



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, June 25, 2019 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: June 11, 2019**

AGENDA

1. Planning:
 - 1a. **Ordinance accepting a lot split of Lots 6-7 of Cavness Subdivision, Southern Bancorp Bank, Southwest Crockett Street, C-2, General Commercial.**

(Pages 7-10)

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 4, Cavness Subdivision, creating new Lots 6 (+/- 3.29 acres) & 7 (+/- 2.47 acres). The plat dedicates a 25-foot public access easement to allow cross access between the two lots. Curb cuts should be limited to the shared lot line on Crockett Street and the access easement point on Southwest Regional Airport Boulevard. The plat has satisfied all requirements of the Land Development Code of the City of Bentonville.

- 1b. **Ordinance accepting a property line adjustment of Lot 6, Block 2 of Scoggan Subdivision, Marrs Development, LLC, 448 SW C Street, R-1, Single Family Residential.**

(Pages 11-13)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lot 5 and a part of Lot 4, Block 2 of Scoggan Subdivision, creating new Lot 6 (+/- .17 acres). The plat dedicates a 15-foot front utility easement on the eastern property line and a 7.5-foot side utility easement on the southern property line.

- 1c. **Ordinance accepting a final plat of Garrison Village, 0806 Investments, LLC, Southwest Hasley Street, R-2, Duplex and Patio-Home Residential.**

(Pages 14-17)

The Planning Commission voted 6-0, recommending approval.

A final plat establishing a 12 lot, two-family subdivision to be known as Garrison Village. Lots 6 and 7 are listed as non-buildable due to an emergency access turnaround. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved prior to final platting.

- 1d. **Ordinance amending Chapter 15 Land Development Code of the Bentonville Municipal Code to increase the maximum rear yard fence height in the DC, Downtown Core and DE, Downtown Edge zoning districts from six feet to eight feet.**

(Pages 18-19)

The Planning Commission voted 6-0, recommending approval.

The City of Bentonville increased the maximum rear yard fence height in the DN, Downtown Neighborhood Districts from six feet to eight feet with Ordinance No. 2019-057 on April 9, 2019. However, the Planning Commission intended for this amendment to apply to the DC, Downtown Core and DE, Downtown Edge zoning districts as well. Therefore, this ordinance adds the DC and DE districts to the eight feet rear yard maximum fence height regulation.

2. Reappointment of Joe Haynie to the Planning Commission effective July 1, 2019 to a five-year term that expires on July 1, 2024. This is Joe Haynie's second term. Request for reappointment is attached. **(Pages 20-22)**
3. Reappointment of Rod Sanders to the Planning Commission effective July 1, 2019 to a five-year term that expires on July 1, 2024. This is Rod Sanders' second term. Request for reappointment is attached. **(Pages 23-25)**
4. An ordinance amending the non-occupancy deposit requirements and requiring a construction deposit. **(Pages 26-29)**
5. Public hearing and ordinance vacating a utility easement requested for 3702 SW Davinci Blvd, Highpointe Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 30-33)**
6. A resolution setting a public hearing for July 9, 2019 for a Access & Utility Easement Vacation requested for Lot 1 of Merchant Place Subdivision (701 South Main). **(Pages 34-37)**
7. A resolution setting a public hearing for July 9, 2019 for a Utility Easement Vacation requested for Lot 7, Block 2 of The Meadows at Woods Creek (14 Grassland Trail). **(Pages 38-40)**
8. A resolution setting a public hearing for July 9, 2019 for a Drainage and Utility Easement Vacation requested for Lot 1 of Lewis Foster Addition (1303 NW 9th Street). **(Pages 41-43)**

9. A resolution setting a public hearing for July 9, 2019 for a Drainage and Utility Easement Vacation requested for Lot 2 of Lewis Foster Addition (1209 NW 9th Street). **(Pages 44-46)**
10. Bid Award for the City of Bentonville's Street Department Pothole Patching Truck. Please see attachments. **(Pages 47-94)**
11. Approve ordinance for a Bid Waiver to Stephens Insurance for property insurance for the period of July 9, 2019 through July 8, 2020. This policy will be with Affiliated FM. Stephens Insurance acts as the Cities broker for property insurance, reaching out to insurance carriers and recommending the carrier chosen. See the attached proposal. **(Pages 95-117)**
12. Ordinance updating certain provisions of the Bentonville Municipal Code - For some time, the City has been working to make its code of ordinances available online. During the review process, staff identified a number of items that required updating in order to remove obsolete and outdated provisions of the old municipal codebook. This ordinance is a cleanup that will allow us to proceed with the online codification process in an updated and complete fashion. An explanation of each change is included in the attachment. **(Pages 118-125)**
13. Budget Adjustment and request to transfer one headcount to Police Department, (see Memorandum from Staff Attorney Camille Thompson and Chief Jon Simpson for a complete explanation), item #1. Contained within this request is a budget adjustment (see budget adjustment form) to provide one vehicle for the police department to support this request, item #1a. Because it would be accomplished midyear, this personnel request can be accomplished without any sort of budget adjustment. The accompanying vehicle, a new Tahoe, does require a budget adjustment. This vehicle can be purchased from Superior Auto Group in Siloam Springs. The funding of this vehicle, including ALL equipment and up-fitting, amounts to approximately \$52,000.00. This includes the purchase of the Tahoe, including options and delivery, at the 2019 State Bid price of \$32,791.00. It also includes the cost of the equipment and up-fitting which is estimated at \$19,209.00. The purchase would be in adherence to state spending requirements and having Superior Auto Group provide the vehicle, equipment, and professional installation services will streamline the process, protect our vehicle's warranty, and also allow the equipment and up-fitting costs to be included in the final purchase price of the vehicle. **(Pages 126-129)**
14. Budget adjustment in the amount of \$22,921.34 to be used to repair eight police vehicles. Seven of these vehicles were damaged by a recent hailstorm and one was damaged (undercarriage only) as the result of striking a landscape rock during nighttime patrol activities. The aforementioned funds to repair these vehicles, not including the deductible, will be sourced from an Arkansas Municipal League Vehicle Program settlement. See attached spreadsheet for vehicle designations and damage amounts. **(Pages 130-132)**
15. A resolution authorizing the Mayor and Clerk to enter into a Professional Services Contract with Hawkins-Weir Engineering, Inc. for a Wastewater Treatment Capital Improvement Plan in an amount not to exceed \$263,900.00. This is a 2019 Budgeted Expense. **(Pages 133-185)**

16. Bid award for the 6-month blanket bid for single-phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$382,815.00. Items will be ordered on 'as needed' basis. **(Pages 186-188)**
17. Bid award for the 6-month blanket bid for 3phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$606,302.00. Items will be ordered on 'as needed' basis. **(Pages 189-191)**
18. Bid award for the 6-month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$177,465.00. Items will be ordered on 'as needed' basis. **(Pages 192-194)**
- 19a. Ordinance authorizing the Mayor and Clerk to enter into a contract with Historic Preservation Associates, LLC to perform a Cultural Resource Survey at the Lake Bella Vista Dam Park for \$28,682.00 and waive the requirements for competitive bidding. **(Pages 195-202)**
- 19b. Budget adjustment to pay for Cultural Resource Survey for the Lake Bella Vista Park in the amount of \$28,682.00. **(Pages 203-204)**
20. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Design Workshop, in the amount of \$169,180.00, for the creation of the Quilt of Parks - Downtown Parks Master Plan. **(Pages 205-218)**
21. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Design Workshop, in the amount of \$258,750.00 for the full design, construction and bid documents for Dave Peel Park. **(Pages 219-237)**
22. City Council approval of budget adjustment, in the amount of \$494,000.00, to recognize a grant from the Walton Family Foundation for the feasibility study and design for a potential 8th Street Gateway Park. **(Pages 238-247)**



City Council Agenda Items
For City Council Meeting of June 25, 2019
From the June 18, 2019 Planning Commission Meeting

Ordinance accepting a lot split of Lots 6-7 of Cavness Subdivision, Southern Bancorp Bank, Southwest Crockett Street, C-2, General Commercial.

The Planning Commission voted 6-0, recommending approval.

A lot split of Lot 4, Cavness Subdivision, creating new Lots 6 (+/- 3.29 acres) & 7 (+/- 2.47 acres). The plat dedicates a 25-foot public access easement to allow cross access between the two lots. Curb cuts should be limited to the shared lot line on Crockett Street and the access easement point on Southwest Regional Airport Boulevard. The plat has satisfied all requirements of the Land Development Code of the City of Bentonville.

Ordinance accepting a property line adjustment of Lot 6, Block 2 of Scoggan Subdivision, Marrs Development, LLC, 448 SW C Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lot 5 and a part of Lot 4, Block 2 of Scoggan Subdivision, creating new Lot 6 (+/- .17 acres). The plat dedicates a 15-foot front utility easement on the eastern property line and a 7.5-foot side utility easement on the southern property line.

Ordinance accepting a final plat of Garrison Village, 0806 Investments, LLC, Southwest Hasley Street, R-2, Duplex and Patio-Home Residential.

The Planning Commission voted 6-0, recommending approval.

A final plat establishing a 12 lot, two-family subdivision to be known as Garrison Village. Lots 6 and 7 are listed as non-buildable due to an emergency access turnaround. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved prior to final platting.

Ordinance amending Chapter 15 Land Development Code of the Bentonville Municipal Code to increase the maximum rear yard fence height in the DC, Downtown Core and DE, Downtown Edge zoning districts from six feet to eight feet.

The Planning Commission voted 6-0, recommending approval.

The City of Bentonville increased the maximum rear yard fence height in the DN, Downtown Neighborhood Districts from six feet to eight feet with Ordinance No. 2019-057 on April 9, 2019. However, the Planning Commission intended for this amendment to apply to the DC, Downtown Core and DE, Downtown Edge zoning districts as well. Therefore, this ordinance adds the DC and DE districts to the eight feet rear yard maximum fence height regulation.



Consent Agenda Items

For Planning Commission meeting of June 18, 2019

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on June 11, 2019 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.

Lot Split: Lots 6 & 7, Cavness Subdivision, Southern Bancorp Bank, SW Crockett Street, C-2, General Commercial, (LS19-0018)

A Lot Split of Lot 4, Cavness Subdivision, creating new Lots 6 (+/- 3.29 acres) & 7 (+/- 2.47 acres). The plat dedicates a 25-foot public access easement to allow cross access between the two lots. Curb cuts should be limited to the shared lot line on Crockett Street and the access easement point on SW Regional Airport Boulevard. The plat has satisfied all requirements of the Land Development Code of the City of Bentonville.

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

Property Line Adjustment: Lots 6, Block 2, Scoggan Subdivision, Marrs Development, LLC, 448 SW C Street, R-1, Single-Family Residential, (PLA19-0015)

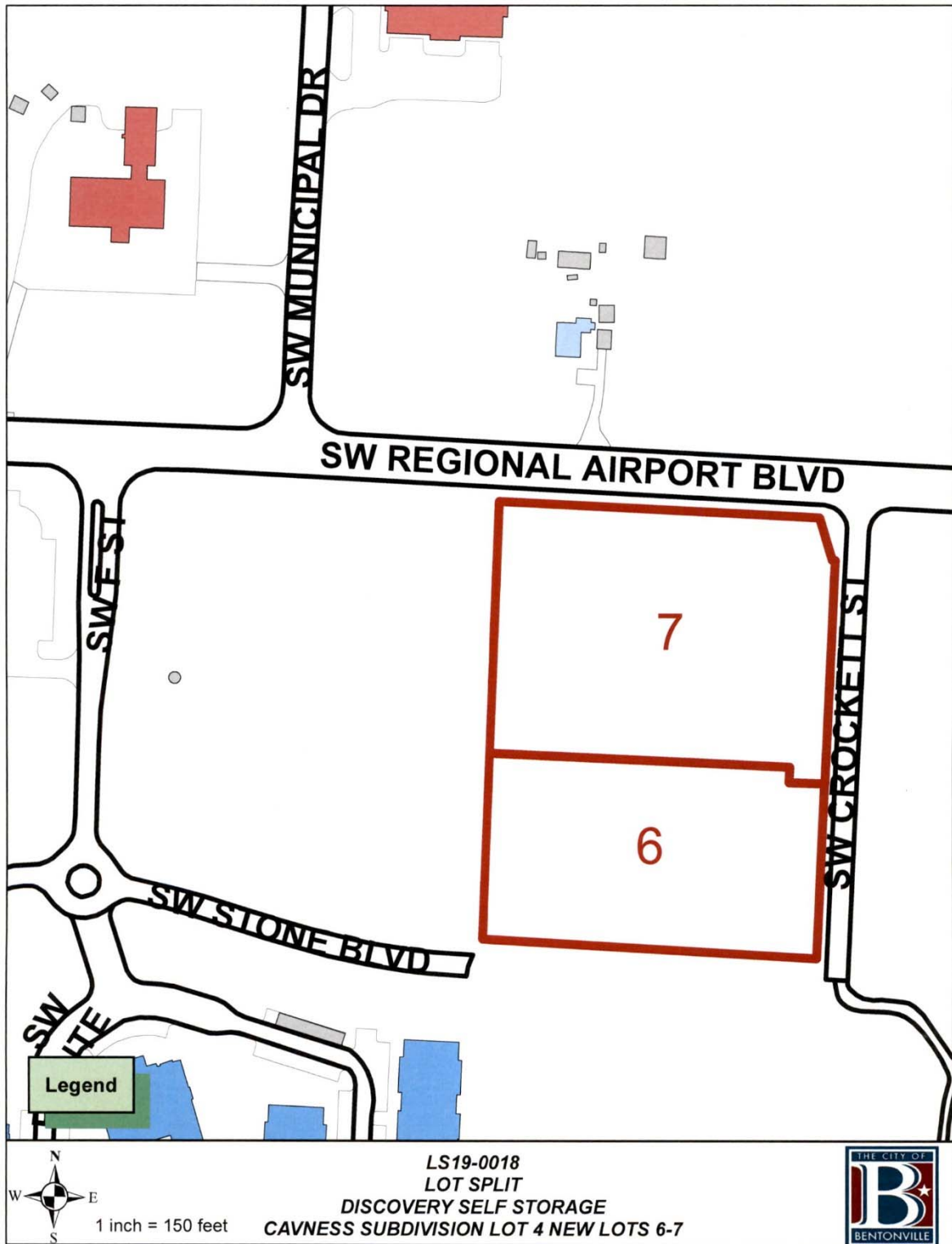
A Property Line Adjustment of Lot 5 and a part of Lot 4, Block 2 of Scoggan Subdivision, creating new Lot 6 (+/- .17 acres). The plat dedicates a 15-foot front utility easement on the eastern property line and a 7.5-foot side utility easement on the southern property line.

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

Final Plat: Garrison Village, 0806 Investments, SW Hasley Street, R-2, Duplex and Patio-Home Residential, (FP18-0008)

Final Plat establishing a 12 lot, 2-family subdivision to be known as Garrison Village. Lots 6 and 7 are listed as non-buildable due to an emergency access turnaround. All non-bondable items and guarantees of improvements must be complete and a final inspection performed and approved prior to final platting.

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



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City Office

STATE PHARMACY BOARD 600 LEXINGTON AVENUE, 2000, NEW YORK, N.Y. 10017

STATE PHARMACY 600-194-3000 600-04-1559
L519-0018

PROJECT NO:	19102008
ISSUE DATE:	04/15/2018
418051740	31/01/2015

1 OF 2

1 OF 2

GRAPHIC SCALE IN FEET

60' 0 60'

ZONING	SETBACK FT.				REAR
	MIN. FRONT SETBACK IN FEET	MIN. SIDE SETBACK IN FEET	MIN. FRONT SETBACK IN FEET	MIN. SIDE SETBACK IN FEET	
C-2	50	20	30	20	50

PARENT TRACT
LOT 4 OF THE LOT SPLIT OF TRACT 1, GRANTED
SUBDIVISION, BENTONVILLE, BENTON COUNTY,
ARKANSAS, AS FILED IN PLAT BOOK 2015, AT PAGE 1

RESULATING LOT 6

OF A. CARNEY SUBDIVISION, HENTONVILLE, HENTON COUNTY, ARKANSAS.

[illegible]

REGULATING LOT 7

LOT 7, CARNES SUBDIVISION, BENIGNVILLE, BENTON COUNTY, ARKANSAS.

[illegible]

LEGEND (TYP) SOME SYMBOLS MAY NOT BE ON PLAT

SYNOPSIS

INF 100X

PARCEL	LINE	TABLE	LENGTH	DIRECTION
L1	25.00'	N69° 21' 15"W		
L2	30.00'	N42° 37' 27"E		
L3	25.00'	S02° 10' 37"W		
L4	44.53'	S48° 48' 23"E		
L5	57.17'	S16° 37' 11"E		
L6	4.11'	S89° 14' 00"E		
L7	16.50'	S02° 37' 27"E		
L8	58.99'	S48° 48' 23"E		
L9	309.73'	S02° 37' 27"W		
L10	254.41'	S88° 57' 30"E		
L11	58.05'	S1° 02' 04"W		
L12	24.00'	S48° 04' 55"E		
L13	26.18'	S02° 10' 37"W		
L14	354.56'	S88° 57' 30"E		
L15	290.66'	S02° 37' 27"W		
L16	33.98'	S48° 48' 23"E		
L17	20.00'	N42° 37' 27"E		

STATE PLAT CODE: 500-19N-30W-0-07-200-04-1559

2 OF 2

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2 OF 2

SECOND INFORMATION

CREATING LOTS 6 & 7
REFRATED FOR
BIG STORAGE BENNYVILLE LLC
AFRICANS

TE
BHG
...

BENTONVILLE
LOUISIANA[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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This document, used the ideas and designs incorporated herein, are instruments of professional service; in the property of Craftsco, Tull & Associates, Inc., and to our use hereinafter, in whole or in part, for any other use, without the written authorization of Craftsco, Tull & Associates, Inc.

Crafton Tull
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www.craftontull.com



2 OF 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 6-7 OF CAVNESS
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS19-0018).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 6-7 of Cavness Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 18, 2019; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

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

WHEREAS, the lot split 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 lot split should be approved.

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

Section 1: That the lot split of Lots 6-7 of Cavness 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 lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 6,
BLOCK 2 OF SCOGGAN SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA19-0015).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 6, Block 2 of Scoggan Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 18, 2019; 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 6, Block 2 of Scoggan 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.

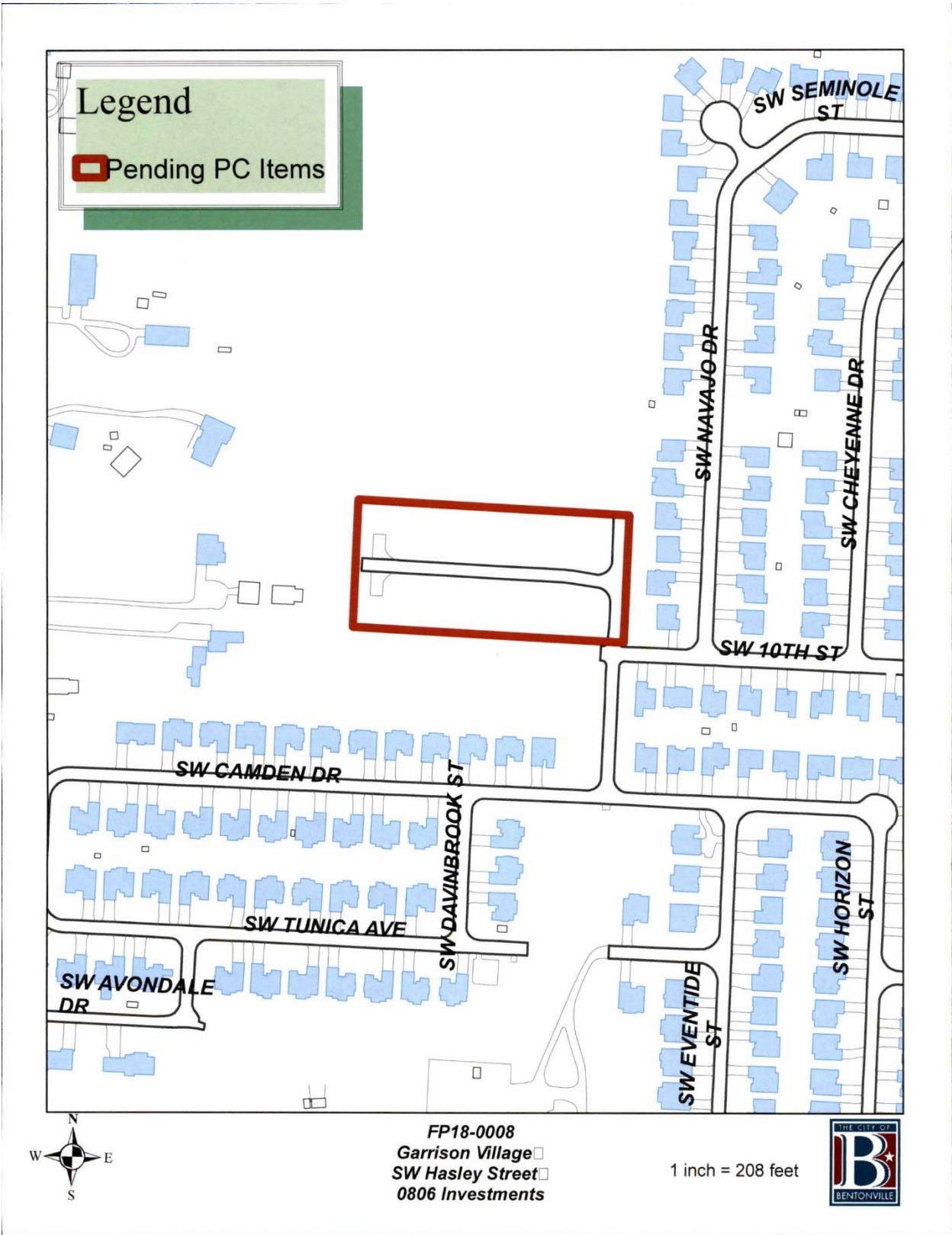
PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



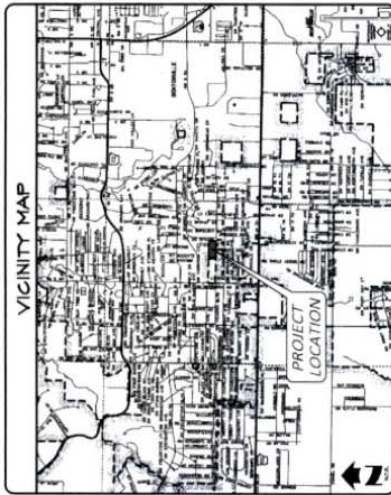
FINAL PLAT

GARRISON VILLAGE

(Lots 1 Thru 12)

(A Duplex-Family Residential Subdivision)

PART OF THE NW 1/4 OF THE SE 1/4 OF SECTION 35, T-20-N, R-31-W
BENTONVILLE, BENTON COUNTY, ARKANSAS



GENERAL NOTES:

- Basis of Bearings: Grid North, Arkansas State Plane Coordinate System, North Zone (0301), NAD 83, based on RT Kinematic GNSS Observations derived from a Static GNSS Base and OPUS Processed Solution, having published values of: Latitude 36°21'41.694467" N, Longitude 94°14'43.26259" W; Convergence Angle = -01°12'24"; and a Combined Scale Factor (Grid to Ground) of 1.00002795.
- Grid North Convergence: At the Southeast corner of the NW 1/4 of the SE 1/4 of Section 35, measure from Grid North 0°18'27" to the left for True (Geodetic) North.
- Flood Information: Based upon review of NFP-18M, Benton County, Arkansas, and Flood Insurance Rate Map (FIRM) for the subject property, the subject property is determined to be outside the 0.2% annual chance floodplain. Surveyor assumes no liability for the correctness of cited map.
- Every recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete and current title search and/or title commitment would disclose. Other documents of record, rights, or facts, may exist and affect this subject property.
- Subsurface or environmental conditions were not examined or considered as a part of this survey. Surveyor is not responsible for any conditions or facts that an accurate and complete title search and/or title commitment would disclose. Other documents of record, rights, or facts, may exist and affect this subject property.
- The actual locations of any utilities shown, or the existence of any easements or construction, locations or existence of surface or subsurface improvements may differ from those shown hereon.
- Last Date of Field Survey: August 21, 2018.
- Lots designated as "Common Area" will be owned and maintained by either the developer or the Property Owners Association.
- Before any work within the Street right-of-way commences, the contractor or owner/developer is to contact the City of Bentonville Engineering and Transportation Departments and notify said departments on the intent and type of work that will take place with the Street right-of-way.
- Owner/Developer shall coordinate with all local utilities to ensure the each lot has water, sewer, and electric service.
- Sidewalk construction shall be the responsibility of the builder or owner/developer at the time of building permit issuance and in accordance with the City of Bentonville Engineering and Transportation Departments. The City of Bentonville Engineering and Transportation Departments shall be responsible for the replacement of any existing sidewalks or ADA ramps damaged during construction.
- There shall be no fences or any other structures built within any Drainage or Utility Easement.

REFERENCE DOCUMENTS:

- Warranty Deed: 0806 Investments, LLC, Grantee; Book 2016, page 62661, filed October 14, 2016, Benton County, Arkansas.
- Tract Line Adjustment for Robert Burton, by Michael E. James, PLS #985, filed for record in Part Book 2004, page 936, August 12, 2004, Benton County, Arkansas.
- Southwestern Electric Power Company, Electric Transmission Easements, filed for record in Book 1992 at page 1200, January 8, 1992, Benton County, Arkansas.
- City of Bentonville, Utility Easement, filed for record in Book 1991 at page 59351, December 15, 1991, Benton County, Arkansas.

OWNER
0806 Investments, LLC
1509 NE Benjamin Greens Drive
Bentonville, AR 72712

ENGINEER / SURVEYOR
Morrison-ShIPLEY Engineers Inc
2407 SE Cottonwood St, Suit 1
Bentonville, AR 72712
Telephone: (479) 273-2209

CERTIFICATE OF OWNERSHIP:

We, The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do hereby certify that the foregoing plat, subdivision and plat, Subdivision Said Real 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: _____
Michael Hodges, Manager of
0806 Investments, LLC

Signed: _____
Michael Hodges, Manager of
0806 Investments, LLC

State of Arkansas

County of Benton, Seem And Subscribed Before Me

This _____ Day Of _____ 2019.

Notary Public: _____

My Commission Expires: _____

Source Of Title: D.B. 2016 Page 62661

CERTIFICATE OF APPROVAL:

Pursuant To The Bentonville Subdivision Regulations And All Other Conditions And Requirements Relating To This Plat, I, Keith A. Sales, Hereby Certify That This Plat Correctly Represents A Boundary Survey Made By Me And Boundary Markers And Lot Dimensions Shown Hereon Are In Accordance With Their Location, Type And Material Are Correctly Shown And All Minimum Standards For Land Surveyors Have Been Met.

CERTIFICATE OF SURVEY ACCURACY:

I, Keith A. Sales, Hereby Certify That This Plat Correctly Represents A Boundary Survey Made By Me And Boundary Markers And Lot Dimensions Shown Hereon Are In Accordance With Their Location, Type And Material Are Correctly Shown And All Minimum Standards For Land Surveyors Have Been Met.

Date of Execution: May 31, 2019



Signed: _____

Mayor

Signed: _____

City Clerk

Signed: _____

PC Chairperson
Professional Land Surveyor
State of Arkansas
Registration No. 1507

Project No. KWP-01

Date: 05.31.19

City of Bentonville Project #FP18-0008

Atlas Page 401

Sheet 1 of 2

MORRISON SHIPLEY
ENGINEERS • SURVEYORS

FP18-0008

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF GARRISON
VILLAGE TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: FP18-0008).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Garrison Village, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 18, 2019; 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 Garrison Village 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 _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

ORDINANCE STAFF REPORT



Fence Height Amendment

PC Date: 6/18/2019

Reviewer: Shelli Kerr, AICP, Planning Services Mngr

Type	Amendment
Code Impacted	Subdivision Code
Section(s)	Art. 1100 Design Standards

<http://www.bentonvillear.com/departments/planning-department/codes/code-changes/>

Background

The City of Bentonville increased the maximum rear yard fence height in the DN, Downtown Neighborhood Districts from six feet to eight feet with Ordinance No. 2019-057 on April 9, 2019. However, the Planning Commission intended for this amendment to apply to the DC, Downtown Core and DE, Downtown Edge zoning districts as well. Therefore, this ordinance adds the DC and DE districts to the eight feet rear yard maximum fence height regulation.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 15 LAND DEVELOPMENT CODE
OF THE BENTONVILLE MUNICIPAL CODE TO ALLOW EIGHT FEET
TALL FENCES IN THE DC, DOWNTOWN CORE AND DE, DOWNTOWN
EDGE ZONING DISTRICTS.**

WHEREAS, the City of Bentonville increased the maximum rear yard fence height in the DN, Downtown Neighborhood Districts from six feet to eight feet with Ordinance No. 2019-057 on April 9, 2019; and,

WHEREAS, the Planning Commission intended for this amendment to also apply to the DC, Downtown Core and DE, Downtown Edge zoning districts.

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

Section 1. That Bentonville Municipal Code, Chapter 15 Land Development Code, *Art. 1100.06 Fence and wall requirements* shall be and is hereby amended with the following, strikethrough text to be deleted and underlined text to be added:

- (h)(1)a. *Downtown Neighborhood (DN) zoning districts. For properties in all Downtown Neighborhood (DN) zoning districts, the DE, Downtown Edge zoning district and the DC, Downtown Core zoning district, the maximum rear yard fence height for properties in the Downtown Neighborhood (DN) zoning districts shall be eight (8) feet above grade.*

Section 2. This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2019.

Approved:

Mayor Stephanie Orman

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Reappointment of Joe Haynie to the Planning Commission effective July 1, 2019 to a five-year term that expires on July 1, 2024. This is Joe Haynie's second term. Request for reappointment is attached.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: June 25, 2019
Re: Reappointment of Joe Haynie to the Planning Commission

I recommend Joe Haynie for reappointment to the City of Bentonville's Planning Commission.



Stephanie Orman, Mayor

From: Joe Haynie
Sent: Thursday, May 02, 2019 4:33 PM
To: Jon Stanley
Subject: Re: Planning Commission Reappointment

Yes, I would like to be appointed. Thanks

Sent from my iPhone

On May 2, 2019, at 4:21 PM, Jon Stanley wrote:

Hi Joe,

I think you are aware and have spoken to the Mayor and she would like to reappoint you to the Planning Commission. If you are willing to accept the reappointment can you confirm by responding to this email. I just need something to confirm in my paper work to city council.

Also, I did confirm that there is no term limit for the Planning Commission.

Thank you sir!

Jon Stanley

Senior Planner

305 SW A Street

Bentonville, AR 72712

Office: 479.271.3122

Fax: 479.271-6807

www.bentonvillear.com



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Reappointment of Rod Sanders to the Planning Commission effective July 1, 2019 to a five-year term that expires on July 1, 2024. This is Rod Sanders' second term. Request for reappointment is attached.

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

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PLEASE RECYCLE



MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: June 25, 2019
Re: Reappointment of Rod Sanders to the Planning Commission

I recommend Rod Sanders for reappointment to the City of Bentonville's Planning Commission.



