, City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 28, 2018

Submitted by:

Mike Bender

Department

Public Works Dir

Phone

271-6873

ACTION REQUIRED:

Staff requests Council approval of a budget adjustment in the amount of \$121,350.00 to recognize sewer capacity fees to fund the agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of a sanitary sewer interceptor in southwestern Bentonville.

COST TO CITY:

Cost of this Request: \$121,350

Additional Budget Amount \$121,350

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		121,350
Remaining After Adjustment	\$	121,350

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

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



PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Sewer

Date of Request: August 20, 2018

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
050-3040-391.91-25	Sewer Capacity Fees	\$121,350.00		\$ 121,350.00
050-3040-438.73-41	Capital - Sewer Line Improvements		\$121,350.00	\$ (121,350.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 121,350.00	\$ 121,350.00	\$ -

Justification:

Staff requests Council approval of a resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with CEI Engineering Associates, Inc. for services associated with the design and construction of a sanitary sewer interceptor in southwestern Bentonville in an amount not to exceed \$121,350.00. Sewer capacity fees will be utilized to fund this agreement. Currently, the City has approximately \$1,055,000.00 in sewer capacity fees. A budget adjustment will be needed to recognize the capacity fees used for funding this project. The southwest part of the City is growing rapidly. This area is served by the NACA facility, but limited gravity interceptors are available to collect sewer without the addition of lift stations. The section of sewer line included in this design will extend from the NACA line near Sears Road and Mill Dam Road to Morningstar Road consisting of approximately 8,000 linear feet of sewer design.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE

