BENTONVILLE CITY COUNCIL AGENDA

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. Those comments will be communicated to the members of the Council and the Mayor. Accommodation has also been made to allow Bentonville citizens to make "live" public comments orally in the event they cannot attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

City Council Meeting **Tuesday, January 25, 2022 6:00 p.m.**
City Hall **305 S.W. "A" Street**
Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on January 25, 2022:**
https://us02web.zoom.us/webinar/register/WN_Ll-wxzS-QcO4jUOl0DkhhQ

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: January 11, 2022

AGENDA

1. Planning:

1a. **Ordinance accepting a Lot Split of Lots 33 and 34 of W.A. Burks Addition to the City of Bentonville, Arkansas (Project Number: LS21-0065) 1003 N Main Street.**

(Pages 8-10)

The Planning Commission voted 7-0, recommending approval.

A lot split of existing Lots 16 and the south half of existing Lot 17, creating new Lot 33 and 34 of WA Burks Addition. The plat dedicates a small portion of right-of-way along N Main Street per the Master Street Plan requirements. A lot width variance was granted by the Board of Adjustment on November 11, 2021, for these two lots.

1b. **Ordinance accepting a Lot Split of Lots 6 and 7 of Shaw Estates to the City of Bentonville, Arkansas (Project Number: LS21-0072) Allen Road.**

(Pages 11-14)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 2 of Shaw Estates, creating new Lot 6 (+/- 2.55 acres) and new Lot 7 (+/- 0.77 acres) of Shaw Estates. The plat dedicates a 20-foot public utility easement.

1c. **Ordinance accepting a Property Line Adjustment of Lot 12 of Bottens Acres Subdivision to the City of Bentonville, Arkansas (Project Number: PLA21-0031) 2306 SE Walton Boulevard.**

(Pages 15-17)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of existing Lots 1C-1 & 1C-2 of Bottens Acres Addition creating new Lot 3 (+/- 0.76 acres) of Bottens Acres. Existing right-of-way along SE Walton Boulevard and SE Moberly Lane meet the requirements of the current Master Street Plan. The plat dedicates additional utility easements to serve the newly created lot.

2. Appeal to a Planning Commission decision for a waiver request in relation to the Aurora Subdivision Phase 3 Preliminary Plat by Amazing Land Company, LLC. Amazing Land Company, LLC, as part of the Aurora Subdivision Phase 3 Preliminary Plat, applied for a waiver from Article 1100, Section 1100.16(d), Connectivity, of the Land Development Code which requires local and residential streets to connect with surrounding streets. The applicant requested the Planning Commission not require them to connect to SW Atlantic Avenue, which is located in the Providence Village Subdivision to the west. The Planning Commission voted to deny the waiver request by a vote of 2-4. The applicant and their representative, CEI, have prepared additional documentation and studies for presentation to the City Council along with their appeal request. The City Council may approve the appeal (approving the waiver), deny the appeal (denying the waiver), or send the item back to Planning Commission for additional study in light of the additional information provided by the applicant. **(Pages 18-41)**

3. Utility Board:

3a. Staff recommends awarding bid for three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks from Superior Automotive for $72,000.00 ($24,000.00 per unit). Approved by the Utility Board 5-0. **(Pages 42-72)**

3b. Resolution recommend by Staff allowing the Mayor and City Clerk to amend an agreement with Garver Engineering, LLC in the amount to $194,550.00 according to the Professional Services Agreement, Project Number 20W01294 Amendment No.1 for the continuation of the In-Vessel Project for Bentonville Composting Facility. The $194,550.00 does include the original contract amount of $29,550.00, therefore amending to increase the contractual amount by $165,000.00. The original agreement is being amended to generally include, design, permitting, and bidding of six permeant In-Vessel composters, associated equipment and facility improvements. Staff also requests support for the use of American Rescue Plan Act (ARPA) funds for the in-vessel project after design is complete. Approved by the Utility Board 5-0. **(Pages 73-98)**

3c. Ordinance requested by Staff for City Council approval waiving the requirement of competitive bidding for a Cla-Val refill valve at the I street tank location. The estimated cost from Instrument and Supply Inc. for the Cla-Val refill valve is $39,894.14. This is a budgeted item. Utility Board approved 1-18-2022 by a vote of 5-0. **(Pages 99-104)**

3d. Ordinance and waiver of bid to purchase 15 kV breakers from Siemens Industry, Inc. for the expansion of Substation "I" for $112,353 plus tax (estimated to be $10,673.54). This is a sole source items and matches existing breakers used in all of Bentonville's substations. Approved by Utility Board 5-0. **(Pages 105-132)**

3e. Ordinance and waiver of bid to purchase a 161 kV breaker from GE Grid Solutions, LLC. for the expansion of Substation "I" for $53,260 plus tax (estimated to be $5,059.70). This is a sole source items and matches existing breakers used in all of Bentonville's substations. Approved by Utility Board 5-0. **(Pages 133-173)**

3f. Budget adjustment to use reserves to purchase (6) 15 kV and (1) 161 kV breakers for the expansion of Substation "I" for $181,347.00 (total including tax). Approved by Utility Board 5-0. **(Pages 174-175)**

4. Ordinance requesting a Waiver of Bid for the purchase of uniforms for the Bentonville Fire Department employees. Due to uniform requirements, Galls LLC is able to supply all of the fire department needs and they have a location in Springdale Arkansas. **(Pages 176-180)**

5. Ordinance requesting Waiver of Bid to Henry Schein Medical in the amount of $80,000.00 for the purchase of medical supplies and medications for the ambulance service. **(Pages 181-184)**

6. Resolution declaring a surplus of (54) Glock 22 Gen 4 pistols. These pistols are set for replacement and finishes the transition of the entire department from Glock 22 (.40) to Glock 17 (9mm) Gen 5 pistols. Upon surplus, the pistols can be traded using a law enforcement purchase program from Galls, LLC in Springdale, AR for

a credit of $12,150.00. The final cost for the new firearms will be $6,264.96. This trade in and new replacement program will equip our officers with newer and reliable pistols at a minimal expense and is a responsible disposition of retired weapons. Pistols are currently set on a 10 year life cycle for the department. The surplused pistols description and serial numbers are attached. This is a 2022 budgeted item. **(Pages 185-190)**

7. Ordinance requesting a waiver of bid to allow for the purchase of Patrol Uniforms from Galls, LLC in Springdale, Arkansas. The 2022 budget total allotment for Police Department Uniform Supplies is $110,000.00. This includes dispatch uniforms, patrol uniforms, bike team uniforms, SWAT uniforms, bomb squad uniforms, leather gear, ballistic vest and other soft uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol uniforms and replacement uniforms account for the largest portion of this expense and represents about $60,000.00 of this total. Factors such as new employees, employment turnover, and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and replacements. The department currently uses Galls for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. This waiver of bid has been internally reviewed by the City's Purchasing Manager and would not exceed the budgeted amount, duplicating 2021 and previous years. **(Pages 191-195)**

8. Approve Resolution adopting the finalized Benton County Hazard Mitigation Plan (HMP). The participating jurisdictions of Benton County have worked together to develop this plan to improve disaster resistance, and this plan is required in order to qualify for federal disaster and mitigation funding. Staff recommends approval of this resolution. The link to view the finalized plan is: https://www.dropbox.com/s/3a5tzk2xbwca1xf/Benton%20County%20Hazard%20Mitigation%20Plan.pdf?dl=0. **(Pages 196-201)**

9. Resolution to approve a budget adjustment for Human Resources Software with Bamboo HR. The request for a budget adjustment for human resources software is in alignment with efforts to move the City of Bentonville Human Resources Department toward market standards for general human resources functions. This software will provide a digital platform for many of the processes the City has always done via paper. **(Pages 202-206)**

10. Resolution setting a public hearing for February 8, 2022 for a Street Right of Way Vacation requested by CEI Engineering for 609 Enfield Road (VAC21-0033). **(Pages 207-210)**

11. Resolution setting a public hearing for February 8, 2022 for a Street Right of Way Vacation requested by CEI Engineering for NE F Street at Enfield Road (VAC21-0032). **(Pages 211-213)**

12. Resolution allowing the Mayor and City Clerk to enter into professional services agreement with Burns & McDonnell Engineering Company for the design (Title I Services) of Greenhouse Road Safety Improvements (Job #090628); and budget adjustment to accept STBG-A federal grants and NWARPC CRRSAA HIP Funding grant to cover the cost of this contract's Title 1 Services, ceiling price $1,335,139.00. This firm was selected in accordance with ARDOT Local Agency Consultant Selection Procedures, as required by ARDOT for this Project (RFQ-21-37). **(Pages 214-296)**

13. Resolution to approve a budget adjustment to allocate additional funds that are now available to the Street Department from the 2021 Census results and utilize reserves. The Street Department has developed a 5 year Strategic Street Plan to incorporate the best use of the newly available funds and to strategically use reserves. This request for changes to the 2022 budget would allow for the purchase of new asphalt paving equipment and to design facility improvements related. **(Pages 297-300)**

14. Ordinance amendment to be adopted by City Council approving changes to the pay plan to add and upgrade certain positions and approving a budget adjustment related to such changes. **(Pages 301-305)**

15. Appointment of Michelle Evans to the Library Advisory Board. This will be her first five-year term; the term of service is January 1, 2022 to December 31, 2026. **(Pages 306-310)**

16. Resolution approving a budget adjustment in the amount of $56,856 for Bentonville Public Library to accept and expend CARES Act grant funds. The project will supplement recent grant-funded projects (i.e. remoteLocker and WIFI expansions), as well as expand BPL's ebook collection through Overdrive. Additional supplies and materials to aid the Library in its ongoing response to COVID-19 can also be purchased (i.e. water bottle filler fountains and personal protective equipment (PPE)). The funds were approved by the State of Arkansas on December 17, 2021. The funding is made possible by the CARES Act and administered by the Arkansas State Library. **(Pages 311-314)**

17. An ordinance for City Council approval to waive competitive bidding requirements in an amount not to exceed $90,000.00 to Overdrive, Inc. for ebook purchases for Bentonville Public Library. **(Pages 315-324)**

18. Resolution to declare five (5) Bibliotheca selfCheck 8420 systems as surplus, to be sold via public online auction. See attached memo for more detail on the items to be declared as surplus and sold. **(Pages 325-328)**

19. Informative update concerning the public safety/city radio system. The City of Bentonville contracted with Tusa Consulting to evaluate our current public safety/city wide radio infrastructure and manage an RFP based on consultation findings. The RFP process is completed and Tusa Consulting will provide an update and radio system recommendation as a result of the RFP finalization. The information provided at this time will be for update purposes on this project which was also part of the 2021 bond extension. Final authorization to enter into a contract and funding will be presented on a future Council agenda. **(Page 329)**

City Council Agenda Items

For the City Council Meeting of January 25, 2022

From the January 18, 2022 Planning Commission Meeting

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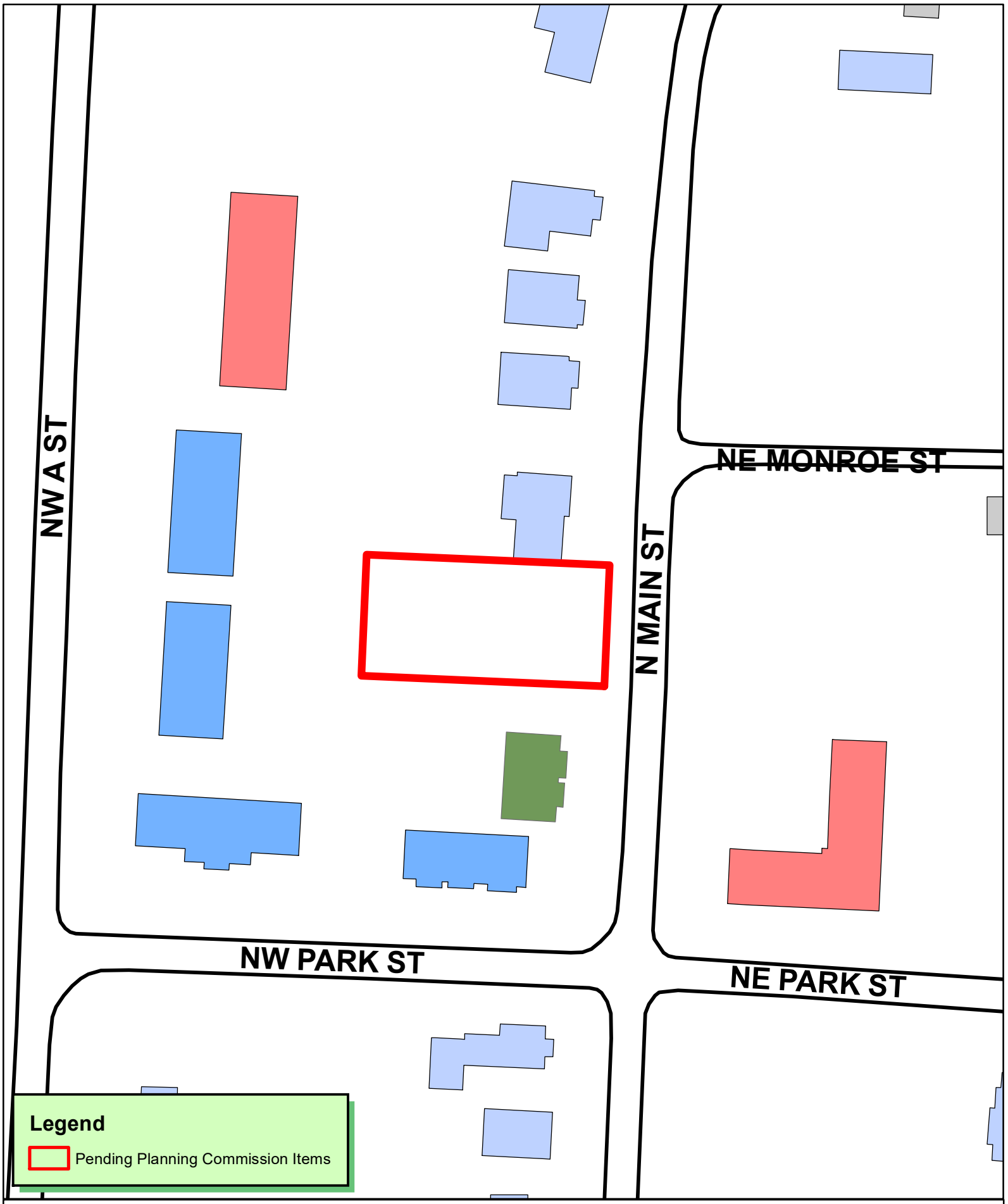


N
W E
S

1 inch = 75 feet

LS21-0065
LOT SPLIT
WA BURKS ADDITION
CREATING LOTS 33 & 34

THE CITY OF BENTONVILLE

LOT SPLIT

Miscellaneous Notes

STATE RECORDING NUMBER:
500-20N-30W-0-30-110-04-1659

COMPLETED FIELD WORK:
MARCH 30, 2021

BASIS OF BEARING:
BEARINGS BASED ON GRID NORTH FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD83.

LATITUDE = 36°23'04.89205"
LONGITUDE = -94°12'32.20297"
CONVERGENCE ANGLE = -1°17'06.51278"

DISTANCES SHOWN ON PLAT ARE GROUND.

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2007 AT PAGE 14656.
2. SURVEY PLAT FILED IN PLAT BOOK A AT PAGES 81 & 119.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0090J, WHICH BEARS AN EFFECTIVE DATE OF 9/28/2007 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

THE SUBJECT PROPERTY HAS SINCE BEEN CLEARED OF ALL STRUCTURES AND DRIVES SHOWN HEREON.

UPON FUTURE DEVELOPMENT, BOTH LOTS WILL BE GRANTED DIRECT PHYSICAL ACCESS TO AND FROM NORTH MAIN STREET AND THE 12' PUBLIC ALLEY WEST OF THE SUBJECT PROPERTY.

AS FILED IN BENTON COUNTY, ARKANSAS AS VAR21-0031 THE SUBJECT PROPERTY HAS BEEN APPROVED FOR A VARIANCE OF NONCONFORMING WITH THE MINIMUM LOT WIDTH REQUIREMENT.

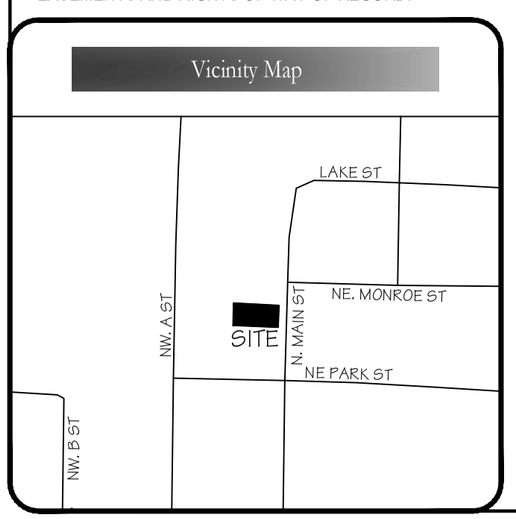
Survey Description

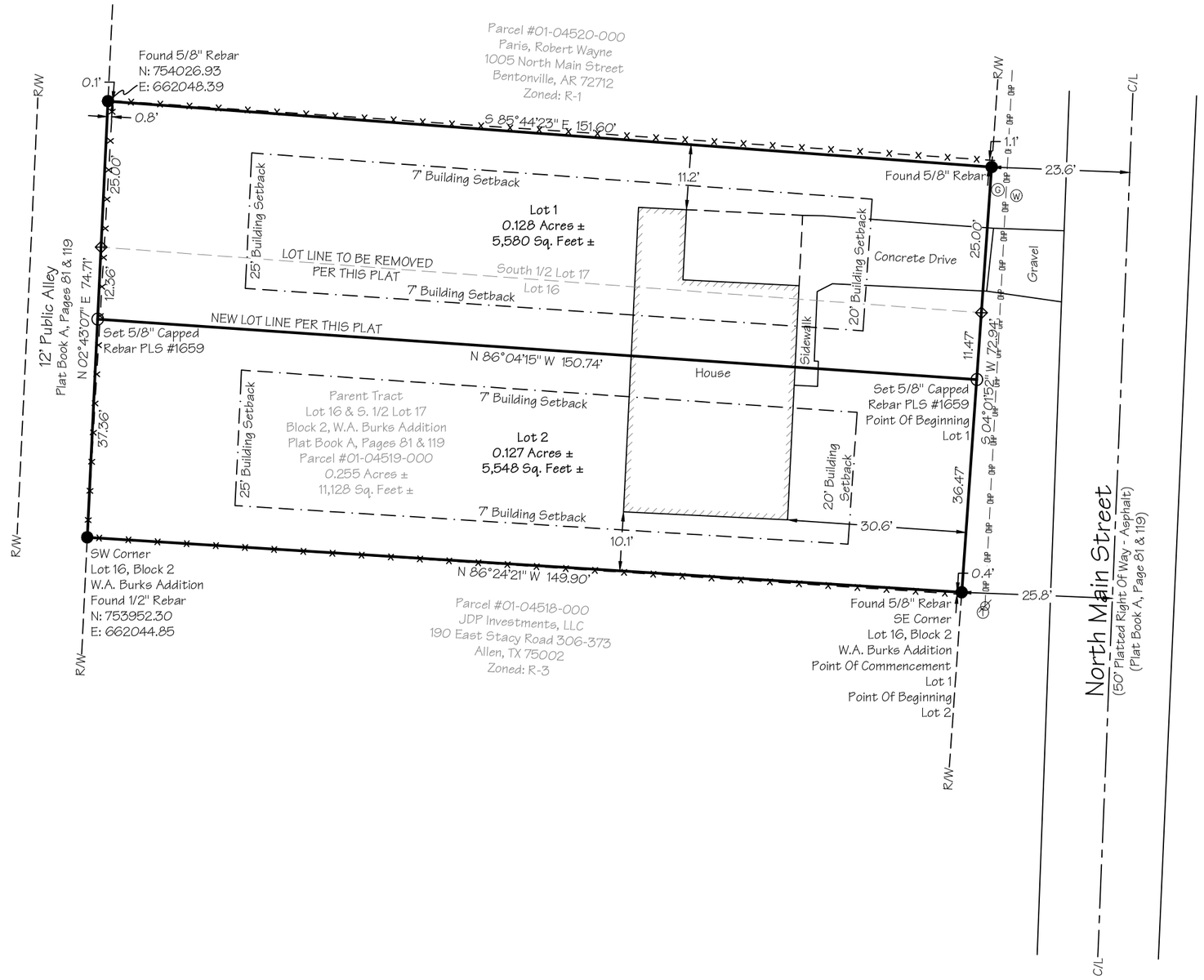
PARENT TRACT (PARCEL #01-04519-000)
LOT 16 AND THE SOUTH 1/2 OF LOT 17, BLOCK 2, W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGES 81 AND 119.