Stephanie Orman, Mayor

From: rsanders
Sent: Thursday, May 02, 2019 5:23 PM
To: Jon Stanley
Subject: Re: Planning Commission Reappointment

Jon,

Yes. Confirming I would love to keep serving on the Planning Commission.

Rod Sanders

Sanders Properties

205 NW 4th. Suite 3

Bentonville, AR 72712

----- Original message -----

From: Jon Stanley
Date: 5/2/19 4:21 PM (GMT-06:00)
To: Rod Sanders
Subject: Planning Commission Reappointment

Hi Rod,

I think you are aware and have spoken to the Mayor and she would like to reappoint you to the Planning Commission. If you are willing to accept the reappointment, can you confirm by responding to this email. I just need something to confirm in my paper work to city council.

Also I did confirm that there is no term limit for the Planning Commission.

Thank you sir!

Jon Stanley

Senior Planner

305 SW A Street

Bentonville, AR 72712

Office: 479.271.3122

Fax: 479.271-6807

www.bentonvillear.com



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Administration

Phone

271-3191

ACTION REQUIRED:

An ordinance amending the non-occupancy deposit requirements and requiring a construction deposit.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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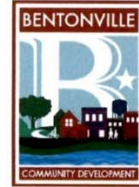


PLEASE RECYCLE



MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Ellen Norvell, Interim Planning and Building Services Director
CC Date: June 25, 2019
Re: Non-occupancy deposit amendment



Background

In 1996, the City of Bentonville adopted Ordinance No. 96-3 establishing a non-occupancy deposit for new construction. The ordinance requires any person seeking a permit for new construction of an occupiable building or addition to provide a deposit. The city refunds the deposit when the structure passes a final inspection. The original deposit amount was \$250 for a residential permit and \$500 for a commercial permit. In 2004, the city increased the deposit amount with Ordinance No. 2004-96 to \$500 for a residential permit and \$1,000 for a commercial permit.

Issue

Staff has found that the applicants for non-occupiable building permits are not scheduling the final inspection and the permits remain open. Such structures include enclosed garages, accessory structures, decks, pools and fences. The property owner has no incentive to call and schedule the final inspection.

Recommendation

Since the regulation for the occupiable buildings has been effective, staff recommends establishing a deposit for non-occupiable buildings as well. The recommended deposit amount is \$200.00.

Questions?

Please contact Annette Brightwell with any questions or concerns regarding the ordinance at 479-271-3125 or abrightwell@bentonvillear.com.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE
SECTION 11.04.04 NON-OCCUPANCY DEPOSIT AND REQUIRING A
CONSTRUCTION DEPOSIT.**

WHEREAS, the City of Bentonville adopted Ordinance No. 96-3 establishing a non-occupancy deposit for new construction and additions of occupiable structures and establishing a deposit amount of \$250 for residential permits and \$500 for commercial permits.

WHEREAS, the City of Bentonville adopted Ordinance No. 2004-96 increasing the deposit amount to \$500 for residential permits and \$1,000 for commercial permits.

WHEREAS, a deposit is necessary for non-occupiable structures to ensure inspections are scheduled and passed to protect the public health, safety and welfare.

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

Section 1. That the Bentonville Code of Ordinances be amended by deleting *Sec. 11.04.04 Non-occupancy deposit* and replacing it with the following and adding Sec. 11.04.05:

Section 11.04.04 Construction deposit required. *Any person required to obtain a building permit shall provide a deposit at the time of purchasing the permit in an amount approved by City Council. The said deposit will be held by the City until the structure is completed and passes all required inspections. Upon satisfaction of the building inspector that the structure is complete and passes the final inspection, the deposit may be refunded in full to the person who paid the deposit or remain in a non-interest bearing account if multiple or future projects are being constructed. The amount of the deposit shall be as follows:*

Residential occupiable buildings and occupiable remodels and additions: \$500.00

Commercial occupiable buildings and occupiable remodels and additions: \$1,000.00

All other non-occupiable structures: \$200.00

Sec. 11.04.05 Construction deposit forfeiture.

(a) Building permits for occupiable structures. *Permits issued for new construction of an occupiable building or for an occupiable remodel or addition to an existing structure and the structure is occupied before the final inspection is passed, the deposit shall be forfeited to the City of Bentonville and must be replaced before a permit shall be granted*

on construction of any other occupiable structure in the City of Bentonville or further inspections are performed on existing projects under construction.

(b) Building permits for non-occupiable structures. For permits of all other non-occupiable structures that do not pass a final inspection within the timeframe that the permit is valid, the deposit shall be forfeited to the City of Bentonville.

Section 3. That Ordinance No. 96-3 and Ordinance No. 2004-96 are hereby repealed.

Section 4. This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

Mayor Stephanie Orman

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for 3702 SW Davinci Blvd, Highpointe 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

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PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 3702 SW DIVINCI BLVD, HIGHPOINTE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Efrain Garcia asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

COMMENCING AT THE NW CORNER OF LOT 47, THENCE ALONG THE NORTH LINE OF SAID LOT 47 S 87°20'41" E 35.90 FEET, THENCE LEAVING SAID LOT LINE S 02°04'14" W 30.00 FEET TO THE POINT OF BEGINNING, THENCE S 87°20'41" E 6.00 FEET, THENCE S 02°04'14" W 105.96 FEET TO THE SOUTH LINE OF SAID LOT 47, THENCE ALONG SAID SOUTH LOT LINE N 87°28'21" W 6.00 FEET, THENCE LEAVING SAID SOUTH LOT LINE N 02°04'14" E 105.98 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 a utility easement designated as follows:

COMMENCING AT THE NW CORNER OF LOT 47, THENCE ALONG THE NORTH LINE OF SAID LOT 47 S 87°20'41" E 35.90 FEET, THENCE LEAVING SAID LOT LINE S 02°04'14" W 30.00 FEET TO THE POINT OF BEGINNING, THENCE S 87°20'41" E 6.00 FEET, THENCE S 02°04'14" W 105.96 FEET TO THE SOUTH LINE OF SAID LOT 47, THENCE ALONG SAID SOUTH LOT LINE N 87°28'21" W 6.00 FEET, THENCE LEAVING SAID SOUTH LOT LINE N 02°04'14" E 105.98 FEET TO THE POINT OF BEGINNING.

Section 2: A copy of this Ordinance and Exhibit A, 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 _____, 2019 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**

**Stephanie Orman, Mayor
City of Bentonville, Arkansas**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for July 9, 2019 for a Access & Utility Easement Vacation requested for Lot 1 of Merchant Place Subdivision (701 South Main).

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

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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 access and utility easement vacation within the City of Bentonville, Arkansas be vacated, which said access and utility easement is described as follows:

Part of the Southeast Quarter of the Northeast Quarter of Section 31, Township 20 North, Range 30

West in Benton County, Arkansas and being the Variable Width Access & Utility Easement across Lot 1 of Merchant Place Subdivision dedicated per the Property Line Adjustment recorded in Plat Book 2006, Pages 1473 & 1474 in the public records of Benton County, Arkansas and being described as follows:

BEGINNING at a 5/8" rebar with cap (LS #1337) at the Southwest corner of said Lot 1;
THENCE South 87°42'50" East along the South line of said Lot 1, a distance of 153.20 feet to a 5/8" rebar with cap (LS #1337) at the Southeast corner of said Lot 1;
THENCE along the East line of said Lot 1 the following five (5) calls:
North 02°21'29" East, a distance of 31.97 feet to a 5/8" rebar with cap (LS #1337);
South 87°42'50" East, a distance of 17.50 feet to a 1/2" rebar with cap (LS #1466);
North 02°14'09" East, a distance of 75.05 feet to a 1/2" rebar with cap (LS #1466);
North 87°42'50" West, a distance of 17.50 feet to a 5/8" rebar with cap (LS #1337);
North 02°17'11" East, a distance of 57.98 feet to a 5/8" rebar with cap (LS #1181) at the Northeast corner of said Lot 1;
THENCE North 87°42'50" West along the North line of said Lot 1, a distance of 153.07 feet to a 1/2" rebar with cap (LS #1466) at the Northwest corner of said Lot 1;
THENCE South 02°19'17" West along the East right of way South Main Street, a distance of 9.50 feet;
THENCE South 87°42'50" East, a distance of 120.07 feet;
THENCE South 02°14'09" West, a distance of 117.00 feet;
THENCE North 87°42'50" West, a distance of 120.18 feet to the East right of way of South Main Street;
THENCE South 02°19'17" West along said right of way, a distance of 38.50 feet to the **POINT OF BEGINNING**, containing 12,528 square feet or 0.29 acres, more or less.

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 close the above described utility easement is set for a hearing on July 9, 2019 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 _____ 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for July 9, 2019 for a Utility Easement Vacation requested for Lot 7, Block 2 of The Meadows at Woods Creek (14 Grassland Trail).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

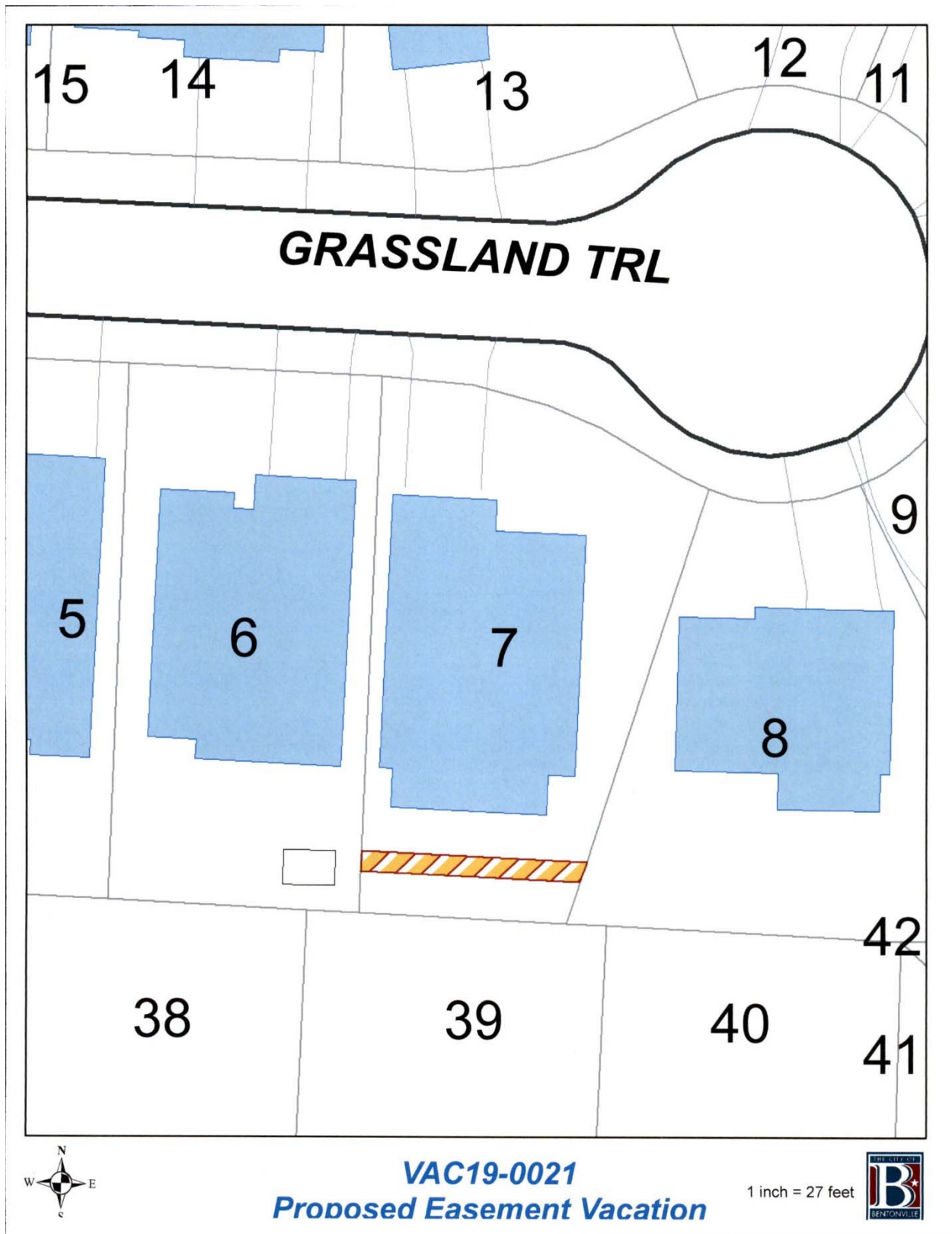
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PLEASE RECYCLE





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 Rob Caster requesting utility easement vacation within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF LOT 7, BLOCK 2 OF THE MEADOWS AT WOODS CREEK, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2005, PAGE 595 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID LOT 7; THENCE N02°43'35"E 10.00 FEET TO THE POINT OF BEGINNING; THENCE N02°43'35"E 5.00 FEET; THENCE S87°13'16"E 54.20 FEET; THENCE S18°26'38"W 5.19 FEET; THENCE N87°13'16"W 52.80 FEET TO THE POINT OF BEGINNING, CONTAINING 267.49 SQUARE FEET.

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 close the above described utility easement is set for a hearing on July 9, 2019 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 _____ 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, 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:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for July 9, 2019 for a Drainage and Utility Easement Vacation requested for Lot 1 of Lewis Foster Addition (1303 NW 9th Street).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

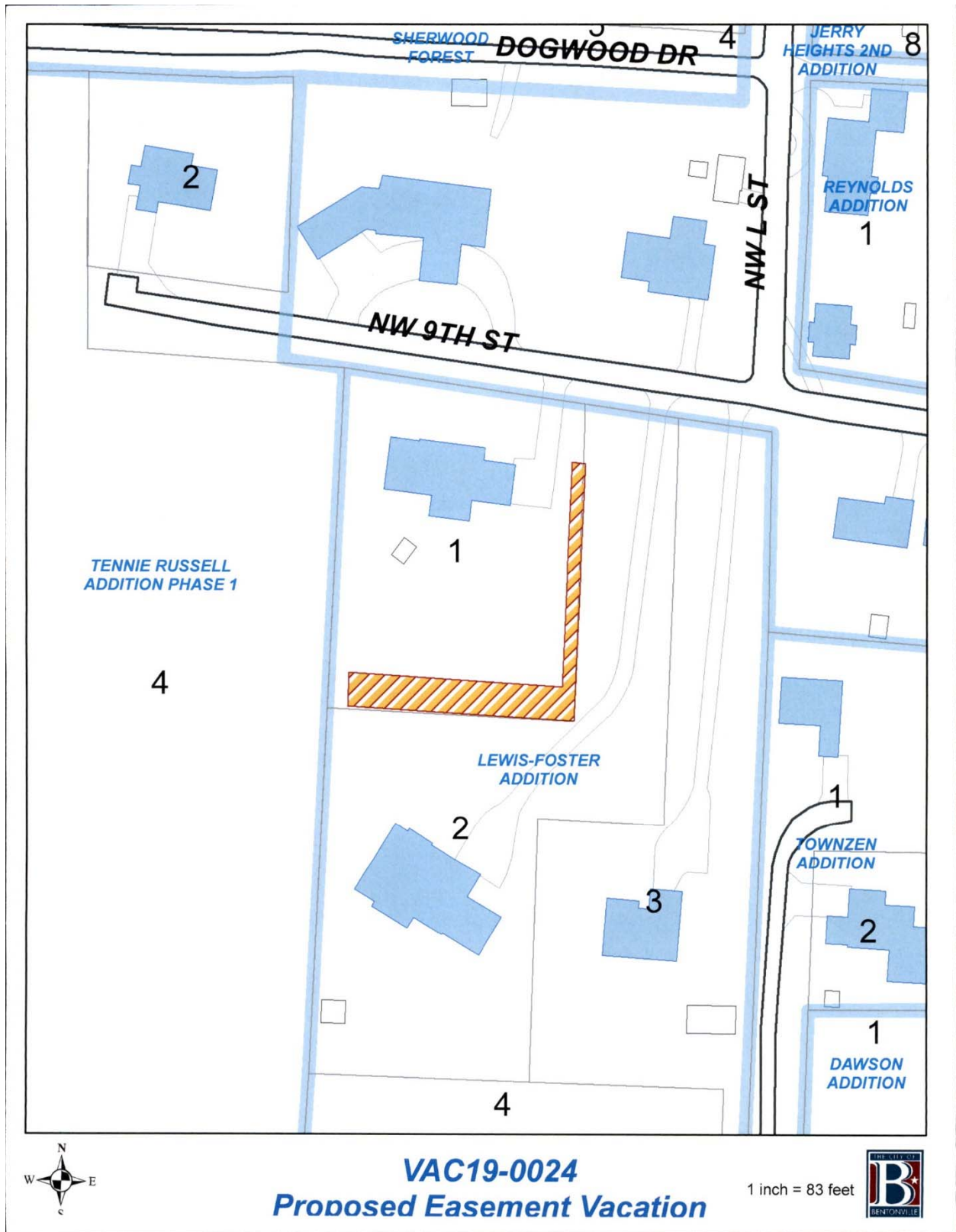
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PLEASE RECYCLE





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 Grant Nevill requesting drainage and utility easement vacation within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

Lot 1, Lewis Foster Addition, Easement Vacation Description

Part of Lot 1, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NE corner of said Lot 1, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S02°02'02"E a distance of 191.93 feet; thence S89°11'51"W a distance of 170.04 feet; thence N02°02'42"W a distance of 25.01 feet; thence N89°11'51"E a distance of 160.04 feet; thence N02°02'02"W a distance of 167.68 feet; thence S86°29'51"E a distance of 10.05 feet; to the Point of Beginning and having an area of 0.1 acres more or less.

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 close the above described utility easement is set for a hearing on July 9, 2019 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 _____ 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, 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:

June 25, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for July 9, 2019 for a Drainage and Utility Easement Vacation requested for Lot 2 of Lewis Foster Addition (1209 NW 9th Street).

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.

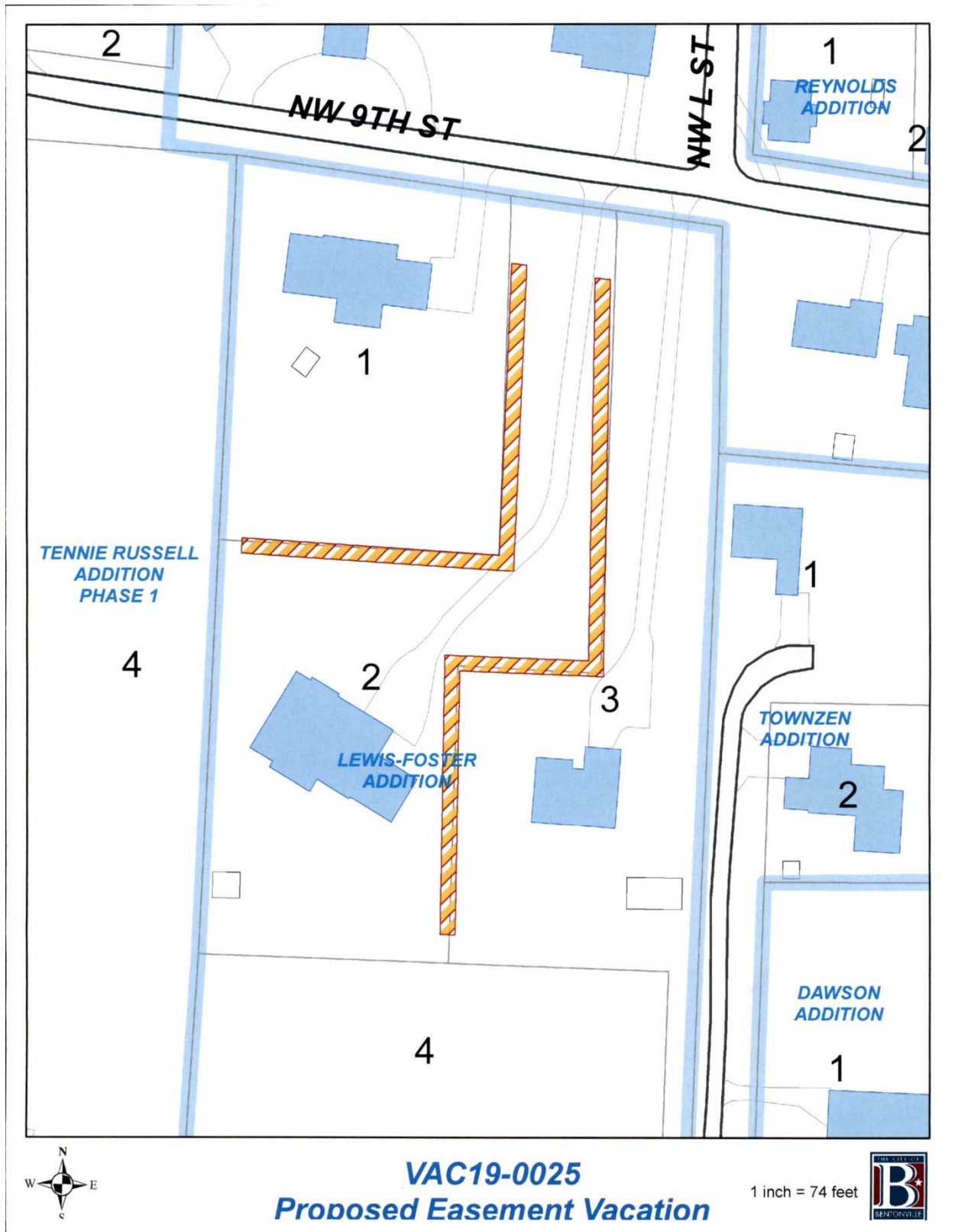
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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 Grant Nevill requesting drainage and utility easement vacation within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

Lot 2, Lewis Foster Addition, Easement Vacation Description:

Part of Lot 2, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NE corner of said Lot 2, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S02°02'02"E a distance of 260.51 feet; thence S89°11'51"W a distance of 94.99 feet; thence S02°02'02"E a distance of 174.99 feet; thence S89°11'51"W a distance of 10.00 feet; thence N02°02'02"W a distance of 185.00 feet; thence N89°11'51"E a distance of 94.99 feet; thence N02°02'02"W a distance of 251.26 feet; thence S86°29'51"E a distance of 10.05 feet to the Point of Beginning and having an area of 0.1 acres more or less.

Lot 2, Lewis Foster Addition, Easement Vacation Description

Part of Lot 2, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NW corner of said Lot 2, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S86°29'51"E a distance of 10.05 feet; thence S02°02'02"E a distance of 201.18 feet; thence S89°11'51"W a distance of 180.04 feet; thence N02°02'42"W a distance of 10.00 feet; thence N89°11'51"E a distance of 170.04 feet; thence N02°02'02"W a distance of 191.93 feet; to the Point of Beginning and having an area of 0.1 acres more or less.

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 close the above described utility easement is set for a hearing on July 9, 2019 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 _____ 2019 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-19-40
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid Award for the City of Bentonville's Street Department Pothole Patching Truck. Please see attachments.

COST TO CITY:

Cost of this Request: \$180,563.28

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	200,000
Funds Expended to Date		
Remaining Budget		19,437
Budget Adjustment		-
Remaining After Adjustment	\$	19,437

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

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PLEASE RECYCLE





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

MEMORANDUM

DATE: 6-11-2019
TO: City Council, Mayor Orman
FROM: Tony Davis, Street Manager
RE: Bid #IFB-19-40 Pothole Patching truck

On June 5, 2019 the City opened bids for a pothole patching truck for the Street Department. Only one bid was received by MHC Kenworth, which submitted two bids. Please see attached bid tab. The T370 Model, which was their alternate bid for \$167,400.00, did not meet all of the minimum bid requirements.

The T440 met or exceeded all specifications and is \$19,436.72 below the budgeted amount that the Council approved for the 2019 budget, so a budget adjustment is not needed at this time.

Staff is recommending the awarding of bid # IFB-19-40 to MHC Kenworth for \$180,563.28

Sincerely,

Tony Davis
Street Manager



BID TABULATION:

2019 or NEWER TANDEM AXLE CAB AND CHASSIS WITH A TRUCK MOUNTED POTHOLE PATCHER

IFB-19-40

BID OPENING:

WEDNESDAY, JUNE 5, 2019

at 10:00 A.M

BIDDER NAME	BID COMPLETE	DELIVERY (DAYS)	MAKE/MODEL	TOTAL BID PRICE
MHC KENWORTH	YES	WITHIN 130 DAYS	2020 KENWORTH T370 Patch Model TCM 600-100 DHE Pro	\$ 167,400.00
MHC KENWORTH	YES	WITHIN 130 DAYS	2020 KENWORTH T440 Pro Patch Model TCM 600-100 DHE	\$ 180,563.28

BID # IFB-19-40

City of Bentonville

**Tandem axle cab and chassis with truck
mounted Pothole Patcher**

2020 Kenworth T440

MHC Kenworth/Volvo

4678 North 45th

Springdale, AR 72762

Bryan White

Truck Sales Representative

bryan.white@mhc.com

479-841-3640



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: MAY 24, 2019

Notice to Bidders
2019 or Newer Cab and Chassis with a Truck Mounted
Pothole Patcher

IFB-19-40

The City of Bentonville is accepting formal sealed bids for the purchase and delivery of one (1) 2019 or Newer Tandem Axle Cab and Chassis with a Truck Mounted Pothole Patcher. Specifications and the required bid packet may be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 10:00 A.M., Wednesday, June 5, 2019, at the Purchasing Office on the first floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submittals will not be accepted.

WWW.BENTONVILLEAR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

INVITATION FOR BID (IFB)
2019 or Newer Tandem Axle Cab and Chassis
with Truck Mounted Pothole Patcher

Date of Issuance: **May 24, 2019**

Bid Number: **IFB-19-40**

Bid Opening Date: **June 5, 2019**

Bid Opening Time: **10:00 A.M.**

Questions regarding this bid should be directed to the Purchasing Office by emailing purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., May 30, 2019.

Bids must be received by the Purchasing Office prior to 10:00 A.M., June 5, 2019 in a sealed envelope, clearly marked on the outside with Bid # IFB-19-40. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

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

EXECUTION OF BID

(REQUIRED FOR ACCEPTANCE 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: MHC Kenworth/Volvo	PHONE NUMBER: 479-756-1200	FAX NUMBER: 479-756-1202
BUSINESS ADDRESS, STREETS: 4678 North 45th Street	CITY: Ingdale	STATE: AR ZIP 72762
SIGNATURE OF AUTHORIZED PERSON [Redacted]	DATE: 6/5/2019	
PRINTED OR TYPED NAME: Bryan White	TITLE: Truck Sales Representative	

ARKANSAS SALES OR USE TAX NUMBER: .39794-002

STATE CONTRACTORS LICENSE NUMBER: _____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
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INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of one (1) 2019 or Newer Tandem Axle Cab and Chassis with a Truck Mounted Pothole Patcher.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

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

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase and delivery of a 2019 or Newer Tandem Axle Cab and Chassis with a Truck Mounted Pothole Patcher.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of a 2019 or Newer Tandem Axle Cab and Chassis with a Truck Mounted Pothole Patcher for the City of Bentonville, Arkansas Street Department. Bidder agrees to furnish all equipment and accessories as specified in this Invitation for Bid document, and as is standard to be included with this type of equipment.

DELIVERY

The City Of Bentonville requests delivery within ninety (30) days after receipt of the City's purchase order. If this delivery schedule cannot be met, Bidder must state the number of days required from receipt of the City's purchase order to deliver the item to the City and provide a Wheel Loader of similar specifications at no charge to the City until delivery of the purchased machine. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City. Delivery must be made within the City's working hours, which are Monday through Friday from 8:00 A.M to 3:00 P.M.

Delivery within 130 days after receipt of City's purchase order.



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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INVOICING

The awarded Bidder shall submit an invoice to the City, at the remittance address below:

City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

For payment to be made upon delivery of the equipment, the awarded Bidder must submit an Invoice to the City at least seven (7) days prior to the scheduled delivery date.

PAYMENT TERMS



Net 30 days



Other: Payment due upon delivery of completed unit



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PURCHASING OFFICE
CITY HALL
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BENTONVILLE, ARKANSAS 72712
IFB-19-40

Contractor/Vendor Disclosure

Company Name: MHC Kenworth/Volvo _____

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.

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.** BW Initials



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CITY HALL
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**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening or within two (2) days of notification from the City, 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.



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Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

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

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

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

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

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

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

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



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17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
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IFB-19-40

When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Manager of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Office, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.



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7. The Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Purchasing Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.



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2019 OR NEWER TANDEM AXLE CAB & CHASSIS SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the city as being "EQUIVALENT" or "EXCEEDS" the City's specifications. Bidder must also provide other information where indicated.

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
General:			
The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.			X Chassis exceeds specifications
The unit shall meet or exceed all applicable O.S.H.A standards.			x Chassis meets all O.S.H.A. standards
The unit shall be a current year or newer production model.			x 2020 Year Model
Wheels:			
Steel 22.5" (twenty-two and a half inches)		X	
Engine:			
6.7 Liter Turbo Diesel Engine			X 8.9 Liter Turbo Diesel Engine
Minimum 360 HP (horsepower)			X 370HP
Minimum 800 LB-FT (pound per foot) Torque			X 1250 LB FT TQ
Transmission :			
Heavy Duty Automatic 6 Speed Transmission			X Allison 4000 RDS 6 Speed Transmission
PTO Provision			X Sales code 8205123 PTO Switches
Front Axle:			
Minimum 12,000 (twelve thousand) Pound Front Axle			X 12,500 Front Axle Rating



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CAB & CHASSIS SPECIFICATIONS CONTINUED..			
Specification Description	Bidder must use this column to indicate " <u>AS SPECIFIED</u> " by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an " <u>EQUIVALENT</u> " item being offered to the City.	Bidder must use this column to indicate/describe an item that " <u>EXCEEDS</u> " the City's specification.
Rear Tandem Axles:			
Minimum Tandem 17,000 (seventeen thousand) Pound Rear Axles			X 40,000 LB Rear Axle Rating
Brakes:			
Air Brakes with ABS		X Air brakes w/ABS	
Frame:			
Cab to Axle Shall Be a Minimum of 141" (one hundred and forty-one inches)		X C/A to match body requirements	
Front Bumper:			
Material – Steel Color – Grey		X Black steel bumper	
Electrical:			
12 Volt			X Circuits # and Colored
Minimum 160amp Alternator			X 160 amp brush type
Two (2) Batteries (steel battery box and ABS cover)			X Optima 1800CCA
Fuel Tank:			
Round Aluminum 55-60 Gallon Capacity			X 56 Gallon fuel tank
Cab Interior:			
AM-FM Stereo			X AM/FM/WB
Heavy Duty Vinyl Seats Color- Grey			X AIR RIDE SEAT
Vinyl Floor		X	
Adjustable Telescoping Tilt Steering Column		X	
Power Windows and Door Locks		X	
Cab Exterior:			
Color – White		X	
Special Equipment:			
Bodybuilder Harness to End of Frame		X	

Detail Notes (optional): _____



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TRUCK MOUNTED ASPHALT POTHOLE PATCHER ATTACHMENT SPECIFICATIONS

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Pro-Patch Pot Hole Patcher Basic Unit Model TCM 600-100 DHE, OR EQUIVALENT (see the 'Equivalent Items/Referenced Specifications' section located herein)			CONVEYOR SHALL HAVE DUEL 13,000 IN LBS TORQUE HYD MOTORS
Color – Black	X		
ADDITIONAL EQUIPMENT			
1.25 Cubic Yard Spoils Bin Gravity Dump	X		
Hydraulic Bi-Fold Steel Top Doors	X		
Two (2) Thermostat Controlled Asphalt Heat Riser Plates	X		
Vibratory Compactor Plate with Water Tank	X		
Hydraulic Rear Lift Platform for Compactor Plate with Breaker Mount	X		
45 Pound Pavement Breaker with Asphalt Cutter and Tamper Shoe	X		
Hydraulic Tool Line Hose Reel with Dual 25 Ft. (twenty-five foot) Hose	X		
8 (eight) Gallon Drip and Waste Pan	X		
10 (ten) Gallon Stainless Steel Water Tank	X		
50 (fifty) Gallon Frame Mounted LP Gas Bottle	X		
DOT Approved 16 (sixteen) LED Light Board with Programmable Flash Patterns (board shall be mounted on the rear of the patch unit with in cab controls)	X		
Two (2) Front Grill Mounted LED Strobe Lights with Programmable Flash Patterns	X		



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TRUCK MOUNTED ASPHALT POTHOLE PATCHER ATTACHMENT SPECIFICATIONS – ADDITIONAL EQUIPMENT- CONTINUED..			
Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
LED Pedestal Mount Strobe Light Located Above and on the Rear of Cab	X		
Red, Clear, and Amber Strobe Tail Lights	X		
Two (2) LED Work Lights at the Rear Work Area	X		
One (1) LED Flood Light to Light up the Inside of the Asphalt Hopper	X		
Backup Camera (color with audio sound)	X		
Two (2) Asphalt Lute/Shovel Holders	X		
PTO with Direct Mount Hydraulic Pump	X		
Electronic Throttle Control Located at the Rear of the Asphalt Hopper	X		
Tack Hose Reel with 15 (fifteen) Ft. (foot) Hose	X		
Minimum 750,000 (seven hundred and fifty thousand) BTU with Transport Bracket	X		
1 (one) 5 (five) Pound In Cab Mounted fire Extinguisher	X		
2 (two) Frame Mounted Traffic Cone Racks with Holding Capacity of 10 (ten) 28" (twenty eight inches) Tall Cones	X		
5 (five) Gallon Water Cooler Rack	X		

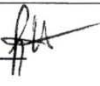
Detail Notes (optional): _____



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BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents have been included with their Bid submission. Incomplete Bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	BW 



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PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all taxes and delivery fees to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%

Delivery will be made to the City of Bentonville Street Department, located at 3200 Municipal Drive Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Total Bid Price where equipment presented meets or exceeds the City's specifications.