LOT 1
A PART OF LOT 16 AND A PART OF THE SOUTH 1/2 OF LOT 17, BLOCK 2, W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGES 81 AND 119, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A SET 5/8" CAPPED REBAR PLS #1659 LOCATED ON THE WESTERN RIGHT OF WAY OF NORTH MAIN STREET, SAID POINT OF BEGINNING BEING LOCATED N04°01'52"E 36.47' FROM A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE SAID LOT 16, AND RUNNING THENCE N86°04'15"W 150.74' TO A SET 5/8" CAPPED REBAR; THENCE N02°43'07"E 37.36' TO A FOUND 5/8" REBAR; THENCE S85°44'23"E 151.60' TO A FOUND 5/8" REBAR LOCATED ON THE WESTERN RIGHT OF WAY OF NORTH MAIN STREET, AND RUNNING ALONG SAID RIGHT OF WAY S04°01'52"W 36.47' TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.128 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

LOT 2
A PART OF LOT 16 AND A PART OF THE SOUTH 1/2 OF LOT 17, BLOCK 2, W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD A AT PAGES 81 AND 119, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A FOUND 5/8" REBAR MARKING THE SOUTHEAST CORNER OF THE SAID LOT 16, SAID POINT OF BEGINNING ALSO BEING LOCATED ON THE WESTERN RIGHT OF WAY OF NORTH MAIN STREET, AND RUNNING THENCE N86°24'21"W 149.89' TO A FOUND 1/2" REBAR; THENCE N02°43'07"E 37.36' TO A SET 5/8" CAPPED REBAR PLS #1659; THENCE S86°04'15"E 150.74' TO A SET 5/8" CAPPED REBAR PLS #1659 LOCATED ONT HE WESTERN RIGHT OF WAY OF NORTH MAIN STREET, AND RUNNING ALONG SAID RIGHT OF WAY S04°01'52"W 36.47' TO THE POINT OF BEGINNING, CONTAINING IN ALL 0.127 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

Vicinity Map





NORTH

0' 20' 40' 60'

1 INCH = 20 FEET

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 31ST DAY OF MARCH, 2021.

REGISTERED
STATE OF ARKANSAS
NO.1659
SIGNATURE
W GAGNER
PROFESSIONAL LAND SURVEYOR

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

CERTIFICATE OF AUTHORIZATION
BLEW & ASSOCIATES, PA.
No. 1534
ARKANSAS

Zoning & Setback Information

ZONED: DN-2

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- CENTERLINE OF ROAD (C/L)
- RIGHT-OF-WAY (R/W)
- FENCE
- BUILDING SETBACK (B.S.B.)
- OVERHEAD POWER LINE
- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTED POINT
- WATER METER
- POWER POLE
- TELEPHONE PEDESTAL
- GAS METER

CERTIFICATE OF SURVEYING ACCURACY:

I, WILLIAM GAGNER, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION

WILLIAM GAGNER
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR 1659
STATE OF ARKANSAS

CERTIFICATE OF OWNER:

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE 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: _____
NAME & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF FINAL APPROVAL:

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

Owner/Developer

SILVER, JACOB A.
10 ROBSON WAY
BENTONVILLE, AR 72712
PARCEL #01-04519-000

FIRM:
BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com
Certificate of Authorization № 1534

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
JH 3/31/2021	TPN	BA & PA

COUNTY & STATE:	JOB NUMBER:
BENTON COUNTY, AR	21-1653

LOCATION:
1003 NORTH MAIN STREET, BENTONVILLE, AR 72712

FOR THE USE AND BENEFIT OF:
KEN EHRET

LS21-0065

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 33 AND 34 OF W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0065).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 33 and 34 of W.A. Burks Addition of Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 18, 2022; 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 33 and 34 of W.A. Burks Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

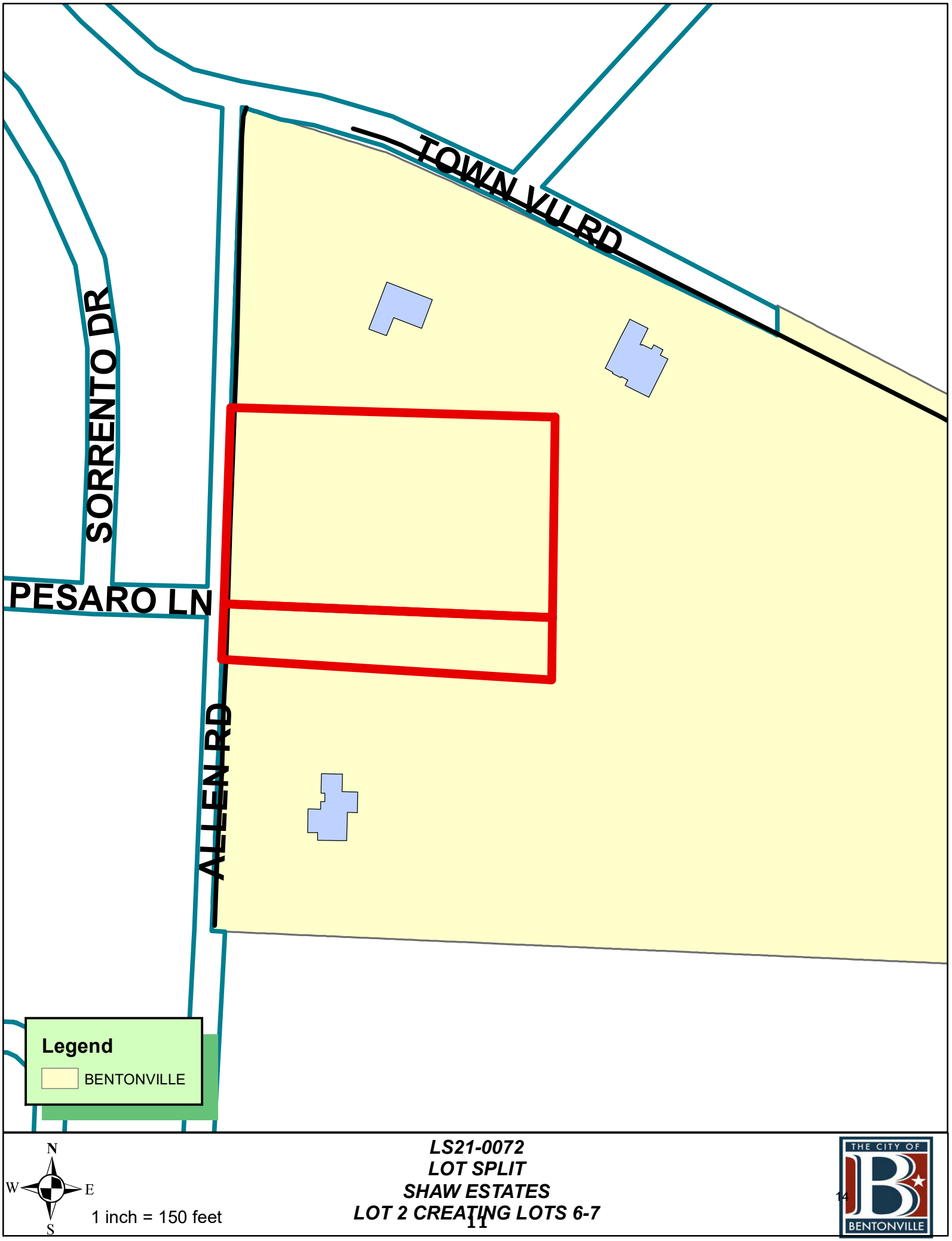
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



LS21-0072
LOT SPLIT
SHAW ESTATES
LOT 2 CREATING LOTS 6-7

LOT SPLIT FOR LOT 2 OF SHAW ESTATES CREATING LOTS 6 & 7

BASIS OF BEARING:
BEARINGS SHOWN ARE BASED ON
GRID NORTH FOR ARKANSAS
COORDINATE SYSTEM, NORTH ZONE, NAD83.
LATITUDE = 36°21'59.5524"
LONGITUDE = -94°16'32.7649"
CONVERGENCE ANGLE = -01°19'27.36276"
DISTANCES SHOWN ON PLAT ARE GROUND.

Miscellaneous Notes

STATE RECORDING NUMBER:
500-20N-31W-0-34-430-04-1826

COMPLETED FIELD WORK:
NOVEMBER 8, 2021

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN FILE NO. L202058085.
2. SURVEY PLAT FILED IN PLAT RECORD P3 AT PAGE 361.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05007C0235K, WHICH BEARS AN EFFECTIVE DATE OF 06/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT OF ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

Survey Description

LOT 6
A PART LOT 2, SHAW ESTATES, PLAT RECORD P3, PAGE 361 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AT THE NORTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE S87°22'55"E PASSING A FOUND REBAR AT A DISTANCE OF 29.68' CONTINUING FOR A DISTANCE OF 260.02' TO A FOUND NAIL AND CONTINUING FOR A DISTANCE OF 129.79' FOR A TOTAL DISTANCE OF 419.48' TO A FOUND REBAR, THENCE S02°20'42"W 265.39' TO A SET REBAR, THENCE N87°22'09"W PASSING A SET REBAR AT A DISTANCE OF 389.48' FOR A TOTAL DISTANCE OF 419.48', THENCE N02°20'42"E 265.30', TO THE POINT OF BEGINNING. CONTAINING 2.555 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

LOT 7
A PART LOT 2, SHAW ESTATES, PLAT RECORD P3, PAGE 361 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AT THE NORTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE N02°20'42"E 80.08', THENCE S87°22'09"E PASSING A SET REBAR AT A DISTANCE OF 30.00' FOR A TOTAL DISTANCE OF 419.48' TO A SET REBAR, THENCE S02°20'42"W 79.98' TO A FOUND REBAR, THENCE N87°22'55"W PASSING A FOUND REBAR AT A DISTANCE OF 394.64' FOR A TOTAL DISTANCE OF 419.48' TO THE POINT OF BEGINNING. CONTAINING 0.771 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

Record Description

LOT 2, SHAW ESTATES, CITY OF BENTONVILLE, A SUBDIVISION OF PART OF THE NW 14 OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD P3 AT PAGE 361. SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS AND COVENANTS OF RECORD OF ANY.

Easement Description

PROPOSED 20' UTILITY EASEMENT
A PART LOT 2, SHAW ESTATES, PLAT RECORD P3, PAGE 361 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT AT THE NORTHWEST CORNER OF SAID LOT 2 AND RUNNING THENCE S87°22'55"E PASSING A FOUND REBAR AT A DISTANCE OF 29.68' FOR A TOTAL DISTANCE OF 170.55' TO THE TRUE POINT OF BEGINNING, THENCE S87°22'55"E 42.45', THENCE S59°16'26"E 234.69', THENCE S02°20'42"W 22.73', THENCE N59°16'26"W 282.94' TO THE POINT OF BEGINNING. CONTAINING 0.12 ACRES MORE OR LESS.

Owner Information

HALBROOK, JOSEPH COURTLAND & TABITHA T
760 VENICE ST
CENTERTON AR 72719
APN: 01-08949-000

Zoning & Setback Information

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE.

CERTIFICATE OF OWNER:
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE 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:_____
NAME & ADDRESS

SOURCE OF TITLE: D.R. _____ PAGE _____

CERTIFICATE OF SURVEYING ACCURACY:
I, HEATH A. MYERS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

_____
DATE OF EXECUTION

_____
HEATH A. MYERS
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. AR1826
STATE OF ARKANSAS

CERTIFICATE OF FINAL APPROVAL:
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED:_____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED:_____
MAYOR CITY OF BENTONVILLE

SIGNED:_____
CITY CLERK, CITY OF BENTONVILLE

STATE OF ARKANSAS
COUNTY OF MADISON
SUBSCRIBED AND SWORN BEFORE ME THIS _____DAY OF _____ 2021.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES _____

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 10TH DAY OF NOVEMBER, 2021.

CERTIFICATE OF AUTHORIZATION
BLEW & ASSOCIATES, PA
No. 1534
ARKANSAS

PROFESSIONAL LICENSED SURVEYOR
STATE OF ARKANSAS
No. 1826
SIGNATURE
HEATH A MYERS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

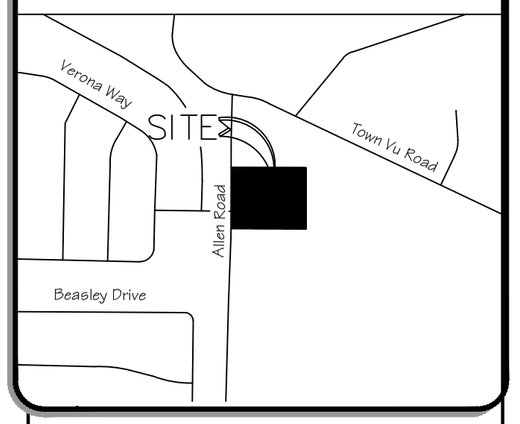
Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES

811
Know what's below.
Call before you dig.

Vicinity Map



FIRM:
BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com
Certificate of Authorization № 1534

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
JDC 11/10/2021	HM	DDA

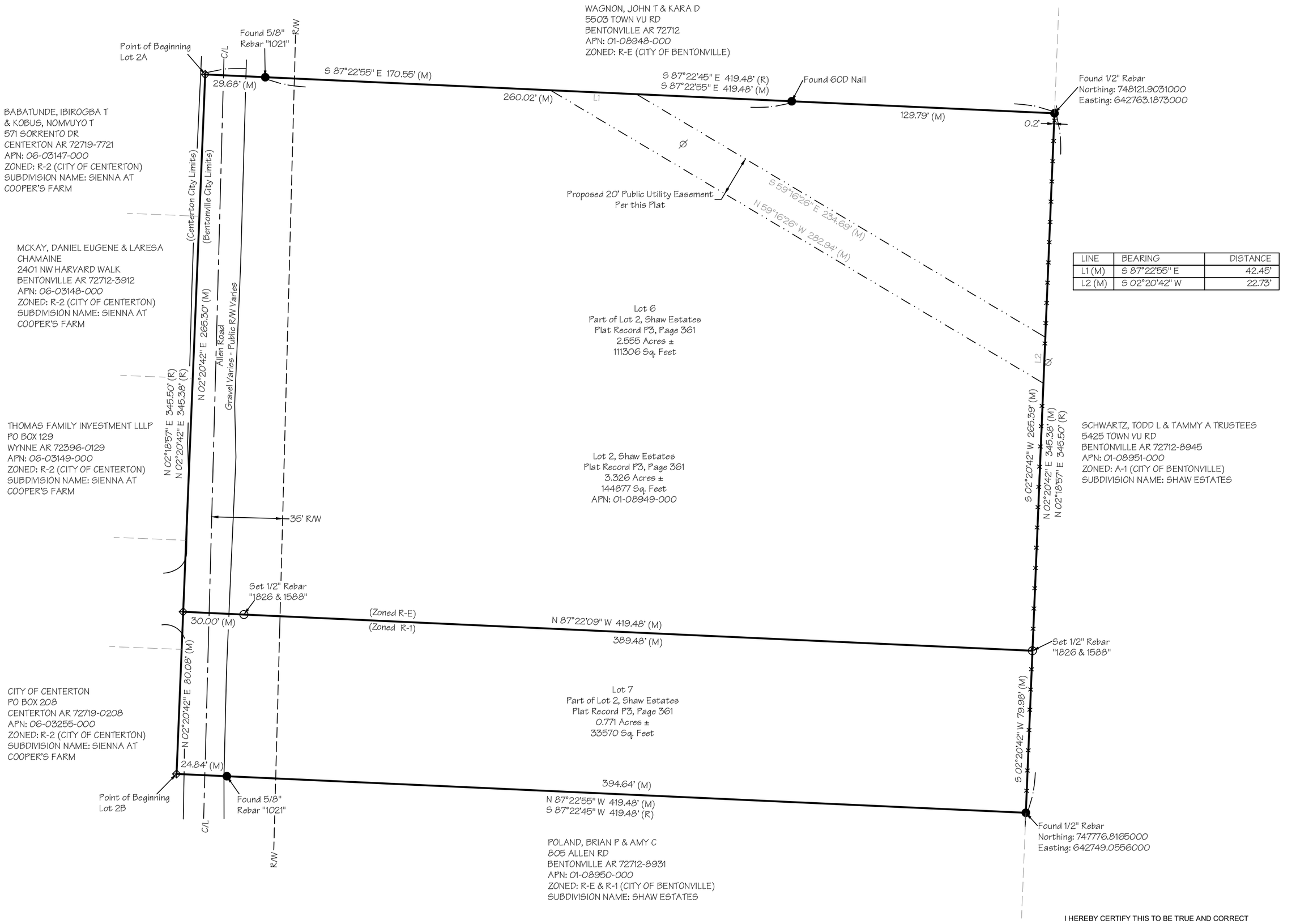
COUNTY & STATE:	JOB NUMBER:
BENTON COUNTY, ARKANSAS	21-8913

LOCATION: ALLEN ROAD
CENTERTON, AR 72719

FOR THE USE AND BENEFIT OF:
TABITHA HALBROOK

LOT SPLIT FOR LOT 2 OF SHAW ESTATES CREATING LOTS 6 & 7

BASIS OF BEARING:
BEARINGS SHOWN ARE BASED ON GRID NORTH FOR ARKANSAS COORDINATE SYSTEM, NORTH ZONE, NAD83.
LATITUDE = 36°21'59.5524"
LONGITUDE = -94°16'32.7649"
CONVERGENCE ANGLE = -01°19'27.36276"
DISTANCES SHOWN ON PLAT ARE GROUND.



LINE	BEARING	DISTANCE
L1 (M)	S 87°22'55" E	42.45'
L2 (M)	S 02°20'42" W	22.73'

Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES

811 Know what's below. Call before you dig.

0' 40' 80'

1 INCH = 40 FEET

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- CENTERLINE OF ROAD (C/L)
- FENCE
- BUILDING SET BACK (B.S.B.)
- UTILITY EASEMENT (U.E.)
- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- COMPUTED POINT
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORDED DIMENSION
- C/L CENTERLINE
- Ø POWER POLE

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 10TH DAY OF NOVEMBER, 2021.

CERTIFICATE OF AUTHORIZATION
BLEW & ASSOCIATES, PA:
No. 1534
ARKANSAS

PROFESSIONAL LICENSED SURVEYOR
STATE OF ARKANSAS
No. 1826
SIGNATURE
HEATH A MYERS

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

FIRM:
BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
3825 N. SHILOH DRIVE
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com
Certificate of Authorization № 1534

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
JDC 11/10/2021	HM	DDA
COUNTY & STATE: BENTON COUNTY, ARKANSAS	JOB NUMBER: 21-8913	
LOCATION: ALLEN ROAD CENTERTON, AR 72719		
FOR THE USE AND BENEFIT OF: TABITHA HALBROOK		

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 6 AND 7 OF SHAW ESTATES TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0072).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 6 and 7 of Shaw Estates Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 18, 2022; 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 and 7 of Shaw Estates 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.