Item	Make/Model	Total Bid Price
2019 or Newer Tandem Axle Cab and Chassis with Truck Mounted Pothole Patcher, AS SPECIFIED	2020 Kenworth T440	\$ 180,563.28
	Pro Patch Model TCM 600-100 DHE	



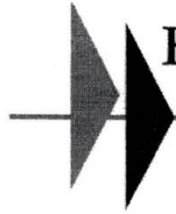
H.D. INDUSTRIES, Inc.

Pro-Patch Pot Hole Patcher

P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · www.pro-patch.com

ASPHALT POTHOLE PATCHER SPECIFICATIONS MODEL TCM 600-100-DHE City of Bentonville, AR BID NO: IFB-19-40

1. **GENERAL**
The **Pro-Patch** model TCM 600-100-DHE is a unitized asphalt repair machine capable of making permanent asphalt repairs under most weather conditions.
2. **BODY DIMENSIONS**
The body is 112" long, 60" high and 78" wide. It has Diamond Tread safety step side fenders with two ladders, body assist handles. Ladders and assist handles are not available on bodies with a work deck. Body has L.E.D. style stop, turn, emergency flashers and marker lights. The body has a lockable tool storage compartment measuring 83" long, 18" deep and 10" high. **MUD FLAPS INCLUDED.**
3. **BODY INSULATION**
The asphalt aggregate hopper and road oil tank are fully insulated with 2" industrial, high temperature 12R factor insulation encased in a double steel jacket.
4. **CAPACITY**
The asphalt aggregate hopper holds 6 cubic yards level full or 10 tons maximum load.
5. **HEATING SYSTEMS**
The body shall have a dry radiant heat chamber heated by 2 each 67,000 BTU retort tube propane burners with vertical exhaust stacks. **The exhaust stack dampeners are electronically actuated to close when burners are off to reduce heat loss.** The burners are thermostat controlled and regulated at 10 PSI. The ignition system is 12 volt DC with electronic igniter. Gas burner has a safety shut-off on loss of flame or excessive temperature. Automatic safety shut-off when diesel pump is operating. Burner has two stages, ignites on 10 oz. pressure, operates at 10 PSI, on high burn regulated by the same thermostat as the electric heater. Thermostats will be 0/300° F. solid state. *Systems using Heat Transfer Oil are not acceptable.*
6. **ELECTRONIC CONTROLS**
All electronic controls will be solid state shock resistant. Thermostat for tack oil tank is 50/200° F. Thermostat for asphalt aggregate hopper is 0/300° F. Digital with temperature read out. Thermostat for the asphalt hopper has built in high limit safety shut down switch. Same thermostat controls the 12 volt LP Gas fired system and the 220 volt electric heating system.
7. **EMULSION OIL TANK CAPACITY AND HEATING SYSTEM**
The tank, built onto the main body, has a capacity of 100 gallons and a double steel jacket with 2" insulation. The tank is equipped with a heat transfer system with an adjustable temperature valve that is capable of heating the emulsion oil from 0 to 150° F., using the truck engine coolant system as the heat source. *The emulsion pump and all lines are in an insulated heated area.* The tank has 220 volt thermostat controlled **NEMA explosion proof** dry well electric heater. Tank has an 8" fill spout and a 2" gate valve on tank drain. *For ease of maintenance or change out of heater, tank does not have to be drained.*
8. **ELECTRIC HEATING SYSTEM**
The asphalt aggregate hopper and liquid asphalt oil tank is heated by a 220 volt, 62 kw **OSHA required NEMA explosion proof** dry well electric heater and two (2) each 800 w Heat Riser Plates, thermostat controlled with 25' of cord with dual in-line 30 amp fuses with MOV 220 vac surge absorber. The heating system is capable of maintaining heated material up to 300° F. during non-working hours.
9. **FRAME MOUNTED LP GAS BOTTLE**



H.D. INDUSTRIES, Inc.

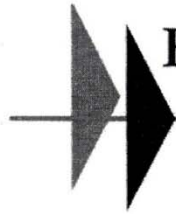
Pro-Patch Pot Hole Patcher

P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · www.pro-patch.com

ASPHALT POTHOLE PATCHER SPECIFICATIONS MODEL TCM 600-100-DHE City of Bentonville, AR BID NO: IFB-19-40

50 Gallon frame mounted LP gas Bottle with quick fill connector, 10 PSI regulator and fuel sight gauge.

10. **HAND TORCH**
For drying off repair site and cleaning hand tools, the unit has a 750,000 BTU Power Jet 8017 hand torch with shut-off valve and 10' of hose with hose rack. Hand torch has mounting bracket for transport.
11. **TEMPERATURE GAUGES**
The unit has two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.
12. **LIQUID ASPHALT OIL PUMP**
A hydraulically driven, 1 1/2" self priming, variable speed, reversible, rotary gear pump with relief valve. Operating at 20 GPM at 1200 RPM, 100 PSI. *The emulsion pump and all oil lines are in an insulated heated area.* The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip. *Air injection systems do not have this capability.*
13. **DIESEL FUEL / RELEASING AGENT STORAGE TANK**
An 18 gallon capacity tank, equipped with a 1.6 gpm @ 60 psi 12 volt DC pump and a hand sprayer for cleaning tools and unit. There shall be a connector valve for flushing road oil pump and lines and a 1" drain. For easy hopper cleaning access and to spray hopper before loading, units with a work deck shall have an additional front mounted spray wand with 3 ft. of hose.
14. **DIESEL FUEL HOSE REEL**
Hose reel for diesel fuel spray wand has 20' of hose. Reel is spring loaded auto-retractable.
15. **LIQUID ASPHALT HAND SPRAYER**
A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 15' x 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.
16. **PAVEMENT BREAKER**
Stanley BR45, Pavement Breakers, complete with quick couplers, asphalt cutter, tamper and detachable shank with lockable transporting bracket.
17. **HYDRAULIC TOOL LINE HOSE REEL**
Shall be 3000 PSI with dual 25' hydraulic tool lines. Reel is spring loaded auto-retractable.
18. **HYDRAULIC PUMP**
PTO Direct mount hydraulic pump is gear type, variable speed at 12 GPM and has an operating pressure of 2000 PSI at 900 RPM.
19. **HYDRAULIC OIL RESERVOIR**
30 gallon capacity with sight and temperature gauge, ventilated fill cap, 150 micron sump strainer and a 10 micron return filter with 1" gate cutoff valve at filter.
20. **HYDRAULIC OIL COOLER**
An AKG 15 tube hydraulic oil cooler with shroud. Fan operates on 12 vdc and is thermostat controlled at 115° F.



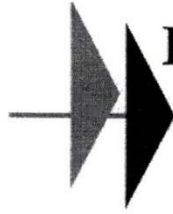
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ASPHALT POTHOLE PATCHER SPECIFICATIONS MODEL TCM 600-100-DHE City of Bentonville, AR BID NO: IFB-19-40

21. **HYDRAULIC HOSE AND FITTINGS**
All high pressure hoses and crimped fittings have a minimum of 8000 PSI burst pressure.
22. **HYDRAULIC CONTROL VALVE**
Five spool, two-way, variable flow with 2200 PSI relief valve. The valve controls hydraulic screw conveyor, hydraulic doors, asphalt agitator, liquid asphalt pump and tool circuit. **The valve has an internal or external safety design that will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open.** This system is designed to divert hydraulic oil pressure back to the tank. Electric solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. The valve is operated from the rear of machine by remote levers. To reduce maintenance problems the main directional control valve stack has no electric solenoids.
23. **HYDRAULIC OPERATED STEEL TOP DOORS**
Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity. Doors are insulated with 2" of high temperature insulation in a double steel jacket. The doors have rain seal caps and flex plates to keep asphalt out of door hinges. Each door shall have a 1 1/2" bore with 13" stroke hydraulic cylinder with bypass and flow control valves. The controls for doors are at the rear of the unit.
24. **HYRAULIC REAR LIFT PLATFORM FOR COMPACTOR**
Equipped with a hydraulically operated lift platform for loading or unloading compactor plate. The platform has a Safety latch in the up position, an in cab "platform down" indicator light with compactor holding down brackets and A pavement breaker mount. All controls for platform are at the rear of the unit.
25. **ASPHALT DISPENSING SYSTEM, SCREW CONVEYOR TYPE**
10' long by 6" diameter progressive screw conveyor has hard surfaced flights welded continuously on 2" scheduled 80 pipe and is ball bearing mounted. Conveyor is driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. Shall have a delivery chute with 120° of pivot. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*
26. **ASPHALT AGITATOR**
The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 13,000 in.lb. torque variable speed hydraulic motor with forward and reverse. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*
27. **HYDRAULIC SECONDARY AUGER MOTOR**
A secondary, hydraulic, 13,000 in. lb. torque, variable speed booster motor installed at rear of auger to assist in dispensing bad or stiff asphalt mix. This also eliminates shearing coupler keys and bo/ts in the auger shaft.
28. **STANLEY COMPACTOR PLATE**
Model SFP1850 Equipped with 5.5 hp gasoline Honda Engine with auto oil alarm shut down. Operating Weight 220#, centrifugal force 4000#, plate size is 20" x 23", water tank and locking holding down brackets.
29. **WATER TANK**
A frame mounted stainless steel ten (10) gallon tank with valve and hose. Water supply for asphalt compactor plate.



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Pro-Patch Pot Hole Patcher

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ASPHALT POTHOLE PATCHER SPECIFICATIONS MODEL TCM 600-100-DHE City of Bentonville, AR BID NO: IFB-19-40

30. **DRIP PAN**
An eight (8) gallon drip pan for waste oil combination, for flushing pump, spray wand and lines at the end of the work Day, with necessary valve for draining.
31. **WORK DECK**
18"x46" work deck shall be constructed of 1/4" angle iron and 3/16" expanded metal and expanded metal steps with assist hand rails and shall be mounted between truck and hopper body. Deck provides easy and safe access to emulsion oil tank and asphalt hopper.
32. **SPOILS BIN**
The spoils bin is 30" wide with a 1.25 cubic yard capacity, gravity dump. Asphalt spoils may be loaded or discharged from both sides of the truck.
33. **DIRECTIONAL ARROW BOARD**
State D.O.T. Approved Superior Signal model SRTA16. With 16 amber (L.E.D.) lights, 32 flash patterns, 8 patterns per function. Arrow flashing left, right, and warning bar. The board is mounted on the rear of the patch unit with in cab controls.
34. **STROBE LIGHT**
A pedestal mounted Meteorlight model SY2000 LED Amber, 80 Flashes per minute.
35. **TRUCKLITE RECTANGLE 6.5" OVAL TAIL LIGHTS**
RED, CLEAR, AMBER, & STROBE tail lights
36. **GRILL MOUNT STROBE LIGHT**
Superior Signal SS-SYLED04-AA, Amber or White 4" Front Grill Strobe Lights, 22 flash patterns.
37. **WORK LIGHTS**
Three (3) each 5" LED Flood Work Lights; Two (2) Rear Mount & One (1) Mount to light up inside of Hopper and LED Light-in Control Panel.
38. **WATER COOLER**
5 Gallon Water Cooler Rack.
39. **BACKUP CAMERA**
Backup Camera RVS-770613 – Kit1 Color w/ audio sound
40. **ASPHALT LUTE AND SHOVEL HOLDERS**
Two (2) each spring loaded asphalt lute and shovel holders. One (1) mounted driver's side and one (1) mounted curb side of unit.
41. **P.T.O.**
A Chelsea Hot Shift with over speed.
42. **ELECTRONIC THROTTLE CONTROL**



H.D. INDUSTRIES, Inc.

Pro-Patch Pot Hole Patcher

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**ASPHALT POTHOLE PATCHER
SPECIFICATIONS MODEL TCM 600-100-DHE
City of Bentonville, AR
BID NO: IFB-19-40**

A two (2) or three (3) speed, depending on application, rear mounted remote switch allows operator more control over which speed and pressure each particular job requires. As a safety feature, the switch will not function unless the park brake is set on the vehicle.

43. **COLOR**

Standard color Gloss Black. Two (2) parts epoxy primer, two (2) finish coats polyurethane with epoxy hardener.

44. **SERVICE MANUALS AND TRAINING**

H.D. Industries, will furnish two (2) parts, service and operators manuals with a two (2) day training program for each machine and delivery.

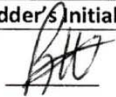
The additional warranty shall include factory technical support by emailing info@pro-patch.com or call 1-800-256-6126. The Purchaser or end user shall be given a password that will give them 24 hour operating and maintenance instructions on any computer or smart phone.



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Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	



OZARK KENWORTH, INC. ("Dealer")

doing business as: MHC KENWORTH/VOLVO - SPRINGDALE

NEW TRUCK ORDER

SPRINGDALE, AR 72762
4678 N 45TH ST
1-479-756-1200

PURCHASER		ADDRESS					
City of Bentonville		117 W Central Ave					
BUSINESS PHONE	OTHER PHONE	CITY	STATE	ZIP CODE	COUNTY	DATE	
479-271-3159	479-271-5913	Bentonville	AR	72712-5256	BENTON	06/04/2019	
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE	SALESPERSON		
1	2020	KW	T440 6X4		BRYAN WHITE		
STOCK NUMBER	COLOR	TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE		
		09/27/2019			Cash		
SERIAL NUMBERS							
PRICE OF VEHICLE(s) W/O FET					\$180,563.28		
2020 KENWORTH T440							

TRADE TERMS AGREEMENT APPLICABLE ☐ YES ☒ NO

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			ADD F.E.T.
YEAR	MAKE	MODEL	SUBTOTAL
			\$180,563.28
			BUSINESS TAX
SERIAL NUMBER			SALES TAX
			LOCAL TAX
BALANCE OWED TO			TRADE DIFFERENCE
			REGISTRATION FEES
			TOTAL DELIVERED PRICE
			\$180,563.28
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			\$180,563.28
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.			
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

TERMS AND CONDITIONS ON PAGE 2 HEREOF

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):	DATE	DATE
		6/5/19

(27-93942-124500)

TRCK-SALE-WI-4.3-02-A (REV 05/13)

Customer Initials _____

MHCUDI795000

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY, NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY, TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly IN LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty.

Used Vehicles: Dealer sells any used vehicle **AS IS** with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded-in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such trade-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the anybody); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer designated on the front side hereof, without giving effect to the choice of laws provisions thereof. The remedies expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.



MHC Kenworth - Springdale (O996)
4720 West Sunset
Springdale, Arkansas 72762

City Of Bentonville
117 West Central
Bentonville, Arkansas 72712
United States of America

Bryan White
Phone:
Email: bryan.white@mhc.com

Gladys Shoemake
Phone:
Email: gshoemake@bentonvillear.com

Vehicle Summary

	Unit		Chassis
Model:	T400 Series Conventional.	Fr Axle Load (lbs):	12000
Type:	FULL TRUCK	Rr Axle Load (lbs):	40000
Description 1:	T440 POT HOLE PATCH	G.C.W. (lbs):	52000
Description 2:			
	Application	Road Conditions:	
Intended Serv.:	Local pickup & delivery: Vehicles which	Class A (Highway)	90
Commodity:	Asphalt.	Class B (Hwy/Mtn)	10
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
	Body	Maximum Grade:	6
Type:	Service body.	Wheelbase (in):	208
Length (ft):	16	Overhang (in):	60
Height (ft):	13	Fr Axle to BOC (in):	67.4
Max Laden Weight (lbs):	4000		
	Trailer	Cab to Axle (in):	140.6
No. of Trailer Axles:	0	Cab to EOF (in):	200.6
Type:		Overall Comb. Length (in):	318
Length (ft):	0		
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
	Restrictions		
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2019
Deal: T440 POT HOLE PATCH
Printed On: 6/3/2019 7:27:09 AM

Date: June 03, 2019
Quote Number: QUO-403554-K8W3S4



Sales Code	Std/ Opt	Description	Weight
Model			
0000410	S	T400 Series Conventional.	11,518
0070070	O	T440 6x4 Class 8	0
0072000	O	Chassis operation will not include a stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
0090062	O	T440 6x4 Class 8	0
Engine & Equipment			
0129569	O	PACCAR PX-9 370 2017 370@2000 365@2100 1250@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09260 P14 64....Max Vehicle Speed in Top Gea N09440 P11 NO....Engine Protection Shtdwn N09460 P06 NO....Gear Down Protection N09300 P19 64....Max Cruise Control Speed N09720 P230 YES...Enable Hot Ambient Automatic N09500 P02 NO....Cruise Control Auto Resume N09520 P04 NO....Auto Engine Brake in Cruise N09480 P26 1400...Max PTO Speed N09580 P32 1....Idle Shtdwn Time N09680 P33 NO....Idle Shtdwn Override N09560 P520 YES...Enable Idle Shutdown Park Br N09600 P233 YES...Enable Impending Shutdown Wa N09780 P47 80....High Ambient Temperature Thr N09740 P46 0....Low Ambient Temperature Thre N09200 N205 120....Standard Maximum Speed Limit N09620 P234 60....Timer For Impending Shutdown N09360 N203 252...Reserve Speed Function Reset N09640 P516 0....Engine Load Threshold N09400 N206 10....Maximum Active Distance (N20 N09420 N201 0....Reserve Speed Limit Offset (N09760 P56 60....Intermediate Ambient Tempera N09380 N202 0....Maximum Cycle Distance (N202 N09220 N207 0....Expiration Distance (N207) N09540 N209 0....Expiration Distance (N209)	0
1000151	S	PremierSpec	0
1000684		Effective VSL Setting NA	0
1000857	S	Engine Idle Shutdown Timer Enabled	0

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Date: June 03, 2019
 Quote Number: QUO-403554-K8W3S4



Sales Code	Std/ Opt	Description	Weight
1000859	O	Enable EIST Ambient Temp Override	0
1000891		Eff EIST NA Expiration Miles	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1051092	S	Engine mount Powercore air cleaner. w/constant torque SS clamps, pop-up air restriction indicator. Pop-up indicator is standard.	0
1105231	S	Fan Hub: Horton On/Off for PX-9 or ISLG	0
1122505	S	Cooling module: 1300 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant. Drain valve is not available w/Allison transmissions.	0
1247166	O	Exhaust: 2017 EPA RH Under DPF/SCR w/ RH side of cab vertical tailpipe w/ daycabs, extended daycabs, or modular sleepers.	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	-3
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0
1321200	O	Run Aid:None *For Fuel Filter	0
1321300	O	Start Aid:None *For Fuel Filter	0
1500029	S	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0
1816260	S	Alternator: PACCAR 160 amp, brush type	0
1825612	O	Batteries: 2 Optima 31A Threaded post (900) 1800 CCA.	6
1836100	S	Starter: PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	0
1900976	O	Body Builder Control Harness coiled EOF for customer installed remote throttle and remote PTO controls. Harness includes Remote PTO control and Remote Throttle controls. T680/T880 models do not require 12-way engine connector sales codes. All other models require (1900082 or 1900084).	2
Transmission & Clutch			
2016154	O	Transmission: Allison 4000RDS 6-speed	641

Price Level: January 1, 2019
Deal: T440 POT HOLE PATCH
Printed On: 6/3/2019 7:27:09 AM

Date: June 03, 2019
Quote Number: QUO-403554-K8W3S4



Sales Code	Std/ Opt	Description	Weight
		w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	
2406452	O	Driveline: 2 SPL170XL 1 centerbearing requires 3500057 interaxle driveline.	46
2410018	O	Torque converter included w/Allison Transmission.	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0
2410204	O	Delete Allison Fuel Sense	0
2410244	O	J1939 Park Brake Auto Neutral	0
2429100	O	Chassis will be fitted w/ LH transmission PTO. (Prevents ECU F/Interfering w/ PTO Only).	0
Front Axle & Equipment			
2512042	S	Meritor MFS12E PLUS 12.5K 3.5in. drop standard track	0
2621310	O	Front Brakes: 14.6K Bendix ES s-cam 16.5x5 in.	-62
2690002	O	Front Brake Drums: 14.6K 16.5x5 in. cast.	78
2701300	O	Front Hub: aluminum hub pilot 13,200 lbs. 10-Bolt, 11-1/4 in. bolt circle .	0
2741970	S	ConMet PreSet Plus Hub package; front axle.	0
2750001	S	Hubcap: front vented.	0
2765001	O	Front Auto Slack Adjuster.	0
2863012	S	Front Springs: Taperleaf 12K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L.	0
2895121	S	Single power steering gear: 13.2K Sheppard M100P.	0
Rear Axle & Equipment			
3122245	O	Dual Meritor MT40-14X3 Hypoid rear axle rated at 40K. Tandem rear axle.	725
3200586	O	Rear Axle Ratio - 5.86.	0
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
3392005	O	Dual Rear Brake Drums: cast.	0
3403460	O	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	104

Price Level: January 1, 2019
 Deal: T440 POT HOLE PATCH
 Printed On: 6/3/2019 7:27:09 AM

Date: June 03, 2019
 Quote Number: QUO-403554-K8W3S4



Sales Code	Std/ Opt	Description	Weight
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.	0
3465002	O	Dual Rear axle automatic slack adjusters.	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel; replaces standard 2-1/2 in. travel. Helps keep brakes in adjustment longer.	4
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3500057	O	Interaxle driveline 1 Dana SPL170XL	-4
3730026	O	Rear suspension: Tandem Kenworth Airglide 400L 40K. 54 in. axle spacing. Air suspension w/ 8.5 in. ride height. Includes single leveling valve. Includes air suspension dump valve.	258
Tires & Wheels			
4077522	O	Front tires: Bridgestone M853 11R22.5 16PR. 41.8 in. diameter. 19.4 in. SLR.	44
4277382	O	Rear tires: Bridgestone M843 11R22.5 14PR. 25/32 tread depth all position. On/off highway. 42.5 in. diameter. 19.9 in. SLR. Code is priced per pair of tires.	0
4900008	O	Rear Tire Quantity: 8	0
5042258	O	Front Wheel: Accuride 50291 22.5X8.25 steel heavy-duty 22.5x8.25; Steel Armor[TM] powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand holes. Air disc brake compatible.	22
5242258	O	Rear Wheel: Accuride 50291 white 22.5X8.25 heavy-duty 22.5x8.25; Steel Armor[TM] powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	88
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment			
6054400	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 285 in. to 336 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	146
6302460	S	Bumper: Tapered painted steel channel. Requires a bumper setting code.	0
6319050	S	50 in. Bumper setting. Requires a bumper code.	0
6324025	O	Front tow hook: Center mounted, cast.	28

Price Level: January 1, 2019
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Date: June 03, 2019
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Sales Code	Std/ Opt	Description	Weight
		Requires iron front drive brackets.	
6390103	S	Front mudflaps.	0
6390304	S	Brackets, Front Drive: Aluminum up to 15,999 lbs.	0
6390312	O	Brackets: Iron front spring drive. Included with front spring capacity of 16,000 lbs or greater; code not required.	47
6405000	O	In-cab steel battery box: under rider seat or in stand alone box. Requires appropriate AGM battery code, which varies by model, and appropriate rider seat code be selected prior to entering the workscreen. Includes 1 battery disconnect switch.	-9
6409906	O	In-Cab battery box location: Under rider seat.	0
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7010056	O	Fuel Tank: 56 US gallon 22in. aluminum under replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	0
7722005	O	DEF tank 6.9 clear BOC [CBOC], requires LH under cab fuel tank. This tank has 6.9 gallons of usable volume. The tank will be located inboard of the LH under cab fuel tank. There is no frame space required to locate this tank. Not for use on sleeper chassis. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	-23
7889203	S	Standard DEF to fuel fill ratio: 2:1 or greater.	0
7889604	S	DEF tank location is on the LH.	0
7920056	O	Location: 56 gal fuel tank LH under cab	0
Cab & Equipment			
8024310	S	Cab: Curved Glass Conventional. Cab Includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring	0

Price Level: January 1, 2019
Deal: T440 POT HOLE PATCH
Printed On: 6/3/2019 7:27:09 AM

Date: June 03, 2019
Quote Number: QUO-403554-K8W3S4



Sales Code	Std/Opt	Description	Weight
		for interior lights, automated pre-trip inspection, short and open check diagnostics. Warning alarm will sound when lights are left on.	
8090450	S	Hood: Sloped Aerodynamic T440 Hood. Includes hood and mounted grille, split fenders w/ mudflaps, & separate bumper.	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0
8201200	S	Adjustable telescoping tilt steering column.	10
8205123	O	Switch & Wiring for Customer-Installed PTO. Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	0
8282004	S	KW Driver Information Center: Includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	0
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8282107	S	Large flat panel on dash For customer-installed controls. Reduces gauge count by 6.	0
8331140	S	Cab Interior: Summit. T440/T470 Only. Includes smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floor mats.	0
8343304	S	Interior color: Slate Gray w/trim Dark Slate Gray	0
8410181	O	Driver seat: Kenworth Air cushion Plus IB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	-6
8450180	O	Rider seat: Kenworth Plus battery box IB vinyl. Standard features include fixed base and backrest, fixed seat base and backrest, and dual armrests. Seat cushion is 19.5 inches. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	-37
8490110	S	Seat color: Dark Slate Gray.	0
8601420	O	Kenworth Radio with AM/FM/WB	4

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Sales Code	Std/ Opt	Description	Weight
8699514	O	Speakers: Four 4 in. x 6 in. high performance. Adds 2 speakers to the Panasonic standard 2. Located in cab header & rear cab corners.	0
8700108	O	Under dash center console: Includes one cupholder & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only.	0
8700168	S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	0
8700186	S	Electric LH & RH door locks.	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0
8800400	S	Grabhandle: LH inside door frame above dash.	0
8800401	S	Grabhandle: RH inside door frame above dash.	0
8832115	S	Daylite Door: LH/RH includes RH peeper window	0
8841411	S	Single air horn under cab.	0
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0
8862101	S	Mirror: Dual Prutsmann mirror 7 in. x 16 in. polished stainless steel, and non-heated.	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0
8871438	S	Rear Cab Stationary Window 17 in. x 36 in.	0
8879213	O	Electric-powered LH & RH door window lifts. Switch located on door.	0
8890100	S	One-piece windshield, w/ curved glass.	0
8890898	O	Link Cabmate suspension.	22
Lights & Instruments			
9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0
9020164	S	Marker Lights: with small round base, Five cab roof mounted.	0
9030010	S	Turn Signal Lights: Mounted on fender	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0
9080202	O	Switch & Wiring: Customer-installed dual beacon lights w/o insulators. Coiled wire behind dash.	1
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0

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Sales Code	Std/ Opt	Description	Weight
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/tum, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0
Air Equipment			
9101215	S	Air Dryer Bendix AD-1S heated Puraguard	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
Extended Warranty			
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
9200021	O	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
Miscellaneous			
9400072	O	Ship to Dealer.	0
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
Promotions			
Paint			
9700000	O	Paint color number(s). N9702 A - L0006 WHITE N9770 BUMPER N9720 FRAME N0001 BLACK	0
9943014	O	Steel Bumper Painted Frame Color	0
9943050	O	Day Cab Standard Paint	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0
Order Comments			

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Total Weight

13,650

Prices and Specifications Subject to Change Without Notice.

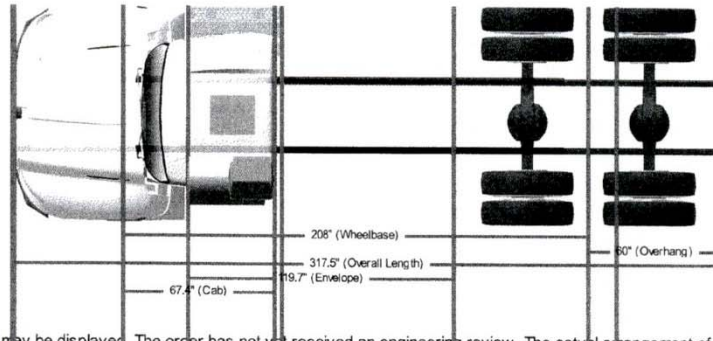
Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

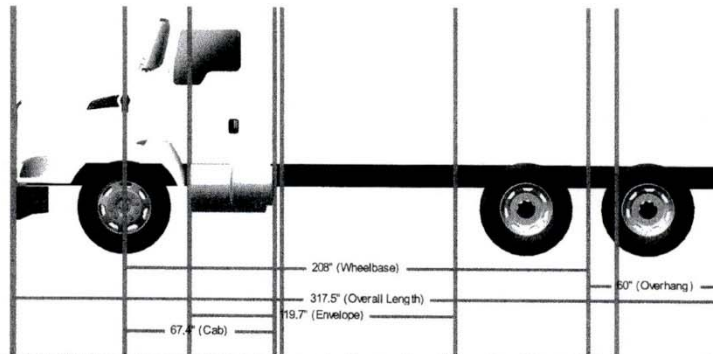
While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

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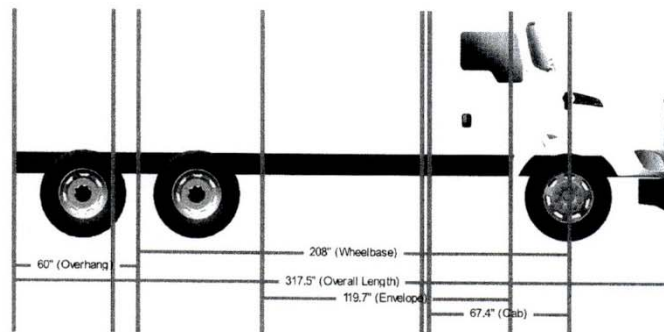
Date: June 03, 2019
Quote Number: QUO-403554-K8W3S4



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.
Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.