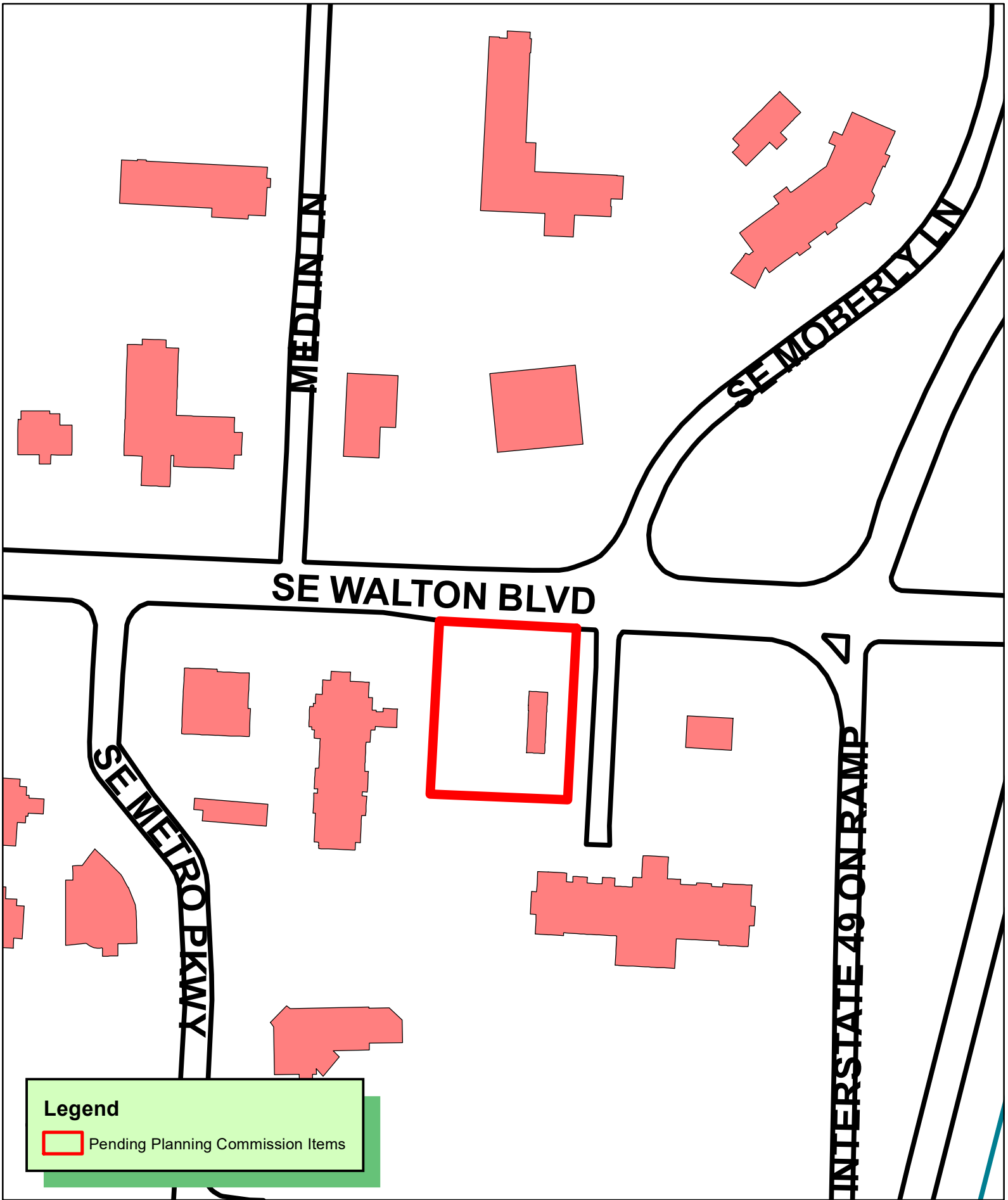
PASSED AND APPROVED this_____ day of _____, 2022.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk



N
W E
S

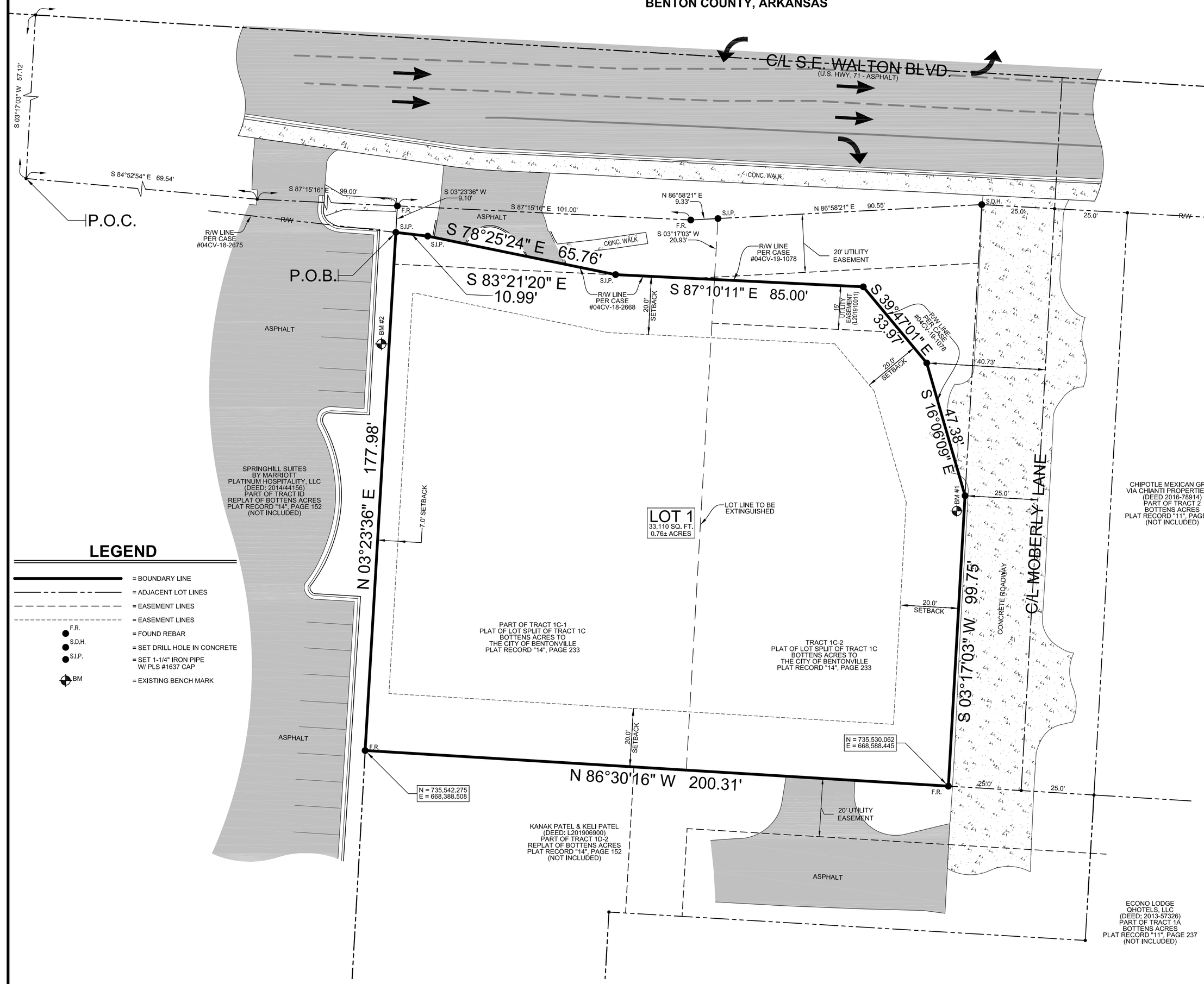
1 inch = 150 feet

PLA21-0031
PROPERTY LINE ADJUSTMENT
BOTTENS ACRES SUBDIVISION
LOTS 1C-1 & 1C-2 CREATING LOT 12

THE CITY OF BENTONVILLE

WAFFLE HOUSE REPLAT OF TRACTS 1C-1 & 1C-2, LOT SPLIT OF TRACT 1C, BOTTENS ACRES TO THE CITY OF BENTONVILLE, ARKANSAS

BEING A PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS



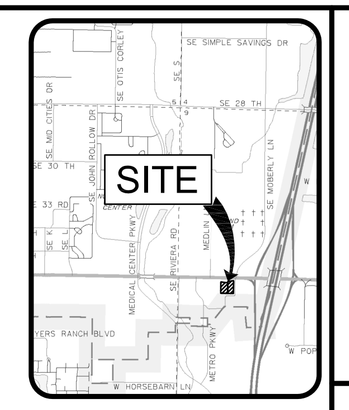
LEGEND

- = BOUNDARY LINE
- = ADJACENT LOT LINES
- = EASEMENT LINES
- = EASEMENT LINES
- F.R. = FOUND REBAR
- S.D.H. = SET DRILL HOLE IN CONCRETE
- S.I.P. = SET 1-1/4" IRON PIPE W/ PLS #1637 CAP
- BM = EXISTING BENCH MARK

BEARING BASIS
(STATE PLANE COORDINATES - ARKANSAS NORTH ZONE)

20' 10' 0' 20' 40'

GRAPHIC SCALE
IN FEET



VICINITY SKETCH
NOT TO SCALE

FILING BLOCK

SURVEYOR'S NOTES

1. THIS BOUNDARY SURVEY WAS PREPARED FOR WAFFLE HOUSE, INC.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS SURVEYOR FOR EASEMENTS, RESTRICTIONS, RESERVATIONS OR RIGHTS-OF-WAY AFFECTING THIS PROPERTY.
3. ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF AND REFER TO MSL DATUM.
4. **BENCHMARK NO. 1** IS A CHISELED SQUARE SET IN THE TOP OF A CONCRETE LIGHT POLE BASE, LOCATED APPROXIMATELY 2.5± WEST AND 93.3± NORTH OF THE SOUTHEAST CORNER OF SUBJECT PROPERTY, .
   ELEVATION = 1,278.18 (NAVD88).
   BENCHMARK NO. 2 IS A CHISELED SQUARE SET IN THE TOP OF A CONCRETE LIGHT POLE BASE, LOCATED APPROXIMATELY 2.7± WEST AND 139.5± NORTH OF THE SOUTHWEST CORNER OF SUBJECT PROPERTY,
   ELEVATION = 1,277.88 (NAVD88).
5. THE FOLLOWING DOCUMENTS WERE USED TO PREPARE THIS SURVEY;
   A. SPECIAL WARRANTY DEED TO WH CAPITAL, L.L.C., DATED MARCH 9, 2001, RECORDED IN DOC#01036342, PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS.
   B. WARRANTY DEED TO WAFFLE HOUSE, INC. , DATED MAY 12, 2021, RECORDED IN DOC#L202143853, PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS.
   C. RECORD PLAT OF LOT SPLIT OF TRACT 1C BOTTENS ACRES TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD "14" AT PAGE 233, PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS,
   D. ALTA/NSPS LAND TITLE SURVEY FOR CHIPOLTE MEXICAN GRILL INC., DATED FEBRUARY 21, 2013, REVISED 05/17, RECORDED AT THE ARKANSAS STATE SURVEYOR'S OFFICE , DOCUMENT NO. 201309200029.
6. TRACT 1C-1 IS RESTRICTED TO ONE 40.0' WIDE ENTRANCE TO THE NORTH (HWY. 71) PER RECORD PLAT OF LOT SPLIT OF TRACT 1C BOTTENS ACRES TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD "14" AT PAGE 233, PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS.
7. TRACT 1C-2 IS RESTRICTED FROM DIRECT ACCESS TO THE NORTH (HWY 71) PER RECORD PLAT OF LOT SPLIT OF TRACT 1C BOTTENS ACRES TO THE CITY OF BENTONVILLE, AS SHOWN IN PLAT RECORD "14" AT PAGE 233, PUBLIC RECORDS OF BENTON COUNTY, ARKANSAS.
8. CURRENT ZONING: C-2
9. REQUIRED C-2 ZONING SETBACKS:
   FRONT = PARKING IN FRONT - 50'
   NO PARKING IN FRONT - 20'
   SIDE = ADJACENT TO NON-RESIDENTIAL - 7'
   ADJACENT TO RESIDENTIAL - 30'
   REAR = ADJACENT TO NON-RESIDENTIAL - 20'
   ADJACENT TO RESIDENTIAL - 30'
10. PROPOSED LAND USE: COMMERCIAL
11. FLOOD CERTIFICATE:
    SUBJECT PROPERTY LIES WITHIN ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED BY FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR THE CITY OF BENTONVILLE, COMMUNITY PANEL 05007C0260K (PANEL 260 OF 560), EFFECTIVE DATE - SEPTEMBER 18, 1991. REVISION DATE - JUNE 5, 2012.
12. BASIS OF BEARINGS:
    THE BEARING BASIS FOR THIS BOUNDARY SURVEY IS STATE PLANE COORDINATES - ARKANSAS NORTH ZONE (0301).

DESCRIPTION

A PORTION OF TRACTS 1C-1 AND 1C-2 IN LOT SPLIT OF TRACT 1C BOTTENS ACRES, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 14 AT PAGE 233 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING NORTH 86°30'16" WEST 825.00 FEET, THENCE SOUTH 03°17'03" WEST 57.12 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 19 NORTH, RANGE 30 WEST TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 71; THENCE SOUTH 84°52'54" EAST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 69.54 FEET TO A POINT; THENCE SOUTH 87°15'16" EAST, CONTINUING ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 99.00 FEET TO A POINT BEING THE NORTHWEST CORNER OF TRACT 1C-1 AFORESAID; THENCE SOUTH 00°21'42" WEST, ALONG THE WEST LINE OF SAID TRACT 1C-1 AND DEPARTING FROM SAID RIGHT-OF-WAY LINE, A DISTANCE OF 9.10 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 71B (S.E. WALTON BLVD.) AS ESTABLISHED BY ArDOT JOB BB0903; THENCE SOUTH 83°21'20" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 10.99 FEET TO A POINT; THENCE SOUTH 78°25'24" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 65.76 FEET TO A POINT; THENCE SOUTH 87°10'11" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 85.00 FEET TO A POINT; THENCE SOUTH 39°47'01" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 33.97 FEET TO A POINT; THENCE SOUTH 16°06'09" EAST, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 47.38 FEET TO A POINT LYING ON THE EAST LINE OF TRACT 1C-2 AFORESAID AND THE WEST RIGHT-OF-WAY LINE OF MOBERLY LANE; THENCE SOUTH 03°17'03" WEST, ALONG SAID EAST LINE AND SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 99.75 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID TRACT 1C-2; THENCE NORTH 86°30'16" WEST, ALONG THE SOUTH LINE OF SAID TRACTS 1C-2 AND 1C-1 AND DEPARTING FROM SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 200.31 FEET TO A POINT BEING THE SOUTHWEST CORNER OF SAID TRACT 1C-1; THENCE NORTH 03°23'36" EAST, ALONG THE WEST LINE OF SAID TRACT 1C-1, A DISTANCE OF 177.98 FEET TO THE POINT OF BEGINNING.

CONTAINING IN ALL 33,110 SQ. FT, OR 0.73 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED, THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED _____
MAYOR CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE 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: _____

NAME & ADDRESS WAFFLE HOUSE, INC.
5986 FINANCIAL DR.
NORCROSS, GA 30071

PRINT NAME: _____

SOURCE OF TITLE: D.R. L2021 , PAGE 43853 .

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS: WH CAPITAL, LLC
5986 FINANCIAL DR.
NORCROSS, GA 30071

PRINT NAME: _____

SOURCE OF TITLE: D.R. 2001 , PAGE 36342 .

CERTIFICATE OF SURVEYING ACCURACY

I, KEVIN SCRAPE, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: 10/06/2021

SIGNED: Kevin Scrape

REGISTERED LAND SURVEYOR NO. 1637
STATE OF ARKANSAS

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT BENCHMARK LAND SURVEYING, INC. HAS THIS DATE MADE A BOUNDARY SURVEY OF THE ABOVE DESCRIBED PROPERTY AS SHOWN HEREON AND THAT SAID SURVEY IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO APPARENT ABOVE GROUND ENCROACHMENTS OTHER THAN AS SHOWN OR STATED HEREON AND THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY SURVEYS AND PLATS IN EFFECT ON THIS DATE.

DATE OF BOUNDARY SURVEY: 02/26/2021

© Copyright 2021 BMLS-INC

BENCHMARK LAND SURVEYING, INC.
LAND SURVEYING - CONSTRUCTION LAYOUT SERVICES
2500 ALEXANDER DR., SUITE A
P.O. BOX 1921 - JONESBORO, AR 72403
FAX: 870-336-2060 PH: 870-336-2059

WAFFLE HOUSE REPLAT OF TRACTS 1C-1 & 1C-2
LOT SPLIT OF TRACT 1C, BOTTENS ACRES

WAFFLE HOUSE

WAFFLE HOUSE UNIT NO. 880
2308 S.E. WALTON BLVD.
BENTONVILLE, ARKANSAS

CERTIFICATE OF AUTHORIZATION
BENCHMARK LAND SURVEYING, INC.
NO. 3020
ARKANSAS
BENCHMARK LAND SURVEYING, INC.
ARKANSAS C.O.A. #3020

REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
KEVIN L. SCRAPE
1637
SIGNATURE ON FILE
10/06/2021
KEVIN L. SCRAPE
ARKANSAS PS#1637

DATE:	BY:	DESCRIPTION:
04/08/2021	KLS	ADD TITLE REVIEW

500-19N-30W-0-09-340-04-1637

CADD FILE: 21118-003	SCALE: 1"=20'
DATE: 10/06/2021	SHEET
DWG#: 30W19093-0004	1 OF 1
ATLAS PAGE: 487	
CITY PROJECT #: PLA21-0031	

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 12 OF BOTTENS ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0031).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of Lot 12 of Bottens Acres Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 18, 2022; 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 12 of Bottens Acres 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 _____, 2022.

APPROVED:

_____

ATTEST: **Stephanie Orman, Mayor**

_____

Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Community Development**
Submitted by	**Ellen Norvell**
Phone	**(479) 271-5993**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Appeal to a Planning Commission decision for a waiver request in relation to the Aurora Subdivision Phase 3 Preliminary Plat by Amazing Land Company, LLC. Amazing Land Company, LLC, as part of the Aurora Subdivision Phase 3 Preliminary Plat, applied for a waiver from Article 1100, Section 1100.16(d), Connectivity, of the Land Development Code which requires local and residential streets to connect with surrounding streets. The applicant requested the Planning Commission not require them to connect to SW Atlantic Avenue, which is located in the Providence Village Subdivision to the west. The Planning Commission voted to deny the waiver request by a vote of 2-4. The applicant and their representative, CEI, have prepared additional documentation and studies for presentation to the City Council along with their appeal request. The City Council may approve the appeal (approving the waiver), deny the appeal (denying the waiver), or send the item back to Planning Commission for additional study in light of the additional information provided by the applicant.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

January 18, 2022

City of Bentonville
City Council
305 SW A St.
Bentonville, AR 72712

RE: Aurora Subdivision Phase 3 – Appeal of Denied Waiver for Connectivity
Bentonville Project No. PP21-0023
CEI Project No. 32125

Bentonville City Council:

On behalf Amazing Land Company, LLC, and consistent with Section 300.07 and 301.09 of the city zoning code, CEI is requesting appeal of the January 4, 2022 Planning Commission denial of the waiver of connectivity standards for the proposed Aurora Subdivision phase 3.

The original waiver request and video data is provided with this letter for reference. The minutes of the meeting are also attached as part of this appeal with the waiver being item 8 on those minutes.

The written minutes do not provide the Commissioner's reasoning behind the denial but recording of the meeting may be available through the Planning Office for more detailed review. When presenting the waiver, we anticipated the photos and video evidence was sufficient to conclude the connection was not appropriate due to the resulting impacts to the area prone to flooding and impacts on the surrounding properties by compliance with the ordinance. However; during the meeting there was objection heard from Dan Weese, City Engineer, regarding the request for connectivity waiver. His opposition appeared to be based on the lack of supporting engineering calculations accompanying the request and the fact that Atlantic Ave was previously constructed across a portion of the creek to the eastern boundary of Providence Village Subdivision as part of their required improvements.

Strict compliance with the requirements of the Ordinance would result in negative impacts to the developer's property, surrounding properties, and the natural flow and course of the unnamed tributary to Little Osage Creek. Public health, safety, welfare, and morals are better served by granting the waiver and allowing the developer to preserve the character and condition of the natural stream and valley between the existing Providence Subdivision and the proposed phase 3 of Aurora Subdivision. As summarized below and attached in more detail, construction of the connecting street across the valley and creek will produce an increase in floodwater elevation on the developer's land, Providence Village Subdivision, and the James Family Trust property directly north of the connecting street.

In preparation of this appeal, CEI has prepared additional data for Council consideration. A drawing indicating the grade of the requested street connection complying with the geometric requirements of the street specifications is attached as Exhibit 1. Based on that geometry and the existing surrounding features, CEI has prepared a flood study using methods of study typically required by the City of Bentonville which considers multiple options of drainage conveyance under the street. Each option includes the proposed Aurora subdivision as currently designed. A map of the study area is included as Exhibit 2 and the summary of findings is included as Exhibit 3 to this letter.

The results of that study indicate:

1) That the subdivision improvements as currently designed do not cause a rise of floodwaters on any property adjacent to the study area.
2) That construction of the connecting street without additional culverts would cause greater than 6 feet of rise in floodwater elevations on adjoining properties.
3) That even with replacement and enlargement of the two existing culverts, addition of ten additional 12'x5' culverts, and cut within the valley to accommodate the additional culverts, the connecting street will still cause a rise of approximately 10 inches on surrounding properties.
4) That consideration was given to lengthy clear-span bridges not often found on local streets within neighborhoods and even those were found to cause rise of the floodwaters of this creek.

CEI requests that the City Council overturn the Planning Commission denial of the waiver based on the facts of the matter at hand, the information presented with the waiver, and the new information summarized in this letter and detailed on the attached exhibits.

We appreciate your consideration of our requests and look forward to discussing any questions you many have.

Respectfully requested,
CEI Engineering, Associates, Inc.