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Dtpo: Actual Class 400 Customer City Of Bonaville. Add a Custom Frame Layout code if an exact layout is required.

https://kwsalestool.lob.paccar.net/experlogix/site/pages/PACCAR/FrameComponentsWorkscreen/Printscreen.aspx?left=true&right=true&top=true&hz=true&pric... 2/3

6/3/2019 <https://kwsalestool.lob.paccar.net/experlogix/site/pages/PACCAR/FrameComponentsWorkscreen/Printscreen.aspx?left=true&right=true&top=true&...>

Dtpo: Truck Model: T400 Customer: City Of Bentonville

Selected Options

Sales Option	Description	Width	Side
7010056	Fuel Tank: 56 US gallon 22in. aluminu...	22	Left
7722005	DEF tank 6.9 clear BOC [CBOC], requi...	18.9	Left
6405000	In-cab steel battery box: under rider ...	18	Center

Available Space: Left: 81.1 in. Center: 89.7 in. Right: 82.7 in.

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HORIZONTAL DIMENSIONS

Dimension	Measurement	Start	End
Axle Spacing	54	181	235
Bumper to Back of Cab	117.4	-50	67.4
Bumper to Front Axle	50	-50	0
Bumper to Front Frame	0.5	-50	-49.5
Cab to End of Frame	200.6	67.4	268
Cab to Rear Axle	140.6	67.4	208
Effective Bumper to Back Of Cab	117.4	-50	67.4
Frame Length	317.5	-49.5	268
Front Axle to Back of Cab	67.4	0	67.4
Front of Frame to Axle	49.5	-49.5	0
Load Space	200.6	67.4	268
Overall Length	318	-50	268
Overhang	60	208	268
Pusher Offset #1	27	181	208
Pusher Offset #2	27	181	208
Pusher Offset #3	27	181	208
Tag Offset	27	208	235
Wheelbase	208	0	208

VEHICLE SUMMARY

SUMMARY		VEHICLE COMPONENTS	
Quote/DTPO #	QUO-403554-K8W3S4	Model	T440 6x4 Class 8
Quote Name	T440 POT HOLE PATCH	Engine	PACCAR PX-9 370 2017 370@2000 365@2100 1250@1400
Model	T440 6x4 Class 8	Front Axle	Meritor MFS12E PLUS 12.5K 3.5in. drop standard
Vehicle Type	FULL TRUCK	Front Tire	Front tires: Bridgestone M853 11R22.5 16PR.
Body Type	Service body.	Front Wheel	Front Wheel: Accuride 50291 22.5X8.25 steel
Trailer Type		Rear Axle	Dual Meritor MT40-14X3 Hypoid rear axle
Intended Service	Local pickup & delivery: Vehicles which haul	Rear Tire	Rear tires: Bridgestone M843 11R22.5 14PR.
Do Not Drive?	False	Rear Wheel	Rear Wheel: Accuride 50291 white 22.5X8.25
List Price	\$177,516		
Weight	13,650 #		

6/3/2019

VEHICLE COMPONENTS

Rear Axle Ratio	5.86
Transmission	Transmission: Allison 4000RDS 6-speed
Suspension	Rear suspension: Tandem Kenworth Airglide 400L
Frame Rail	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to
Cab	Cab: Curved Glass Conventional.
Sleeper	
Exhaust System	Exhaust: 2017 EPA RH Under DPF/SCR w/ RH

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	2512042	Meritor MFS12E PLUS 12.5K 3.5in. drop standard	12,500
Springs	2863012	Front Springs: Taperleaf 12K w/ shock absorbers	12,000
Power Steering	2895121	Single power steering gear: 13.2K Sheppard M100P.	13,200
Hubs, Drums	2701300	Front Hub: aluminum hub pilot 13,200 lbs.	13,200
Brakes	2621310	Front Brakes: 14.6K Bendix ES s-cam 16.5x5 in.	14,600
Tires	4077522	Front tires: Bridgestone M853 11R22.5 16PR.	13,220
Wheels	5042258	Front Wheel: Accuride 50291 22.5X8.25 steel	16,000

Requested Front (Lbs): 10,000
Minimum: 8,000
Maximum: 12,000

The front axle weight rating cannot exceed 12000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	3122245	Dual Meritor MT40-14X3 Hypoid rear axle	40,000
Hubs, Drums	3403460	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	52,000

REAR AXLE COMPONENTS

Service Brakes	3334004	Dual Rear Brakes 16-1/2x7 in. to 46K;	46,000
Spring Brakes	3485207	Spring Brake: 3030 long stroke dual 30 square	52,000
Suspension	3730026	Rear suspension: Tandem Kenworth Airglide 400L	40,000
Tires	4277382	Rear tires: Bridgestone M843 11R22.5 14PR.	46,720
Wheels	5242258	Rear Wheel: Accuride 50291 white 22.5X8.25	64,000

Requested Rear (Lbs): 20,000
 Minimum: 16,000
 Maximum: 40,000

The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs) 30,000
Min 10,000
Max 999,000

The Gross Combination Weight Rating rating cannot exceed 999000

VOCATIONAL DIMENSIONS

SUMMARY

Vocational Status	True
Truck Model	T400 Series Conventional.
Vehicle Type	FULL TRUCK
Intended Service	Local pickup & delivery: Vehicles which haul

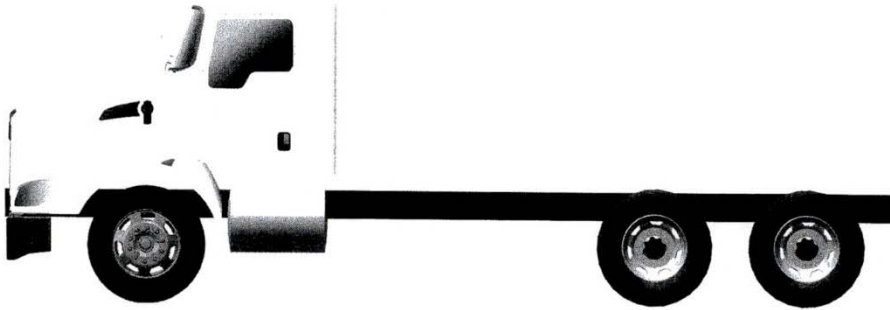
DIMENSIONS					GRADE				
Wheelbase	208	✓	100	500	Max Grade (%)	6	✓	0	25
Overhang	60	✓	-1	200					
Cab to Axle (in)	140.6	✓	28.6	428.6					

BODY					HIGHWAY USAGE				
Category	Measurement		Min	Max	Class	Percent		Min	Max
Length (ft)	16	✓	1	65	Class A %	90	✓	0	99
Height (ft)	13	✓	0	14	Class B %	10	✓	0	100
Width (in)	102	✓	0	140	Class C %	0	✓	0	100
Weight (lbs)	4000	✓	500	150000	Class D %	0	✓	0	100

Weight Distribution

Model: T400

Actual performance of a specific unit can be affected by your operating conditions. The performance calculations should only be used as a guideline.



Recommended 5th wheel setting to achieve specified ground loads; measured from centerline of drive axles: 15 in. from the centerline of the drive axle(s).

Weight (lbs)	Front	Rear	Total
Chassis	8692	4958	13650
Tools/Driver	263	112	375
Fuel & DEF	359	107	467
Max Payload	2686	34823	37508
Auxiliary Payload	0	0	0
Total	12000	40000	52000
Specify Ground Load	12000	40000	

Auxiliary Payload

Item	Location from FA CL	Weight	Point Description
Load Point #1	0	0	
Load Point #2	0	0	
Load Point #3	0	0	
Component(s)	-	0	Composite Totals

Fifth wheel slide length is **0** inches
 Selected rearmost setting is **0** inches
 Wheelbase measurement: **208** inches
 Overhang measurement: **0** inches



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Jake Harper

Department

Accounting

Phone

271-6781

ACTION REQUIRED:

Approve ordinance for a Bid Waiver to Stephens Insurance for property insurance for the period of July 9, 2019 through July 8, 2020. This policy will be with Affiliated FM. Stephens Insurance acts as the Cities broker for property insurance, reaching out to insurance carriers and recommending the carrier chosen. See the attached proposal.

COST TO CITY:

Cost of this Request: \$242,495

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	373,019
Funds Expended to Date		
Remaining Budget		373,019
Budget Adjustment		
Remaining After Adjustment	\$	373,019

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

[illegible]

City Of Bentonville,

INSURANCE PROPOSAL
2019-2020

Stephens

Stephens Insurance, LLC

Presented by:

Bill Cobb

111 Center St
Little Rock, AR 72201-4451

THE STEPHENS STORY

Since our founding, Stephens, Inc. has pursued an independent course. Our firm is built on long-term relationships and enduring values, establishing an international reputation for vision, integrity and innovation. Free from herd mentality, short-term thinking and quarter-to-quarter imperatives, we've always stayed focused on the people who matter most: *our clients*.

RANGE OF OFFERINGS

CAPITAL MANAGEMENT Institutional investment management, with a unique perspective that builds enduring value for our clients.	INSTITUTIONAL EQUITIES & RESEARCH Objective, quality research covering 400+ companies in 40+ industries and sub-sectors, along with customized sales and trading solutions for clients in North America and abroad.	FIXED INCOME SALES & TRADING Serving an international client base of individuals and major institutional accounts, with deep expertise in bond swaps, mortgage portfolio analysis and asset/liability management.
INSURANCE Annuities, life, health, employee benefits, pharmacy, and property & casualty insurance services and consulting for individuals, businesses and government entities.	INVESTMENT BANKING Objective, expert advice on mergers and acquisitions, restructurings, recapitalizations, underwritings of public debt and equity securities, and private placements.	PUBLIC FINANCE Strategic solutions based on deep expertise in general obligations, sales tax, utilities, education, healthcare, housing and tax increment financing.
STEPHENS CAPITAL PARTNERS A financial partner for business owners and managers, investing capital for the Stephens family since the 1950s.	PRIVATE WEALTH MANAGEMENT Assisting high-net worth families accumulate, enhance, and preserve wealth for future generations.	FAMILY ADVISORY Connecting family businesses and family offices to the ideas, expertise, strategies and opportunities they need to protect and grow their assets.

Stephens Insurance, LLC

ABOUT US

An affiliate of Stephens Inc., Stephens Insurance, LLC provides life, health, employee benefit, and property & casualty insurance services and consulting to our clients.

Founded in 1987, we began as a Life and Health agency to support Stephens, Inc. in the sale of annuities, life and long-term care insurance. The firm has since been expanded through acquisitions of experienced employee benefits advisors, and the development of a full range of property and casualty brokerage and claims management services with acquisitions in Arkansas, Oklahoma, and Texas.

In 2019, Miles Stephens was appointed President and CEO of Stephens Insurance, marking a significant, long-term interest of the Stephens organization, and positioning the insurance department for future sustainable growth.

Today, Stephens Insurance is the largest full-service insurance broker and consultant in Arkansas and a top 100 U.S. broker by revenue. Through strategic industry relationships, Stephens Insurance is able to offer exclusive, customized personal insurance and business insurance solutions unavailable through many other insurance providers.

OFFICES BY LOCATION

Stephens Insurance is headquartered in Little Rock, Arkansas, with offices located in Fayetteville, Dallas, Austin, Houston and Jackson.



Stephens Insurance, LLC is an Equal Opportunity Employer. Minorities and women are encouraged to apply. Stephens Insurance, LLC is an Equal Opportunity Employer. Minorities and women are encouraged to apply.

City Of Bentonville, | 3

RESOURCES

CLAIMS MANAGEMENT

At Stephens Insurance, we take an active role in the management of your claims. Our Service Team is committed to assuring you receive prompt and fair treatment for any claim involving coverage extended by our agency, to you or your company.

LOSS CONTROL AND RISK MANAGEMENT

A successful Loss Control/Risk Management Program is based on a successful partnership between Stephens Insurance, you and your insurance carrier. As a team, all parties must work together to protect you, your business and to prevent future loss.

We will provide you with technical advice, resources, and assistance in developing, improving and monitoring an effective Loss Control/Risk Management program by:

- Reviewing your current Loss Control/Risk Management program;
- Analyzing loss data to identify specific areas which generate the greatest claim frequency;
- Reviewing your current environment and operations, including your physical assets, personnel practices, and organization of management;
- Conducting visits to all locations to develop a risk profile and to define management and insurance carrier responsibilities;
- Developing, improving, and implementing a Loss Control/Risk Management program with a written plan of expectations. (This program will be consistent with your management style and easily implemented);
- Establishing a meeting schedule to review and discuss safety and loss analysis reports with management and/or staff as required by your insurance carrier.

EMPLOYEE BENEFITS

Stephens Insurance offers a full range of Employee Benefits that may be tailored to fit the needs of your company. With access to virtually all the major benefit companies in the US, we have the resources;

- | | |
|-------------------------|--|
| ▪ Medical – Health Care | ▪ Long and Short-Term Disability |
| ▪ Dental Coverage | ▪ Group Retirement Plans |
| ▪ Life Insurance | ▪ 401K / Pension and/or Profit Sharing |

knowledge and experience to help customize your benefits program to include any or all the following:

Stephens Insurance also has the experience to advise and administer both fully insured and partially self-insured plans.

YOUR SERVICE TEAM

PRIMARY SERVICE TEAM

Insurance Advisor	Bill Cobb	(501)377-8305	bill.cobb@stephens.com
Account Manager	Felecia Prince	(501)377-8459	felecia.prince@stephens.com

ADDITIONAL SERVICE TEAM MEMBERS

Bonds	Elizabeth Browning	(501)377-8442	elizabeth.browning@stephens.com
Claims Management	Denver Fletcher	(501)377-3431	denver.fletcher@stephens.com
	Courtney McLarty	(501)377-8378	courtney.mclarty@stephens.com
	Heba Brown	(501)377-8326	heba.brown@stephens.com
General Counsel	Patrick McAlpine	(501)377-8141	patrick.mcalpine@stephens.com
Loss Control	David Nigus	(501)377-8845	david.nigus@stephens.com
	Conner Bayliff	(501)377-2054	conner.bayliff@stephens.com
Marketing	Curtis Lassiter	(501)377-2360	curtis.lassiter@stephens.com
	Bob Watkins	(501)377-8201	bob.watkins@stephens.com
	Reagan Miller	(501)377-8181	reagan.miller@stephens.com
Management Liability (Directors & Officers)	Kevin McBride	(214)258-2745	kevin.mcbride@stephens.com
	Sam Robles	(214)258-2743	sam.robles@stephens.com

PROPOSAL INTRODUCTION

You have invested a considerable amount of time, effort, and money in your business. You deserve the service of a company that can provide a comprehensive analysis of all your insurance needs, offer insurance programs that are competitively priced, and extend full protection to meet your specific needs.

You need an insurance broker that is large enough to market your account to more than one leading insurance carrier, yet focused on providing professional, personalized service.

Stephens Insurance is that caliber of an agency. We provide quality attention and protection you and your company deserve. Representing more than 50 major carriers, specializing in every type of insurance coverage, we are able, and honored, to assume the responsibility of meeting your insurance needs.

Our recommendations are based on a careful analysis of the risks unique to you and your company. To this end, we have prepared a sound, competitively priced, insurance proposal for your review.

MARKETS APPROACHED

PROPERTY

Market	Response
Affiliated FM	Incumbent
Alliant	Declined- Can compete with program but are hindered by capacity in the area
Liberty Mutual	Declined- Chose not to quote based on target pricing
SOMPO	Declined- Unable to compete on terms and pricing
Travelers	Indication- Rate structure would be within north of \$.20, no flood or quake limits, higher deductible
Zurich	Declined- Chose not to quote based on target pricing

CITY OF BENTONVILLE, INFORMATION

Phone	(479)271-3118
Website	www.bentonvillear.com
FEIN	716000642
Mailing Address	117 West Central Bentonville, AR 72712
Billing Address	117 West Central Bentonville, AR 72712

INSURANCE PROPOSAL for City of Bentonville

Date: 04 Jun 2019

A. POLICY TERM:

08-July-2019 to 08-July-2020

B. NAMED INSURED:

City of Bentonville

C. POLICY LIMIT:

This Company's total limit of liability, including any insured Business Interruption loss, will not exceed the Policy Limit of **\$208,510,333** as a result of any one **occurrence** subject to the respective sub-limits of liability shown elsewhere in this Policy.

D. POLICY TERRITORY:

Coverage provided by this Policy is limited to property while located within the United States of America and Canada except as follows:

Cyber Coverage Territory

Coverage provided in Data Restoration; Data Service Provider Property Damage and Business Interruption and Owned Network Interruption is limited to anywhere in the world except Cuba, Iran, North Korea, Sudan, Syria or Crimea Region of Ukraine.

E. INSURANCE PROVIDED:

This Policy covers property, as described in this Policy, against ALL RISKS OF PHYSICAL LOSS OR DAMAGE, except as hereinafter excluded, while located as follows:

See Attached Location Schedule.

F. SUB-LIMITS:

Unless otherwise stated below or elsewhere in this Policy, the following sub-limits of liability, including any insured Business Interruption loss, will be the maximum payable and will apply on a per **occurrence** basis.

The sub-limits stated below or elsewhere in this Policy are part of and not in addition to the Policy Limit.

When a limit of liability applies to a **location** or property, such limit of liability will be the maximum amount payable for all loss or damage.

There shall be no liability under this Policy when "NOT COVERED" is shown as a sublimit.

- | | | |
|----|--------------|--|
| 1. | \$50,000,000 | Earth Movement annual aggregate for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Earth Movement, not to exceed: |
| | \$50,000 | Earth Movement annual aggregate as respects Data Service Provider, Errors and Omissions, Off-Premises Service Interruption, Unnamed Property and Supply Chain combined. |

This document is a proposal only and does not constitute an offer of insurance. It is subject to the terms, coverages, conditions, exclusions, and limitations of the actual policy. The actual policy is the only contract between the insured and the insurer. The insured should read the actual policy carefully before accepting it. The insured should also consult with an insurance broker or agent for more information. This document is not to be used for any other purpose.

City Of Bentonville, | 8

Stephens Insurance, LLC

- | | | |
|----|--------------|---|
| 2. | \$50,000,000 | Flood annual aggregate for all coverages provided, and is the maximum amount payable for all loss or damage caused by or resulting from Flood, not to exceed: |
| | \$50,000 | Flood annual aggregate as respects Data Service Provider, Errors and Omissions, Off-Premises Service Interruption, Unnamed Property and Supply Chain combined. |
| 3. | \$200,000 | Street lights, Street Signs, Traffic Signs and Lights, Stadium Lights |
| 4. | \$500,000 | Cyber event annual aggregate as respects Data Restoration and Owned Network Interruption combined. |
| 5. | \$500,000 | Cyber event annual aggregate for loss or damage to stock in process or finished goods manufactured by or for the Insured caused by or resulting from cyber event that impacts the processing, manufacturing, or testing of such property or while it is otherwise being worked on. |

Additional Coverages

\$500,000	Accounts Receivable
\$100,000	Arson or Theft Reward
Policy Limit	Brand Protection
\$100,000	Change of Temperature
\$100,000	Communicable Disease - Property Damage annual aggregate
\$500,000	Data Restoration annual aggregate
\$50,000	Data Service Provider - Property Damage annual aggregate
Policy Limit	Debris Removal
Policy Limit	Decontamination Costs
\$100,000	Deferred Payment
Policy Limit	Demolition and Increased Cost of Construction
\$1,000,000	Errors and Omissions
\$250,000	Expediting Expenses
\$250,000	Fine Arts not to exceed \$10,000 per item for irreplaceable Fine Arts
\$50,000	Green Coverage not to exceed 25% of the amount of the property damage loss
\$50,000	Land and Water Clean Up Expense annual aggregate
\$100,000	Locks and Keys
\$100,000	Money and Securities
\$2,500,000	Newly Acquired Property
\$250,000	Off-Premises Service Interruption - Property Damage
\$100,000	Professional Fees
Policy Limit	Property Removed from a Location
Policy Limit	Protection and Preservation of Property - Property Damage not to exceed \$250,000 for security costs
\$100,000	Tax Treatment
\$100,000	Tenants Legal Liability
	Terrorism Coverage and the Supplemental United States Certified Act of Terrorism Endorsement
\$208,510,333	A. United States Certified Act of Terrorism coverage
\$100,000	B. Terrorism Coverage for Locations Outside of the United States annual aggregate not to exceed \$100,000 annual aggregate for Property Removed from a Location, Unnamed Property and Flood
\$250,000	Transit not to exceed \$250,000 for Business Interruption
\$1,000,000	Unnamed Property
\$500,000	Valuable Papers and Records not to exceed \$10,000 per item for irreplaceable Valuable Papers and Records

Business Interruption Coverage

NOT COVERED	Gross Earnings
NOT COVERED	Gross Profits
NOT COVERED	Rental Income
\$1,000,000	Extra Expense

Business Interruption Coverage Extensions

\$100,000	Attraction Property
30 Days	Civil or Military Authority
\$100,000	Communicable Disease - Business Interruption annual aggregate for a 12 Month Period of Liability
\$100,000	Contractual Penalties
\$100,000	Crisis Management not to exceed 30 Days
\$50,000	Data Service Provider - Business Interruption annual aggregate
90 Days	Extended Period of Liability
\$100,000	Ingress/Egress
\$250,000	Leasehold Interest
\$100,000	Logistics Extra Cost
Included in OPSI-PD	
Limit	Off-Premises Service Interruption - Business Interruption
Included in Cyber	
Event Limit	Owned Network Interruption annual aggregate
Policy Limit	Protection and Preservation of Property - Business Interruption
\$100,000	Research and Development
\$100,000	Soft Costs
\$100,000	Supply Chain

G. DEDUCTIBLE AMOUNT:

This Company will not be liable for loss or damage, including any insured Business Interruption loss, in any one **occurrence** until the amount of loss or damage exceeds the deductible amount shown below and then this Company will only be liable for its share of the loss or damage in excess of the deductible amount. If two or more deductibles apply to a single **occurrence**, then no more than the largest deductible amount will apply. However, this Policy allows for the application of separate and distinct deductibles and deductibles for specific loss or damage as shown below.

The following deductible amounts shall apply per **occurrence**, unless otherwise stated, for insured loss or damage under this Policy:

1. \$100,000 Earthquake (per **location** for all coverages provided).
2. Flood (per **location** for all coverages provided).
 - A. \$100,000 at all **location(s)**
Except:
B. \$500,000 at the following **location**:
24. Town Branch Park- Pavilion, 401 Southeast 2nd Street, Bentonville, AR, 72712
34. Bark Park (restrooms)/North Trail Restrooms/Brightwood Pavilion Tennis, 2400 North Walton Boulevard, Bentonville, AR, 72712—These 2 locations added due to Flood zone A
51. Wastewater treatment facility/2006 Ultra Violet Equipment, 1901 Northeast A Street, Bentonville, AR, 72712
3. \$50,000 Wind and/or Hail (per **location** for all coverages provided) not to exceed \$1,000,000 per **occurrence**. Expiring was 500,000 per **occurrence**
4. Boiler and Machinery:
 - A. Property Damage: \$10,000
 - B. Property Damage for Transformers: \$2.00/KVA, subject to \$10,000 minimum
 - C. Business Interruption Waiting Period:
The Company will not be liable for business interruption loss unless the period of liability exceeds 24 hours. Should the period of liability exceed this time period, the loss will be calculated beginning from the time of loss, and will not include this waiting period.
5. Communicable Disease Property Damage and Business Interruption:
Qualifying Period: This Company will not be liable for loss or damage unless access is limited, restricted or prohibited in excess of 48 hours.
Should this time be exceeded, the insured costs will be calculated beginning from the time access is limited, restricted or prohibited subject to a deductible of \$25,000.
6. Owned Network Interruption:
Qualifying Period: 48 hours.
The Qualifying Period for the cost to temporarily protect under Item 4. b) shall be waived.

Stephens Insurance, LLC

Should this time be exceeded, the insured loss will be calculated beginning from the time of loss subject to a Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the loss happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

7. Data Restoration:

Qualifying Period: 48 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of:

A. Property Damage: \$25,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

8. Data Service Provider - Property Damage and Business Interruption:

Qualifying Period: 24 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to a deductible of:

A. Property Damage: \$25,000

B. Business Interruption Day Equivalent Deductible:

The business interruption deductible will be determined by multiplying the one hundred percent day equivalent (DEQ) by 2.

The day equivalent is the 100% actual annual business interruption value that would have been earned had no loss occurred at the **location** where the physical damage happened plus that proportion of the 100% annual business interruption value at all other **locations** where business interruption loss ensues, divided by the number of annual working days.

9. Off Premises Service Interruption Property Damage and Business Interruption:

Qualifying Period: This Company will not be liable for loss or damage unless the Period of Liability exceeds 24 hours.

Should this time be exceeded, the insured loss or damage will be calculated beginning from the time of loss subject to the deductible(s) that would have applied to the cause of the interruption of services, but not less than \$25,000.

10. \$25,000 All Other Losses.

H. SPECIAL TERMS AND CONDITIONS:

1. United States Certified Act of Terrorism 2015

As respects the United States, its territories and possessions and the Commonwealth of Puerto Rico, the definition of terrorism contained in DEFINITIONS is declared null and void and it is agreed that an event defined as a Certified Act of Terrorism under the terms of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy shall be considered terrorism within the terms of this policy. Notwithstanding anything contained in this policy to the contrary, this policy provides coverage for direct physical loss or damage to insured property and any resulting Business Interruption loss, as provided in the policy, caused by or resulting from a Certified Act of Terrorism only to the extent coverage is provided under the terms and conditions of the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to this policy. Any difference in limit between loss recoverable under the SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT and this policy is not recoverable under this policy.

2. Combined Off-Premises Service Interruption Limit (OPSI)

The Company's total liability for Off-Premises Service Interruption – Property Damage and Off-Premises Service Interruption – Business Interruption will not exceed \$250,000 as a result of one occurrence and replaces the corresponding limits of liability shown in the sublimit section.

3. Business Interruption Coverage Sub-Limit

The **Business Interruption Coverage** in **SUB-LIMITS** are amended to the following:

Business Interruption Coverage

NOT COVERED	Gross Earnings
NOT COVERED	Gross Profits
NOT COVERED	Rental Income
\$250,000	Extra Expense

At the following location(s):

5. Electric Sub A, 100 Southeast A Street, Bentonville, AR, 72712
6. Electric Sub B, 500 Southeast 5th Street, Bentonville, AR, 72712
7. Electric Sub C, 100 Southwest 14th Street, Bentonville, AR, 72712
8. Electric Sub D/Water Tank 1, 201 Northwest A Street, Bentonville, AR, 72712
9. Electric Sub E, 910 Southeast J Street, Bentonville, AR, 72712
10. Electric Sub F, 799 Southeast 28th, Bentonville, AR, 72712
11. Electric Sub G, 5300 Barron Road, Bentonville, AR, 72712
12. Electric Sub H, 1207 Moberly Lane, Bentonville, AR, 72712
13. Electric Sub I, 5408 SW Morning Star Rd, Bentonville, AR, 72712
14. Electric Switching Station, 100 Southwest 10th Street, Bentonville, AR, 72712

Stephens Insurance, LLC

I. INDEX OF FORMS:

The following forms are made part of this Policy:

<u>Title</u>	<u>Form No.</u>	<u>Edition</u>
Declarations Page	PRO DEC 4100	(04/15)
Declarations	PRO S-1 4100	(01/17)
All Risk Coverage	PRO AR 4100	(01/17)
Cyber Event Endorsement	PRO CYBER EVENT 4100	(06/19)
Supplemental United States Certified Act of Terrorism Endorsement	7312	(1/15)
Arkansas Amendatory Endorsement	AFM 6507	(04/15)

Total Premium **including** the United States Certified Act of Terrorism coverage: \$242,495 at 16.00% commission

Total Premium **excluding** the United States Certified Act of Terrorism coverage: \$235,150 at 16.00% commission

Total Premium for the United States Certified Act of Terrorism: \$7,345 at 16.00% commission

If the option to purchase coverage for the United States Certified Act of Terrorism is elected, the Additional Coverages Sub-Limit for Terrorism Coverage part A. will be amended to A. \$208,510,333

Engineering Fees: \$0 at no commission.

Applicable state taxes, surcharges and fees are not included in this proposal. Applicable state taxes, surcharges and fees will be added to the invoice.

Any variations between this proposal letter and AFM forms versus your application are not provided.

This proposal expires 7/8/19.

This proposal is not a contract. It is a statement of intent. It is not a contract. It is a statement of intent. It is not a contract. It is a statement of intent.