Nate Bachelor, PE
Project Manager

EXHIBIT 1 - STREET GEOMETRY AND GRADING

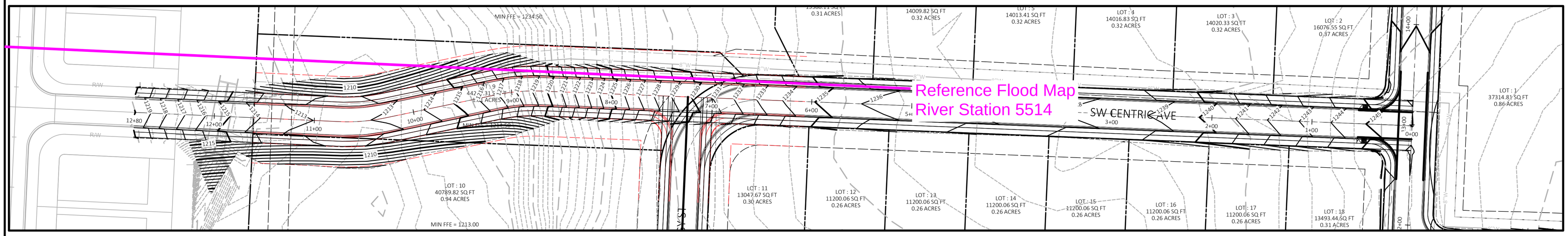
SITE BENCHMARK
SITE BENCHMARK
1/2" REBAR (TOP HOLE)
SOUTHEAST CORNER OF SITE
ELEV = 1258.34

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.

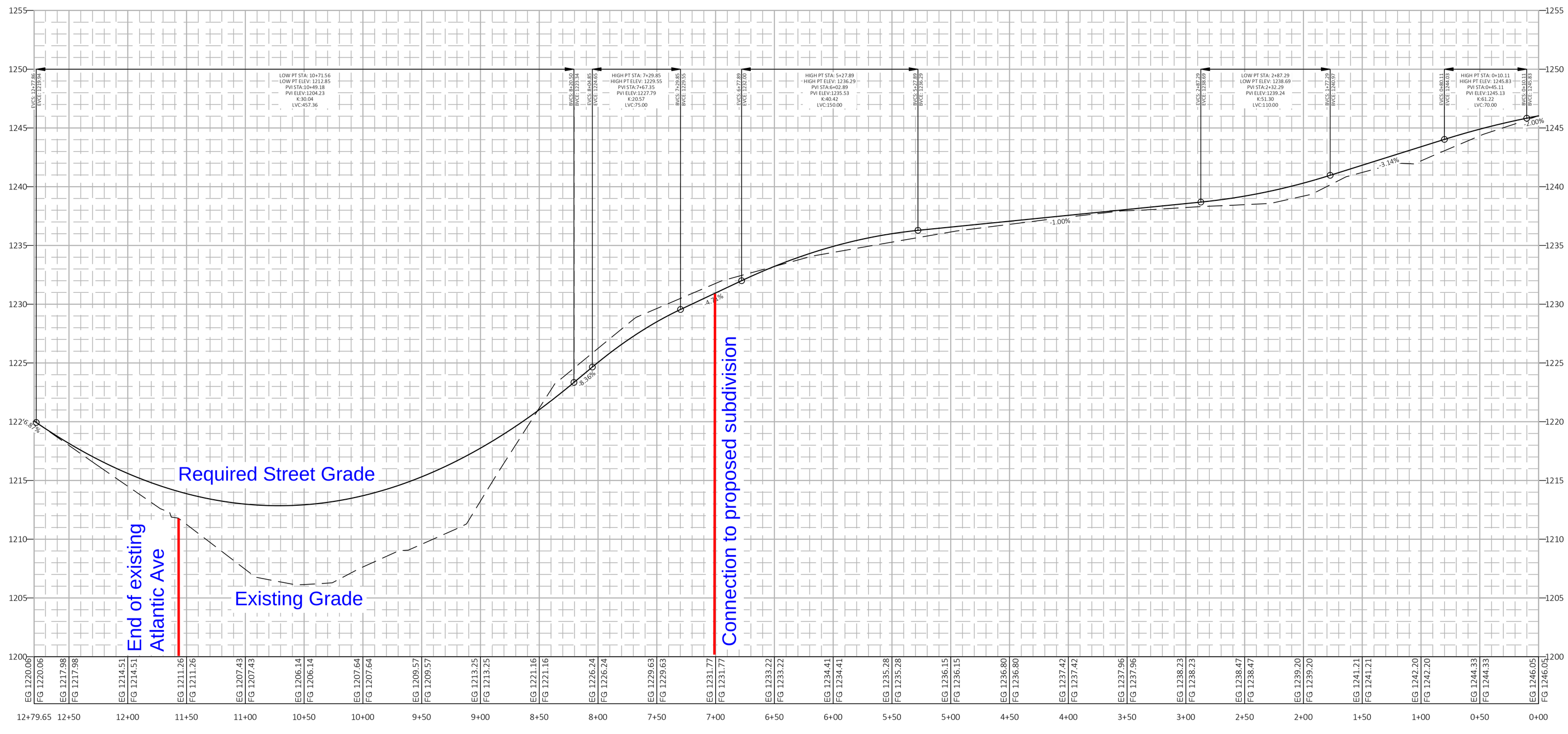
N

0 50' 75' 100'
SCALE IN FEET

811
Know what's **below.**
Call before you dig.



SW CENTRIC STREET PROFILE
VERTICAL SCALE: 1"=5'
HORIZONTAL SCALE: 1"=50'



CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844

AURORA SUBDIVISION PH 3
HEARTBEAT NEIGHBORHOOD
SCOGGINS ROAD
BENTONVILLE, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	POR
PROJECT MANAGER	PM
DESIGNER	JMB
CEI PROJECT NUMBER	32125
DATE	1/12/2022
REVISION	REV-2

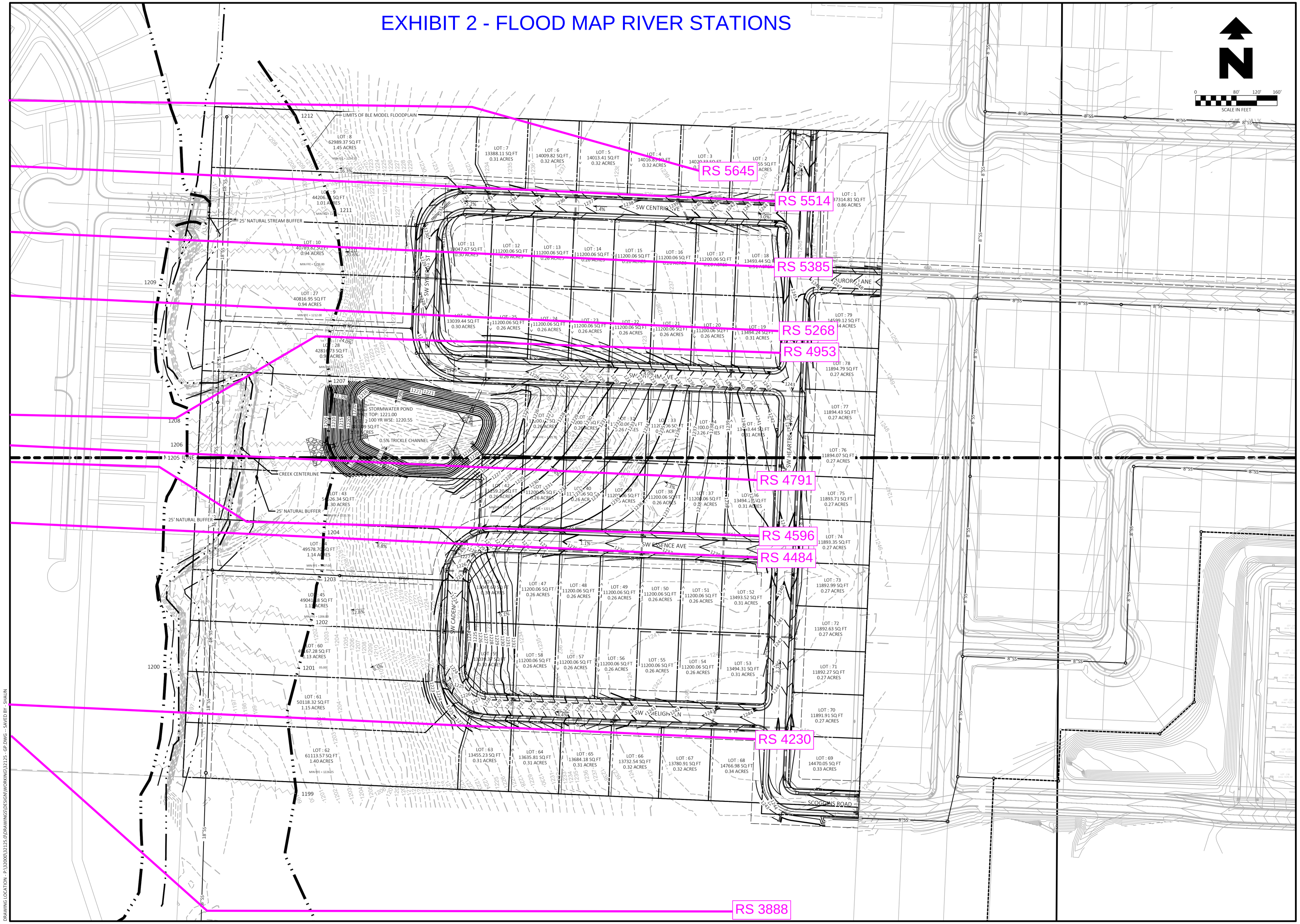
EAST ROAD
CORRIDOR
SHEET TITLE

SHEET NUMBER
C2.3

DRAWING LOCATION - P:\32000\32125.01\DRAWING\1DESIGN\WORKING\32125 - CORRIDORS.DWG -- SAVED BY - EADELSOHN

© 2022 CEI ENGINEERING ASSOCIATES, INC.

EXHIBIT 2 - FLOOD MAP RIVER STATIONS



AURORA SUBDIVISION PH 3
HEARTBEAT NEIGHBORHOOD
SCOGGINS ROAD
BENTONVILLE, ARKANSAS

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	POR
PROJECT MANAGER	PM
DESIGNER	JMB
CEI PROJECT NUMBER	32125
DATE	12/30/2021
REVISION	REV-0

OVERALL GRADING PLAN

SHEET TITLE

SHEET NUMBER

C2.0

DRAWING LOCATION - P:\32000\32125.00\DRAWINGS\DESIGN\WORKING\32125 - GP.DWG - SAVED BY - SHAUN

© 2021 CEI ENGINEERING ASSOCIATES, INC.

EXHIBIT 3 - SUMMARY OF ENGINEERING STUDY

From: Andy E. Diehl
Sent: Tuesday, January 18, 2022 12:18 PM
To: Nate L. Bachelor
Cc: Emily Adelsohn; Steven Haun; Jacob Rennick; Tom C. Oppenheim
Subject: 32125 - Aurora Heartbeat Western Connection Flood Study Results

I've completed the preliminary flood study to determine if the western connection to Atlantic St has a negative impact to the BFE along the western portion of the project. The western Atlantic St connectivity is located at the NW corner of the Aurora Phase 3 development, approximately 250-ft south of the undeveloped property (Mr. James) to the north. All modeling was done in HEC-RAS 5.0.3 and all hydrology used to determine the existing flood limits was done using HEC-HMS 4.2.1.

I looked at several scenarios: No western connection with Aurora Phase Detention Pond Grading, Western Connection with existing culverts, and Western Connection with ten proposed culverts. Please see summary tables below that compare the Existing v Proposed BFE comparison for each scenario. In the scenarios provided below, the Aurora Phase 3 development is within the yellow highlighted rows. Any rise along the eastern portion of the Providence Village development will create a negative impact due to the proximity to the stream. A rise there will certainly impact those homes. Also, any rise will create a negative impact to the undeveloped property (Mr. James) to the north of this development due to the proximity to Mr. James' property line. A rise could impact his ability to develop his land.

No western connection with Aurora Phase 3 Detention Pond: This scenario shows the proposed grading for the detention pond doesn't create a rise in the BFE, even with reducing the floodplain by 16-ft in that area. This does not include the western connection to Atlantic St.

Existing Model				Proposed Model				Change		
River Sta	W.S. Elev (ft)	Top Width (ft)		River Sta	W.S. Elev (ft)	Top Width (ft)		W.S. Elev (ft)	Top Width (ft)	
8780	1234.60	220.68		8780	1234.60	220.68		0.00	0.00	
8517	1233.89	324.30		8517	1233.89	324.30		0.00	0.00	
8245	1231.57	204.92		8245	1231.57	204.92		0.00	0.00	
7976	1229.92	271.59		7976	1229.92	271.59		0.00	0.00	
7621	1227.56	179.27		7621	1227.56	179.27		0.00	0.00	
7125	1224.54	215.04		7125	1224.54	215.04		0.00	0.00	
6626	1220.40	209.25		6626	1220.40	209.25		0.00	0.00	
6031	1215.78	193.11		6031	1215.78	193.11		0.00	0.00	
5645	1212.13	215.25		5645	1212.13	215.25		0.00	0.00	
5514	1210.53	264.85		5514	1210.53	264.85		0.00	0.00	
5482			Atlantic St	5482			Atlantic St			
5385	1209.60	314.89		5385	1209.60	314.89		0.00	0.00	
5268	1208.73	350.23		5268	1208.73	350.23		0.00	0.00	
4953	1205.43	224.53		4953	1205.43	224.53		0.00	0.00	
4791	1204.44	287.83		4791	1204.44	271.98		0.00	-15.85	Proposed Detention Pond
4596	1203.66	390.05		4596	1203.66	390.05		0.00	0.00	
4484	1202.65	309.79		4484	1202.65	309.79		0.00	0.00	
4230	1199.75	234.41		4230	1199.75	234.41		0.00	0.00	
3888	1198.65	383.97		3888	1198.65	383.97		0.00	0.00	
3726	1196.36	160.39		3726	1196.36	160.39		0.00	0.00	
3694			Culvert	3694			Culvert			
3519	1194.01	295.83		3519	1194.01	295.83		0.00	0.00	
3340	1191.41	251.27		3340	1191.41	251.27		0.00	0.00	
2939	1187.93	234.92		2939	1187.93	234.92		0.00	0.00	

Western Connection with existing 8'x5' RCBs (@ 75-ft long at 0.5%) under Atlantic St: Used the road profile grades based on the Concept Plan Nate Bachelor sent Dan Weese at the City on Friday 1/14. This scenario also includes the detention pond grading mentioned above.

Existing Model				Proposed Model				Change		
River Sta	W.S. Elev	Top Width		River Sta	W.S. Elev	Top Width		W.S. Elev	Top Width	
	(ft)	(ft)			(ft)	(ft)		(ft)	(ft)	
8780	1234.60	220.68		8780	1234.60	220.68		0.00	0.00	
8517	1233.89	324.30		8517	1233.89	324.30		0.00	0.00	
8245	1231.57	204.92		8245	1231.57	204.92		0.00	0.00	
7976	1229.92	271.59		7976	1229.91	271.54		-0.01	-0.05	
7621	1227.56	179.27		7621	1227.56	179.57		0.00	0.30	
7125	1224.54	215.04		7125	1224.51	214.41		-0.03	-0.63	
6626	1220.40	209.25		6626	1220.42	209.98		0.02	0.73	
6031	1215.78	193.11		6031	1216.84	230.82		1.06	37.71	
5645	1212.13	215.25		5645	1216.65	308.91		4.52	93.66	
5514	1210.53	264.85		5514	1216.65	365.37		6.12	100.52	
5482			Atlantic St	5482			Atlantic St			Western Connection
5385	1209.60	314.89		5385	1209.60	314.89		0.00	0.00	
5268	1208.73	350.23		5268	1208.73	350.23		0.00	0.00	
4953	1205.43	224.53		4953	1205.43	224.53		0.00	0.00	
4791	1204.44	287.83		4791	1204.44	271.98		0.00	-15.85	Proposed Detention Pond
4596	1203.66	390.05		4596	1203.66	390.05		0.00	0.00	
4484	1202.65	309.79		4484	1202.65	309.79		0.00	0.00	
4230	1199.75	234.41		4230	1199.75	234.41		0.00	0.00	
3888	1198.65	383.97		3888	1198.65	383.97		0.00	0.00	
3726	1196.36	160.39		3726	1196.36	160.39		0.00	0.00	
3694			Culvert	3694			Culvert			
3519	1194.01	295.83		3519	1194.01	295.83		0.00	0.00	
3340	1191.41	251.27		3340	1191.41	251.27		0.00	0.00	
2939	1187.93	234.92		2939	1187.93	234.92		0.00	0.00	

Western Connection with ten proposed culverts under Atlantic St: This scenario uses the proposed road profile mentioned above, removes the existing 8'x5' RCBs, and adds upsized RCBs of same length and slope as existing (i.e. (3) 12'x6' RCBs and (7) 12'x5' RCBs). We used the biggest standard RCBs we could while still maintaining adequate cover. This scenario does include grading of the floodplain to construct the RCBs. This scenario also includes the detention pond grading mentioned above. Please note, HEC-RAS only allows a maximum of 10 culverts to be analyzed in one cross section.

Existing Model				Proposed Model				Change		
River Sta	W.S. Elev	Top Width		River Sta	W.S. Elev	Top Width		W.S. Elev	Top Width	
	(ft)	(ft)			(ft)	(ft)		(ft)	(ft)	
8780	1234.60	220.68		8780	1234.60	220.68		0.00	0.00	
8517	1233.89	324.30		8517	1233.89	324.30		0.00	0.00	
8245	1231.57	204.92		8245	1231.57	204.92		0.00	0.00	
7976	1229.92	271.59		7976	1229.92	271.59		0.00	0.00	
7621	1227.56	179.27		7621	1227.56	179.27		0.00	0.00	
7125	1224.54	215.04		7125	1224.54	215.04		0.00	0.00	
6626	1220.40	209.25		6626	1220.40	209.25		0.00	0.00	
6031	1215.78	193.11		6031	1215.78	193.12		0.00	0.01	
5645	1212.13	215.25		5645	1212.13	215.25		0.00	0.00	
5514	1210.53	264.85		5514	1211.39	283.48		0.86	18.63	
5482			Atlantic St	5482			Atlantic St			Western Connection
5385	1209.60	314.89		5385	1209.65	316.79		0.05	1.90	
5268	1208.73	350.23		5268	1208.73	350.23		0.00	0.00	
4953	1205.43	224.53		4953	1205.43	224.53		0.00	0.00	
4791	1204.44	287.83		4791	1204.44	271.98		0.00	-15.85	Proposed Detention Pond
4596	1203.66	390.05		4596	1203.66	390.05		0.00	0.00	
4484	1202.65	309.79		4484	1202.65	309.79		0.00	0.00	
4230	1199.75	234.41		4230	1199.75	234.41		0.00	0.00	
3888	1198.65	383.97		3888	1198.65	383.97		0.00	0.00	
3726	1196.36	160.39		3726	1196.36	160.39		0.00	0.00	
3694			Culvert	3694			Culvert			
3519	1194.01	295.83		3519	1194.01	295.83		0.00	0.00	
3340	1191.41	251.27		3340	1191.41	251.27		0.00	0.00	
2939	1187.93	234.92		2939	1187.93	234.92		0.00	0.00	

Besides the scenarios outlined below, we looked into two bridge scenarios. These are not outlined below. However, these scenarios yielded a rise in BFE as well.

- Scenario #1: 280-ft clear span bridge which would end at the current end of Atlantic St. Utilizes existing 8'x5' RCBs and no stream grading to maintain existing flow conditions. This yielded a rise in BFE and compares to the rise noticed in the Western Connection with existing culverts, see below. This scenario would take additional fill in order to make the vertical curves work with the bridge, which could impact the two homes north and south of Atlantic St within Providence Village.
- Scenario #2: 360-ft clear span bridge which would end approximately 100-ft into existing Atlantic St. Here the existing Atlantic St culverts were removed and the stream grading remained the same to match existing flow conditions. This yielded a rise in BFE by about 1-ft above existing. This scenario would take additional fill in order to make the vertical curves work with the bridge, which could impact the two homes north and south of Atlantic St within Providence Village. This is even if the vertical curves could tie into existing before the Atlantic St/Chestnut Hill Rd intersection.

I hope this helps clarify the scenarios that were modeled and the results that were determined. Based on the above model runs, it is my determination that this western connection will create a negative impact in regards to flooding in this area. However, the addition of the proposed detention pond as shown within the recent Preliminary Plat submittals to the City will not create a negative impact and therefore should be allowed as that pond meets all City requirements outlined in the Drainage Manual.

Please let me know if you have any questions or concerns.

Thanks,

ANDREW DIEHL, PE, CPESC
Senior Project Engineer
Licensed in: AR, MN, MT, ND, TX, VT, and WY
Minneapolis, MN Metro Area
Office: 479.273.9472 | Cell: 479.644.6728
ceieng.com

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Solutions for Land and Life

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Bentonville | Dallas | Fresno | Houston | Jacksonville | Minneapolis
Nashville | Oklahoma City | Philadelphia | Phoenix

Preliminary Plat of Aurora Subdivision, Phase 3

A Residential Subdivision

Bentonville, Benton County, Arkansas

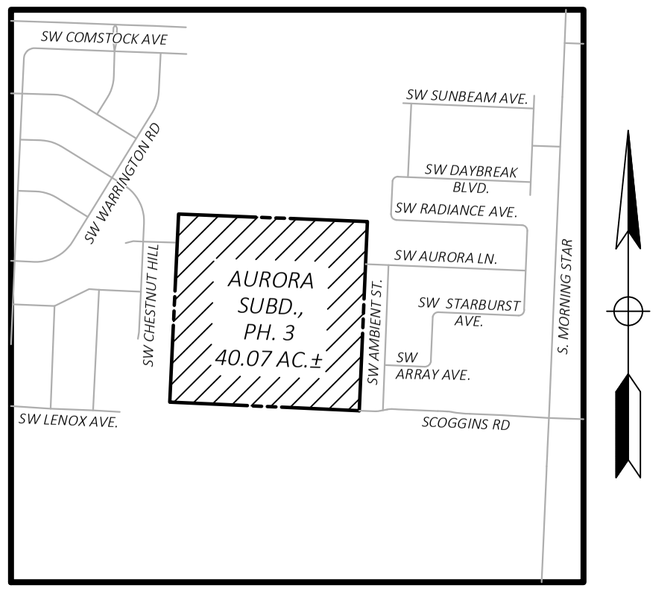
REVISION		
NO.	DESCRIPTION	DATE
1	City Comments	12/17/2021
2	City Comments	12/30/2021

GENERAL NOTES:

1. *Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate: Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.*
2. *Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied to the surveyor.*
3. *This plat represents a Preliminary Plat of the parcel recorded in Deed Records, L201900865 in the public records of Benton County, Arkansas.*
4. *The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.*
5. *Basis of Bearings: All bearings and distances shown hereon are grid based on Arkansas State Plane Coordinate System, NAD83, North Zone.*
6. *This survey is valid only if the drawing includes the seal and signature of the surveyor.*
7. *This survey meets current "Arkansas Standards of Practice for Property Boundary Surveys and Plats."*
8. *This survey is based on a title commitment provided by First American Title Insurance Company, File No.: 2107728-102 countersigned by Waco Title Company, Effective Date: April 11, 2021.*
9. *No attempt was made to show building setback lines graphically on the survey. The assignment, vacation, or orientation of setbacks that impact the usage rights of the property are determined by the local governing jurisdictional agency. Setback dimensions will be based on the orientation of the building(s) to be constructed as approved.*
10. *Subsurface and environmental conditions were not examined nor considered a part of this survey.*
11. *Multiple utility services are located within easements abutting or within the bounds of subject tract.*
12. *The locations of underground utilities as shown hereon are based on above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.*
13. *Underground utilities were located by visible above ground markings as marked by utility locators and shown hereon as located by CEI Engineering Associates, Inc. survey field crews. All utility locations shown hereon are approximate. All utilities may not have been marked/located by the appropriate locators. No excavation has taken place as of this date to determine the exact location of existing underground utilities shown on this survey.*
14. *The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.*
15. *By scaled map location and graphical plotting only. This property is located in unshaded Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map forBenton County, Arkansas.*
    Map Number: 05007C0245K
    Map Revised: June 5, 2012
16. *There shall be a 20' utility easement per this plat along the front of each lot, except Lots 2 - 8.*
17. *Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.*
18. *Owner/Developer shall coordinate with all local utilities to ensure the each lot has water, sewer and electric service.*
19. *Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.*
20. *There may not be fences or any other structures built in any drainage easements.*
21. *Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.*
22. *Lot 1 is a non-buildable lot for a cell tower, lot 29 is a non-buildable lot for a stormwater pond. All other lot will be buildable lots for homes.*

Deed Description L201706669
Survey Description

The SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 23, Township 19 North, Range 31 West, Benton County, Arkansas. EXCEPT: That part of the NW 1/4 of the SW 1/4 of said Section 23 described as beginning at the NE corner of the NW 1/4 of the SW 1/4; thence West 200 feet; thence South 320 feet; thence East 200 feet; thence North 320 feet to the point of beginning.



VICINITY MAP

NOT TO SCALE

Latitude: 36°18'33"N
Longitude: 94°15'25"W

Sheet Index:

Sheet 1: Cover Sheet
Sheet 2: Overall Property
Sheet 3: Northwest Corner
Sheet 4: Northeast Corner
Sheet 5: Southwest Corner
Sheet 6: Southeast Corner
Sheet 7: Line/Curve Tables & Details

CONTACT INFORMATION:

Black Hill Energy:
Josh Knight
1301 Federal Way, PO Box 2129,
Lowell, AR 72745
(479) 333-7005
Joshua.knight@blackhillscorp.com

AT&T:
Brent Baldwin,
1133 East Harold St.
Fayetteville, AR 72703
Office: (479) 571-6609
Cell: (479)-200-9022

Cox Communications:
Chad Hodge,
4901 S. 48th Street,
Springdale, AR 72762
(479) 263-7057
chad.hodge@cox.com
Timothy Goss
(479) 651-5583
timothy.goss@cox.com

Fire Dept.:
City of Bentonville
Brent Boydston, Fire Chief
800 SW A Street
Bentonville, AR 72712
(479) 271-5927

Street Dept.:
City of Bentonville
Tony Davis
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3130

Water Dept.:
City of Bentonville
Beau Thompson
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3140

Electric Dept.:
City of Bentonville
Charlie Barnes
3200 SW Municipal Drive
Bentonville, AR 72712
(479) 271-3159

Wastewater Dept.:
City of Bentonville
Chris Earl
1901 NE A Street
Bentonville, AR 72712
(479) 271-3160

Planning Dept.:
City of Bentonville
Ellen Norvell
305 SW A Street
Bentonville, AR
(479) 271-3122

Building and Fire Safety:
City of Bentonville
Jake Feemster
305 SW A Street
Bentonville, AR
(479) 271-3108

City Engineer:
City of Bentonville
Dan Weese
3200 SW Municipal Drive
Bentonville, AR
(479) 271-5993

Stormwater:
City of Bentonville
Janet Paith
3200 SW Municipal Drive
Bentonville, AR
(479) 271-5002
jpaith@bentonvillear.com

Owners/Developer:

Parcel #01-08215-340
Amazing Land Company, LLC
7304 S. Yale Ave.
Tulsa, OK 74136
Ph. 918-808-6792

Certificate of Ownership:

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide 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 : _____
Write Name

Signed : _____
Print Name

Source of Title: *W.D. Inst. No. L2017062669*

Certificate of Preliminary Plat Approval:

This plat has been given preliminary plat approval only and has not been approved for recording purposes as a public record. This certificate shall expire on _____. *(date)*

Date of Execution: _____

_____
Chairman, Bentonville Planning Commission

Certificate of Preliminary Engineering Accuracy:

I, Nathaniel L. Bachelor, hereby certify that this plan correctly represents a plan made under my direction and engineering requirements of the Bentonville Subdivision Regulations have been complied with.

Date of Execution: _____

_____
Registered Engineer
State of Arkansas
Registration No. 14021

Certificate of Preliminary Survey Accuracy:

I, James Barnett hereby certify that this plat correctly represents a boundary survey made by me and all monuments shown hereon actually exist and their location, size, type and material are correctly shown.

Date of Execution: _____

_____
Registered Land Surveyor
State of Arkansas
Registration No. 1666

City of Bentonville Project # ***PP21-0023***

State Survey Code: 500-19N-31W-0-23-430-04-1666

ATLAS PAGE: *565*

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Preliminary Plat of Aurora Subdivision, Phase 3
A Residential Subdivision
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	JKB
DESIGNER	CSS
FIELD WORK	JCF
CEI PROJECT NUMBER	32125
DATE	12/30/2021
REVISION	REV-2

Cover Sheet
SHEET TITLE

SHEET NUMBER
1 OF 7

CEI Solutions for Land and Life

CIVIL ENGINEERING ▪ LANDSCAPE ARCHITECTURE ▪ LAND SURVEYING ▪ PLANNING
BENTONVILLE | DALLAS | FRESNO | HOUSTON | JACKSONVILLE | MINNEAPOLIS | PHILADELPHIA | PHOENIX

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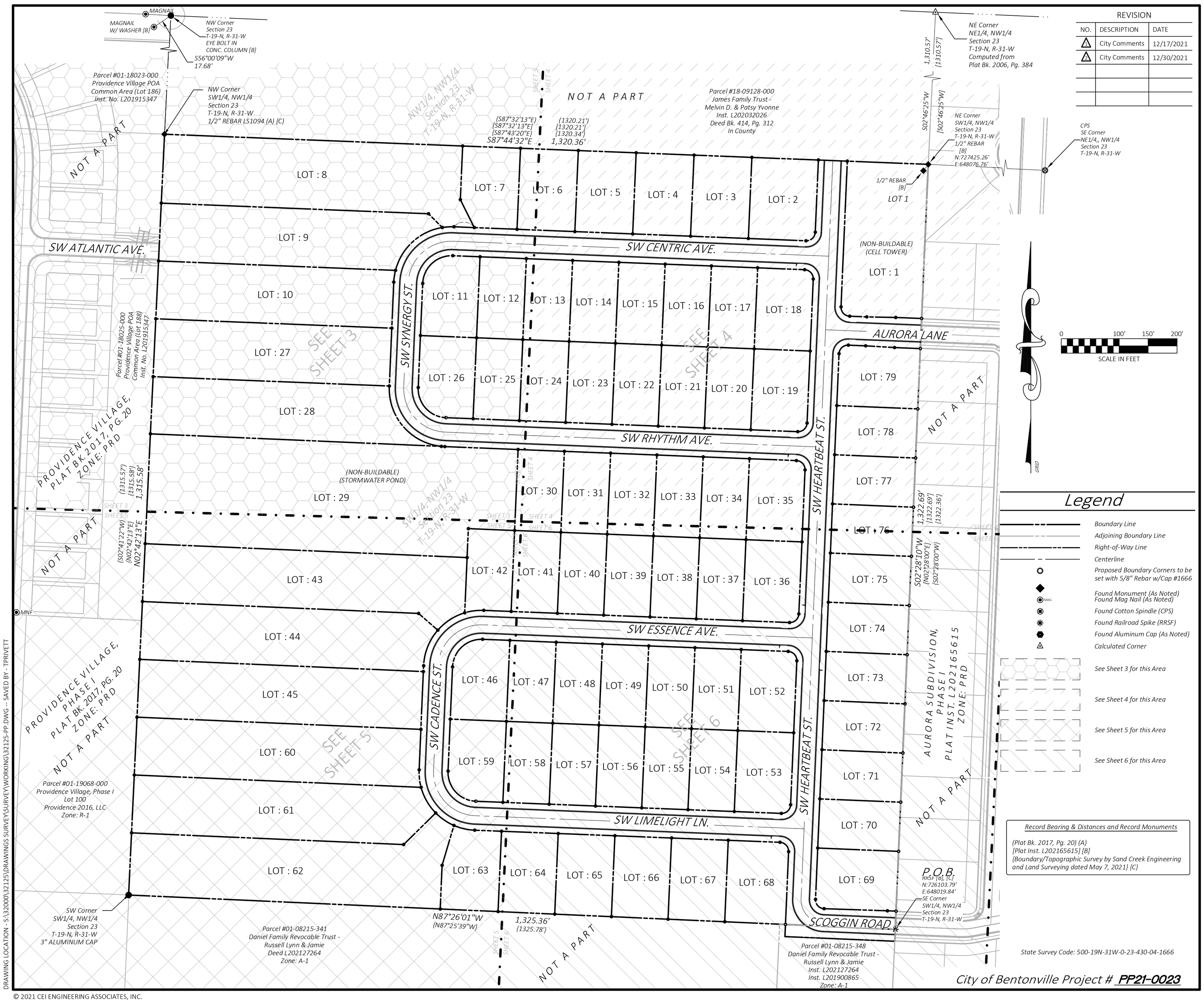
DRAWING LOCATION - S:\32000\32125\DRAWINGS SURVEY\SURVEY\WORKING\32125-PP.DWG -- SAVED BY - TPRIVETT



Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Centerline
- Proposed Boundary Corners to be set with 5/8" Rebar w/Cap #1666
- Found Monument (As Noted) / Found Mag Nail (As Noted)
- Found Cotton Spindle (CPS)
- Found Railroad Spike (RRSF)
- Found Aluminum Cap (As Noted)
- Calculated Corner
- See Sheet 3 for this Area
- See Sheet 4 for this Area
- See Sheet 5 for this Area
- See Sheet 6 for this Area

Record Bearing & Distances and Record Monuments

(Plat Bk. 2017, Pg. 20) (A)
[Plat Inst. L202165615] [B]
{Boundary/Topographic Survey by Sand Creek Engineering and Land Surveying dated May 7, 2021} (C)

State Survey Code: 500-19N-31W-0-23-430-04-1666

*City of Bentonville Project # **PP21-0023***

REVISION

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1	City Comments	12/17/2021
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Overall Property

SHEET TITLE

SHEET NUMBER

2 OF 7

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MAGNAIL
MAGNAIL W/ WASHER [B]
NW Corner Section 23 T-19-N, R-31-W EYE BOLT IN CONC. COLUMN [B]
S56°00'09"W 17.68'
1,315.29'

Record Bearing & Distances and Record Monuments

(Plat Bk. 2017, Pg. 20) (A)
[Plat Inst. L202165615] [B]
{Boundary/Topographic Survey by Sand Creek Engineering and Land Surveying dated May 7, 2021} {C}

Parcel #01-18023-000
Providence Village POA
Common Area (Lot 186)
Inst. No. L201915347

N02°46'43"E

NW Corner SW1/4, NW1/4 Section 23 T-19-N, R-31-W 1/2" REBAR LS1094 (A) {C}

Parcel #18-09128-000
James Family Trust - Melvin D. & Patsy Yvonne
Inst. L202032026
Deed Bk. 414, Pg. 312
In County

NW1/4, NW1/4 Section 23 T-19-N, R-31-W

PROVIDENCE VILLAGE, PLAT BK. 2017, PG. 20 ZONE: PRD

SW ATLANTIC AVE.

20.00' | 30.0' | 30' UTILITY ESMT DEED BK. 2016, PG. 16216 (TO BE VACATED) | 515.39'

30.0' | 119.13' | 30' UTILITY ESMT DEED BK. 2016, PG. 16216 (TO BE VACATED)

N87°43'19"W 462.08'

100.00' | UTILITY ESMT INST. L202152511

N87°43'20"W 409.65'

30.0' | 100.00' | 20' UTILITY ESMT PER THIS PLAT

N87°43'20"W 407.96'

Parcel #01-18025-000
Providence Village POA
Common Area (Lot 188)
Inst. No. L201915347

100.00' | 20' UTILITY ESMT PER THIS PLAT

N87°43'20"W 408.38'

N87°43'20"W 347.61'

10.0' | 20.0' | 10.0'

PROVIDENCE VILLAGE, PLAT BK. 2017, PG. 20 ZONE: PRD

98.91' | 190.00' | 20' UTILITY ESMT PER THIS PLAT

N87°32'01"W 503.16'

NOT A PART

(1315.57') [1315.58'] 1,315.58'
1,315.76'
469.07'

(02°41'22"W) [02°42'13"E] 02°42'13"E
N01°49'54"E

556.57'

LOT 8
62,989 Sq. Ft.±
1.45 Ac.±
MIN FFE=1234.50'
6600

LOT 9
44,206 Sq. Ft.±
1.01 Ac.±
MIN FFE=1214.50'
6602

LOT 10
40,790 Sq. Ft.±
0.94 Ac.±
MIN FFE=1213.00'
6604

LOT 27
40,817 Sq. Ft.±
0.94 Ac.±
MIN FFE=1212.00'
6606

LOT 28
42,817 Sq. Ft.±
0.98 Ac.±
MIN FFE=1221.75'
6608

LOT 29
116,869 Sq. Ft.±
2.68 Ac.±
(NON-BUILDABLE)
(STORMWATER POND)

SW SYNERGY ST.
(50' PUBLIC R/W PER THIS PLAT)
50.0' R/W
180.00'
79.59' | 179.59'
100.00' | 20' UTILITY ESMT PER THIS PLAT
S02°27'59"W

EL25 | L2 | C27 | 35.24' | 73.84'

C26 | CL29 | C24 | 47.16' | 20.0' | 80.00' | 80.00'

C25 | 25.0' | 50.0' R/W | 25.0' | N87°43'20"W | S87°43'20"E

C23 | CL30 | 46.84' | 80.00' | 20.0' | 80.00' | 80.00'

C22 | 25.0' | 50.0' R/W | 25.0' | N87°43'20"W | S87°43'20"E

C21 | 126.67' | 20.0' | 80.00' | 80.00'

(S87°32'13"E) {S87°32'13"E} {S87°43'20"E} S87°44'32"E
(1320.21') {1320.21'} {1320.34'} 1,320.36'
100.00' | 100.00' | 100.00'

N02°27'59"E 92.79'
N02°27'59"E 140.08'
140.12'

3900 LOT 7 13,388 Sq. Ft.± 0.31 Ac.±
3808 LOT 6 14,010 Sq. Ft.± 0.32 Ac.±
3806 LOT 5 14,013 Sq. Ft.± 0.32 Ac.±

N87°07'11"W
UTIL... PER ...
426...
10...

LOT 11 13,048 Sq. Ft.± 0.30 Ac.± 3905
LOT 12 11,200 Sq. Ft.± 0.26 Ac.± 3903
LOT 13 11,200 Sq. Ft.± 0.26 Ac.± 3901
LOT 14 11,200 Sq. Ft.± 0.26 Ac.± 3809

S02°27'59"W 140.00'
140.00'
97.00' | 80.00' | 80.00' | N87°43'20"W 80.00'

N02°27'59"E 89.84'

LOT 26 13,039 Sq. Ft.± 0.30 Ac.± 3904
LOT 25 11,200 Sq. Ft.± 0.26 Ac.± 3902
LOT 24 11,200 Sq. Ft.± 0.26 Ac.± 3900
LOT 23 11,200 Sq. Ft.± 0.26 Ac.± 3808

LOT 30 11,200 Sq. Ft.± 0.26 Ac.± MIN FFE=1221.75' 3901
LOT 31 11,200 Sq. Ft.± 0.26 Ac.± 3809

SHEET 3 | SHEET 4 | SHEET 5 | SHEET 6

Detail "A"

SW1/4, NW1/4 Section 23 T-19-N, R-31-W

State Survey Code: 500-19N-31W-0-23-430-04-1666

City of Bentonville Project # PP21-0023

Legend

- Boundary Line
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- Found Monument (As Noted) Found Mag Nail (As Noted)
- Found Cotton Spindle (CPS)
- Found Railroad Spike (RRSF)
- Found Aluminum Cap (As Noted)
- Calculated Corner
- UTILITY ESMT INST. L202152511
- 20' UTILITY ESMT PER THIS PLAT
- 20' DRAINAGE ESMT PER THIS PLAT

0 50' 75' 100'
SCALE IN FEET

REVISION

NO.	DESCRIPTION	DATE
1	City Comments	12/17/2021
2	City Comments	12/30/2021

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
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FIELD WORK	JCF
CEI PROJECT NUMBER	32125
DATE	12/30/2021
REVISION	REV-2

Northwest Corner
SHEET TITLE

SHEET NUMBER
3 OF 7

DRAWING LOCATION - S:\32000\32125\DRAWINGS SURVEY\SURVEY\WORKING\32125-PP.DWG -- SAVED BY - TPRIVETT

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Record Bearing & Distances and Record Monuments

(Plat Bk. 2017, Pg. 20) (A)
[Plat Inst. L202165615] [B]
{Boundary/Topographic Survey by Sand Creek Engineering and Land Surveying dated May 7, 2021} {C}

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NE Corner NE1/4, NW1/4 Section 23 T-19-N, R-31-W Computed from Plat Bk. 2006, Pg. 384

1,310.57' [1310.57']

NE Corner SW1/4, NW1/4 Section 23 T-19-N, R-31-W 1/2" REBAR [B] N:727425.26' E:648076.76'

CPS SE Corner NE1/4,, NW1/4 Section 23 T-19-N, R-31-W

S87°18'10"E 1,326.59'

S36°23'37"W 13.84'

1/2" REBAR [B]

(S87°32'13"E) [S87°32'13"E] {S87°43'20"E}
S87°44'32"E 1,320.36'
(1320.21') [1320.21'] {1320.34'}

Parcel #18-09128-000 James Family Trust - Melvin D. & Patsy Yvonne Inst. L202032026 Deed Bk. 414, Pg. 312 In County

SHEET 3 SHEET 4

30' UTILITY ESMT DEED BK. 2016, PG. 16216 (TO BE VACATED)

20' UTILITY ESMT PER THIS PLAT

UTILITY ESMT PER THIS PLAT

UTILITY ESMT INST. L202152511

LOT 7 13,388 Sq. Ft.± 0.31 Ac.± (3900)
LOT 6 14,010 Sq. Ft.± 0.32 Ac.± (3808)
LOT 5 14,013 Sq. Ft.± 0.32 Ac.± (3806)
LOT 4 14,017 Sq. Ft.± 0.32 Ac.± (3804)
LOT 3 14,020 Sq. Ft.± 0.32 Ac.± (3802)
LOT 2 16,077 Sq. Ft.± 0.37 Ac.± (3800)
LOT 1 37,315 Sq. Ft.± 0.86 Ac.± (NON-BUILDABLE) (CELL TOWER)