City Of Bentonville, | 14

Location Schedule

1. City Hall, 117 West Central Avenue, Bentonville, AR, 72712, Index No. 002359.29
2. Court Building, 115 West Central Avenue, Bentonville, AR, 72712
3. Drive Thru/Training, 402 South Main Street, Bentonville, AR, 72712
4. Hangar, Parnell Hangar, Terminal Bldg, 2380, 2500, & 2510 Southwest Aviation Street, Bentonville, AR, 72712, Index No. 002359.32
5. Electric Sub A, 100 Southeast A Street, Bentonville, AR, 72712, Index No. 002359.34
6. Electric Sub B, 500 Southeast 5th Street, Bentonville, AR, 72712, Index No. 002359.35
7. Electric Sub C, 100 Southwest 14th Street, Bentonville, AR, 72712, Index No. 002359.36
8. Electric Sub D/Water Tank 1, 201 Northwest A Street, Bentonville, AR, 72712, Index No. 002359.38
9. Electric Sub E, 910 Southeast J Street, Bentonville, AR, 72712, Index No. 002359.39
10. Electric Sub F, 799 Southeast 28th, Bentonville, AR, 72712, Index No. 002359.41
11. Electric Sub G, 5300 Barron Road, Bentonville, AR, 72712, Index No. 002359.43
12. Electric Sub H, 1207 Moberly Lane, Bentonville, AR, 72712, Index No. 002359.44
13. Electric Sub I, 5408 SW Morning Star Rd, Bentonville, AR, 72712, Index No. 002687.85
14. Electric Switching Station, 100 Southwest 10th Street, Bentonville, AR, 72712
16. New Fire Station 1, 800 Southwest A Street, Bentonville, AR, 72712, Index No. 002360.77
17. Fire Station 2, 1610 Moberly Lane, Bentonville, AR, 72712, Index No. 002451.53
18. Fire Station 3, 907 Northwest 13th Street, Bentonville, AR, 72712, Index No. 002451.55
19. Fire Station 4, 900 Northeast McCollum Drive, Bentonville, AR, 72712, Index No. 002451.56
20. Fire Station 5, 800 Southwest Elm Tree Road, Bentonville, AR, 72712, Index No. 002451.57
22. Bentonville Library, 403 South Main Street, Bentonville, AR, 72712, Index No. 002359.51
23. Dave Peel Park - Pavilion, Restroom and Playground, 206 East Central Avenue, Bentonville, AR, 72712
24. Town Branch Park- Pavilion, 401 Southeast 2nd Street, Bentonville, AR, 72712
25. Mausoleum, Southwest 5th & F Street, Bentonville, AR, 72712
26. Melvin Ford Aquatic Center/Fields/Courts/Scoreboards, 401 NE Martin Luther King Pkwy, Bentonville, AR, 72712
27. Mem Park Maint Building/Pavillion/Restrooms/Storage, Chemical Bldg, Green House, Playground, Skate Park, Flammable Liquids Storage Bldg, 401 NE Moberly Lane, Bentonville, AR, 72712, Index No. 002359.53
28. Lake Bentonville Pavilion, Playground, 1900 Block of SW I, Bentonville, AR, 72712
29. Bella Vista Lake Pk Pavilion, Playground, Hwy 71 B North, Bentonville, AR, 72712
30. Kingsbury/Enfield Park, 1200 Northeast Waverly Way, Bentonville, AR, 72712
31. Downtown Activity Center/Storage Building at the DAC, 215 Southwest A Street, Bentonville, AR, 72712
32. Spring Park Restrooms, Pavilion, 300 Northwest 10th Street, Bentonville, AR, 72712
33. Phillips Park Pavilion, Fields, Concessions, Restrooms, 3108 Southeast J Street, Bentonville, AR, 72712
34. Bark Park (restrooms)/North Trail Restrooms/Brightwood Pavilion Tennis, 2400 North Walton Boulevard, Bentonville, AR, 72712
35. Orchard Park Restrooms, Pavilion, NE J St & John Deshields Blvd, Bentonville, AR, 72712
36. Gilmore Park, 503 Southwest D Street, Bentonville, AR, 72712
37. Wildwood Park - Pavilion, Tennis Complex, 3800 South Bright Road, Bentonville, AR, 72712
38. Train Station Park, 400 Block S Main, Bentonville, AR, 72712
39. Durham Park Playground, SE 8th on Burham Place, Bentonville, AR, 72712
40. Crystal Bridge Trail, 312 North Main Street, Bentonville, AR, 72712
41. Community Development Bldg, 305 Southwest A Street, Bentonville, AR, 72712, Index No. 002359.55
42. Police Annex, Derek Drive, Bentonville, AR, 72712
43. Police Facility, 908 Southeast 14th Street, Bentonville, AR, 72712, Index No. 002359.57
46. Wastewater Compost Facility/Sand Storage Bldg, 2000 Northwest A Street, Bentonville, AR, 72712
47. Metal Buildings- 1,2,3, 1992 Northwest A Street, Bentonville, AR, 72712
48. Wastewater Mckissick Creek Complex, 3690 Peach Orchard Rd, Bentonville, AR, 72712
49. Wastewater North Lift Station, 2311 NE A Street, Bentonville, AR, 72712
50. Wastewater South Lift Station, 3608 Rivieria Drive, Bentonville, AR, 72712
51. Wastewater treatment facility/2006 Ultra Violet Equipment, 1901 Northeast A Street, Bentonville, AR, 72712, Index No. 002359.58
52. Municipal Water Serv Bldg/Street Dept Shed, 501 Southeast 3rd Street, Bentonville, AR, 72712, Index No. 002359.59
53. Water Dept Metering Station, Olive & Moberly, Bentonville, AR, 72712
54. Water Dept Service TV Camera, Water Dept Service TV Camera, Bentonville, AR, 72712
55. Water Tank 2, 1900 Highway 102 East, Bentonville, AR, 72712

Stephens Insurance, LLC

- 56. Water Tank 3 & 4/Water Pump Station, 700 Southwest I Street, Bentonville, AR, 72712
- 57. Water Tank 5, 901 Northwest 12th Street, Bentonville, AR, 72712, Index No. 002359.60
- 58. District Court Bldg, 2706 South Walton Boulevard, Bentonville, AR, 72712
- 59. Lawrence Place Ice Skating Park, 214 Northeast A Street, Bentonville, AR, 72712
- 60. National Guard Main, Modular & Storage Building, 801 Southwest A Street, Bentonville, AR, 72712
- 61. Merchants Park Restroom/Concession, 201 Northwest Elm Tree Road, Bentonville, AR, 72712
- 62. Fire Station 6, 3312 Southwest I Street, Bentonville, AR, 72712
- 63. Citizens Park - Tennis Complex- Bentonville Community Center, 1100 & 1101 Southwest Citizens Circle, Bentonville, AR, 72713-4511, Index No. 003027.64
- 64. 1309 Southwest Hayfield, Bentonville, AR, 72712
- 65. Austin Baaggett Park Pavillion/Playground, SE D & 6th Street, Bentonville, AR, 72712
- 66. North Bentonville Trail Fitness Center, 299 Northwest A Street, Bentonville, AR, 72712
- 67. Municipal Works Building, 3200 SW Municipal Drive, Bentonville, AR, 72712, Index No. 003378.16
- 68. Mem Park Tennis Complex/Restroom/Volleyball Court, 1701 NE John DeShields Boulevard, Bentonville, AR, 72712
- 69. Municipal Works Building - Auction House, 3202 Southwest Municipal Drive, Bentonville, AR, 72712
- 70. Municipal Works Building - Fueling/Wash Bays, Sand/Salt Storage, 2900 Southwest Municipal Drive, Bentonville, AR, 72712
- 71. Slaughter Pen Restroom, 3424 Razorback Greenway, Bentonville, AR, 72712
- 72. Citizens Park Pavilion/Amphitheater, 1138 Citizens Park Circle, Bentonville, AR, 72712
- 73. North Bentonville Trail Fitness Station, Razorback Greenway, Bentonville, AR, 72712
- 74. Municipal Works Building - Inventory Warehouse, 501 SW 28th Street, Bentonville, AR, 72712, Index No. 003533.88

PREMIUM SUMMARY

COVERAGE OPTIONS

Description Of Coverage	Expiring Premium		Renewal Premium	
Property:	\$	203,928.00	\$	242,495.00
Exposure	\$	204,766,050	\$	208,510,333

Programs listed are not intended to be a complete description of the insurance coverage provided by the City of Bentonville. The City of Bentonville is not an insurance company and does not provide insurance coverage. The City of Bentonville is not a licensed insurance agent and does not sell insurance. The City of Bentonville is not a licensed insurance broker and does not broker insurance. The City of Bentonville is not a licensed insurance underwriter and does not underwrite insurance. The City of Bentonville is not a licensed insurance adjuster and does not adjust insurance claims. The City of Bentonville is not a licensed insurance claims administrator and does not administer insurance claims. The City of Bentonville is not a licensed insurance claims investigator and does not investigate insurance claims. The City of Bentonville is not a licensed insurance claims mediator and does not mediate insurance claims. The City of Bentonville is not a licensed insurance claims arbitrator and does not arbitrate insurance claims. The City of Bentonville is not a licensed insurance claims mediator and does not mediate insurance claims. The City of Bentonville is not a licensed insurance claims arbitrator and does not arbitrate insurance claims.

This insurance document is furnished to you as a matter of information for your convenience.

- ## COMPENSATION DISCLOSURE NOTICE

In addition, we may receive incentive compensation, including contingent commissions and non-cash awards. Incentive compensation is based upon a variety of factors which may include the amount of premiums written, the retention and growth of premiums, overall profitability, and other performance measures.

For any proposed policies which are noted as surplus lines, the proposed policy is with an insurer not licensed to transact insurance in your home state and is issued and delivered as surplus line coverage under the state insurance statutes.

PRIVACY STATEMENT

At Stephens Insurance, LLC, protecting your privacy and the personal information we use to provide you with superior products and services is important to us. Our policy is to protect the confidentiality of all personal information we obtain in the course of doing business with you.

Our pledge to protect your privacy is reflected in this privacy statement, which outlines our principles in collecting, using and safeguarding your personal information.

PERSONAL INFORMATION STEPHENS INSURANCE COLLECTS

Stephens Insurance, LLC only collects personal information about you when it is necessary to conduct the business of insurance. We limit the collection of personal information to what is needed to affect your insurance coverage and administer your account with us.

The personal information we collect may include:

- Information you share with us either directly or through an agent (such as the information on your application, including health and financial information, or other forms you may complete for us);
- Information you provide or which is obtained through processing your application or handling a claim (such as information from a consumer reporting agency or health provider); and
- Information from your transactions with us (such as the number of years you have been a policy-holder or the types of coverage you purchase).

HOW WE USE PERSONAL INFORMATION

We use your personal information to affect your insurance coverage, administer, service and manage your claims and accounts, ensure proper billing, and offer you other products and services we believe may suit your needs.

SHARING INFORMATION WITHIN STEPHENS INSURANCE, LLC

In compliance with federal and state laws, we may share personal information we collect about our customers and former customers, as described above, with our affiliates, such as Stephens Inc., to better serve you or to assist you in meeting all of your current financial and investment needs. We may share information with our affiliates, for example, to:

- Provide you customer service or maintain your account; or
- Tell you about products or services offered by our affiliates which you may find useful.

SHARING INFORMATION IN OTHER CIRCUMSTANCES

In compliance with federal and state laws, we may share some or all of the information we collect about our customers and former customers, as described above, to nonaffiliated companies that perform services or functions, including marketing services, for Stephens Insurance, LLC (such as vendors we hire to respond to customer requests or provide you with information about our products or services).

At Stephens Insurance, LLC, we do not sell our customer information and we do not provide customer information to persons or organizations outside our company which are doing business for their own marketing purposes.

POLICIES AND PRACTICES WITH RESPECT TO SECURITY OF PERSONAL INFORMATION

We restrict access to your personal information to a limited number of employees who need to know that information in order to provide you with our quality products and services. We maintain physical, electronic, and procedural safeguards that comply with federal and state standards to protect the privacy of your personal information.

Initial Here

AGREEMENT AND ACCEPTANCE

COVERAGE RECOMMENDATIONS

- ☐ ...
- ☐ ...
- ☐ ...
- ☐ ...
- ☐ ...

BINDING REQUIREMENTS

- ☐ ...
- ☐ ...
- ☐ ...
- ☐ ...
- ☐ ...

REJECTED COVERAGES

I understand and acknowledge that the following insurance policies or coverages can be quoted or have been offered to me and I have decided not to request a quote or purchase the coverage at this time.

- ☐ ...
- ☐ ...
- ☐ ...
- ☐ ...
- ☐ ...

After review of this proposal, it is agreed and acknowledged the coverage and premiums are accepted as quoted.

Insured Signature Date

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT FOR
THE CITY OF BENTONVILLE'S BUILDING AND
PROPERTY INSURANCE 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 Stephens Insurance, LLC (insurance provided through Affiliated FM) for the City's Building and Property Insurance, in an amount not to exceed \$242,495.00 as per the Proposal attached hereto as Exhibit A.

Section 2: Because of the lack of other qualified providers willing to submit proposals for coverage and because of the critical need for continuation of coverage, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Administration

Department

Administration

Phone

479-271-3112

ACTION REQUIRED:

Ordinance updating certain provisions of the Bentonville Municipal Code - For some time, the City has been working to make its code of ordinances available online. During the review process, staff identified a number of items that required updating in order to remove obsolete and outdated provisions of the old municipal code book. This ordinance is a cleanup that will allow us to proceed with the online codification process in an updated and complete fashion. An explanation of each change is included in the attachment.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE UPDATING CERTAIN PROVISIONS OF THE
BENTONVILLE MUNICIPAL CODE.**

Whereas, certain updates to the Bentonville Municipal Code are necessary in order to prepare the Code for online publication and provide readily available and current information to citizens, and

Whereas, the following updates have been circulated to staff and City Council, and made available for public review, with notice having been published.

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

Section 1. That the following amendments, 3 copies of which are on file with the City Clerk, are hereby adopted by reference as though they were copied herein fully:

2019 Bentonville Municipal Code Updates

Section 2. That this ordinance shall become effective 30 days following passage and approval.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

2019 Bentonville Municipal Code Updates

Language with * preceding is a description of action to be taken and brief explanation.

Language with ~~strikethrough~~ will be deleted.

Language with underline will be added.

Animal Control Ordinance:

***Repeal** the licensing exemption for hunting dogs. This provision is outdated as the State of Arkansas no longer issues hunting licenses for dogs [proposed §6-21 (b)]

~~(b) Exemption for dogs having a hunting license. No license shall be required for any dog for which a hunting license has been procured from the state.~~

***Repeal** the provision that a person who is disabled or over 62 apply to the animal control officer for a special rated license [proposed §6-23(d)]. This license is available directly through Utility Billing.

~~(d) Any individual who is entitled to a special rated license under the provisions of this section may file an application with the animal control officer for such license. The license shall automatically be rendered invalid by any change in ownership of said animal.~~

***Amend** the quarantine requirements to exempt police K-9s [proposed §6-40]

(a) *Generally.* Any animal which has bitten a person is a rabies suspect and such animal shall immediately be released by the owner or custodian for quarantine in a veterinary hospital approved by the city for a period of ten days. **Police K-9s with valid proof of vaccination working in an official capacity within the department's lawful jurisdiction shall be exempt from the requirements of this section.**

Health/Sanitation:

***Amend** provisions regarding trash bags. This section is outdated with new containers. [proposed 42-73 – 42-83]

Sec. 42-73. Plastic bags and other containers generally.

(a) *Required.* Every residential and commercial user shall utilize ~~plastic bags of sufficient size, as specified in subsection (b) of this section, and number to hold the refuse which accumulates on the premises. Commercial customers who require more than six bags per pickup (two pickups per week) will be required to use~~ a container furnished by the city.

(b) *Plastic bag specifications:*

- (1) *The total weight of any plastic bag and contents shall not weight more than 50 pounds.*
- (2) *The plastic bags shall be approximately 1.5 mills and shall be approximately 33 inches by 40 inches flat size.*

~~Purchase of plastic bags.~~ All customers will be required to obtain all plastic bags from the city at a place to be designated by the city.

(c) ~~Location.~~ Refuse bags and Containers shall be placed at the front, rear or side of the property on pick up dates and at the time specified by the director. (Code 1994, § 5.12.05; Ord. No. 461, § 2; Ord. No. 88-16, § 1)

Sec. 42-74. Maintenance of bags and containers.

All ~~plastic bags and~~ containers for refuse and recycling shall be kept in a clean and sanitary condition and area being used and prior to placement for collection. (Code 1994, § 5.12.06; Ord. No. 461, § 5)

~~Sec. 42-75. Bags to be tied.~~

~~All plastic refuse bags placed for collection shall be tied with wire tie closures or the equivalent thereof before being placed at a location for pick up. (Code 1994, § 5.12.07; Ord. No. 461, § 6)~~

~~Sec. 42-76. Sharp objects to be wrapped prior to placement in bags.~~

~~All broken glass and other sharp objects placed in refuse bags shall be wrapped in paper or other material to prevent punching holes in the bags. (Code 1994, § 5.12.08; Ord. No. 461, § 2)~~

Sec. 42-77. Collection of loose refuse not required.

Pickup crews shall not be required to pick up any loose refuse, except that caused by their own negligence.
(Code 1994, § 5.12.09; Ord. No. 461, § 2)

~~Sec. 42-78. Preparation of small limbs and cardboard boxes for collection.~~

~~All residential refuse shall be placed in plastic bags, as required by section 42-73; provided, however, small limbs not over two inches in diameter and not more than six feet in length (if tied in bundles, of not more than two feet in diameter) and cardboard boxes need not be placed in plastic bags and will be picked up. Such cardboard boxes may be placed for residential collection only if they are flattened and securely tied. Bundles of such boxes shall be of such size as to be easily handled by one man and the bundles shall not exceed 50 pounds in weight or maximum dimensions of four feet square. (Code 1994, § 5.12.10; Ord. No. 461, § 7)~~

Offenses:

***Repeal** Article 2 regarding loitering. This provision is obsolete, not legally enforceable and has not been used for decades.

ARTICLE II. LOITERING

~~Sec. 58-19. Prohibited.~~

~~It shall be unlawful for any person to loiter upon the sidewalks, streets, highways, alleys or other public places within the city. (Code 1994, § 7.12.01)~~

~~Sec. 58-20. Defined; opportunity to explain before arrest; defense to prosecution.~~

(a) ~~A person commits the offense of loitering if he:~~

~~(1) Lingers, remains, or prowls in a public place or the premises of another without apparent reason and under circumstances that warrant alarm or concern for the safety of persons or property in~~

~~the vicinity, and upon inquiry by a law enforcement officer, refuses to identify himself and give a reasonably credible account of his presence and purpose;~~

(2) ~~Lingers, remains, or prowls in or near a school building, not having any reason or relationship involving custody of or responsibility for a student, and not having written permission from anyone authorized to grant the same;~~

(3) ~~Lingers or remains on the premises of another for the purpose of begging; or~~

(4) ~~Lingers or remains on or about the premises of another for the purpose of spying upon or invading the privacy of another.~~

(b) ~~The circumstances that may be considered in determining whether a person is loitering are that the person:~~

(1) ~~Takes flight upon the appearance of a law enforcement officer;~~

(2) ~~Refuses to identify himself; or~~

(3) ~~Manifestly endeavors to conceal himself or any object.~~

(c) ~~Unless flight by the actor or other circumstances make it impracticable, a law enforcement officer shall, prior to an arrest for an offense under subsection (a)(1) of this section, afford the actor an opportunity to dispel any alarm that would otherwise be warranted by requesting him to identify himself and explain his presence and conduct.~~

(d) ~~It shall be a defense to a prosecution under subsection (a)(1) of this section that the law enforcement officer did not afford the defendant an opportunity to identify himself and explain his presence and conduct, or if it appears at trial that an explanation given by the defendant to the officer was true, and if believed by the officer at that time, would have dispelled the alarm.~~

~~(Code 1994, § 7.12.02)~~

~~Sec. 58-21. Penalty.~~

~~Loitering is a Class C misdemeanor punishable by a maximum fine of \$100.00. (Code 1994, § 7.12.03)~~

Parks:

*Repeal the portion regarding Bentonville Lake, as it is outdated and potentially in conflict with Ordinance 2003-56 which grants the Parks Director the ability to approve rules and regulations subject to Council approval.

~~Sec. 62-61. Unlawful conduct.~~

~~The following conduct is prohibited and declared unlawful at the Bentonville Lake and on all property surrounding the lake owned by the city:~~

(1) ~~Swimming, bathing, water skiing, aquaplaning, operation of any boat, craft, vessel or personal watercraft including jet skis, wave jammers, wet bikes, water skis, aquaplanes.~~

(2) ~~Open fires (except in barbecue pots provided by the city), littering, dumping of any refuse or trash, possession or consumption of alcoholic beverages or opened alcoholic beverage containers, overnight camping, or tenting.~~

(3) ~~Firearms and explosives and any operation of motor or motorized vehicles off the access road around the lake.~~

(4) ~~Any fishing other than bank fishing.~~

(5) ~~Any violation of state game and fish commission regulations.~~

(Code 1994, § 12.12.03; Ord. No. 89-32, § 3)

Streets and Sidewalks:

*Amend to allow bikes on certain sidewalks, provided that bicyclists yield to pedestrians, while restricting bikes on sidewalks in a designated downtown area (within two blocks of square and/or the same area where skateboarding on sidewalks is prohibited) [Proposed 82-84]

Sec. 82-84. Bicycles and tricycles ~~banned~~.

~~It shall be unlawful for a person to ride or travel on a bicycle or tricycle on the sidewalk. It shall be unlawful for any person to ride or travel on any bicycle or tricycle on any sidewalk within the incorporated limits of the city.~~ (Code 1994, § 9.12.01; Ord. No. 58, § 1)

It shall be lawful for a person to ride or travel on a bicycle or tricycle on sidewalks within the incorporated limits of the city, provided that such person exercises reasonable care, observes appropriate speed standards and yields to pedestrians traveling on the sidewalk. However, within and surrounding the Bentonville Square and within two (2) blocks of the Bentonville Square, persons traveling on the sidewalk shall dismount and walk bikes in congested areas and areas with doors opening directly onto the sidewalk.

Vehicles/Traffic:

*Repeal provisions referencing Arkansas vehicle inspections, which no longer exist [Proposed 94-121 #7]

~~7—The motor vehicle does not have a current state motor vehicle inspection sticker demonstrating the vehicle has passed a safety inspection as required by law.~~

~~Prima facie case. It shall be a prima facie case that a motor vehicle is a nonoperating motor vehicle if it does not have a current state motor vehicle inspection sticker demonstrating that the motor vehicle has passed a safety inspection as required by law.~~

(Code 1994, § 8.16.01)

*Repeal outdated provisions regarding parking in locations identified by street, as such parking can be more efficiently restricted and enforced pursuant to the section prohibiting parking at any place where official signs prohibit parking [Proposed 94-153]

Sec. 94-153. No parking places.

(a) *Locations.* At any time, it shall be unlawful to permit any vehicle to stand in any of the following places, except when necessary to avoid conflict with other traffic or in compliance with the direction of a police officer or traffic control device:

- (1) In any intersection or within established site distance areas as set forth in the subdivision code.
- (2) In a crosswalk.
- (3) Upon any bridge or viaduct.
- (4) Within 30 feet of a traffic signal, beacon or sign on the approaching side.
- (5) Within 20 feet of any intersection, alley or crosswalk.
- (7) At any place where the standing of a vehicle will reduce the usable width of the roadway for moving traffic to less than 18 feet.
- (8) Within 15 feet of a fire hydrant.
- (9) At any place where the vehicle would block the use of a driveway.
- (10) Within 50 feet of the nearest rail or a railroad grade crossing.
- (11) Within 20 feet of the driveway entrance to any fire department station and on the side of the street opposite the entrance of any such station within 75 feet of such entrance when properly signposted.
- (12) On any sidewalk or parkway.
- (13) At any place where official signs prohibit parking.
- (14) ~~Beginning at the corner of A Street SE and 2nd Street SE; thence east to the alley east of Lot 11 of the city.~~
- (15) ~~On the south side of Henry Street Southwest between South Main Street and A Street Southwest.~~
- (16) ~~On either side of Second Street between A Street Southwest and A Street Southeast in the city, except while loading and unloading as provided for by the laws of the city.~~
- (17) ~~For more than 15 seconds within the following described areas in the city:~~
 - a. ~~A distance of 20 feet and west directly in front of the entrance to the Plaza Theater during the time the theater is being used for public gatherings;~~
 - b. ~~A distance of 19 feet east and west directly in front of the entrance to the Royal Theater during the time the theater is being used for public gatherings;~~
 - c. ~~On the south side of West Central Street in front of the Hotel Massey, beginning at the intersection of A Street Southwest and Central Street and extending east for a distance of 51 feet;~~
 - d. ~~On the east side of South Main Street a distance of 45 feet directly in front of the fire station;~~

all of the no parking areas set forth in this subsection being designated by no parking markings.

- (17) With the right front wheel more than 18 inches from the curbing or double parked or parked more than one deep on any of the streets of the city, except as provided in this article.

(b) *Exceptions.* Delivery or commercial vehicles shall be permitted to stop in or in front of the driveway of firms located in the city, in the alleys and on the streets of the city for the purpose of delivering merchandise to the business establishments of the city, but that they shall not remain in any one place, other than the regular designated parking areas, for more than five minutes.

- (1) ~~No motor trucks and motor cars may be parked in the north parking area on the west side of South Main Street in the city for longer than five minutes at a time, and no such vehicle shall remain in such area for a longer period.~~
- (2) ~~On both sides of Southeast A Street between East Central Avenue and Southeast Second Street, and on the south side of East Central Avenue between Southeast A Street and the Northeast corner of Lot 13 of the city.~~
- a ~~Motor vehicles shall be parked in an angular manner to the street on the west side of Southeast A Street and parallel with the street on the east side of Southeast A Street and on the south side of East Central Avenue and within the marked lines.~~
- b ~~No motor vehicles shall be parked in the areas marked for loading and unloading, except when merchandise is being loaded or unloaded.~~
- c ~~All motor vehicles parked on the east side of Southeast A Street shall have the front of the vehicle pointed north and the motor vehicles parked on the south side of East Central Avenue shall have the front of the vehicle pointed east.~~
- (3) ~~On either side of Second Street between A Street Southwest and A Street Southeast in the city, except while loading or unloading as provided for by the laws of the city.~~
- (4) ~~Beginning at the corner of East Central Street and A Street Southeast; thence east on Highway 72 to the city limit.~~
- (Code 1994, § 8.24.09; Ord. No. 89-41, § 9; Ord. No. 423, §§ 2—4; Ord. No. 375, § 1; Ord. No. 216, §§ 3—4, 7; Ord. No. 226, § 1; Ord. No. 341, §§ 1, 2, 4; Ord. No. 375, § 1)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

This is a request to shift a 2019 budgeted personnel addition from the Legal Department to the Police Department, (see Memorandum from Staff Attorney Camille Thompson and Chief Jon Simpson for a complete explanation), item # 1. Contained within this request is a budget adjustment (see budget adjustment form) to provide one vehicle for the police department to support this request, item # 1a. Because it would be accomplished midyear, this personnel request can be accomplished without any sort of budget adjustment. The accompanying vehicle, a new Tahoe, does require a budget adjustment. This vehicle can be purchased from Superior Auto Group in Siloam Springs. The funding of this vehicle, including ALL equipment and up-fitting, amounts to approximately \$52,000. This includes the purchase of the Tahoe, including options and delivery, at the 2019 State Bid price of \$32,791.00. It also includes the cost of the equipment and up-fitting which is estimated at \$19,209.00. The purchase would be in adherence to state spending requirements and having Superior Auto Group provide the vehicle, equipment, and professional installation services will streamline the process, protect our vehicle's warranty, and also allow the equipment and up fitting costs to be included in the final purchase price of the vehicle.

COST TO CITY:

Cost of this Request: \$52,000

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memorandum

To: City Council
From: Staff Attorney Camille Thompson, Chief Jon Simpson
Date: June 25, 2019
Subject: Personnel Addition

City Council approved an additional position for the Legal Department in the 2019 budget. As we began to discuss this position and how it could best support the implementation of the city's 2019 priorities, it was recognized that the needs of the Legal Department could be better served with a personnel shifting initiative involving the Police Department. The background and details of this concept are more fully described as follows:

The Legal Department has worked with numerous city departments to select subject matter expert legal counsel and retain them for discrete projects. For example, currently the Planning Department is working with a career land use expert, and the Electric Department is working with a respected statewide utility attorney. Additionally, the Municipal League has accepted certain cases and contracted with private counsel to provide and ensure the best services and representation for the city. These project specific arrangements have been accomplished within budget.

With the counsel element well covered, the Legal Department then began to focus on other ways we could enhance our level of services and implement important programs to serve the community. The three areas the Legal Department wanted to improve are as follows:

- (1) victim/witness contact and services
- (2) city wide department risk management and support
- (3) community services and problem solving court

In February of this year, Legal partnered with the Police Department to test and evaluate programs with Cpl. Guary Morgan assisting the legal department with many of these projects. Cpl. Morgan is currently assigned to the Operations Division of the Police Department and is assigned various tasks related to hiring, special events, bomb squad, and traffic. He has a varied background in high level investigations, threat assessment, patrol operations and has served as the law enforcement representative on the City's DWI Court.

Among the items Cpl. Morgan has accomplished during the past few months while assisting the Legal Department are the following:

- Coordinated victim contact, responding to calls and inquiries and conducting supplemental interviews
- Established a referral relationship with the Benton County Women's Shelter, which provides victims with services and safety planning
- Served subpoenas and coordinated with witnesses for trials
- Conducted threat assessments as needed
- Assisted departments with investigations and background reviews upon request
- Provided safety and security recommendations
- Researched community court programs in cities nationwide
- Worked to establish the City of Bentonville Clean Team, a public service program to provide appropriate workers to serve the Public Works Maintenance Department
- Helped District Court establish a pilot problem solving court for certain offenses through a partnership with a recovery service provider

City department heads, attorneys, the District Court Judge, and many citizens have expressed great satisfaction with this work to date.

Because this test has been so beneficial and well received, we are asking to make it a permanent assignment. Corporal Morgan will remain under the umbrella of the police department, but essentially be assigned to the Legal Department. In order to maintain levels of service within the Police Department, we are requesting permission for the additional position approved for the Legal Department to instead be utilized as a Police Department position. This will allow Cpl. Morgan to continue in the previously described role with Legal Department and also allow the Police Department to backfill Cpl. Morgan's position with an additional Operations Division position. This Operations Division position would be used as an additional full time Traffic Unit, bringing the Traffic Unit to three officers. This personnel shift and addition can be accomplished within the existing 2019 police department budget. A budget adjustment will be necessary to provide a police vehicle for the Operations Division Traffic Unit position. Future budgets will fund both Corporal Morgan's position and the Operations Division position from the police department.



Date of Request: June 25, 2019

Justification:

This is a budget adjustment to provide a vehicle for the officer related to the Legal Department personnel request.

Revised 5/1/07



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget adjustment in the amount of \$22,921.34 to be used to repair eight police vehicles. Seven of these vehicles were damaged by a recent hailstorm and one was damaged (undercarriage only) as the result of striking a landscape rock during nighttime patrol activities. The aforementioned funds to repair these vehicles, not including the deductible, will be sourced from an Arkansas Municipal League Vehicle Program settlement. See attached spreadsheet for vehicle designations and damage amounts.

COST TO CITY:

Cost of this Request: none

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





Police Department - Hail Damage Claim

Unit #	Repair Quote	AML Ck Amt	Deductible
2010-003	934.03	934.03	-
2010-038	987.96	987.96	-
2010-060	6,898.26	6,898.26	-
2010-093	1,679.73	1,679.73	-
2010-113	1,462.65	462.65	1,000.00
2010-115	782.38	782.38	-
2010-126	3,796.42	3,796.42	-
	<u>16,541.43</u>	<u>15,541.43</u>	<u>1,000.00</u>

Police Department - Other

2010-108	<u>\$8,379.91</u>	<u>\$7,379.91</u>	<u>1,000.00</u>
Total	24,921.34	22,921.34	2,000.00

All Amounts credited to GL 102010 - 37520 (Misc Income)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-6749

ACTION REQUIRED:

A resolution authorizing the Mayor and Clerk to enter into a Professional Services Contract with Hawkins - Weir Engineering, Inc. for a Wastewater Treatment Capital Improvement Plan in an amount not to exceed \$263,900.00. This is a 2019 Budgeted Expense.

COST TO CITY:

Cost of this Request: \$263,900

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	275,000
Funds Expended to Date		-
Remaining Budget		275,000
Budget Adjustment		-
Remaining After Adjustment	\$	275,000

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: City Council, Mayor Orman
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: June 25, 2019
Re: Hawkins-Weir Capital Improvement Plan

A resolution authorizing the Mayor and City Clerk to enter into a Professional Services Agreement with Hawkins – Weir Engineers, Inc. for a Wastewater Treatment Capital Improvement Plan in an amount not to exceed \$263,900.00.

Thank you for your consideration of this project.

**SCOPE OF SERVICES
BENTONVILLE WWTP CAPITAL IMPROVEMENT PLAN
HWEI PROJECT NO. 2018055
APRIL 4, 2019**

Engineer shall provide Basic Services as set forth below.