SW CENTRIC AVE. (50' PUBLIC R/W PER THIS PLAT)

AURORA LANE

SW RHYTHM AVE. (50' PUBLIC R/W PER THIS PLAT)

SW HEARTBEAT ST. (50' PUBLIC R/W PER THIS PLAT)

LOT 12 11,200 Sq. Ft.± 0.26 Ac.± (3903)
LOT 13 11,200 Sq. Ft.± 0.26 Ac.± (3901)
LOT 14 11,200 Sq. Ft.± 0.26 Ac.± (3809)
LOT 15 11,200 Sq. Ft.± 0.26 Ac.± (3807)
LOT 16 11,200 Sq. Ft.± 0.26 Ac.± (3805)
LOT 17 11,200 Sq. Ft.± 0.26 Ac.± (3803)
LOT 18 13,493 Sq. Ft.± 0.31 Ac.± (3801)
LOT 25 11,200 Sq. Ft.± 0.26 Ac.± (3902)
LOT 24 11,200 Sq. Ft.± 0.26 Ac.± (3900)
LOT 23 11,200 Sq. Ft.± 0.26 Ac.± (3808)
LOT 22 11,200 Sq. Ft.± 0.26 Ac.± (3806)
LOT 21 11,200 Sq. Ft.± 0.26 Ac.± (3804)
LOT 20 11,200 Sq. Ft.± 0.26 Ac.± (3802)
LOT 19 13,494 Sq. Ft.± 0.31 Ac.± (3800)
LOT 30 11,200 Sq. Ft.± 0.26 Ac.± MIN FFE=1221.75' (3901)
LOT 31 11,200 Sq. Ft.± 0.26 Ac.± (3809)
LOT 32 11,200 Sq. Ft.± 0.26 Ac.± (3807)
LOT 33 11,200 Sq. Ft.± 0.26 Ac.± (3805)
LOT 34 11,200 Sq. Ft.± 0.26 Ac.± (3803)
LOT 35 13,493 Sq. Ft.± 0.31 Ac.± (3801)
LOT 42 11,259 Sq. Ft.± 0.26 Ac.± (3902)
LOT 41 11,200 Sq. Ft.± (3900)
LOT 40 11,200 Sq. Ft.± (3808)
LOT 39 (3806)
LOT 38 (3804)
LOT 37 (3802)
LOT 36 (3800)
LOT 79 14,599 Sq. Ft.± 0.34 Ac.± (6001)
LOT 78 11,895 Sq. Ft.± 0.27 Ac.± (6003)
LOT 77 11,894 Sq. Ft.± 0.27 Ac.± (5099)
LOT 76 11,894 Sq. Ft.± 0.27 Ac.± (5099)
LOT 75

NOT A PART AURORA SUBDIVISION, PHASE I PLAT INST. L202165615 ZONE: PRD

Lot 106 Lot 10 Lot 135 Lot 136 Lot 137 Lot 138 Lot 139 Lot 140

PROPOSED 20' UTILITY ESMT PER THIS PLAT

Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Proposed Boundary Corners to be set with 5/8" Rebar w/Cap #1666
- Found Monument (As Noted)
- Found Mag Nail (As Noted)
- Found Cotton Spindle (CPS)
- Found Railroad Spike (RRSF)
- Found Aluminum Cap (As Noted)
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- 20' DRAINAGE ESMT PER THIS PLAT

0 50' 75' 100'
SCALE IN FEET

State Survey Code: 500-19N-31W-0-23-430-04-1666

City of Bentonville Project # **PP21-0023**

DRAWING LOCATION - S:\32000\32125\DRAWINGS SURVEY\SURVEY\WORKING\32125-PP.DWG -- SAVED BY - TPRIVETT

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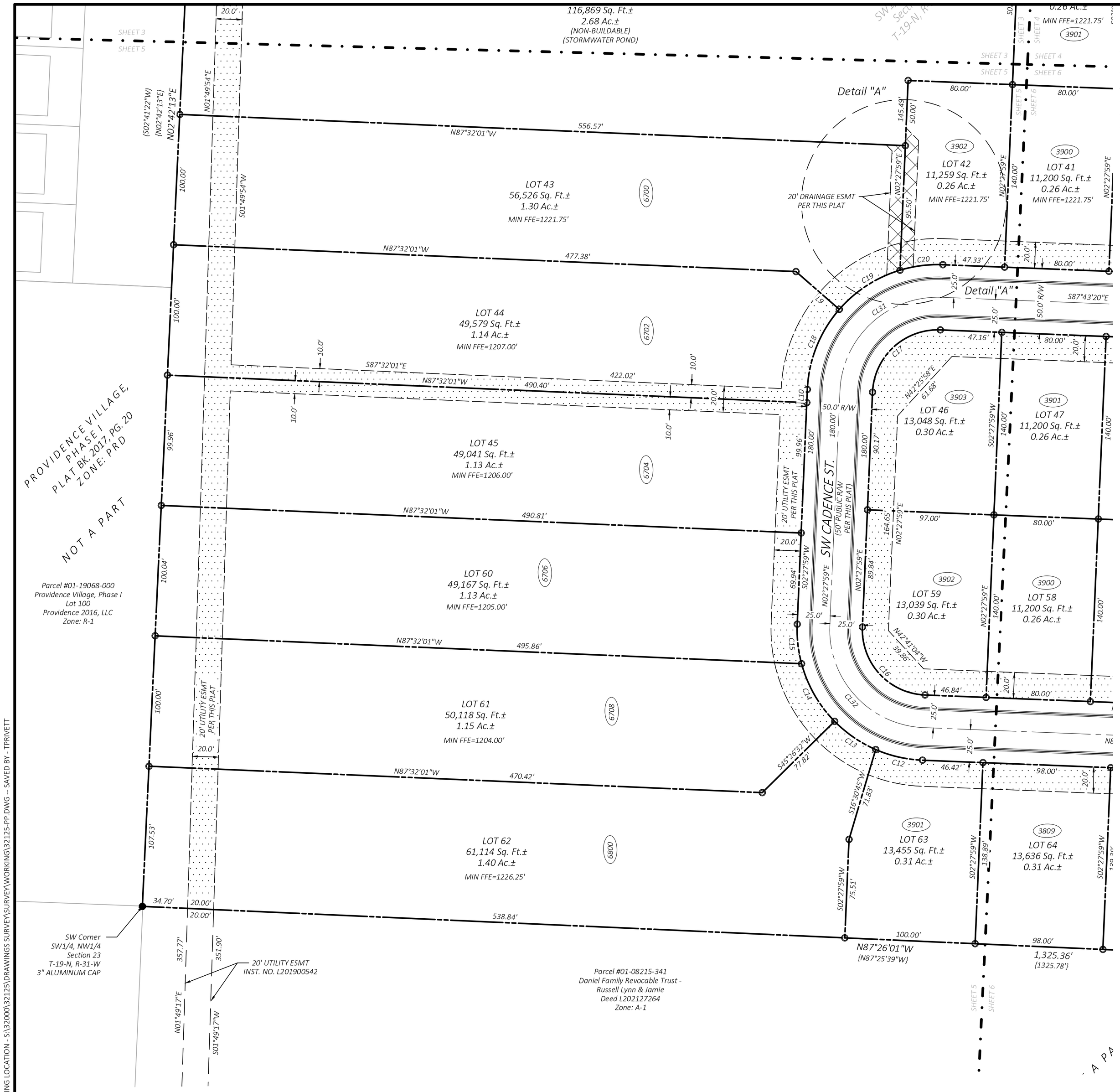
Northeast Corner
SHEET TITLE

SHEET NUMBER
4 OF 7



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Southwest Corner
SHEET TITLE

SHEET NUMBER
5 OF 7

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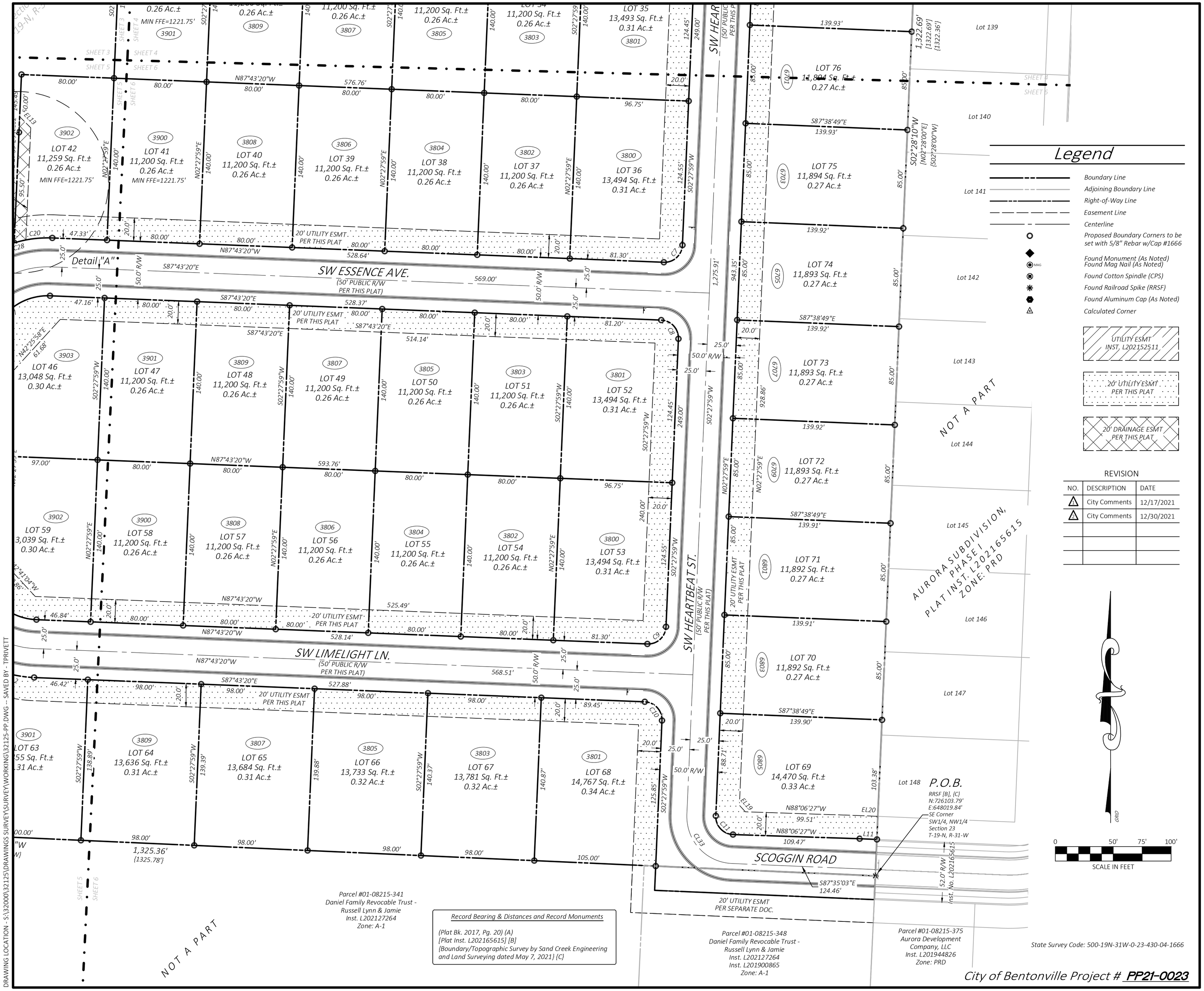

Legend

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- Adjoining Boundary Line
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- Proposed Boundary Corners to be set with 5/8" Rebar w/Cap #1666
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Southeast Corner
SHEET TITLE

SHEET NUMBER
6 OF 7

DRAWING LOCATION - S:\32000\32125\DRAWINGS SURVEY\SURVEY\WORKING\32125-PP.DWG -- SAVED BY - TPRIVETT

© 2021 CEI ENGINEERING ASSOCIATES, INC.

Lot Line Table		
Line #	Direction	Length
L1	N26°32'56"W	53.94'
L2	N44°54'43"W	33.51'
L3	N87°43'20"W	29.62'
L4	N88°52'04"W	50.01'
L5	N87°43'20"W	44.78'
L6	S87°43'20"E	44.60'
L7	S86°34'36"E	50.02'
L8	S87°43'20"E	29.89'
L9	N48°55'55"W	44.09'
L10	S02°27'59"W	10.10'
L11	N87°35'03"W	14.92'

Easement Line Table		
LINE	BEARING	DISTANCE
EL12	N02°27'59"E	50.00'
EL13	S44°51'18"E	13.60'
EL14	N44°51'18"W	6.46'
EL15	S87°32'01"E	556.57'
EL16	S87°43'20"E	44.73'
EL17	S86°34'36"E	50.02'
EL18	S87°43'20"E	25.20'
EL19	N42°20'42"W	7.62'
EL20	N87°35'03"W	15.01'
EL21	S87°07'11"E	9.16'
EL22	S87°43'20"E	15.52'
EL23	S88°52'04"E	50.01'
EL24	S87°43'20"E	45.05'
EL25	S73°46'44"W	24.16'

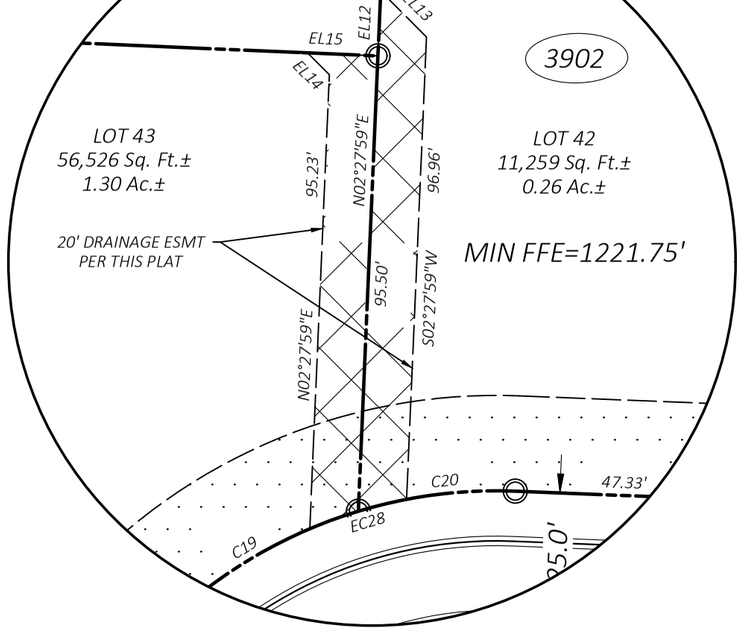
Lot Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	15.50'	24.30'	89°48'41"	S47°22'18"W	21.88'
C2	15.50'	24.40'	90°11'19"	S42°37'40"E	21.96'
C3	15.50'	24.40'	90°11'19"	N42°37'40"W	21.96'
C4	15.50'	24.30'	89°48'41"	N47°22'20"E	21.88'
C5	15.50'	24.30'	89°48'41"	S47°22'19"W	21.88'
C6	15.50'	24.40'	90°11'19"	S42°37'40"E	21.96'
C7	15.50'	24.30'	89°48'41"	S47°22'16"W	21.88'
C8	15.50'	24.40'	90°11'19"	S42°37'40"E	21.96'
C9	15.50'	24.30'	89°48'41"	S47°22'20"W	21.88'
C10	15.50'	24.40'	90°11'19"	S42°37'40"E	21.96'
C11	15.50'	24.36'	90°03'02"	N42°33'32"W	21.93'
C12	100.00'	36.96'	21°10'28"	S77°08'06"E	36.75'
C13	100.00'	38.38'	21°59'24"	S55°33'10"E	38.14'
C14	100.00'	51.50'	29°30'21"	S29°48'18"E	50.93'
C15	100.00'	30.58'	17°31'07"	S6°17'34"E	30.46'
C16	50.00'	78.70'	90°11'19"	N42°37'40"W	70.83'
C17	50.00'	78.38'	89°48'41"	N47°22'20"E	70.59'
C18	100.00'	67.37'	38°36'05"	S21°46'02"W	66.11'
C19	100.00'	56.08'	32°07'47"	S57°07'58"W	55.35'
C20	100.00'	33.30'	19°04'49"	S82°44'16"W	33.15'
C21	100.00'	5.95'	3°24'35"	S86°01'02"E	5.95'
C22	100.00'	151.46'	86°46'44"	S40°55'23"E	137.39'
C23	50.00'	78.70'	90°11'19"	N42°37'40"W	70.83'
C24	50.00'	78.38'	89°48'41"	N47°22'20"E	70.59'
C25	100.00'	20.56'	11°46'50"	S8°21'24"W	20.52'
C26	100.00'	115.98'	66°27'05"	S47°28'22"W	109.59'
C27	100.00'	20.21'	11°34'45"	S86°29'18"W	20.18'

Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC28	100.00'	33.30'	19°04'49"	S82°44'16"W	33.15'

Centerline Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
CL29	75.00'	117.56'	89°48'41"	S47°22'20"W	105.89'
CL30	75.00'	118.06'	90°11'19"	S42°37'40"E	106.24'
CL31	75.00'	117.56'	89°48'41"	N47°22'20"E	105.89'
CL33	40.50'	63.65'	90°03'02"	S42°33'32"E	57.30'

Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Proposed Boundary Corners to be set with 5/8" Rebar w/Cap #1666
- Found Monument (As Noted) / Found Mag Nail (As Noted)
- Found Cotton Spindle (CPS)
- Found Railroad Spike (RRSF)
- Found Aluminum Cap (As Noted)
- Calculated Corner
- UTILITY ESMT INST. L202152511
- 20' UTILITY ESMT PER THIS PLAT
- 20' DRAINAGE ESMT PER THIS PLAT



Detail "A"
Scale: 1" = 30'

REVISION		
NO.	DESCRIPTION	DATE
1	City Comments	12/17/2021
2	City Comments	12/30/2021

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732
BRANCH TBPLS FIRM #10194234

Preliminary Plat of Aurora Subdivision, Phase 3

A Residential Subdivision
Bentonville, Benton County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	JKB
DESIGNER	CSS
FIELD WORK	JCF
CEI PROJECT NUMBER	32125
DATE	12/30/2021
REVISION	REV-2

Line & Curve Tables & Details
SHEET TITLE

SHEET NUMBER
7 OF 7

State Survey Code: 500-19N-31W-0-23-430-04-1666

*City of Bentonville Project # **PP21-0023***

DRAWING LOCATION - S:\32000\32125\DRAWINGS SURVEY\SURVEY\WORKING\32125-PP.DWG -- SAVED BY - TPRIVETT

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Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

3108 SW Regency Parkway
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

December 20, 2021

City of Bentonville
Planning Commission
305 SW A St.
Bentonville, AR 72712

RE: Aurora Subdivision Phase 3 – Waiver Request
Bentonville Project No. PP21-0023
CEI Project No. 32125

Bentonville Planning Commission:

On behalf Amazing Land Company, LLC, CEI is requesting two waivers from published city code on this project. We believe these waivers to be reasonable and request consideration of the following:

- **Article 1100.16(d) Connectivity**
  Local and residential streets shall connect with surrounding streets to permit the safe and convenient movement of traffic between residential neighborhoods or facilitate emergency access and evacuation, but such connections shall not be permitted where the effect would be to encourage the use of such streets by substantial through traffic.

The Providence Village subdivision which is directly west of our proposed Aurora Subdivision Phase 3, has a local street named SW Atlantic Ave. which is stubbed to the common property line of the proposed development. Based on the topography of the surrounding area and the observed and calculated areas prone to flooding, Developer requests a waiver of the connectivity requirement. In order to construct the required street connection, earth fill would be required in the area prone to flooding which could cause damage to adjoining properties by raising the flood elevations on those lands. Potential future flood damage to the public street would place an unnecessary burden on the City of Bentonville for ongoing maintenance or repairs. Granting of this waiver of street connectivity will not cause adverse impact to the traveling public or fire protection services for the neighborhoods. Attached with this waiver request are photos and video of flooding from earlier this year.

- **Street Specifications Section 500.6 Curb and Gutter**
  All curb and gutter shall be Portland cement concrete conforming to AHTD Standard Drawing CG-1 Type A (Curbing Details) with a minimum width of 24 inches with radius being a minimum of 2 inches. Mountable curbs will not be allowed in the City of Bentonville without written authorization of the City Engineer.

This phase 3 of Aurora Subdivision connects in two locations to phase 1 of the subdivision where a modified or rolled type curb was approved and constructed throughout that neighborhood. For continuity of this additional phase of development we request that the same modified rolled curb be allowed in this phase of construction. Drainage systems have been designed with this rolled curb in mind and meet the city requirements. The rolled curb also allows additional protection of city assets during construction of the homes by eliminating the need to cut out the curb to install driveways on the lots.