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, expandability, any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. The Capital Improvement Plan (CIP) for the Bentonville, Arkansas WWTP will focus on secondary clarification, filtration, disinfection, and effluent pumping. It will specifically exclude any evaluation of influent pumping, screening, grit removal, activated sludge, and solids handling with the exception of the identified maintenance improvements.
 - b. The CIP will include a hydraulic profile of the plant beginning at the aeration basins and terminating at the receiving stream. This evaluation will consider available historical data for receiving stream levels and plant flow rates. The hydraulic profile will be used to establish design criteria for process modifications and new process additions.
 - c. Secondary Clarification: The CIP will evaluate the WWTP's secondary clarification needs and provide a recommendation. It will consider advances in clarification technology. This evaluation will include an investigation of existing structural and mechanical limitations at the plant. The CIP will identify and evaluate up to two (2) potential locations for a new secondary clarifier including yard piping considerations. If necessary, the CIP will consider the cost of relocating the maintenance building to make room for the new secondary clarifier.
 - d. Filtration: The CIP will consider potential benefits provided by effluent filtration. Up to two (2) site visits will be coordinated to evaluate installed filtration technology. Up to three (3) appropriate filtration technologies will be evaluated for the WWTP, including site planning and yard piping. A pilot study including up to three (3) manufacturers will be facilitated at the plant.
 - e. Disinfection: The CIP will evaluate the WWTP's disinfection needs based on the continued use of UV disinfection. It will consider advances in UV disinfection technology. The CIP will recommend a system that includes the necessary redundancy and that can provide the required disinfection throughout the anticipated range of plant flows and receiving stream elevations. Up to two (2) site visits will be coordinated to evaluate installed UV disinfection technology. Up to three (3) alternate UV systems will be evaluated, including site planning, yard piping, and electrical improvements.
 - f. Effluent Pumping: The CIP will consider the addition of improvements, such as a pump station, to maintain plant operations over the range of anticipated plant flow range and receiving stream elevations. This evaluation will take into account the Owner's desire for a single outfall. Effluent sampling needs will also be evaluated.

- g. Non-Potable Pump Station: The CIP will determine the approximate non-potable pump station capacity and pressure requirements based on available plant records and operations information. The CIP will evaluate options to install a pre-manufactured pumping system to provide the identified non-potable water needs.
 - h. Administration Building: The CIP will consider improvements to the WWTP's Administration Building including expanded break room area and laboratory areas, and laboratory improvements.
 - i. Stand-By Power: The CIP will evaluate the option to provide stand-by power for the WWTP. The evaluation will include consideration of both single and multiple generator designs.
 - j. McKissic Pump Station: Evaluate historic use data of the two existing equalization basins at the McKissic Pump Station. Determine the approximate storage volume required for up to three (3) standard frequency storms. Perform a structural evaluation of the existing two equalization basins. Evaluate options for adding a washing system to the existing basins and adding a third equalization basin.
 - k. Potable Water System: Create a system model of the WWTP's potable water system based on record drawing information. Calibrate the model using flow and pressure information provided by the Owner. Identify low pressure areas and make recommendations for system improvements.
 - l. Other Considerations: The CIP will explore other minor maintenance items at the plant including modifications to Digester #4 and #5 valve operators, the installation of new aeration basin weirs, and plant asphalt replacement.
2. Identify wastewater sampling and testing required for the study that will be provided by the Owner. Review sampling results and incorporate into CIP evaluations.
 3. Visit the Site to review existing conditions and facilities. Prepare site plan based on record drawings and aerial photos.
 4. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solutions to Owner's Project requirements, and preparation of a Report.
 5. Study and evaluate the potential solutions to meet Owner's Project requirements for each of the areas of consideration. Consideration of options will include site layout, hydraulics, piping, structural limitations, electrical needs, constructability, redundancy, maintenance of plant operations, and schedule constraints.
 6. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer.
 7. After consultation with Owner, recommend to Owner the solutions which in Engineer's judgment meet Owner's requirements for the Project.
 8. Prepare a Capital Improvement Plan which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate

the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution, Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner within six months of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
10. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 60 days of receipt of Owner's comments.

Scope of Services Fee Proposal Summary
Bentonville WWTP
Bentonville, Arkansas
HWEI Project No. 2018055
April 4, 2019

A. Task 1 - WWTP Study		Bentonville Wastewater Treatment Plant Study									
Task	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer I	GPS Survey	Designer	Technician II	Technician IV	Technician I	Totals
1. Permit											
a. Review compliance with existing permit limits		2		2	4						6
b. Review other nearby permit limits on stream/watershed					4						4
c. Review stream impairments, if any		2		4							6
d. Discuss potential future permit limits with ADEQ		4									4
e. Report on outlook for future permit limits (Particular focus on Phosphorus)		2		4							6
2. Site Plan											
a. Prepare site plan using record drawings and aerial photos				4					16		20
3. Process Flow Diagram											
a. Create Process Flow Diagram of existing Plant				2	8				16		26
b. Create new process flow diagram of Plant with recommended improvements				4	8			8			20
4. Hydraulic Profile											
a. Survey hydraulic control points											
b. Create new hydraulic model in Excel		2		16	24			8			42
c. Collect and calibrate model		2		8	16						26
d. Verify and calibrate model		2		4	8					8	22
e. Use hydraulic model to determine maximum discharge at high creek elevation		2		4	8						14
f. Use hydraulic model to determine maximum available head and TDH required for new effluent pump station		2		2	4						6
g. Use hydraulic profile to determine maximum available head between secondary clarifiers and UV for filtration		2		2	4						6
h. Create new hydraulic profile that reflects new secondary clarifiers, filtration, UV Channel, and effluent pump station		2		2	4			8			16
5. Sampling											
a. Review DMR & Plant data		2		4	4						10
b. Conduct UVT and TSS sampling of secondary clarifier effluent over a 3-month period (This data will be used to size the UV and filtration)		2		4	4						10
6. Secondary Clarifier											
a. Explore two (2) potential locations for new clarifier (open space & maintenance building space)				4	8						12
b. Prepare two (2) possible site layout options including yard piping		2		8	16			24			50
c. Obtain pricing for new clarifier mechanisms				4							4
d. Obtain pricing to relocate the maintenance building and identify potential locations on the site plan				4	8			8			20
e. Review possible upgrades to rework existing clarifier (Stamford buffer, etc.)		2		4	8			8			14
f. Make a recommendation for secondary clarifier improvements		4		8	16						24
g. Prepare 15% mechanical drawings (plan and profile) for new clarifier											
7. Filtration											
a. Determine appropriate filtration type based on existing permit and potential future limits		8		40							48
b. Review up to three (3) available filtration technologies		16		24							40
c. Visit up to two (2) treatment plants with Bentonville that employ filtration systems of interest				16							16
d. Prepare up to three (3) site layout options for filtration system that includes yard piping		2		12				24			26
e. Obtain budget estimates from up to three (3) filter manufacturers		4		4							8
f. Coordinate pilot study with up to three (3) filter manufacturers				12							12
g. Review pilot study results and document in report that includes filter recommendations		8		16					8		24
h. High level review of electrical requirements for cost estimating purposes											
i. Make a recommendation for filtration improvements		4		8							12
j. Prepare 15% mechanical drawings (plan and profile) for new filtration system					16			24			36
8. UV Disinfection											
a. Identify and review available UV technology. Discuss options with Bentonville		4		8							12
b. Visit up to two (2) treatment plants with Bentonville that employ alternate UV systems		16		16							32
c. Obtain pricing and hydraulic requirements from up to three (3) UV systems		2		4				24			26
d. Prepare up to three (3) layout options for new UV system including canopy and electrical components				8							8
e. High level review of electrical requirements for cost estimating purposes		4		4							8
f. Make a recommendation for UV improvements		4		8							12
g. Prepare 15% mechanical drawings (plan and profile) for new UV system					16			24			36

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Scope of Services Fee Proposal Summary
Bentonville WWTP
Bentonville, Arkansas
HWET Project No. 2018055
April 4, 2019

A. Task 1 - WWTP Study (Continued)										Bentonville Wastewater Treatment Plant Study				
Task	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer I	GPS Survey	Designer II	Technician IV	Technician I	Totals				
9. Effluent Pump Station														
a. Determine design minimum, maximum, and average flow rate by reviewing plant data and making projections as needed		2		8					8	18				
b. Determine required TDH range from hydraulic model				8						8				
c. Review available pump technologies for TDH & Flow requirements		2		8						10				
d. Select pump style and obtain manufacturer budget proposals		2		8						10				
e. High level review of electrical requirements for cost estimating purposes			8							8				
f. Layout wetwell based on H4 standards		2		8				8		26				
g. Consider effluent sampling arrangement		2		8						10				
h. Provide 15% pump station drawings (mechanical plan & section, architectural elevations, site plan)	4	4		8	16			24		56				
10. Digester Valve Repair														
a. Evaluate options to restore the functionality of the buried valves on Digester #4 and #6. Consider options to improve future maintenance access	4			8	16			8		36				
11. Administration Building (Architectural Subconsultant - MAHG, Inc.)														
a. Review detailed building needs with Bentonville	4			4		8	4			20				
b. Provide up to three (3) conceptual layouts for new lab and break room space	2							8		10				
c. Make recommendation for Administration Building option	2									2				
12. Stand-By Power Evaluation														
a. Option #1 - Single Generator Design Sizing and Calculations			8	2						10				
b. Option #2 - Multiple Generator Design Sizing and Calculations			8	2						10				
13. Cost Estimate														
a. Secondary Clarifier Improvements			2	8	16					26				
b. New Filtration system			2	2	8					12				
c. New UV facility including canopy and electrical building			4	2	8					14				
d. New Effluent pump station			2	2	8					12				
e. Replacing oxidation ditch weirs			2	2	2					4				
f. Restore the functionality of the Digester #4 and #6 valve actuators			2	2	2					4				
g. Administration and Operations Building Modifications			2	2	2					8				
h. Standby Power Evaluation			4	2	4					10				
i. Site Paving			4	2	4					10				
14. Prepare Final Report with Recommendations														
15. Internal QA/QC	4	4	4	16	44			16	8	88				
16. Conduct Workshops to present Final Report	8	8	4	8	32			8	8	56				
	4	4	4	8	20					36				
Total Hours	80	168	64	432	400	40	12	280	40	1516				
Total Cost - Task 1 WWTP Study	\$14,800	\$27,720	\$9,520	\$68,320	\$34,000	\$7,000	\$1,200	\$23,800	\$2,200	\$178,560				
B. Task 2 - Non-Potable Pump Station														
Task	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer I	GPS Survey	Designer II	Technician IV	Technician I	Totals				
1. Non-Potable Pump Station														
a. Determine non-potable pump station capacity and pressure needs				8	16					24				
b. Explore options and pricing for pre-manufactured pump station skid				4	8					12				
c. Provide site plan and piping details for recommended option				8	16			24		48				
d. Prepare cost estimate for non-potable pump station			2	4	8					14				
e. Prepare a present worth analysis of the recommended option				4	8					12				
f. Prepare 15% mechanical drawings (plan and profile) for new non-potable pump station	2	2	4	4	8			16		32				
Total Hours	2	2	2	32	64	0	0	40	0	142				
Total Cost - Task 2 - Non-Potable Pump Station	\$370	\$330	\$310	\$4,320	\$5,440	\$0	\$0	\$3,400	\$0	\$14,170				

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Scope of Services Fee Proposal Summary
Bentonville WWTP
Bentonville, Arkansas
HWEI Project No. 2018055
April 4, 2019

C. Task 3 - Evaluate Potable Water System										Bentonville Wastewater Treatment Plant Study			
Task	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer I	GPS Survey	Designer II	Technician IV	Technician I	Totals			
1. Potable Water System													
a. Create system model of WWTP's potable water system from record drawings				4	24			8					36
b. Calibrate model				4	16								20
c. Identify and evaluate low pressure areas				4	8								12
d. Make recommendations for potable water system improvements	2	2		4	8								16
e. Prepare cost estimate for potable water system improvements				4	8								12
Total Hours	2	2	0	20	64	0	0	8	0				96
Total Cost - Task 3 - Evaluate Potable Water System	\$370	\$550	\$0	\$2,700	\$5,440	\$0	\$0	\$680	\$0				\$9,320

D. Task 4 - Evaluation of Equalization Basins at McKasick Pump Station										Bentonville Wastewater Treatment Plant Study			
Task	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer I	GPS Survey	Designer II	Technician IV	Technician I	Totals			
1. McKasick EQ Evaluation													
a. Evaluate pump data and equalization storage at the McKasick Pump Station		2		4	8				8				22
b. Determine the storage volume required for standard frequency storms (1 yr/24 hr, 2 yr/24 hr, and 5 yr/24 hr)				4	8								12
c. Perform a structural evaluation of the existing equalization basins at the McKasick Pump Station	16			16	24			16					56
d. Evaluate the options for adding a tank wash system to both existing equalization tanks including a booster pump station		2		16	24			24					42
e. Evaluate options for an additional equalization storage at the McKasick Pump Station		4		16	24			24					68
f. Make recommendations for changes to the equalization storage at the McKasick Pump Station		2		4	8		4	8					42
g. Prepare cost estimate for changes to the equalization storage at the McKasick Pump Station		2		4	8								20
h. Provide 15% tank wash system and booster pump station drawings (mechanical plan & sections, site plan)		2		8	16			24					54
i. Provide 15% equalization basin drawings (mechanical plan & section, site plan)		2		8	16			24					54
Total Hours	20	20	4	8	16	16	4	120	8				380
Total Cost - Task 5 - Evaluation of Equalization Basins at McKasick Pump Station	\$3,700	\$3,300	\$650	\$9,180	\$10,200	\$2,860	\$400	\$10,200	\$440				\$40,940

E. Reimbursable Expenses										Bentonville Wastewater Treatment Plant Study			
Item	Description									Totals			
1. Reproduction & Printing										\$500			
2. Outside Survey and Architectural (M&H&G, Inc.)										\$8,000			
3. Travel for Plant Visits										\$12,000			
Total Estimated Reimbursable Expenses										\$20,500			

ENGINEERING SERVICES SUMMARY										Bentonville Wastewater Treatment Plant Study			
Task	Engineer VII	Engineer VI	Engineer V	Engineer IV	Engineer I	GPS Survey	Designer II	Technician IV	Technician I	Totals			
A. Task 1 - WWTP Study													
B. Task 2 - Non-Potable Pump Station													
C. Task 3 - Evaluate Potable Water System													
D. Task 4 - Evaluation of Equalization Basins at McKasick Pump Station													
E. Reimbursable Expenses													
Total Engineering Fee - Not to Exceed													

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

City of Bentonville, Arkansas ("Owner") and

Hawkins-Weir Engineers, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
WWTP Capital Improvement Plan (HWEI Project No. 2018055) ("Projects").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Prepare a WWTP Capital Improvement Plan for Secondary Clarification, Effluent Filtration, Disinfection, Effluent Pumping and other miscellaneous improvements.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer's services;
 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or

implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- ~~B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- ~~C.~~ B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- ~~D.~~ C. Owner and Engineer shall each deliver to the other Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- ~~E.~~ D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- ~~F.~~ E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- ~~G.~~ F. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

- A. Suspension:

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and

judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, "Limitations of Liability."
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
- F.G. *Governmental Immunity:* Nothing contained herein shall waive any governmental immunity Owner may be entitled to by law.

6.12 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers,

Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and

is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. (Not Used)
- E. Exhibit E, Notice of Acceptability of Work. (Not Used)
- F. Exhibit F, Construction Cost Limit. (Not Used)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. (Not Used)
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. (Not Used)
- K. Exhibit K, Amendment to Owner-Engineer Agreement. (Not Used)

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

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

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

Owner: City of Bentonville, Arkansas

Engineer: Hawkins-Weir Engineers, Inc.

By: _____

By: _____

Print name: Stephanie Orman

Print name: Brett D. Peters, P.E.

Title: Mayor

Title: President & CEO

Date Signed: _____

Date Signed: _____

ATTEST:

Engineer License or Firm's Certificate No. (if required):

By: _____

COA 101

Linda Spence, City Clerk

State of: Arkansas

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Bentonville

Hawkins-Weir Engineers, Inc.

ATTN: Camille Thompson

438 E. Millsap Road, Suite 107

117 West Central Avenue

Fayetteville, Arkansas 72703

Bentonville, Arkansas 72712

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Nancy Busen

Brett D. Peters, P.E.

Title: Wastewater Utilities Manager

Title: President & CEO

Phone Number: (479) 271-3161

Phone Number: 479-242-4685

E-Mail Address: nbusen@bentonvillear.com

E-Mail Address: brett.peters@hawkins-weir.com

This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2019.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, expandability, any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. The Capital Improvement Plan (CIP) for the Bentonville, Arkansas WWTP will focus on secondary clarification, filtration, disinfection, and effluent pumping. It will specifically exclude any evaluation of influent pumping, screening, grit removal, activated sludge, and solids handling with the exception of the identified maintenance improvements.
3. The CIP will include a hydraulic profile of the plant beginning at the aeration basins and terminating at the receiving stream. This evaluation will consider available historical data for receiving stream levels and plant flow rates. The hydraulic profile will be used to establish design criteria for process modifications and new process additions.
4. Secondary Clarification: The CIP will evaluate the WWTP's secondary clarification needs and provide a recommendation. It will consider advances in clarification technology. This evaluation will include an investigation of existing structural and mechanical limitations at the plant. The CIP will identify and evaluate up to two (2) potential locations for a new secondary clarifier including yard piping considerations. If necessary, the CIP will consider the cost of relocating the maintenance building to make room for the new secondary clarifier.
5. Filtration: The CIP will consider potential benefits provided by effluent filtration. Up to two (2) site visits will be coordinated to evaluate installed filtration technology. Up to three (3) appropriate filtration technologies will be evaluated for the WWTP, including site planning and yard piping. A pilot study including up to three (3) manufacturers will be facilitated at the plant.
6. Disinfection: The CIP will evaluate the WWTP's disinfection needs based on the continued use of UV disinfection. It will consider advances in UV disinfection technology. The CIP will recommend a system that includes the necessary redundancy and that can provide the required disinfection throughout the anticipated range of plant flows and receiving stream elevations. Up to two (2) site visits will be coordinated to evaluate installed UV

disinfection technology. Up to three (3) alternate UV systems will be evaluated, including site planning, yard piping, and electrical improvements.

7. Effluent Pumping: The CIP will consider the addition of improvements, such as a pump station, to maintain plant operations over the range of anticipated plant flow range and receiving stream elevations. This evaluation will take into account the Owner's desire for a single outfall. Effluent sampling needs will also be evaluated.
8. Non-Potable Pump Station: The CIP will determine the approximate non-potable pump station capacity and pressure requirements based on available plant records and operations information. The CIP will evaluate options to install a pre-manufactured pumping system to provide the identified non-potable water needs.
9. Administration Building: The CIP will consider improvements to the WWTP's Administration Building including expanded break room area and laboratory areas, and laboratory improvements.
10. Stand-By Power: The CIP will evaluate the option to provide stand-by power for the WWTP. The evaluation will include consideration of both single and multiple generator designs.
11. McKissic Pump Station: Evaluate historic use data of the two (2) existing equalization basins at the McKissic Pump Station. Determine the approximate storage volume required for up to three (3) standard frequency storms. Perform a structural evaluation of the existing two (2) equalization basins. Evaluate options for adding a washing system to the existing basins and adding a third equalization basin.
12. Potable Water System: Create a system model of the WWTP's potable water system based on record drawing information. Calibrate the model using flow and pressure information provided by the Owner. Identify low pressure areas and make recommendations for system improvements.
13. Other Considerations: The CIP will explore other minor maintenance items at the plant including modifications to Digester #4 and #5 valve operators, the installation of new aeration basin weirs, and plant asphalt replacement.
14. Identify wastewater sampling and testing required for the study that will be provided by the Owner. Review sampling results and incorporate into CIP evaluations.
15. Visit the Site to review existing conditions and facilities. Prepare site plan based on record drawings and aerial photos.
16. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solutions to Owner's Project requirements, and preparation of a Report.
17. Study and evaluate the potential solutions to meet Owner's Project requirements for each of the areas of consideration. Consideration of options will include site layout, hydraulics, piping, structural limitations, electrical needs, constructability, redundancy, maintenance of plant operations, and schedule constraints.

18. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer.
19. After consultation with Owner, recommend to Owner the solutions which in Engineer's judgment meet Owner's requirements for the Project.
20. Prepare a Capital Improvement Plan which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution, Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
21. Furnish six (6) review copies of the Report and any other Study and Report Phase deliverables to Owner within six (6) months of the Effective Date and review it with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
22. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish six (6) copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 60 days of receipt of Owner's comments.

– Final Design Phase services are not authorized at this time, but this Agreement may be amended to include these services. Engineer acknowledges that any Amendments to this Agreement may also require an adjustment to the Engineer's Insurance requirements and/or Limitations of Liability.

– Bidding or Negotiating Phase services are not authorized at this time, but this Agreement may be amended to include these services. Engineer acknowledges that any Amendments to this Agreement may also require an adjustment to the Engineer's Insurance requirements and/or Limitations of Liability.

– Construction Phase services are not authorized at this time, but this Agreement may be amended to include these services. Engineer acknowledges that any Amendments to this Agreement may also require an adjustment to the Engineer's Insurance requirements and/or Limitations of Liability.

– Post Construction Phase services are not authorized at this time, but this Agreement may be amended to include these services. Engineer acknowledges that any Amendments to this Agreement may also require an adjustment to the Engineer's Insurance requirements and/or Limitations of Liability.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
- 19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- 20. Preparation of operation, maintenance, and staffing manuals.
- 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
- 22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2019.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions
 2. Zoning, deed, and other land use restrictions
 3. Utility and topographic mapping and surveys

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

Page 1

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points
5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas
7. Data or consultations as required for the Project but not otherwise identified in this Agreement
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2019.

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services and additional services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement.
 4. Compensation for services under Paragraph C2.01 is estimated based on the following estimated distribution of compensation:

a. Study and Report Phase	\$264,000.00
b. Final Design Phase	By Amendment
c. Bidding or Negotiating Phase	By Amendment
d. Construction Phase	By Amendment
e. Post-Construction Phase	By Amendment
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
 6. The total estimated compensation for Engineer’s services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants’ charges.

7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of August 1st) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.07.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.0.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total

compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Appendix 1 to Exhibit C
Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective January 1, 2019 through August 17, 2019

Engineer		
Engineer VII	\$ 185	Per Hour
Engineer VI	\$ 165	Per Hour
Engineer V	\$ 155	Per Hour
Engineer IV	\$ 135	Per Hour
Engineer III	\$ 120	Per Hour
Engineer II	\$ 105	Per Hour
Engineer I	\$ 85	Per Hour
Engineering Technician		
Designer II	\$ 100	Per Hour
Designer I	\$ 75	Per Hour
Technician IV	\$ 85	Per Hour
Technician III	\$ 75	Per Hour
Technician II	\$ 65	Per Hour
Technician I	\$ 55	Per Hour
Field Technician - Field Inspector		
Resident Project Representative (RPR)	\$ 120	Per Hour
Inspector II	\$ 75	Per Hour
Inspector I	\$ 65	Per Hour
Field Surveying		
GPS Survey	\$ 175	Per Hour
Surveyor	\$ 85	Per Hour
Administrative		
Business Manager	\$ 85	Per Hour
Expert Witness		
Preparation	At Engineer's Hourly Rate	
Testimony, less than 1/2 day	\$1,000	
Testimony, per Day	\$2,000	
Expenses	Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract	
	Subconsultants/Outside Services	
	Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising	
Travel:	Hotel and meals	Actual Cost
	Vehicle*	\$0.58 per mile effective 1/1/19
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.10 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$10.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

* To be adjusted periodically to current IRS mileage rate

All Billings are due upon receipt unless prior arrangements for payment have been made.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2019.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. Please see attached Insurance Certificates.

B. *Additional Insureds:*

~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

a. ~~Hawkins-Weir Engineers, Inc.~~
~~Engineer~~

b. ~~MAHG Architecture, Inc.~~
~~Engineer's Consultant~~

~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

3.1. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Client#: 53866

HAWKWEIR

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/04/2019

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022		CONTACT NAME: Trudy Henry PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: trudy.henry@greyling.com	
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren, AR 72957		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company NAIC # 11000 INSURER B: Hartford Ins Co of the Midwest 37478 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18-19

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

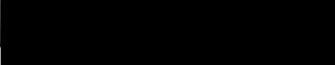
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		20SBWZM2676	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED ☐ AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		20UEGNM6289	11/01/2018	11/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$10000 ☒ OCCUR ☐ CLAIMS MADE		20SBWZM2676	11/01/2018	11/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	20WEGPV0830	11/01/2018	11/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2018055; #2018055, Bentonville Wastewater Treatment Plant Study. City of Bentonville, Arkansas
 is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

CERTIFICATE HOLDER

CANCELLATION

City of Bentonville, Arkansas 1910 N.E. A STREET Bentonville, AR 72712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD
 #S1552622/M1224801

KTRU1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/3/2019

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

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

PRODUCER BXS Insurance P.O. Box 251510 Little Rock AR 72225-	CONTACT NAME: Amanda Palmer PHONE (A/C, No, Ext): 501-614-1571 FAX (A/C, No): 501-614-1447 E-MAIL: amanda.palmer@bxsil.com ADDRESS: amanda.palmer@bxsil.com
INSURED Hawkins-Weir Engineers, Inc. P.O. Box 648 Van Buren AR 72957	INSURER(S) AFFORDING COVERAGE INSURER A: Navigators Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1814398796 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		CM18DPL027028IV	7/11/2018	7/11/2019	Each Claim Limit Aggregate \$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project# 2018055, Bentonville Wastewater Treatment Plant Study

CERTIFICATE HOLDER City of Bentonville, Arkansas 1910 N.E. A Street Bentonville AR 72712	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____, 2019.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

- B. *Indemnification by Owner:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project. However, nothing contained herein shall waive any governmental immunity Owner may be entitled to by law.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH HAWKINS-WEIR ENGINEERING,
INC.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Hawkins-Weir Engineering, Inc. for a Wastewater Treatment Capital Improvement Plan in an amount not to exceed \$263,900.00, as set forth in the attached Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-35
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for the 6-month blanket bid for single-phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$382,815.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$382,815

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: June 25, 2019

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Single-phase transformer bid award #19-35

The City of Bentonville recommends awarding the bids for 1-ph transformers in the total amount \$382,815.00. The low bidders for the transformers are as follows:

Arkansas Electric in the amount of \$382,815.00

This award is for six months, July-December 2019. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation
Formal Bid # 19-35
Single Phase Padmount Transformers

Item	Transformer Description	AECI		Idby		Anixter		Techline	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	15KVA	\$ 1,286.00	\$ 2,030.00	\$ 1,575.00		\$ 1,627.00		\$ 1,182.00	
2	25KVA	\$ 1,475.00	\$ 2,497.00	\$ 1,831.00		\$ 1,890.00		\$ 1,137.00	
3	50KVA	\$ 1,810.00	\$ 3,576.00	\$ 2,309.00		\$ 2,384.00		\$ 1,675.00	
4	75KVA	\$ 2,308.00	\$ 4,730.00	\$ 2,795.00		\$ 2,885.00		\$ 2,161.00	
5	100KVA	\$ 2,790.00	\$ 5,758.00	\$ 3,117.00		\$ 3,217.00		\$ 2,661.00	
6	167KVA	\$ 3,975.00	\$ 8,579.00	\$ 4,176.00		\$ 4,310.00		\$ 3,335.00	
7	250KVA	\$ 5,260.00	\$ 11,830.00	\$ 5,063.00		\$ 5,225.00		\$ 4,969.00	

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

6/7/2019

X:\Engineering\Specs - Procurement\Padmount Transformer - Single Phase\Bid Eval\BID 19-35 - 2019 2nd Half Formal Bid Eval 1PH Padmount



CHECK ALL THAT APPLY			
x	Bid Award	Bid #	19-34
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for the 6-month blanket bid for 3phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$606,302.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$606,302

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: June 25, 2019

TO: **City Council, Mayor McCaslin**

FROM: Travis Matlock, Electric Utility Director

RE: **3-ph. transformer bid award #19-34**

The City of Bentonville recommends awarding the bids for 3-phase pad mounted transformers in the total amount \$606,302.00. The low bidders for the various items are as follows:

Stuart Irby in the amount of \$606,302.00.