We appreciate your consideration of our requests and look forward to discussing any questions you many have. Contact me at your convenience in the office at 479-273-9472, or by email: nbachelor@ceieng.com

Respectfully requested,
CEI Engineering, Associates, Inc.

Nate Bachelor, PE
Project Manager – Local Development

Planning Commission Administrative Meeting
Minutes
December 14th, 2021

Meeting called to order at 4:00 p.m. by Dana Davis, Chairman. Meeting was held via Zoom video conference.

Present: Dana Davis, Joe Haynie, Eric Hipp, Elaine Kerr, Rod Sanders, and Reggie Wright, Richard Binns
Absent: N/A
Staff: Shelli Kerr, Ellen Norvell, Tyler Overstreet, Jon Stanley, and Bonnie Bridges

New Business

Item #1a
2022 Meeting Calendar
Tyler Overstreet presents the 2022 Calendar.
There is discussion amongst Commissioners and staff.
Approved 6-0

Item #1b
Election of Officers
Motion by Mr. Wright, seconded by Ms. Kerr to appoint Mr. Sanders as Chair.
Approved 6-0
Motion by Mr. Sanders, seconded by Mr. Haynie to appoint Mr. Wright as Vice Chair.
Approved 6-0
Motion by Mr. Sanders, seconded by Mr. Hipp to appoint Mr. Davis as Secretary.
Approved 6-0

Item #1c
2022 Commissioner Educational Opportunities
Tyler Overstreet presents research on educational programs available to Planning Officials.
There is discussion amongst Commissioners and staff.

Item #2
Development Data Preview Presentation
Tyler Overstreet presents the City's development data/information collected throughout 2021.
There is discussion amongst Commissioners and staff.

Item #3
Code Diagnostic Update
Shelli Kerr presents updates on staff's diagnostic analysis of the City's Zoning and Land Use Code.
There is discussion amongst Commissioners and staff.

Item #4
Materials Requirements Discussion
Tyler Overstreet presents staff research on possible changes to the Material Requirements Standards within the City's Code and proposes a working group be created in the first half of 2022.
There is discussion amongst Commissioners and staff regarding material requirement standards.

Item #5
Next Steps for 2022: Goals and Questions
Tyler Overstreet and Shelli Kerr Present Planning Department, current and comprehensive side, accomplishments over 2021 as well as their ideas for Planning Commission goal setting in 2022. There is discussion amongst Commissioners and staff regarding next steps and goal setting after the administrative meeting to prepare for 2022.

Other Business

Mr. Overstreet gives an update on New Board of Adjustment Appointments for 2022.

Motion by Mr, Hipp, seconded by Ms. Kerr to adjourn
Meeting adjourned

**A copy of this recording can be obtained from the Bentonville Planning Department.
Luke Aitken

Planning Commission Meeting
Minutes
January 4th, 2022

Meeting called to order at 4:00 p.m. by Rod Sanders, Chairman. Meeting was held at City Hall and via Zoom video conference.

Present: Dana Davis, Eric Hipp, Elaine Kerr, Reggie Wright, Joe Haynie, Rod Sanders
Absent: Richard Binns
Staff: Tyler Overstreet, Jon Stanley, Ellen Norvell, Bonnie Bridges

Motion by Mrs. Kerr, seconded by Mr. Haynie to approve the minutes of December 7th, 2021.

Approved 6-0

Consent Agenda

Tyler Overstreet reads the Consent Agenda

1. Lots 7 and 8 of Shops at the Forum Subdivision, Lot Split, 1400 SE Walton Boulevard (LS21-0048)
2. Lot 1 of Mountain Bike Addition Ph. II, Lot Split, NW A Street (PLA21-0058)
3. Lot 22, Block 5 of Clark's Second Addition, Lot Split, SE corner of SW E and SW 3rd Street (LS21-0066)
4. Lots 25 & 26 of Sherrill Heights, Lot Split, 1605 Kimberly Place (LS21-0067)
5. Lots 2 & 3 of Gateway North Subdivision, Lot Split, 4300 SW Rainbow Farm Road (LS21-0068)
6. Lot 1 Tara Ridge Subdivision, Property Line Adjustment, 3809 SW Crockett Street (PLA21-0047)
7. Lot 27 of Faircloe Block Addition, Property Line Adjustment, 609 SW 4th Street (PLA21-0057)
8. Lots 20 and 21 of Seals Addition, Property Line Adjustment, 3201 SW I Street (PLA21-0060)
9. Gateway North 200, Large-Scale Development, 4300 SW Rainbow Farm Road (LSD21-0065)
10. SW 5th & SW F Parking, Large-Scale Development, SW F Street (LSD21-0068)
11. Motto Hotel, Large-Scale Development Extension, 229 S Main Street (LSD20-0071)

Approved 6-0

New Business

Item #1
Delacruz & Cummings, Rezoning, R-1, Low Density Single-Family Residential to DN-2, Downtown Medium Density Residential, 111 NE Park Street (RZ21-0076)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
There is discussion amongst Commissioners and Staff.
Approved 6-0

Item #2a
Richard L. Grubbs Jr. and Catherine S. Grubbs, Future Land Use Map Amendment, General Commercial to Mixed-Use Commercial, 220 N Walton Boulevard (RZ21-0078)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
There is discussion amongst Commissioners and Staff.
Approved 6-0

Item #2b
C-2, General Commercial to C-3, Mixed-Use Commercial, Rezoning, 220 N Walton Boulevard (RZ21-0078)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
There is discussion amongst Commissioners and Staff.
Approved 6-0

Item #3a
Tony Gagliardo and Leah A. Gagliardo, Future Land Use Map Amendment,
Medium Density Residential to Downtown Commercial, 303 SW 4th Street (RZ21-0079)
Tyler Overstreet reads the staff report.
Opened public hearing
Tony Gagliardo, the applicant is available for questions and speaks in favor of the request
Todd Peterson of 319 SW 4th Street spoke in objection of the request
Closed public hearing
There is discussion amongst Commissioners and Staff.
Approved 5-1

Item #3b
Tony Gagliardo and Leah A. Gagliardo, Rezoning,
R-1, Low Density Single Family Residential to DE, Downtown Edge, 303 SW 4th Street (RZ21-0079)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
There is discussion amongst Commissioners and Staff.
Approved 5-1

Item #4a
Stan Enterprises LLC, Future Land Use Map Amendment, Agricultural to Medium Density Residential, Mill Dam Road and Nomad Road (RZ21-0082)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
There is discussion amongst Commissioners and Staff.
Barry Williams, applicant, requests to table the item.
Mr. Davis motions to table, 2nd by Mr. Hipp
Tabled 6-0

Item #4b
Stan Enterprises LLC, Rezoning, A-1, Agricultural to R-3, Medium-High Density Multifamily Residential, Mill Dam Road and Nomad Road (RZ21-0082)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
There is discussion amongst Commissioners and Staff.
Barry Williams, applicant, requests to table the item.
Mr. Davis motions to table, 2nd by Mr. Hipp
Tabled 6-0

Item #5a
Patton, Future Land Use Map Amendment, Residential Estate to General Commercial, E Centerton Blvd, (RZ21-0083)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
There is discussion amongst Commissioners and Staff.
Approved 6-0

Item #5b
A-1, Agricultural to C-1, Neighborhood Commercial, Rezoning, E Centerton Blvd. (RZ21-0083)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
Jennifer Watkins of Sand Creek Engineering, the applicant, is available for questions.
There is discussion amongst Commissioners and Staff.
Approved 6-0

Item #6
Lake and Main Developers LLC, Rezoning, R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density
Residential, 1061 N Main Street (RZ21-0084)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
There is discussion amongst Commissioners and Staff.
Approved 6-0

Item #7
James & Brenda Patton Trustees (Schlotzsky's) Conditional Use, Restaurant, Drive-Through, E Centerton Boulevard (CU21-0026)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
Jennifer Watkins of Sand Creek Engineering, the applicant, is available for questions.
There is discussion amongst Commissioners and Staff.
Approved 6-0

Item #8
Aurora Subdivision Ph. 3, Preliminary Plat, Scoggins Road (PP21-0023)
Tyler Overstreet reads the staff report.
Opened public hearing
Closed public hearing
Nate Bachelor of CEI Engineering is available for questions
Dan Weese, City Engineer is available for questions
There is discussion amongst Commissioners and Staff.
Motion by Mr. Davis to take a vote on the Connectivity Waiver request, 2nd by Mr. Wright
Denied 2-4
The applicant requests to table the item
Mr. Hipp motions to table the item, 2nd by Mrs. Kerr
Tabled 6-0

Motion by Mr. Haynie, seconded by Mr. Hipp to adjourn.
Meeting adjourned

**A copy of this recording can be obtained from the Bentonville Planning Department.
Luke Aitken

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Utility Billing**
Submitted by	**Gary Wilson**
Phone	**479-271-3104**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Staff recommends awarding bid for three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks from Superior Automotive for $72,000.00 ($24,000.00 per unit). Approved by the Utility Board 5-0.

Estimated Cost	**$72,000**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Memorandum

To: City Council
Via: Utility Board
From: Gary Wilson
CC: Mayor Orman
Date: December 30, 2021

The Utility Billing and Collections Department recommends awarding a bid for three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks from Superior Automotive for $72,000 ($24,000 per unit) for use by the meter staff.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	28-Dec-21	Time of Bid Opening:	2:00PM	Solicitation ID Number:	IFB-21-89
Solicitation Title: 3 2021 RAM 1500 TRADESMAN REGULAR CAB 4X4 OR EQUIVALENT					
BIDDERS:	SUPERIOR AUTOMOTIVE				
Responsive/Responsible Requirements (mark any not applicable with NA)					
Bid Signed	Yes				
Addendum #1 Acknowledged	Yes				
Bid Bond	NA	NA	NA	NA	NA
Proof of Insurance	NA	NA	NA	NA	NA
Proof of Arkansas Contractors License	NA	NA	NA	NA	NA
Anti-Collusion Affidavit, Notarized	NA	NA	NA	NA	NA
Vendor Disclosure	NA	NA	NA	NA	NA
Subcontractor Disclosure	NA	NA	NA	NA	NA
Bidder Qualifications	NA	NA	NA	NA	NA
Mandatory Pre-Bid Requirement					
Applies (circle): Yes No If Yes, check that Bidder attended.	NA	NA	NA	NA	NA
Product/Item Bids Only (mark NA for construction bids, unit price, etc.)					
Make/Model Bid	2021 RAM 1500				
Items AS SPECIFIED	Yes				
EQUIVALENT' Item Bid	No				
Total Bid Price	$72,000 ($24,000 per Unit)				

CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: December 12, 2021

NOTICE TO BIDDERS

THREE (3) 2021 RAM 1500 TRADESMAN TRUCKS, OR EQUIVALENT

Invitation For Bid (IFB)-21-89

The City of Bentonville is accepting formal sealed bids for the one time purchase and delivery of three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks as specified, or equivalent items.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address below. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-89 held at 2:00pm on Monday, December 27, 2021; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late Submissions and unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is December 21, 2021, at 4:30pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-89	**Date of Issuance:**	December 12, 2021
Description:	Three (3) New 2021 Ram 1500 Tradesman Reg Cab 4x4, As Specified, or Equivalent Item		
Requesting Department:	CITY OF BENTONVILLE Utility Billing Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	**NO BID BOND REQUIRED**		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**December 27, 2021 AT 2:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	December 21, 2021– 4:30 P.M. CST

Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

EXECUTION OF BID PAGE (REQUIRED)

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. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: SUPERIOR AUTOMOTIVE Phone Number: (479) 220-0544

Business Address (Full Street/City/State/Zip): 490 HIGHWAY 412, SILOAM SPRINGS, AR 72761

Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): ✓ Yes __ No

Name of Contact Person: GARY DAVIDSON Email: gdsuperiorsales@gmail.com

Signature of Authorized Person: [redacted] Date: 12/16/21

Printed or Typed Name: GARY DAVIDSON Title: FLEET SALES

Arkansas Contractors License Number: NA

Sales or Use Tax ID Number: 27-0015456

Bid Bond Included: ___ Yes ✓ No (only required if specified in this IFB Document)

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one time purchase and delivery of three (3) 2021 Ram 1500 Tradesman, Regular Cab, 4x4 Trucks as specified, or equivalent items.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.

3. APPENDIXES

- **NONE**

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

***If determined to be in the City's best interest, the City intends to present the IFB-21-89 Bid for Award at the January 11, 2022 City Council Meeting; the awarded Bidder would receive the PO on or before January 13, 2022.**

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

___Bid Bond Required **_X_Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of five percent (5%) of the Total Bid Price, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

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B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

___Performance and Payment Bond Required **_X_Performance and Payment Bond Not Required for this Solicitation**

The awarded Bidder shall furnish Performance and Payment Bonds after the Notice of Award is issued and upon the time of signing the binding Contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding Contract. These Bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City.

C. BONDS – GENERAL

All bonds shall be executed by such sureties as are named in the list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Management Service, Surety Bond Brand, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

If the surety on any bond furnished by the awarded Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of set forth herein, the awarded Bidder shall promptly notify the City and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements set forth herein.

All bonds and insurance required by this Invitation for Bid and by the binding contract documents executed after the Notice of Award, to be purchased and maintained by the awarded Bidder, shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the work defined herein is to be performed.

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3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to respond 'As Specified' or 'Alternate' to the applicable warranty specification for the field(s) below when marked with an "x" or when otherwise required in this document; if no warranty specification is marked, or if the 'no warranty required' specification is marked, there is no warranty required in this IFB. *If Bidders response is 'Alternate', the Bidder is required to provide additional information for the City's review.*

_NA__The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of ____NA_____from the date of completion.
Bidder Response: ___As Specified ___Alternate (Bidder MUST provide more information)

_X_The awarded Bidder shall provide all applicable manufacturer warranties to the City for the product(s) contained herein.
Bidder Response: _✓_As Specified ___Alternate (Bidder MUST provide more information)

__No warranty required.

4. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal and State Laws, and the rules and regulations of all authorities having jurisdiction over the construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general(prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department via written communication only, via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be 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 (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the 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 equivalent (or alternate)/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 (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

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8. INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

9. DAMAGES

Any damage occurring to City(public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

10. PAST PERFORMANCE/REFERENCES

The City reserves the right to request references and to contact those references as part of the evaluation of Bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of Bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work or delivery of items for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.

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12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101.

13. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and/or are approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

[This space has been intentionally left blank]

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14. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

___Invoice upon 100% completion (As approved by the City)

___Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

_X__Invoice upon delivery (Payment within 14 days)

_X__Invoice 14 days prior to delivery for payment upon delivery
(All product(s) or work must be approved by an authorized
City of Bentonville employee prior to payment being furnished).

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712
accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

___NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission X Other (Specify Below)

PAYMENT MAXIMUM 14 DAYS OF TIME OF INVOICE

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16. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document.

__Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)

__In Person __Zoom or Other Virtual Method

__Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)

__In Person __Zoom or Other Virtual Method

_X_No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)

Pre Bid Meeting Information: There will be a __NA____ Pre-Bid Meeting (in-person) held on (day), (date), 2021 at (time) CST at (location) to allow Bidders an opportunity to view the work area and field verify any needed measurements. (address); Bidders shall meet City staff at (location).

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

17. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

__Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be___year(s) renewable annually upon mutual written agreement for a maximum term of ___years.

_X_Single Purchase (for an item(s) ordered at one time)

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of one (1) New 2021 Ram 1500 Tradesman Reg Cab 4x4. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

__Multiple Purchase/Pricing Agreement (for items ordered at various times)

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

A. Deliveries must be made to the specified City of Bentonville location within _____ from receipt of the City's Purchase Order unless otherwise indicated herein and accepted by the City.

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18. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
    1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
    2. Plumbing;
    3. Electrical, indicative of wiring and illuminating fixtures; and

b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.

2. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver three (3) New 2021 Ram 1500 Tradesman, Regular Cab, 4x4 as specified, or equivalent item approved by the City, to the City's facility located within the city limits of Bentonville, Arkansas.

The delivered unit shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit.

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): ___January 11_____

Delivery/Work-Site Address:_____1000 SW 14TH STREET BENTONVILLE, AR 72712_____

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

___Construction/Project Specified Date(s): Work Beginning and Completion

City's Specification:

Work Beginning: The City request that work begin on within _____day(s) from Notice of Award.

Substantial Completion: The City requests that substantial completion be reached within ___day(s) from the date work begins.

100% Completion: The City requests that the project be 100% complete within ___day(s) from the date work begins.

_____

Bidder Response: ✓ AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

Work Beginning: Work will begin within_____days from the Notice of Award.

Substantial Completion: Substantial completion wil be reached within _____day(s) from work beginning.

100% Completion: 100% completion will be reached within ____day(s) from work beginning.

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___**Reoccurring Service Specified Date(s)**

City's Specification:

Work shall begin on or before _____, 2021 or within _____day(s) from Notice of Award and shall be performed as specified thereafter as directed by the City.

_____

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

Work shall begin on or before _____, 2021 or within _____day(s) from Notice of Award and shall be performed as specified thereafter as directed by the City.

___**Reoccurring Order Item(s) Delivery Specified Date(s)**

City's Specification:

First Order: Delivery on or before _____,2021 or within _____day(s) from Notice of Award.

Subsequent Orders: Delivery within _____week(s) from receipt of the City's Purchase Order.

_____

Bidder Response: __AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

First Order: Delivery on or before _____,2021 or within _____day(s) from Notice of Award.

Subsequent Orders: Delivery within _____week(s) from receipt of the City's Purchase Order.

_X__**One-Time Order Item(s) Delivery Specified Date(s)**

City's Specification:

One-Time Order: All item(s) shall be delivered on or before January 27, 2021 or within 30 day(s) from Notice of Award (or other formal notification from the City of award).

_____

Bidder Response: ✓ AS SPECIFIED __ALTERNATE DATES REQUESTED *(REQUIRES COMPLETION OF FIELDS BELOW)*

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

One-Time Order: All item(s) shall be delivered on or before _____,2021 or within 3 day(s) from Notice of Award.

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SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space ('As Specified') provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City's specification but is being offered to the city as being an "EQUIVALENT" (including alternate or substitute)" to the City's specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item's equivalency to the City's specification. The City shall have the final determination as to whether an item is equivalent and meets the City's needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	**SPECIFICATION DESCRIPTION**	**BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'**	**BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'**
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	✓	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	✓	
3	The awarded Bidder shall be responsible for furnishing all materials and labor required to deliver the product(s) as specified to the City.	✓	
2. PRODUCT SPECIFIC SPECIFICATIONS			
4	Three (3) New 2021 1500 Classic Tradesman Reg Cab 4x4	✓	
5	Automatic Transmission (8-Speed Auto)	✓	
6	Exterior Color: Solid (One Color), White Trim (where applicable): Black	✓	
7	Interior: Black Cloth Seats	✓	
8	Vinyl/Rubber Floor Covering	✓	
9	Manual Windows and Door Locks	✓	

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3. **PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE ONLY WHEN APPLICABLE)**
Indicate below if Bidder attended the Pre-Bid Meeting for this Invitation for Bid.

_NA_Yes, attended the Pre-Bid Meeting _NA__No, did not attend the Pre-Bid Meeting

4. **WARRANTIES (REQUIRED REPONSE)**
Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:
Bidder shall furnish any and all product warranties available to the City upon the completion of the work.

✓Agree (As Specified) ___Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning:_____
_____

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SECTION 5: BIDDER ACKNOWLEDGEMENTS

Bidders are required to verify that the following required documents and bonds have been included with their Bid submission or will be furnished when due.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	GD
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** — **DATE OF ISSUANCE** _____ _____ _____ _____ _____ _____ _____ _____ _____ _____	GD

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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, **including but not limited to:** tax, all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

VEHICLE PURCHASES: THE CITY DOES NOT PAY SALES TAX FOR PASSENGER VEHICLE PURCHASES

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

_X__Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

___Per Line Item: The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered.

___Based on Final Quantities: The award will be based on the lowest and most responsible total estimated cost using the unit prices multiplied by the City's final estimated quantities. The calculations used to determine the lowest and most responsible total estimated cost will be available upon issuance of the Bid Tabulation.

Deductive Alternates apply when indicated by an "x" in the fields below
___Deductive Alternates Included ___Deductive Alternates not Included in this IFB

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of ninety (90) days after the opening of Bids without the consent of the City; 90 days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

BID FORM

Line Item	Quantity (Unit of Measure = EA)	Description	Per Unit Price	Extended Price
1	3	New 2021 Ram 1500 Tradesman, Regular Cab, 4x4, as specified, or equivalent Item Bidder: Mark here if as specified ✓ Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed _____	$ 24,000.00	$ 72,000.00
SALES TAX (If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road)		$ NA		
TOTAL BID PRICE (Stated in figures)		$ 72,000.00/100		

BIDDER DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted his sources of supply, has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.