This award is for 6 months, July - December 2019. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation
Formal Bid # 19-34
Three Phase Transformers

Item	Transformer Description	Inby WEG		Central Monney		Techline Howard		Anister WEG		AECI ERWCO	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	45 KVA PAD MOUNT 3PH 120/208Y	\$ 5,528.00	\$ 7,542.00	\$ 8,315.00	\$ 10,427.00	\$ 4,952.00		\$ 5,733.00	\$ 7,747.00	\$ 5,685.00	
2	45 KVA PAD MOUNT 3PH 277/480Y	\$ 5,699.00	\$ 7,637.00	\$ 8,252.00	\$ 10,368.00	\$ 4,950.00		\$ 5,817.00	\$ 7,845.00	\$ 5,870.00	
3	75 KVA PAD MOUNT 3PH 120/208Y	\$ 6,071.00	\$ 8,177.00	\$ 9,805.00	\$ 13,051.00	\$ 5,398.00		\$ 6,248.00	\$ 8,442.00	\$ 6,462.00	
4	75 KVA PAD MOUNT 3PH 277/480Y	\$ 6,243.00	\$ 8,409.00	\$ 9,432.00	\$ 12,683.00	\$ 5,450.00		\$ 6,415.00	\$ 8,610.00	\$ 6,750.00	
5	150 KVA PAD MOUNT 3PH 120/208Y	\$ 7,537.00	\$ 12,489.00	\$ 9,432.00	\$ 14,856.00	\$ 6,880.00		\$ 7,527.00	\$ 12,733.00	\$ 7,540.00	
6	150 KVA PAD MOUNT 3PH 277/480Y	\$ 7,538.00	\$ 12,382.00	\$ 9,467.00	\$ 14,823.00	\$ 7,315.00		\$ 7,817.00	\$ 12,841.00	\$ 7,900.00	
7	225 KVA PAD MOUNT 3PH 120/208Y	\$ 8,413.00	\$ 15,515.00	\$ 10,684.00	\$ 18,192.00	\$ 8,265.00		\$ 8,725.00	\$ 15,827.00	\$ 8,750.00	
8	225 KVA PAD MOUNT 3PH 277/480Y	\$ 8,368.00	\$ 15,254.00	\$ 10,266.00	\$ 17,598.00	\$ 8,035.00		\$ 8,678.00	\$ 15,564.00	\$ 8,450.00	
9	300 KVA PAD MOUNT 3PH 120/208Y	\$ 9,745.00	\$ 18,563.00	\$ 12,975.00	\$ 21,967.00	\$ 9,635.00		\$ 10,106.00	\$ 18,924.00	\$ 9,100.00	
10	300 KVA PAD MOUNT 3PH 277/480Y	\$ 9,274.00	\$ 17,956.00	\$ 12,616.00	\$ 21,660.00	\$ 9,064.00		\$ 9,617.00	\$ 18,299.00	\$ 9,235.00	
11	500 KVA PAD MOUNT 3PH 120/208Y	\$ 12,359.00	\$ 25,683.00	\$ 16,391.00	\$ 30,435.00	\$ 12,768.00		\$ 12,816.00	\$ 26,140.00	\$ 11,790.00	
12	500 KVA PAD MOUNT 3PH 277/480Y	\$ 11,990.00	\$ 24,592.00	\$ 14,238.00	\$ 27,536.00	\$ 12,625.00		\$ 12,434.00	\$ 25,036.00	\$ 11,250.00	
13	750 KVA PAD MOUNT 3PH 120/208Y	\$ 17,444.00	\$ 36,100.00	\$ 26,087.00	\$ 44,255.00	\$ 18,965.00		\$ 18,080.00	\$ 36,745.00	\$ 16,500.00	
14	750 KVA PAD MOUNT 3PH 277/480Y	\$ 14,519.00	\$ 32,307.00	\$ 24,243.00	\$ 38,373.00	\$ 16,768.00		\$ 15,056.00	\$ 32,844.00	\$ 14,580.00	
15	1000 KVA PAD MOUNT 3PH 120/208Y	\$ 24,508.00	\$ 49,104.00	\$ 29,254.00	\$ 46,794.00	\$ 24,295.00		\$ 25,828.00	\$ 49,024.00	\$ 20,900.00	
16	1000 KVA PAD MOUNT 3PH 277/480Y	\$ 15,980.00	\$ 38,272.00	\$ 29,479.00	\$ 46,559.00	\$ 20,085.00		\$ 16,571.00	\$ 39,863.00	\$ 19,900.00	
17	1500 KVA PAD MOUNT 3PH 277/480Y	\$ 22,390.00	\$ 52,598.00	\$ 30,769.00	\$ 62,087.00	\$ 24,853.00		\$ 23,113.00	\$ 53,421.00	\$ 23,500.00	
18	2000 KVA PAD MOUNT 3PH 277/480Y	\$ 27,021.00	\$ 67,311.00			\$ 31,980.00		\$ 28,018.00	\$ 68,308.00	\$ 28,500.00	
19	2500 KVA PAD MOUNT 3PH 277/480Y	\$ 41,590.00	\$ 90,026.00			\$ 40,441.00		\$ 43,539.00	\$ 91,375.00	\$ 32,000.00	

Notes:
 If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Bid from Techline were not evaluated due to escalation clause on pricing.
 Bid from AECI not evaluated due to failure to list deviations from spec on bid form. Several line items were discovered to fail to meet dimension requirements of item 4.14.2.
 Recommended Low Bidder for item 1-19 to Inby quoting WEG



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-33
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for the 6-month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$177,465.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$177,465

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: June 25, 2019

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Double Bushing Pole Mount transformer bid
award #19-33

The City of Bentonville recommends awarding the bids for double bushing transformers in the total amount \$177,465.00. The low bidders for the transformers are as follows:

Techline in the amount of \$154,131.00
Stuart Irby in the amount of \$16,794.00
Arkansas Electric in the amount of \$6,540.00

This award is for six months, July-December 2019. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Bid Tabulation
Formal Bid # 19-33
Single Phase Pole Mount Transformers

Item	Transformer Description	Irby		Power Partners		Anxster		Techline		Howard		AECI	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	10KVA 120/240V	\$ 882.00	\$ 1,480.00	\$ 681.00	\$ 1,237.00	\$ 911.00	\$ 1,506.00	\$ 621.00	\$ 1,250.00	\$ 621.00	\$ 1,250.00	\$ 680.00	\$ 1,250.00
2	15KVA 120/240V	\$ 937.00	\$ 1,717.00	\$ 711.00	\$ 1,473.00	\$ 967.00	\$ 1,747.00	\$ 712.00	\$ 1,488.00	\$ 712.00	\$ 1,488.00	\$ 770.00	\$ 1,488.00
3	15KVA 277/480V	\$ 929.00	\$ 1,685.00	\$ 719.00	\$ 1,481.00	\$ 959.00	\$ 1,715.00	\$ 773.00	\$ 1,489.00	\$ 773.00	\$ 1,489.00	\$ 775.00	\$ 1,489.00
4	25KVA 120/240V	\$ 1,100.00	\$ 2,184.00	\$ 793.00	\$ 1,911.00	\$ 1,036.00	\$ 2,120.00	\$ 896.00	\$ 1,966.00	\$ 896.00	\$ 1,966.00	\$ 904.00	\$ 1,966.00
5	25KVA 240/480V	\$ 1,106.00	\$ 2,252.00	\$ 889.00	\$ 1,865.00	\$ 1,143.00	\$ 2,289.00	\$ 973.00	\$ 1,966.00	\$ 973.00	\$ 1,966.00	\$ 904.00	\$ 1,966.00
6	25KVA 277/480V	\$ 1,122.00	\$ 2,203.00	\$ 793.00	\$ 1,865.00	\$ 1,159.00	\$ 2,237.00	\$ 927.00	\$ 1,962.00	\$ 927.00	\$ 1,962.00	\$ 930.00	\$ 1,962.00
7	50KVA 120/240V	\$ 1,231.00	\$ 2,633.00	\$ 1,003.00	\$ 2,489.00	\$ 1,272.00	\$ 2,614.00	\$ 1,260.00	\$ 2,538.00	\$ 1,260.00	\$ 2,538.00	\$ 1,320.00	\$ 2,538.00
8	50KVA 277/480V	\$ 1,189.00	\$ 2,568.00	\$ 959.00	\$ 2,098.00	\$ 1,267.00	\$ 2,531.00	\$ 1,301.00	\$ 2,538.00	\$ 1,301.00	\$ 2,538.00	\$ 1,320.00	\$ 2,538.00
9	75KVA 120/240V	\$ 1,596.00	\$ 3,268.00	\$ 1,352.00	\$ 3,058.00	\$ 1,697.00	\$ 3,327.00	\$ 1,745.00	\$ 3,327.00	\$ 1,745.00	\$ 3,327.00	\$ 1,862.00	\$ 3,327.00
10	75KVA 277/480V	\$ 2,312.00	\$ 4,598.00	\$ 1,469.00	\$ 3,097.00	\$ 2,352.00	\$ 4,443.00	\$ 1,765.00	\$ 4,205.00	\$ 1,765.00	\$ 4,205.00	\$ 1,811.00	\$ 4,205.00
11	75KVA 277/480V	\$ 2,278.00	\$ 4,258.00	\$ 1,466.00	\$ 3,072.00	\$ 2,352.00	\$ 4,330.00	\$ 1,765.00	\$ 4,205.00	\$ 1,765.00	\$ 4,205.00	\$ 1,811.00	\$ 4,205.00
12	100KVA 120/240V	\$ 2,700.00	\$ 5,392.00	\$ 2,404.00	\$ 5,534.00	\$ 2,787.00	\$ 5,476.00	\$ 2,756.00	\$ 5,310.00	\$ 2,756.00	\$ 5,310.00	\$ 2,830.00	\$ 5,310.00
13	100KVA 277/480V	\$ 2,502.00	\$ 5,070.00	\$ 2,453.00	\$ 5,375.00	\$ 2,613.00	\$ 5,151.00	\$ 2,583.00	\$ 5,166.00	\$ 2,583.00	\$ 5,166.00	\$ 2,630.00	\$ 5,166.00
14	167KVA 120/240V	\$ 4,467.00	\$ 7,945.00	\$ 3,430.00	\$ 8,080.00	\$ 4,610.00	\$ 8,088.00	\$ 4,119.00	\$ 8,170.00	\$ 4,119.00	\$ 8,170.00	\$ 3,980.00	\$ 8,170.00
15	250KVA 120/240V	\$ 4,836.00	\$ 11,434.00	\$ 5,111.00	\$ 11,549.00	\$ 4,992.00	\$ 11,590.00	\$ 5,982.00	\$ 11,770.00	\$ 5,982.00	\$ 11,770.00	\$ 5,512.00	\$ 11,770.00
16	250KVA 277/480V	\$ 4,989.00	\$ 11,045.00	\$ 4,986.00	\$ 11,342.00	\$ 5,148.00	\$ 11,204.00	\$ 4,563.00	\$ 11,127.00	\$ 4,563.00	\$ 11,127.00	\$ 4,677.00	\$ 11,127.00

Notes:
 If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Bids from Techline were not evaluated due to escalation clause on pricing
 Recommended low bidder for item 1-11 to Techline quoting Power Partners
 Recommended low bidder for item 12 to AECI quoting ERMCO
 Recommended low bidder for item 13-16 to Irby quoting Central Moloney

5/7/2019

X:\Engineering\Specs - Procurement\Overhead Transformer\Bid Eval\SBID 19-33 - 2019 2nd Half Formal Bid Eval Pole Mount



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 25, 2019

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Ordinance authorizing the Mayor and Clerk to enter into a contract with Historic Preservation Associates, LLC to perform a Cultural Resource Survey at the Lake Bella Vista Dam Park for \$28,682.00 and waive the requirements for competitive bidding.

COST TO CITY:

Cost of this Request: \$28,682

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>6/25/2019</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Electric</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Archeological Serivces</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Historic Preservation Associates, LLC</u>		
	<u>PO Box 1064</u>		
	<u>Fayetteville, AR 72702</u>		
Amount:	Base Amount:	\$	<u>28,682.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>28,682.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
FEMA is requesting a Cultural Resources Survey for the Lake Bella Vista park area. Historic Preservation Associates, LLC is the only archeologist in the area, and they performed the original CRS on area that encompasses the LBV dam. This CRS will allow FEMA to finalize the Scope of Work needed for the disaster relief funds allocated to Bentonville.			
<u></u> Department Head		<u></u> Director of Finance & Administration	
Revised 6-18-99			

M E M O R A N D U M

DATE: June 25, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **CRS for the Lake Bella Vista Park Area**

FEMA is in the process of re-writing the Scope of Work for the disaster funding that was originally obligated to the replacement of the Lake Bella Vista dam. This re-written Scope of Work will allow Bentonville to use obligated disaster money for other improvements within the park (parking lots, trail expansion, bridge relocation) while discussion are still taking place concerning the waterway. As other federal departments were reviewing the SOW, the Historic Preservation Dept. has requested a Cultural Resource Survey for the entire 86-acre park. This CRS must be done before the SOW can be finalized.

Timothy Klinger with Historic Preservation Associates, LLC performed the original CRS on the area around the dam that was going to be disturbed with the original SOW. Mr. Klinger will now perform a CRS on the entire 86-acre park and prepare a report to forward to FEMA in order to finalize the SOW. The cost of the survey is \$28,682.00, but this additional cost will be added to the re-written SOW, meaning the City of Bentonville will be reimbursed once the funds are obligated.

Janice E. Hopkins

Subject: FW: FEMA JPK001D Lake Bella Vista Dam; AHPP Tracking No. 91462 - Benton County

From: Tim Klinger

Sent: Wednesday, May 29, 2019 8:47 AM

To: Travis Matlock

Subject: FEMA JPK001D Lake Bella Vista Dam; AHPP Tracking No. 91462 - Benton County

Travis - Please consider the following:

Reference is made to your request for a proposal to conduct an historic properties literature and records search and Identification survey in accordance with FEMA, Arkansas *State Plan*, SHPO, Osage Tribe and Cherokee Nation requirements in connection with the referenced project.

We will review of the records of the State Historic Preservation Officer; lists of the National Register of Historic Places; records of the State Archeologist; records compiled by the General Land Office, as well as other relevant literature, in connection with the FEMA JPK001D Lake Bella Vista Dam Project in Benton County, Arkansas [based on the yellow outline in the FEMA request dated 5-13-2019 encompassing ±86 acres – FEMA DR-1975 PW-01562(1)], in accordance with SHPO requirements and 36 C.F.R. § 800.4 and provide a written report documenting the results of the records search, Identification field survey, and any necessary recommendations in accordance with 36 C.F.R. § 800.11.

Numerous historic properties (including buildings, structures, objects, and prehistoric and historic archeological sites) have been documented in Benton County, some of which have been considered significant by the State Archeologist, SHPO, Osage Tribe and Cherokee Nation (some with clearly preserved contexts and human burials). The chance exists that historic properties exist in the project area that may require Evaluations in accordance with 36 C.F.R. § 800.4(c) (beyond the scope of this proposal).

[Note that if nothing is found it will be our responsibility to document how the landscape has been modified and how past use may have destroyed preserved contexts. We will work with the City to develop the sequence of past use.]

The Identification field survey of the APE (within the FEMA yellow outline) and field work will follow SHPO requirements (Arkansas *State Plan* – Appendix B) and exceeding Osage Tribe and Cherokee Nation guidelines.

Our fixed fee for conducting the Identification field survey is \$28,682.00. This fee does not include Indian tribe consultation, which is the responsibility of the federal agency (FEMA). Work can begin immediately upon your notice to proceed, with a report to the SHPO for review and concurrence within 45 calendar days. Please let me know if you require additional information or if I can answer any questions. We look forward to being of service and hope we can be an advocate for your team.

Since 1979 your Environmental Professionals throughout the Southeast, Southwest, Midwest, and Plains including Arkansas, Louisiana, Mississippi, Alabama, Georgia, Florida, Michigan, Tennessee, Kentucky, Missouri, Iowa, Kansas, Oklahoma, Texas, and New Mexico

**Timothy C. Klinger, JD (83102), CEP, REP, RPA (10156), NREP Associate HISTORIC
PRESERVATION ASSOCIATES, LLC**
Director and Principal Investigator
SBA certified Hub-Zone small business

P. O. Box 1064
Fayetteville, AR 72702
90 South College
Avenue
Fayetteville, AR 72701

ENVIRONMENTAL AND CORRIDOR SERVICES
Director and Principal Investigator
Certified Environmental Professional, ADEQ (000391)
(40 C.F.R. Part 312 et. seq. and ASTM E1527-05)

office: 479-442-3779

mobile: 479-236-3779

HISTORIC PRESERVATION ASSOCIATES, LLC

P. O. Box 1064, Fayetteville, Arkansas 72702
479-236-3779

Travis Matlock, PE
Electric Utility Director
City of Bentonville
3200 Municipal Drive
Bentonville, AR 72712

17 June 2019

479-271-5941

Reference is made to your request for a proposal to conduct an historic properties literature and records search and Identification survey in accordance with FEMA, Arkansas *State Plan*, SHPO, Osage Tribe and Cherokee Nation requirements in connection with the referenced project.

We will review of the records of the State Historic Preservation Officer; lists of the National Register of Historic Places; records of the State Archeologist; records compiled by the General Land Office, as well as other relevant literature, in connection with the FEMA JPK001D Lake Bella Vista Dam Project in Benton County, Arkansas [based on the yellow outline in the FEMA request dated 5-13-2019 encompassing ±86 acres – FEMA DR-1975 PW-01562(1)], in accordance with SHPO requirements and 36 C.F.R. § 800.4 and provide a written report documenting the results of the records search, Identification field survey, and any necessary recommendations in accordance with 36 C.F.R. § 800.11.

Numerous historic properties (including buildings, structures, objects, and prehistoric and historic archeological sites) have been documented in Benton County, some of which have been considered significant by the State Archeologist, SHPO, Osage Tribe and Cherokee Nation (some with clearly preserved contexts and human burials). The chance exists that historic properties exist in the project area that may require Evaluations in accordance with 36 C.F.R. § 800.4(c) (beyond the scope of this proposal).

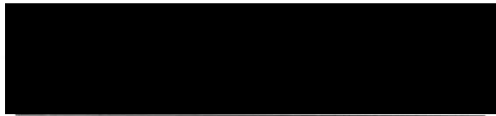
[Note that if nothing is found it will be our responsibility to document how the landscape has been modified and how past use may have destroyed preserved contexts. We will work with the City to develop the sequence of past use.]

The Identification field survey of the APE (within the FEMA yellow outline) and field work will follow SHPO requirements (Arkansas *State Plan* – Appendix B) and exceeding Osage Tribe and Cherokee Nation guidelines.

Our fixed fee for conducting the Identification field survey is \$28,682.00. This fee does not include Indian tribe consultation, which is the responsibility of the federal agency (FEMA). Work can begin immediately upon your notice to proceed, with a report to the SHPO for review and concurrence within 45 business days. Please let me know if you require additional information or if I can answer any questions. We look forward to being of service and hope we can be an advocate for your team.

RE: FEMA JPK001D Lake Bella Vista Dam Project in Benton County, Arkansas

- [based on the yellow outline in the FEMA request dated 5-13-2019 encompassing ±86 acres – FEMA DR-1975 PW-01562(1)]



Timothy C. Klinger, Principal

17 June 2019

Date

Stephanie Orman, Mayor

Date

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH HISTORIC PRESERVATION ASSOCIATES LLC. 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 Historic Preservation Associates, LLC, for a Cultural Resource Survey at the Lake Bella Vista Dam Park in an amount not to exceed \$28,682.00, as per the Proposal attached hereto as Exhibit A.

Section 2: Because this group performed the original cultural resource survey and is uniquely qualified as a local archaeologist to perform this study, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

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:

June 25, 2019

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Budget adjustment to pay for Cultural Resource Survey for the Lake Bella Vista Park in the amount of \$28,682.00.

COST TO CITY:

Cost of this Request: \$28,682

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE







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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 11, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Design Workshop, in the amount of \$169,180.00, for the creation of the Quilt of Parks - Downtown Parks Master Plan.

COST TO CITY:

Cost of this Request: \$169,180

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: June 13, 2019
Re: Resolution for Master Plan of Downtown Parks

As stated in the previous memo, the second part of the QOP project allows for Design Workshop to complete construction and bidding documents for the renovations of Dave Peel Park. Again, at no cost to the taxpayers, the City will finish the project with a set of plans that could allow us to proceed to construction. Although we are under no obligation to do so, we will be able to determine if the project is something we want to move forward with and allow staff to work on potential project funding.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:

Grant Agreement Resolution – December 2017
Agreement(s) with Design Workshop

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design

800 Brazos Street
Suite 490
Austin, TX 78701
512-499-0222
512-499-0229 fax

Asheville

Aspen

Austin

Chicago

Denver

Dubai

Houston

Lake Tahoe

Los Angeles

Shanghai

designworkshop.com

May 31st, 2019

**QUILT OF PARKS
Bentonville, AR**

I PROJECT DESCRIPTION

The Quilt of Parks project originated from Bentonville's Play Bentonville 2025 Plan. The Plan, which was adopted in 2017, calls for a design project to weave together five parks in downtown Bentonville – Lawrence Plaza, Dave Peel Park, The Common, Town Branch Park and the City Square. All the new green spaces as part of the quilt of parks are envisioned to connect with a series of walkable streetscape environments to extend the park setting throughout the downtown core of Bentonville. As described in the Parks Plan, Bentonville has an opportunity to provide a sequence of public spaces appealing to a wide variety of residents and visitors who can engage in a myriad of experiences in a safe, social and exciting atmosphere.

The Master Plan phase will address the conceptual design of the five park parcels including any additional open space opportunities identified during the planning process. Urban streetscape design for the streetscape connectors will be addressed through design intent. The attached diagram illustrates the park and streetscapes considered as part of this scope of services.

II SCOPE OF WORK

The scope will include the following design and technical items:

- I. Project Start Up
- II. Discovery
- III. Establishing Community Values
- IV. Developing the Vision
- V. Towards Implementation
- VI. Capturing the Plan

TASK 1.0 PROJECT START-UP

The general objective for this phase of the work is to develop a thorough understanding of the work that has been completed to date, become familiar with the site and develop a preliminary understanding of the development program.

The specific tasks to be completed by our team are as follows:

- 1.1 **Project Management:** Direct communication with the Client through memorandums, phone calls and emails will be provided to the Client throughout the entirety of the Project. A monthly progress report will accompany monthly billing.

DESIGNWORKSHOP

1.2 **Project Kick-Off Meeting:** Our Team will lead a Strategic Kick Off Meeting (SKO) with the Client team (and/or Project Working Group advised by the Client). As part of the meeting, we will review the project management plan, communications plan, discuss preliminary goals and tour downtown Bentonville. We anticipate this meeting will take two hours and will be preceded or followed by the site tour.

- **Review Project Management Plan:** Define the roles and responsibility of the project team, which will include Client's project manager, the consultant team and any personnel from Client or third parties designated by the Client to participate in the project. Prepare a detailed written project schedule/work plan. Develop an appropriate communication plan for keeping the Client (Board, staff, etc.) informed of project progress. Review the Stakeholder Engagement Strategy.
- **Establish Preliminary Goals:** Lead a dialogue about opportunities and constraints of the existing site to target key objectives and priorities to assess perceived needs, review and develop project goals, design criteria, and site program. The result is a distilled set of measurable project goals, as well as key components of the master plan process that will lead to a successful design - what Design Workshop calls Critical Success Factors, that will keep the Design Workshop Team accountable for measurable outcomes.
- **Attend Site Tour with full Design Workshop team:** Our team and the Client will walk the study area to discuss existing conditions such as drainage, infrastructure, tree health, historic/cultural development, views, mobility, land use, shade and human comfort and signage. The purpose of the site tour will allow our team to learn, specifically from the Client, key elements of opportunity that might exist on each of the corridors and park parcels. It is anticipated that this site tour will last approximately two to three hours. Our team and client will determine the appropriate stops together prior to the kick-off.

1.3 **Stakeholder Engagement Strategy:** Community engagement is fundamental to every design process and Design Workshop is skilled at listening to the many voices of the community. Part of facilitating this process is being creative with the tools that we use so that everyone has a chance to participate in the form that they feel most comfortable. Our team will develop a "Community and Stakeholder Engagement Strategy" to gather valuable input from broad perspectives and establish community consensus. We anticipate a robust dialogue with the Client, key stakeholders and the public. We will work with the client team to determine specific objectives for each outreach effort and the best tools for achieving those objectives. As part of executing the Community and Stakeholder Engagement Strategy, Design Workshop will take the lead in preparing presentation documents, facilitating public and stakeholder input sessions and providing meeting summaries.

Project Deliverables for this task:

- Detailed project schedule and work plan
- Project Management Plan

- Project Dilemma
- Project Thesis
- Narrative Principles
- Critical Success Factors
- Challenges
- Design Approach
- Communications Plan
- Roles & Responsibility Plan
- QM & Deliverables Plan
- Risk & Change Management Plan
- Preliminary List of Project Goals
- Stakeholder Engagement Strategy
- Agenda and summary of Strategic Kick Off Meeting
- Documentation of site visit through photography and field notes
- Monthly outline of accomplishments (carries through all tasks)
- Creation of shared data folder through Box.com
- Metrics

Project Meetings:

- Project kick off meeting with Client and site tour (1.5 days)
- Bi-weekly client calls for duration of project (assumes 12 total calls)

TASK 2.0: DISCOVERY

At the heart of Design Workshop's Legacy Design process is a strong baseline condition stemming from thorough site analysis. This task will ultimately serve as the groundwork for measuring existing conditions and establishing key benchmarks. We understand projects within an existing context are often complex and require careful and deliberate analysis. Following the in-depth site visit and data collection and review, our team will establish a detailed inventory and analysis of existing site conditions for the defined area of work including streetscapes and park parcels.

The specific tasks to be completed by our team are as follows:

2.1 Site Inventory and Mapping: Our analysis of existing conditions may include, but is not limited to, items such as:

- Heat Island Effect
- Vegetation Coverage
- Sidewalk Width
- Connectivity
- Plant Health
- Lighting
- Materials
- Soils
- Crime prevention through environmental design (CPTED)

- Accessibility
- Drainage

2.2 **Historical Analysis:** Our team will research and study historical growth patterns, historical materials and design trends of northwest Arkansas and the Bentonville context. This historical investigation will be a component of design ideas during the master planning process.

2.3 **Ecological Analysis:** Our team will research and study the ecological context of northwest Arkansas with an emphasis on Bentonville's role as part of the overall environmental context of the place. The team will utilize this analysis to determine if there are design strategies to increase ecology in the project context.

2.4 **Existing Materials Review:** Our team will work with City to identify and catalog all relevant documents, easement and agreements. Our team will review plans and potential impacts of future adjacent developments. Client to provide materials that are readily available.

2.5 **Operations Existing Conditions:** Working with Parks Staff, our team will develop an existing conditions summary of current operations and maintenance data including:

- All revenue sources, particularly earned revenue
- Staffing costs
- Maintenance budget
- Fee schedule
- Total operating cost breakdown

2.6 **Preliminary Project Performance Matrix:** DW will finalize the agreed list of goals and strategies and provide initial research and evaluation of these items. Each applicable strategy will include benchmarks from other case studies to ensure research and best practices are fully incorporated into this Project. In addition, each strategy and benchmarked metric will be included in an ongoing matrix that will define future roles and responsibilities to ensure that the strategy is realized in the process and through implementation.

DELIVERABLES:

- Existing Conditions report including maps and summary documentation
- Operations existing conditions memo
- Preliminary Project Performance Matrix

TASK 3.0: ESTABLISHING COMMUNITY VALUES (COMMUNITY WORKSHOP #1)

In conjunction with Task 2.0 (Discovery), the Team will conduct a one-day Values Workshop in which we will engage the Client team and key stakeholders in a workshop that will determine the main overarching goals for the project, using site analysis and inventory as a guide. As part of this

workshop, the team will gain critical feedback from stakeholders on existing site challenges and site opportunities.

While the final details of the one-day workshop will be developed in the Community and Stakeholder Engagement Plan, Workshop #1 will include up to (4) stakeholder engagement meetings with various stakeholder groups and two public meetings at lunch and after work.

- Prior to the Workshop, the team will conduct coordination conference calls with the Client to review all developed materials and walk through the logistics of the event.
- The Client and DW team will select specific community groups/organizations to meet with as necessary.

DELIVERABLES:

- Plan and lead workshop (one day, up to four (4) stakeholder group interviews, two (2) open houses to discuss opportunities, constraints, goal setting, analysis and prioritization of programming)
- Summary of workshop including written documentation of stakeholder interview
- Digital presentation

MEETINGS:

- Lead Values Workshop – includes multiple meetings over one day in Bentonville

TASK 4.0: DEVELOPING THE VISION

The general objective for this task is to test program goals against site conditions and to explore design ideas through the creation of a series of design strategies. This will take into consideration each park parcel as well as the key corridors that connect them. Each strategy will be accompanied by 3D simulation graphics, plans, sections and diagrams to illustrate design intent. The strategies will overlay to create an overall framework plan for the project context.

As part of this task, the Team will conduct a one-day Vision Workshop in which we will engage the Client team and key stakeholders in a workshop that will determine input on the overall strategy objectives and draft framework plan for the Quilt of Parks. As part of this workshop, the team will gain critical feedback from stakeholders in order to refine the overall framework plan.

- 4.1 **Client Visioning Charrette:** Our team will visit Bentonville to meet with the Client Team and present preliminary design ideas. During the visit, we will assess the design through site walks and observations.
- 4.2 **Draft Framework Plan:** Upon returning from the Client Visioning Charrette Workshop, our team will create a draft framework plan and supporting graphics. The graphic support for the framework plan will include a combination of the following:

- Overall framework plan rendering for the Quilt of Parks
- Blow-up plan view renderings
- Cross sections
- Perspective drawings
- Supporting diagrams
- Supporting built photographs
- Metrics and performance reporting
- Precedent imagery

4.3 **Vision Workshop (Community Workshop #2):** While the final details of the one-day workshop will be developed in the Community and Stakeholder Engagement Plan, Workshop #2 will include up to (4) stakeholder engagement meetings with various stakeholder groups and two public meetings at lunch and in the evening.

- The Client and DW team will select specific community groups/organizations to meet with as necessary.

4.4 **Refined Framework Plan:** Upon returning from the stakeholder engagement workshop, our team will refine and finalize the framework plan. Previous graphics will be edited and adjusted based on stakeholder and community feedback.

Deliverables:

- Draft Framework Plan
- Refined Framework Plan
- Up to (2) site character sections for each street condition or other applicable graphics
- Up to (1) 3D simulations renderings for each of the five (5) parks
- Up to (5) plan enlargements for unique street conditions and park parcels
- Up to (4) imagery boards to portray site character
- Up to (2) review cycles included as part of client and vision workshop
- Up to (2) conceptual alternatives for Dave Peel Park
- Plan and lead workshop (one day, up to four (4) stakeholder group interviews, two (2) open houses)

Meetings:

- Vision Workshop attendance (8 hours)
- Client Vision Kickoff in Bentonville (8 hours)

TASK 5.0 TOWARDS IMPLEMENTATION

Building on the outcome of the Values and Vision process, DW will prepare a series of documents to capture the steps needed for future implementation of all "projects" discussed as part of the

framework plan. The purpose of the implementation task is to provide a solid foundation for fundraising and moving into detailed design, engineering and eventual implementation.

- 5.1 **Framework Opinion of Probable Cost:** Our team will prepare an opinion of probable cost. The intent of this effort is to provide an order of magnitude cost for components of the Project in relation to the implementation/phasing plan.
- 5.2 **Phasing Plan:** While the final details of the one-day workshop will be developed in the Community and Stakeholder Engagement Plan, Workshop #2 will include up to four (4) stakeholder engagement meetings with various stakeholder groups and two public meetings at lunch and in the evening.
- 5.3 **Implementation Planning Review:** The project manager from Design Workshop will visit Bentonville to meet with the Client and present implementation planning materials.

Deliverables:

- Design Guidelines memo
- Option of Probable Cost for all site "Projects"
- Phasing plan

Meetings:

- In-person implementation review in Bentonville

TASK 6.0 CAPTURING THE PLAN

Our team will finalize and capture all project documents as part of an overall project master plan booklet. The document will include all project content including written narrative, recommendations, conceptual graphics, photographs and selected materials from workshops and stakeholder engagement activities.

Deliverables:

- Final Master Plan booklet 11"x17", up to 60 Total Pages – 1 print copy to be delivered to client.

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

The following exclusions are not part of this proposal:

- Any additional fundraising trips scheduled outside of the workshops;

- Additional marketing and collateral material such as renderings, graphics, etc. not listed in the scope of work can be included as a T&M;
- Project does not include construction level documentation;
- All deliverables are assumed to be issued digitally unless otherwise noted.

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager (other roles may be added as required.) The key team members for the project are listed below:

Principal-in-Charge – Kurt Culbertson

Kurt will serve as Principal-in-Charge of the Dave Peel Park project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and the consultant team.

Project Manager – Connors Ladner

Connors will serve as the Project Manager for the Dave Peel Park project and will also be responsible for leading the planning and design efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with the client and all of Design Workshop's sub-consultants.

SCHEDULE

Design Workshop is prepared to begin services once the master plan phase is complete. Design Workshop will begin upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative. Currently, the official start date is unclear, but the following schedule outlines the projected process.

- Task 1.0 Project Start Up – 2 Weeks
- Task 2.0 Discovery – 2-4 Weeks
- Task 3.0 Establishing Community Values – 2 weeks
- Task 4.0 Developing the Vision – 8-12 weeks
- Task 5.0 Towards Implementation – 4 weeks
- Task 6.0 Capturing the Plan – 4 weeks

FEES AND EXPENSES

1. Basic services (includes all reimbursable expenses)

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$169,180.

The estimated fees are as follows:

Task One	Project Start-up	\$22,280
Task Two	Discovery	\$22,000
Task Three	Establishing Community Values	\$17,800
Task Four	Developing the Vision	\$81,300
Task Five	Towards Implementation	\$15,500
Task Six	Capturing the Plan	\$10,300
	Total Professional Fees	\$169,180

2. REIMBURSABLE EXPENSES

Reimbursable Expenses are included in the overall fee.

3. RETAINER

In accordance with Design Workshop's policy, a retainer of **(\$15,000)** is payable upon

acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

4. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include, but are not limited to redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

5. TAXES (For Canada, UAE and other states and countries that may apply)

Any taxes or fees (local, state or federal), based on gross receipts or revenues will be added to amounts due under this contract.

PAYMENT TERMS

1. This is a lump sum contract and will be billed monthly as a percentage completed for each phase of work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.

Design Workshop, Inc.

3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____ Date: _____

Title: _____

APPROVED BY CLIENT:

By: _____ Date: _____

Title: _____

NOTES:

1. Attached invoicing questionnaire and Attachment A Contract Provisions.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH DESIGN WORKSHOP.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Design Workshop for the creation of the Quilt of Parks - Downtown Parks Master Plan in an amount not to exceed \$169,180.00, as set forth in the attached Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 11, 2019

Submitted by: David Wright

Department: Parks and Rec

Phone: 271-6813

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Design Workshop, in the amount of \$258,750.00 for the full design, construction and bid documents for Dave Peel Park.

COST TO CITY:

Cost of this Request: \$258,750

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: June 13, 2019
Re: Resolution for Master Plan of Downtown Parks

The Play Bentonville Plan, approved by City Council in August 2017, recommended looking at the park spaces in Downtown to make them more suitable to the successful events that occur on the Downtown Square. Many of the events are outgrowing the one (1) acre of the Square. Citizens, Staff and Consultants agreed that we should look for ways to expand the event space in a way to compliment and benefit the community building events that occur in our Downtown.

In December 2017, City Council accepted a Design Excellence Grant from the Walton Family Foundation to create a Downtown Park Master Plan – referred to as the “Quilt of Parks”. The \$453,600 grant award allows the City to move forward with public input and conceptual plans for the Downtown Square, Dave Peel Park, Lawrence Plaza, Town Branch Park and a potential future plaza space. In addition, it also provide construction and bid documents for the full renovation of Dave Peel Park.

Earlier this year, Parks and Recreation Staff put together a Steering Committee to has been tasked to work with Staff and Consultants to assist with leading this project design. The committee comprised of community leaders, downtown business owners, citizens and council members, participated in the review of qualifications, interview process and selection of the firm. After a very extensive review, the firm selected Design Workshop. Design Workshop comes with a great reputation as one of the top urban planning firms in the country. Their knowledge and experience should provide the City with a functional and successful final product.

This project, like all Parks and Recreation projects, will be accompanied by a high level of public participation and input. The project steering committee will continue to meet with the consulting team throughout the data collection and design phase. We will host public meetings and pop up meetings to gather information from our citizens and those are use Downtown Bentonville on a regular basis. The final product, that should be completed early 2020, will provide the City with designs and projected costs of how our downtown spaces could be renovated to better serve our citizens into the next generation.

The first agreement is for the master plan of the downtown spaces. This project cost is \$169,180. The next agreement is for the construction and bidding documents for Dave Peel Park. The cost for the second agreement is \$258,750. The total for the two projects is \$427,930. Again, the cost of this project is paid for by the \$453,600 Design Excellence Grant from the Walton Family Foundation. Thanks to this grant, this comes at no expense to the Bentonville taxpayers.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:

Grant Agreement Resolution – December 2017

Agreement(s) with Design Workshop

Design Workshop, Inc.

Landscape Architecture

Planning

Urban Design

800 Brazos Street

Suite 490

Austin, TX 78701

512-499-0222

512-499-0229 fax

Asheville

Aspen

Austin

Chicago

Denver

Dubai

Houston

Lake Tahoe

Los Angeles

Shanghai

designworkshop.com

May 31st, 2019

QUILT OF PARKS
Bentonville, AR

PROJECT DESCRIPTION

The Quilt of Parks project originated from Bentonville's 10-year Parks and Rec Master Plan – the Play Bentonville 2025 Plan. The Plan, which was adopted in 2017, calls for a design project to weave together five (5) parks in Downtown Bentonville – Lawrence Plaza, Dave Peel Park, The Common, Town Branch Park and the City Square. All the new green spaces as part of the quilt of parks are envisioned to connect with a series of walkable streetscape environments to extend the park setting throughout the downtown core of Bentonville. As described in the Parks Plan, Bentonville has an opportunity to provide a sequence of public spaces appealing to a wide variety of residents and visitors who can engage in a myriad of experiences in a safe, social and exciting atmosphere.

Following the Master Plan process, Design Workshop will prepare construction documents for Dave Peel Park. The estimated construction budget for Dave Peel Park is assumed as range between \$2,000,000 and \$2,500,000 for this proposal.

SCOPE OF SERVICES

The following narrative describes a comprehensive list of services required to prepare Construction Documents for the property. Efficiently organizing the work will be essential to completing the project in a timely fashion. While the following narrative is organized in a linear manner, many of the sub-tasks may proceed in a parallel or concurrent fashion.

The scope of work to be performed by Design Workshop in connection with this agreement is as follows:

TASK ONE: PROJECT START-UP

The general objective for this phase of the work is to develop a thorough understanding of the work that has been completed to date, become familiar with the site and develop a preliminary understanding of the development program.

The specific tasks to be completed are as follows:

1. Review pertinent codes, current entitlements and conditions of approval which may impact the site development concepts.
2. Meet with the client and consultant team to review/develop site specific project goals, design criteria and site program.

DESIGNWORKSHOP

3. Define the roles and responsibility of the project team, including the consultants retained by the client.
4. Obtain understanding of target site improvement budget with the client.
5. Review the geotechnical report and topographic survey. Both should be provided by client prior to starting schematic design.
6. Visit the site to become familiar with the site conditions such as soils, slopes, views and context surrounding the site. Field-verify survey information, including the limits of existing improvements.
7. Prepare a detailed project schedule/work plan.
8. Attend bi-weekly client calls and/or other consultants for project duration (18 call totals).

The following products will be prepared/delivered:

1. Statement of understanding of client's budget to which project will be designed.
2. Meeting notes and written documentation of specific research topics.
3. Project schedule/work plan.

TASK TWO: SCHEMATIC DESIGN

The general objective for this phase of the work is to prepare design studies and develop an initial understanding of landscape construction costs. Based on the Client approved Conceptual Design Plan and conceptual level opinion of probable construction cost, Design Workshop will prepare a Schematic Design Plan.

The specific tasks to be completed are as follows:

1. Preliminary plan review with municipal staff, e.g. Planning and Public Works.
2. Research site improvement materials and plant palettes.
3. Prepare an overall site plan that clearly illustrates the site development concept, key relationships, planting concepts, site circulation and the relative disposition of the program on the site.
4. Illustrate schematic site grading and drainage concepts for all areas outside the building(s) including land contouring, landscape berms, swales, walls and drainage in hardscape areas.

5. Prepare a lighting design strategy and develop a schematic landscape lighting scheme for all major landscape areas on the property.
6. Conduct internal Schematic Design Quality Control Reviews for aesthetic and technical content.
7. Based on the Schematic Design plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
8. Schematic Design Presentation to Client Team

The following products will be prepared/delivered:

1. Landscape Site Plan(s) at (1"=20') scale.
2. Materials Site Plan at (1"=20') scale.
3. Landscape Lighting Plan at (1"=20') scale.
4. Conceptual Grading and Drainage Plan at (1"=20') scale.
5. Up to three (3) Cross Sections / Elevations scale illustrating the basic landscape intent.
6. Up to three (3) perspective sketches illustrating the basic landscape intent.
7. Physical Model (no larger than 36x48")
8. Landscape Character Book that portrays the character of proposed landscape features.
9. Schematic level opinion of probable site/landscape construction cost.

TASK THREE: DESIGN DEVELOPMENT

The general objective for this phase of the work is to develop the character and detail of the proposed landscape plan. Based on the Client approved Schematic Design Plan and schematic level opinion of probable site/landscape construction cost, Design Workshop will prepare a Design Development Plan.

The specific tasks to be completed are as follows:

1. Prepare site demolition plans illustrating existing hardscape and landscape areas that will be demolished or preserved. Develop site erosion control plans illustrating areas to receive erosion protection. Develop tree protection plans illustrating existing trees and other plant materials to be protected during construction.
2. Develop tree protection plans illustrating existing trees and other plant materials to be protected during construction.
3. Prepare plans, cross sections and elevations for pedestrian and special vehicular pavements, entries, site furnishings and other site elements that are a part of the proposed landscape development and not a part of building structures.
4. Develop site grading and drainage for all areas including contouring, retaining structures, swales, flow lines and drainage devices. Indicate alignments, elevations, dimensions, materials and details for retaining or freestanding walls, steps, ramps, etc.
5. Prepare planting plans for all landscape areas to illustrate planting composition, plant species, locations and sizes of major planting features. Special attention will be given to ensure that views, solar orientation and erosion control are accommodated in the solution.
6. Review plant availability.
7. Prepare preliminary Irrigation Plan illustrating overall irrigation intent.
8. Prepare a preliminary landscape lighting scheme for all major landscape areas on the property.
9. Review materials and technical systems with potential fabricators and contractors.
10. Select site development materials and prepare design development details and enlargements.
11. Review Design Development plans with municipal staff.
12. Conduct internal Design Reviews.
13. Conduct internal Design Development Quality Control Reviews for aesthetic and technical content.
14. Based on the Design Development plan, prepare an opinion of the range of probable costs. This range is an opinion only and will need to be verified by a retained cost estimation specialist or by a contractor in the bidding and negotiation process.
15. Prepare a draft specification for the above-described landscape elements of the project.

16. Prepare a digital model walk-through using VR technology.

The following products will be prepared/delivered:

1. Demolition Plan(s) at (1"=20') scale.
2. Tree Protection Plan(s) at (1"=10') scale.
3. Materials Plan(s) at (1"=10') scale.
4. Grading and Drainage Plan(s) at (1"=10') scale.
5. Erosion Control Plan(s) at (1"=20') scale.
6. Planting Plan(s) at (1"=10') scale.
7. Soils Plan(s) at (1"=20') scale.
8. Up to four (4) Composite Sections/Site Cross Sections/Elevations at (1"=10') scale showing the landscape intent.
9. Preliminary Irrigation Plan(s) at (1"=20') scale.
10. Site Electrical Plan(s) at (1"=20') scale.
11. Site Infrastructure Plan(s) at (1"=20') scale.
12. Design Development details and reference sections.
13. Design Development level opinion of probable construction cost.
14. Up to (2) in-person presentations to client during Design Development.
15. Draft technical specifications. NOTE: Design Workshop services do not include preparing Division 00 or 01 Specifications as part of its services. Client shall include Division 01 Specifications adequate for the Project as part of its agreement with its contractor and shall provide Design Workshop with a copy of the Division 01 Specifications.

TASK FOUR: CONSTRUCTION DOCUMENTS

The general objective for this phase of the work is to prepare final documentation drawings that incorporate the most current information regarding construction practices. Based on the Client

approved Design Development Plan and Design Development level opinion of probable construction cost, Design Workshop will prepare Construction Documents.

If any contractor, governmental authority, building department or any other third-party requests or requires that changes be made to the Construction Documents prepared by Design Workshop, then Client shall notify Design Workshop of the same before any such changes are made. In the event Client, Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents prepared by Design Workshop or its consultants without obtaining Design Workshop's written consent, or in the event of termination of this Agreement consistent with the terms herein, Client shall assume full responsibility for the results of and any damages caused by such changes. Therefore, Client agrees to waive any claim against Design Workshop and to release Design Workshop from any liability arising directly or indirectly from such changes, not consented to by Design Workshop. In addition, Client agrees to the fullest extent permitted by law, to indemnify and hold harmless Design Workshop, including Design Workshop's consultants, from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense arising from such changes.

Unless required solely as a result of Design Workshop's failure to follow the applicable laws in place at the time when the 100% Design Development Documents and 100% Bid Documents/Permit Sets were originally prepared, any changes to the design requested or required to be made after Design Workshop's completion of the set of 100% Design Development Documents and 100% Bid Documents/Permit Sets shall be an Additional Service and shall be performed on a time and materials basis.

In the event Client uses Design Workshop's work product without retaining Design Workshop to either finalize the Construction Documents or to perform construction observation services, Client releases Design Workshop and Design Workshop's consultant(s) from all claims and causes of action arising from such uses. Client, to the fullest extent permitted by law, further agrees to indemnify and hold harmless Design Workshop and its consultants from all costs and expenses, including the cost of defense and attorneys' fees, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from such use of the documents by Client.

The specific tasks to be completed are as follows:

1. Prepare working drawings and specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time the work is prepared. Includes 1 printed set to client for review.
2. Conduct technical work sessions with municipal staff.
3. Coordinate interdisciplinary Construction Document reviews between the consultants.
4. Review materials and technical systems with potential fabricators and contractors.

5. Conduct internal Construction Document Quality Control Reviews for aesthetic and technical content and revise plans per reviews.
6. Attend up to two in-person meetings with the Client and/or other consultants.
7. Prepare a Cost Estimate at 50% and 100% Construction Documents

The following products will be prepared/delivered as part of the Bid Documents:

1. Demolition Plan(s) at (1"=20') scale.
2. Tree Protection Plan(s) at (1"=10') scale.
3. Layout (Horizontal Control) Plans at (1"=10') scale locating vehicular and pedestrian pavements, landscape walls, site furnishings and other site elements.
4. Materials Plans at (1"=10') scale showing types of vehicular and pedestrian pavement, landscape walls, site furnishings and other site elements.
5. Grading and Drainage Plan(s) at (1"=10') scale indicating vertical control and drainage for the site.
6. Erosion Control Plan(s) at (1"=20') scale.
7. Planting Plans at (1"=10') scale showing tree, shrub, vine and groundcover locations and a complete plant material schedule.
8. Irrigation Plans at (1"=10') scale showing identification, location, and sizing of irrigation systems and their component parts.
9. Site Electrical Plans at (1"=20') showing type, location, and mounting details for landscape site lighting fixtures.
10. Site Infrastructure Plans at (1"=20') showing underground systems and offsite connections needed to provide a comprehensive system.
11. Details and reference sections of the above-described landscape materials with information required for construction, installation and finishing of landscape components of the project.
12. Construction Document level Opinion of Probable Construction Cost.
13. Technical specifications (for improvements and/or site features described by the above listed drawings) in standard CSI format. (General Conditions, Special Requirements, Division 00 and Division 01 Specifications General Requirements shall be provided by Client.)

TASK FIVE. BIDDING AND NEGOTIATION

The general objective for this phase of the work is to obtain and review bids and assist Client in the selection of a preferred general contractor, including, as necessary, assisting the contractor in developing a clear understanding of the project for purposes of preparing construction bids. This work shall occur in the period after the completion of Design Development and prior to awarding a construction contract. Should Value Engineering or incorporation of addenda and other modifications be required after completion of the Bid Documents/Permit Set, Design Workshop will complete necessary changes (on a Time and Material (T&M) Basis, with a stipulated cap), agreed upon by the Client, prior to commencing our work.

Client shall include in its agreement with the contractor a warranty on behalf of the contractor that its work will conform to the requirements of the plans and specifications prepared by Design Workshop and any other applicable contract documents. Client shall also include in its agreement with the contractor a requirement that the contractor not deviate from or change Design Workshop's design without prior written approval from Design Workshop. Client shall provide Design Workshop with a complete copy of the executed agreement between Client and the contractor, including all exhibits, specifications and addenda.

The specific tasks to be completed are as follows:

1. Issue Bid Documents/Permit Set created in task five.
2. Participate in one (1) Pre-Bid conference or Pre-Bid meeting with prospective bidders for work designed by Design Workshop or in conjunction with the work of other consultants.
3. Prepare addenda to the Bid Documents, as clarification is required.
4. Review bids for completion and ensure there are no major errors or omissions.
5. Review substitutions and alternatives as requested by the bidders.
6. Attend up to two meetings with the selected bidders on items designed by Design Workshop to review bids and facilitate understanding of the project scope.

TASK SIX: CONSTRUCTION OBSERVATION

The general objective for this phase of the work is to provide observation of the landscape construction process for compliance with the drawings and specifications.

The Design Workshop team will make periodic visits to the site, as specified below, to become familiar with the progress and quality of construction and to determine whether the construction of the landscape work is proceeding in accordance with Design Workshop's design intent and contract documents. During such visits and based on observations while at the site, Design Workshop will keep the Client informed of the progress of construction. Design Workshop may recommend rejection of work to the Client if the contractor fails to conform to the contract documents.

Client understands that construction observation is a part of Design Workshop and its subconsultant's process, and enables Design Workshop to observe the construction in progress at appropriate intervals to inform the owner of the progress and quality of the work. Construction observation services also enable Design Workshop to instruct and inform the contractor and owner of any issues with a record of problems observed. If Client does not retain Design Workshop to perform construction observation services, then Client understands and accepts the risk that the failures by the contractor to properly follow and implement the design intent of the contract documents may be missed.

The specific tasks to be completed are as follows:

1. Attend construction meetings, including pre-construction meeting, with contractor and subcontractors as part of the site visit schedule.
2. Conduct weekly site visits (up to 40) and provide progress reports indicating the progress of the project, quality of construction, specific problem areas and state of completion. Contractor should be responsible for issuing meeting notes after each meeting and agenda to start the meeting.
3. Respond to requests for clarifications.
4. Prepare and submit landscape architecture-related construction change directives/supplemental instructions, as needed, for items designed by Design Workshop.
5. Select and tag plant material for conformance to specifications at place of growth including tagging replacement plant materials, if necessary, at supply source with the contractor. (Maximum of two trips.)
6. Review and approve product submittals, shop drawings, samples, mock-ups and other submissions of the contractor for compliance with Construction Documents.

7. Review and comment on contractor payment applications only. Design Workshop will not sign or otherwise authorize. This will be the responsibility of the construction administrator or manager or owner.
8. Observe hardscape layouts and quality of workmanship (i.e. paving, walls, steps, specialty features).
9. Observe landscape grading and drainage.
10. Observe location and quality of plant material and installation.
11. Observe layout and installation of irrigation systems and specified coverage tests.
12. Review as-built drawings.
13. Conduct substantial completion walk-through to review contractor punch list.
14. At the end of establishment period, Design Workshop shall conduct a final inspection and upon finding the project acceptable, Design Workshop will recommend acceptance of the landscape installation.

This proposal includes Professional Service time for up to 45 site visits/construction observation meetings as follows:

Pre-construction meeting - 1

Weekly construction progress meeting - 40

Nursery visit - 2

Substantial completion punch list/Approve beginning of maintenance/establishment- 1

Acceptance of established landscape - 1

Additional meetings shall be approved in writing by the Client and billed as Additional Services.

Design Workshop will endeavor to secure compliance by the Contractor to the landscape plans and specifications. However, Design Workshop will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. Design Workshop will not be responsible for the Contractor's errors, omissions or failure to carry out the work in accordance with the contract documents. Any discrepancies shall be brought to the attention of Design Workshop for clarification.

TASK SEVEN: CONSTRUCTION AND SITE PERMITTING

Our team will work with the City staff and Bentonville Parks and Recreation Department as it relates to the requirements of City of Bentonville development protocol. Drawings, reporting, and standard forms will need to be completed and submitted for review and approval prior to construction. As changes occur during the design and construction process, updates to permits may be required.:

Permit inclusions list:

1. Permit submittals for site infrastructure
2. Permit submittals for tree preservation and mitigation
3. Corrections and revisions to design documents per City direction
4. Provision of stamped/approved plans for contractor/owner use
5. Permit updates to construction documents related to field or owner changes during construction

The following products will be prepared/delivered as part of permitting:

1. 1 - Full size stamped/approved plans in digital format (PDF) for contractor/owner use;
2. Paper and digital submittals for City use during approval process;
3. Stamped/approved updates to permit set in digital format (PDF).

The following meetings will take place as part of permitting:

1. Up to three meetings with Engineer and City staff as needed during permit process

CONDITIONS AND EXCLUSIONS

Client shall provide the following information or services as required for performance of its services. Design Workshop assumes no responsibility for the accuracy of such information or services provided by Client and shall not be liable for errors or omissions therein. Should Design Workshop be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

In order to begin services, we will require the following information:

1. Topographic field surveys of the property which include but are not limited to the property lines, easements, utilities, structures, buildings, one (1) foot contours intervals, etc.
2. A copy of soils/geology reports.

3. All deliverables are assumed to be issued digitally unless otherwise noted.

PROJECT TEAM

Design Workshop typically organizes projects in a team format with key responsibilities divided between the Principal-in-Charge and Project Manager (other roles may be added as required.) The key team members for your project are listed below:

Principal-in-Charge – Kurt Culbertson

Kurt will serve as Principal-in-Charge of the Dave Peel Park project and will have primary responsibility for the overall content and quality of the services performed by Design Workshop and our consultant team.

Project Manager – Conners Ladner

Conners will serve as the Project Manager for the Dave Peel Park project and will also be responsible for leading the planning and design efforts associated with the work. His responsibilities will include the coordination of Design Workshop's in-house design team as well as regular communication and coordination with the client and all of Design Workshop's sub-consultants.

SCHEDULE

Design Workshop is prepared to begin services once the master plan phase is complete. Design Workshop will begin upon receipt of a retainer and a signed copy of this proposal from an authorized owner's representative. Currently, the official start date is unclear, but the following schedule outlines documentation.

Task One	Project Start-up	2-3 Weeks
Task Three	Schematic Design	2 Months
Task Three	Design Development	2-3 Months
Task Four	Construction Documents	2-3 months
Task Five	Bidding and Negotiation	1 Month
Task Six	Construction Observation	10 months
Task Seven	Permitting and Approvals	TBD

FEES AND EXPENSES

1. Basic services (includes Reimbursable expenses)

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement shall be for a lump sum fee of \$258,750.

The estimated fees are as follows:

Task One	Project Start-up	\$15,525
Task Two	Schematic Design	\$38,813
Task Three	Design Development	\$90,563
Task Four	Construction Documents	\$64,688
Task Five	Bidding and Negotiation	\$10,350
Task Six	Construction Observation	\$25,875
Task Seven	Construction Permitting	\$12,938
	Total Professional Fees	\$258,750

2. RETAINER

In accordance with Design Workshop's policy, a retainer of **(\$25,000)** is payable upon acceptance of this proposal. The retainer will be applied to our final billing. All invoices must be paid prior to release of the final documents.

3. ADDITIONAL SERVICES

Services in addition to those described above are to be compensated on a Time and Materials basis per Design Workshop's current published rate schedule. Additional services will include (but are not limited to) redesign of previously approved work, major revisions to program and/or expansion of scope of services. Whenever practical, changes, additions, or modifications to the scope of services shall be authorized by written change request; however, the absence of such a written change order shall not act as a bar to payment of fees due Design Workshop, provided the change was in fact approved and ordered by the Client.

4. TAXES (For Canada, UAE and other states and countries that may apply)
Any taxes or fees (local, state or federal), based on gross receipts or revenues will be added to amounts due under this contract.

PAYMENT TERMS

1. This is a lump sum contract (OR percent of construction cost contract) and will be billed monthly as a percentage completed for each phase of the work.
2. Invoices will be mailed from Design Workshop's office by the 10th of each month. Invoices are payable within 30 days of the date of billing. Invoicing shall be specific to each major task and will describe the completed portion of the services.
3. Extensive itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses for accounting purposes are not a normal procedure; however, at the Client's request, Design Workshop will provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

ACCEPTANCE

1. This Agreement is entered into between Design Workshop, Inc. and owner or reputed owner of the property to be benefited by Design Workshop's services.
2. If this contract meets with your approval, please sign below and return one (1) copy for our file.

Design Workshop, Inc.

3. If this agreement is not accepted within two (2) months from the date of receipt, the offer to perform the described services may be withdrawn and Design Workshop may renegotiate this proposal.
4. The Client agrees that they have read and understood the Contract Provisions attached hereto and incorporated herein by reference.

DESIGN WORKSHOP, INC.

By: _____ Date: _____
Title: _____

APPROVED BY CLIENT:

By: _____ Date: _____
Title: _____

NOTES:

1. Attached invoicing questionnaire and Attachment A Contract Provisions.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A PROFESSIONAL SERVICES
AGREEMENT WITH DESIGN WORKSHOP.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Design Workshop for the full design, construction and preparation of bid documents for Dave Peel Park in an amount not to exceed \$258,750.00

, as set forth in the attached Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2019.

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:

June 25, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of budget adjustment, in the amount of \$494,000.00, to recognize a grant from the Walton Family Foundation for the feasibility study and design for a potential 8th Street Gateway Park.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: May 30, 2019
Re: City Council approval of a budget adjustment recognizing a grant from the Walton Family Foundation for \$494,000 for a feasibility study and design for a possible park on SW 8th Street.

Parks and Recreation is seeking City Council's approval of a budget adjustment for \$494,000 for a feasibility study and design of a possible park to be located on SW 8th Street.

The Play Bentonville Plan emphasized our citizen's desire for additional parks and trails on the west side of Walton Boulevard. The addition of public projects like Citizens Park, Applegate Trail and the future park on 28th Street will go a long way in helping meet these needs. Additional private projects that will be available to the public will also help with meeting recreational and greenspace needs for citizens who reside west of Walton Boulevard.

For a year or more, Parks and Recreation Staff has visited with representatives from Walmart, Trailblazers, and the Walton Family Foundation concerning property on SW 8th Street. From a park planning perspective, this area lends itself very well for future public park space because of the thousands of homes surrounding the land. Walmart is considering donating the land. However, before we accept the donation, we believe it is wise use of taxpayer resources to determine what a possible park may look like and cost the City long-term.

The vision of the parkland comes from information provided during the Play Bentonville Plan, the master plan for Parks and Recreation. The plan discusses the need for additional passive recreation spaces and trails west of Walton Boulevard. The design should be one that is based on guidance set forth by the plan and focus on flexible open green space, walkability and connectivity to the overall trail network. Park amenities will support passive recreation and may include, but not limited to path, trails, restrooms, parking, pavilions, play areas and public gather spaces. We intend to, like all Parks and Recreation projects, engage the public to hear thoughts and idea for the land, and to make determinations on how to design the space.

The Walton Family Foundation has extended a Design Excellence Grant opportunity to allow our department to research what a potential park may look like, understand construction costs and determine long-term costs for the City. At the conclusion of this project, the City will be in position to determine if we want to move forward with accepting the donation for use of a public park. If we decide to accept, there are no obligations for timeline. The grant pays 100% of the costs of hiring the design firm and related project costs.

One point important to note regarding this project is the potential Animal Resource Center (ARC). While the land of the ARC has not been specifically stated, it has been discussed that it could be located in the general area of where this plan is looking into. We do not intend to compete with the ARC, only compliment the efforts of what this group is doing. That being said, this plan does not touch how the ARC is designed or where it will be located. The City / Parks and Recreation will not own or manage the ARC Property.

If Council approves this budget adjustment, we will begin working immediately to select a qualified planning firm to design the project. Public engagement should begin late summer / early fall of this year. The anticipated completion date of the planning stage is spring 2020.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:

Agreement with Walton Family Foundation

Budget Adjustment Request Form



David Wright
Parks and Recreation Director
City of Bentonville

Dear Mr. Wright,

For the last several years we've been discussing the need for greenspace in the western part of the community. Specifically, the Play Bentonville 2025 plan identified a need for public greenspace west of Walton Boulevard. As a result, NWA Trailblazers has been working with willing landowners to assemble approximately 85 acres land on the west side of Walton Blvd that would eventually be presented to the City of Bentonville for consideration to accept into their park system.

To ensure the greenspace is developed in an acceptable manner and consistent with the Play Bentonville 2025 Plan recommendations of open passive recreation, trails, and gathering areas, a master plan needs to be completed. The master plan will include public input and also locate the site for a future pet resource center to be owned and operated by a third party.

We are pleased to be a partner in this process and very appreciative the Walton Family Foundation is willing to provide the funding for the masterplan.

Sincerely,

A large black rectangular redaction box covers the signature of R. Erin Rushing.

R. Erin Rushing, PLA
NWA Trailblazers
Executive Director

WALTON FAMILY
FOUNDATION

May 22, 2019

Mayor Stephanie Orman
City of Bentonville
117 West Central Avenue
Bentonville, AR, 72712

RE: Grant 2019-335

Dear Mayor Orman,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to \$494,000.00 to begin the design process for the 8th Street Gateway Park in west Bentonville. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Marc Holley
Interim Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

Grant Agreement

May 22, 2019

Grant 2019-335

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of up to \$494,000.00 to the City of Bentonville ("Grantee"). The project term will be July 1, 2019 to March 1, 2020. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to begin the design process for the 8th Street Gateway Park in west Bentonville. This grant is more fully described in Grantee's proposal dated April 30, 2019. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to Four Hundred Ninety-Four Thousand Dollars (\$494,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$227,000.00	Upon completion of a signed grant agreement
#2	Up to \$20,000.00	9/1/2019
#3	\$247,000.00	11/1/2019

3. **Payable:** Initial installment of \$227,000.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein.

Installment Two: Up to \$20,000 shall be payable upon receipt of documentation of travel expenses during the design firm interview process. Travel expense reimbursement is limited to expenses incurred prior to final selection of the design firm.

Installment Three: Payment of \$247,000 shall be payable upon receipt of an update report on the design process, public engagement and expenses incurred.

All installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
10/15/2019	Update
3/1/2020	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2019-335 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

9. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

10. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2019-335 in your communication.

By electronically signing this letter the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by June 18, 2019 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Walton Family Foundation, Inc.,

By: _____
Marc Holley (Date)
Interim Executive Director

City of Bentonville

By: _____
Mayor Stephanie Orman (Date)
City of Bentonville

**Appendix A: City of Bentonville
8th Street Gateway Park**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: 8th Street Gateway Park		
Outputs		
The City of Bentonville will interview a minimum of three candidates in person from the design firms recommended by the Design Excellence Committee and select a design team for the project.	8/1/2019	Memo from City describing selection criteria and final decision
The City will enter into a contract with the selected design firm to produce design drawings (concept design through schematic design phase) for the 8th Street Gateway Park.	9/1/2019	Executed contract
The design firm will produce a detailed design schedule, with delivery dates for schematic design, design development and construction drawings. Updated plans and cost estimates will be submitted to WFF at each of the milestones, with recommendations from the design firm and grantee on how to proceed compared to capital construction budget estimates.	9/1/2019	Copy of Schedule
Bentonville Parks and Recreation will host a minimum of two (2) public forums and five (5) stakeholder meetings to gather public input from a minimum of 200 residents regarding the future uses of the gateway park.	11/1/2019	Program records
The grantee, partners and the design team will collaboratively define evaluation metrics to be integrated throughout the design process, and a proposed evaluation rubric for post-construction.	11/1/2019	Evaluation rubric
The selected firm will complete a conceptual design for the master plan of the 8th Street Gateway Park.	12/15/2019	Design drawings, renderings
The selected firm will complete a schematic design, with cost estimates, for the 8th Street Gateway Park. Prior to proceeding into Design Development, schematic design documents will be submitted for review by WFF.	3/11/2020	Design drawings, renderings and cost estimates
Outcomes		
Prior to proceeding into Design Development, the Parks and Recreation Master Plan and the Bentonville City Council will review and approve the Schematic Designs and preliminary cost estimates, making adjustments as necessary.	3/1/2020	Meeting minutes
The City and partners will establish a construction timeline and funding plan for the future park.	3/1/2020	Final Grant Report
An evaluation report measuring the design process and outcome based upon the principles of the Design Excellence program will be submitted to WFF for review/comment.	3/1/2020	Evaluation report