Company Name: SUPERIOR AUTOMOTIVE By (Authorized Person's Signature): [redacted]

Printed Name and Title: GARY DAVIDSON FLEET SALES

Date: 12/16/2021

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

Superior Auto Group
Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

CITY OF BENTONVILLE

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box

Pricing is for a 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box equipped to reflect a sale price of $24,000.00.

THESE UNITS ARE IN-STOCK. Ordered units typically take 90-120 days to arrive. Production schedules have been delayed due to the COVID-19 crisis and the recent shutdown of manufacturing may impact arrival time.

Superior Auto Group
Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Quote Worksheet

		MSRP
Base Price		$33,050.00
Dest Charge		$1,695.00
Total Options		$3,370.00
	Subtotal	**$38,115.00**
	Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount		($15,912.00)
	Subtotal Discount	**($15,912.00)**
Trade-In		$0.00
	Subtotal Trade-In	**$0.00**
	Taxable Price	**$22,203.00**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$22,203.00**

Comments:

Pricing is for a 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box equipped to reflect a sale price of $24,000.00.

THESE UNITS ARE IN-STOCK. Ordered units typically take 90-120 days to arrive. Production schedules have been delayed due to the COVID-19 crisis and the recent shutdown of manufacturing may impact arrival time.

[redacted] 6/21
Dealer Signature / Date

Customer Signature / Date

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Data Version: 15365. Data Updated: Dec 16, 2021 12:26:00 AM PST.

Superior Auto Group
Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (✓ Complete)

Standard Equipment

Mechanical

Engine: 3.6L V6 24V VVT (STD)

Transmission: 8-Speed Automatic (850RE) (STD)

3.21 Rear Axle Ratio (STD)

GVWR: 6,600 lbs

50 State Emissions

Transmission w/Driver Selectable Mode and Oil Cooler

Electronic Transfer Case

Part-Time Four-Wheel Drive

Engine Oil Cooler

730CCA Maintenance-Free Battery

160 Amp Alternator

Class III Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

1710# Maximum Payload

HD Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

Single Stainless Steel Exhaust

32 Gal. Fuel Tank

Auto Locking Hubs

Short And Long Arm Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 17" x 7" Steel (STD)

Tires: P265/70R17 BSW AS (STD)

Regular Box Style

Center Hub

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Superior Auto Group
Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Exterior

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent

Black Rear Step Bumper

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Black Grille

Active Grille Shutters

Tailgate Rear Cargo Access

Manual Tailgate/Rear Door Lock

Auto On/Off Aero-Composite Halogen Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Tip Start

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio Data System and External Memory Control

Radio: Uconnect 3 w/5" Display

6 Speakers

Streaming Audio

Fixed Antenna

1 LCD Monitor In The Front

Interior

4-Way Driver Seat

4-Way Passenger Seat

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Superior Auto Group
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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Interior

Manual Tilt Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer

Compass

Cruise Control w/Steering Wheel Controls

Manual Air Conditioning

Glove Box

Full Cloth Headliner

Urethane Gear Shifter Material

Interior Trim -inc: Deluxe Sound Insulation, Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents

Heavy Duty Vinyl 40/20/40 Split Bench Seat

Day-Night Rearview Mirror

Mini Overhead Console and 1 12V DC Power Outlet

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Pickup Cargo Box Lights

Rotary Shifter-Black

Electronic Shift

Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins

Delayed Accessory Power

Manual 1st Row Windows

Systems Monitor

Outside Temp Gauge

Analog Appearance

Manual Adjustable Front Head Restraints

Seats w/Vinyl Back Material

Manual Adjust Seats

40/20/40 Split Bench Seat

Front Armrest w/3 Cupholders

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Superior Auto Group
Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Interior

Sentry Key Engine Immobilizer

1 12V DC Power Outlet

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

ParkView Back-Up Camera

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Superior Auto Group

Gary Davidson | 479.220.0544 | gdsuperiorsales@gmail.com

Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (✓ Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box — MSRP:$33,050.00

Interior:Diesel Gray/Black, Cloth 40/20/40 Bench Seat

Exterior 1:Bright White Clearcoat

Exterior 2:No color has been selected.

Engine: 5.7L V8 HEMI MDS VVT

Transmission: 8-Speed Automatic (8HP70) (DFK)

OPTIONS

CODE	MODEL		MSRP
DS6L62	[Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box		$33,050.00
	OPTIONS		
26B	Quick Order Package 26B Tradesman		$0.00
AJY	Popular Equipment Group		$825.00
CK9	Delete Carpet		$0.00
DFK	Transmission: 8-Speed Automatic (8HP70) (DFK)		$500.00
DMC	3.21 Rear Axle Ratio		$0.00
EZH	Engine: 5.7L V8 HEMI MDS VVT		$1,700.00
PW7	Bright White Clearcoat		$0.00
RSD	SiriusXM Satellite Radio	Inc.	
TTM	Tires: P265/70R17 BSW AS		$0.00
V9X8	Diesel Gray/Black, Cloth 40/20/40 Bench Seat		$0.00
WFP	Wheels: 17" x 7" Steel		$0.00
XFH	Class IV Receiver Hitch		$345.00
	SUBTOTAL		**$36,420.00**
	Adjustments Total		$0.00
	Destination Charge		$1,695.00
	TOTAL PRICE		**$38,115.00**

FUEL ECONOMY

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Vehicle: [Fleet] 2021 Ram 1500 Classic (DS6L62) Tradesman 4x4 Reg Cab 8' Box (Complete)

Est City:15 MPG

Est Highway:21 MPG

Est Highway Cruising Range:672.00 mi

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-89	**Solicitation Title:**	Three (3) 2021 RAM 1500 Tradesman Trucks, Or Equivalent
Addendum Number:	1	**Date of Issuance:**	December 16, 2021

TO: Prospective Bidders

This Addendum modifies the Bid Opening date contained in the original Advertisement and Bidding Document(s) dated December 12,2021.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

This Addendum Number 1 consists of 1 page(s).

Bid Opening Date and Time:

1.0 The City inadvertently set the Bid Opening date for a date that City offices were closed (December 27).

1.1 The original Bid Opening date and time was Monday, December 27, 2021 at 2:00PM.

1.2 The Amended Bid Opening Date is Tuesday, December 28, 2021 at 2:00PM.

1.3 No other requirement or deadline has been changed as a result of this Addendum.

End of Addendum Number 1

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Water Resource Recovery Facility**
Submitted by	**Chris Earl**
Phone	**(479) 696-0273**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution recommend by Staff allowing the Mayor and City Clerk to amend an agreement with Garver Engineering, LLC in the amount to $194,550.00 according to the Professional Services Agreement, Project Number 20W01294 Amendment No.1 for the continuation of the In-Vessel Project for Bentonville Composting Facility. The $194,550.00 does include the original contract amount of $29,550.00, therefore amending to increase the contractual amount by $165,000.00. The original agreement is being amended to generally include, design, permitting, and bidding of six permeant In-Vessel composters, associated equipment and facility improvements. Staff also requests support for the use of American Rescue Plan Act (ARPA) funds for the in-vessel project after design is complete. Approved by the Utility Board 5-0.

Estimated Cost	**$165,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Memo

To: Mayor Orman and City Council

From: Chris Earl, WRRF Utility Manager

CC: **Preston Newbill, Mike Bender**

Date: January 18, 2022

Re: Garver Engineering LLC Amendment to Professional Services Project No. 20W01294 Amendment No. 1

Staff is recommending the Mayor and City Clerk to amend an agreement with Garver Engineering, LLC to total an amount of $194,550.00 for the Compost Facility improvements. Amendment No. 1 adds and modifies the services for the compost facility located adjacent to the Bentonville Water Resource Recovery Facility (WRRF) at 1901 NE A Street.

The original contract was entered into on May 20, 2021 and included a short term trial installation of an In-Vessel composter. The original contract amount was for $29,550.00 to cover work associated with the temporary installation. Amendment 1 will increase the contract amount by $165,000.00 to facilitate the permanent installations. This item was budgeted in 2021and the agreement is within the budgeted amount

The improvements generally include, design, permitting, and bidding. The anticipated improvements generally include six in-vessel composting units with conveyors including an associated mixer, grinder, electrical service upgrade and power distribution (excluding backup power). Structure associated with the project will include a canopy for composting equipment (approximately 120'x90'), a green waste canopy (approximately 20'x60' with ventilation for drying), and modifications to the SCARAB building for bio-solids storage (push walls).

The pilot testing that was completed in June 2021. It was successful in producing a quality product of compost from the vessel in just 5 days. The product met all ADEQ and Req. 503 standards for Composting of Bio-solids.

After design and bidding the In-vessel project will utilize approximately $2,500,000 of American Rescue Plan Act (ARPA) funds for construction and related equipment or services.

Utility Board passed Amendment 5-0.

Thank you for your consideration of this request.

DocuSign Envelope ID: 5FB32DA6-1818-43F4-8805-45E14D2D92C6

Agreement
For
Professional Services

City of Bentonville, Arkansas

Project No. 20W01294

DocuSign Envelope ID: 5FB32DA6-1818-43F4-8805-45E14D2D92C6

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THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made as of the Effective Date by and between the **City of Bentonville, Arkansas** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "Party" and/or "Parties" respectively.

RECITALS

WHEREAS, the Owner intends to implement compost facility improvements at the Bentonville Water Resource Recovery Facility (WRRF) located at 1901 NE A Street. The improvements generally include pilot testing a bioreactor for in-vessel composting at the WRRF, and subsequent design, permitting, bidding and construction phase services by Amendment for compost facility improvements. The anticipated improvements generally include a new building structure over final product storage, new in-vessel composting units and building (including feed hopper, conveyance equipment, and maintenance platform), conversion of the wind row turner building to a sludge storage building, potential odor control, and minor site and electrical work.

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS GARVER

1. In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section.

   "Effective Date" means the date last set forth in the signature lines below.

   "Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

   "Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

   "Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto ("**Services**"). Execution of this Agreement by Owner constitutes

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Owner's written Notice to Proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee.
For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within sixty (60) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within forty-five (45) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("Amendment"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. In connection with the Project, Owner's responsibilities shall include the following:

DocuSign Envelope ID: 5FB32DA6-1818-43F4-8805-45E14D2D92C6

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver 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 as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and circumstances. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver 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.

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6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Consequently, Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data. and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that Owner shall release Garver, Garver's subconsultants, and their Personnel from liability arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such

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Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions: or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Construction Phase Services.

6.5.1. Construction Phase Services are to be addressed via Amendment to this Agreement.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party.

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Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification. [Not used.]

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of

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shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risk and benefits of the Project both to the Owner and Garver, the risks having allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Owner and all construction contractors and subcontractors on the Project for any and all claims losses cost damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of Garver and its subconsultants to all those named shall not exceed the proceeds of Garver's insurance amounts provided in Exhibit C of this Agreement.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1 Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1 Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties.

10.1.2 Should either Party, after exhausting alternate dispute resolution methods as provided herein, seek to resolve a Dispute by initiating litigation against the other, it is agreed that the prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses.

10.1.3 EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.

10.2 Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

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11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to three percent (3%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

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12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services
Exhibit B – Compensation Schedule
Exhibit C – Insurance
Exhibit D – Form of Amendment

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

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

City of Bentonville, Arkansas

By: [redacted]
Signature

Name: Stephanie Orman
Printed Name

Title: Mayor

Date: May 20, 2021 | 7:42 AM CDT

Attest: [redacted]

Garver, LLC

By: [redacted]
Signature

Name: Randall G. McIntyre
Printed Name

Title: Vice President

Date: May 6, 2021

Attest: [redacted]
Chris Buntin, Senior Project Manager

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EXHIBIT A
(SCOPE OF SERVICES)

GENERAL

Generally, the Scope of Services includes professional services necessary to implement compost facility improvements at the Bentonville Water Resource Recovery Facility (WRRF) located at 1901 NE A Street. The improvements generally include pilot testing a bioreactor for in-vessel composting at the WRRF, and subsequent design, permitting, bidding and construction phase services by Amendment for compost facility improvements. The anticipated improvements generally include a new building structure over final product storage, new in-vessel composting units and building (including feed hopper, conveyance equipment, and maintenance platform), conversion of the wind row turner building to a sludge storage building, potential odor control, and minor site and electrical work.

1.0 TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

1.1 Garver will prepare for and conduct a project kickoff meeting with the Owner for pilot testing and design. The kickoff meeting will include the following:

a) Develop a project management plan, including project objectives, project deliverables, project communication protocol, project schedule, project documentation, and work plan.
b) Prepare kickoff meeting minutes that document discussions and action items.

1.2 Garver will also perform the following throughout the project:

a) Coordinate with team members and subconsultants.
b) Conduct internal review of deliverables with the comments incorporate prior to delivery to Owner.
c) Provide project planning and scheduling including meeting with Owner as required to coordinate the planning and scheduling tasks of this project.
d) Provide Owner with monthly project status reports including progress on work tasks and schedule throughout the project.
e) Submit to the Owner monthly invoices.

2.0 TASK 2 – PILOT TESTING

Garver will perform the following for the pilot testing task.

a) Inform the Solid Waste Management Division of the Arkansas Division of Environmental Quality (DEQ) of the pilot testing plan and schedule via e-mail.
b) Observe the pilot testing performed by Xact Systems Composting NA as a subconsultant to Garver. The Scope of Services assumes a total of six site visits and four hours per site visit.
c) The Scope of Services assumes the Owner will provide laboratory testing to confirm compliance with the DEQ composting facility permit (permit number 0297-SC-R1).
d) The Scope of Services also assumes the Owner will provide unloading and loading of the pilot unit, power, compost mix materials, material mixing and loading assistance, and other items as needed and required by Xact Systems Composting NA.

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e) Garver will prepare a draft technical memorandum to document the pilot testing, results, and design criteria. Garver will also conduct a workshop with the Owner at the WRRF to review and discuss the draft technical memorandum. Garver will incorporate Owner's comments and submit to DEQ for review and comment. The scope of services assumes up to eight hours of coordination with DEQ.
f) Assuming no objections from DEQ, Garver will obtain a quote from Xact Systems Composting NA and prepare a recommendation to waive competitive bidding and pre-purchase the composting units for City Council approval. The Scope of Services assumes Garver will present the recommendation and attend the City Council meeting.
g) Garver will provide electronic (pdf's) of the deliverables to the Owner and DEQ.
h) The Scope of Services assumes pilot testing before July 1, 2021.

3.0 TASK 3 –DESIGN

The scope for this task will be developed and authorized by future Amendments.

4.0 TASK 4 – PERMITTING

The scope for this task will be developed and authorized by future Amendments.

5.0 TASK 5 – BIDDING SERVICES

The scope for this task will be developed and authorized by future Amendments.

6.0 TASK 6 – CONSTRUCTION SERVICES

The scope for this task will be developed and authorized by future Amendments.

9.0 EXTRA WORK

The following items are not included under this agreement but will be considered as extra work or will be provided by the Owner:

(a) Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
(b) Submittals or deliverables in addition to those listed herein.
(c) Meetings/presentations/site visits/hours in addition to those listed herein.
(d) Unless authorized by future amendment(s), design, permitting, bidding, and construction services.
(e) Environmental Services (including but not limited to wetlands, stream modeling and permitting, biological surveys, threatened and endangered species, tribal, cultural resources and archaeological).
(f) Legal, accounting, and funding services.
(g) Laboratory and material testing services.
(h) Design services of any kind.
(i) Construction services of any kind.
(j) Permitting.

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Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.

9.0 SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Date/Calendar Days
Task 1 - Project Management and Administration	Project Duration
Task 2 – Pilot Testing	Draft Pilot Testing Technical Memorandum within 45 days of pilot testing and laboratory data. Final Pilot Testing Technical Memorandum to DEQ within 14 days of Owner Comments. Recommendation to award letter for City Council within 14 days from DEQ concurrence.

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In addition to those obligations set forth in the Agreement, Owner shall:

1. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

2. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under Exhibit A.

3. Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Exhibit A.

4. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

5. Furnish Garver a current boundary survey with easements of record plotted for the Project property.

6. Pay all plan review and advertising costs in connection with the Project.

7. Provide legal, accounting, and insurance counseling services necessary for the Project and such auditing services as Owner may require.

8. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the Project and others as may be necessary for completion of the Project, except as otherwise described in the Services under Exhibit A.

9. Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the Project specific requested information.

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EXHIBIT B
(COMPENSATION SCHEDULE)

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 - Project Management and Administration	$6,100	Hourly Rate + Expenses
Task 2 – Pilot Testing	$18,450	
Subconsultant Pilot Testing Services	$5,000	Direct Cost
TOTAL FEE	$29,550	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be $29,550. The actual total fee may not exceed this estimate without Owner authorization. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2021.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

For pilot testing services, Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for pilot testing services negotiated with Xact Systems Composting NA, or a reasonable alternative, as a subconsultant to Garver, which is estimated to be approximately $5,000.

Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing or otherwise permitted under Section 4, the Owner will pay Garver as expressly set forth in the applicable Amendment.

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(AGREED UPON RATES)

Garver Hourly Rate Schedule: July 2020 - June 2021

Classification	Rates
Engineers / Architects	
E-1	$ 114.00
E-2	$ 127.00
E-3	$ 160.00
E-4	$ 187.00
E-5	$ 231.00
E-6	$ 286.00
E-7	$ 361.00
Planners / Environmental Specialist	
P-1	$ 138.00
P-2	$ 173.00
P-3	$ 215.00
P-4	$ 244.00
P-5	$ 282.00
Designers	
D-1	$ 107.00
D-2	$ 124.00
D-3	$ 149.00
D-4	$ 173.00
Technicians	
T-1	$ 83.00
T-2	$ 105.00
T-3	$ 129.00

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Surveyors	
S-1	$ 52.00
S-2	$ 68.00
S-3	$ 91.00
S-4	$ 131.00
S-5	$ 173.00
S-6	$ 196.00
2-Man Crew (Survey)	$ 209.00
3-Man Crew (Survey)	$ 261.00
2-Man Crew (GPS Survey)	$ 229.00
3-Man Crew (GPS Survey)	$ 281.00
Construction Observation	
C-1	$ 101.00
C-2	$ 130.00
C-3	$ 158.00
C-4	$ 195.00
Management/Administration	
X-1	$ 66.00
X-2	$ 89.00
X-3	$ 123.00
X-4	$ 158.00
X-5	$ 193.00

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EXHIBIT C
(INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000
General Liability	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Professional Liability	
Each Claim Made	$1,000,000
Annual Aggregate	$2,000,000
Excess of Umbrella Liability	
Per Occurrence	$1,000,000
General Aggregate	$1,000,000

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EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
City of Bentonville, Arkansas
Project No. 20W01294

AMENDMENT NO. ___

This Amendment No. __, effective on the date last written below, shall amend the original contract between the **City of Bentonville, Arkansas** (**"Owner**") and Garver, LLC (**"Garver"**)), dated _____ (the "**Agreement**").

This Amendment No. ____ adds/modifies the Services for the:

[Describe improvements and location]

The Agreement is hereby modified as follows:

SECTION [x] – [Insert section heading]

Section [x] of the Agreement is hereby amended as follows:

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

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

City of Bentonville, Arkansas	**Garver, LLC**
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: _____ *Printed Name*
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC, FOR ADDITIONAL ENGINEERING SERVICES RELATED TO THE DESIGN OF COMPOST FACILITY IMPROVEMENTS ADJACENT TO THE BENTONVILLE WATER RESOURCE RECOVERY FACILITY IN A TOTAL AMOUNT NOT TO EXCEED ONE HUNDRED NINTY FOUR THOUSAND FIVE HUNDRED AND FIFTY DOLLARS ($194,550.00), SUPPORTING THE FUTURE USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR THE CONSTRUTION OF SAID IMPROVEMENTS FOLLOWING DESIGN COMPLETION, AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville previously budgeted funds for engineering services related to the design of compost facility improvements adjacent to the Bentonville Water Resource Recovery facility;

WHEREAS, the City of Bentonville engaged in the statutory process for the selection of a professional engineering firm and previously selected Garver, LLC, for the project

WHEREAS, this amendment will allow additional design services, already budgeted, for the continuation of the In –Vessel Project design for the Bentonville Compost Facility, including design, permitting, and bidding of six permanent In-Vessel composters;

WHEREAS, the City of Bentonville intends to utilize American Rescue Plan Act (ARPA) funds to complete the improvements once engineering and design is complete.

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

Section 1: The Mayor and City Clerk are authorized to enter into Amendment No. 1 to the Agreement with Garver, LLC, for additional engineering services related to the design of

compost facility improvements adjacent to the Bentonville Water Resource Recovery Facility, including design, permitting, and bidding of six permanent In-Vessel composters in an amount not to exceed one hundred ninety four five hundred and fifty dollars ($194,550.00);

Section 2: That the Council supports the use of American Rescue Plan Act (ARPA) funds for the future construction of improvements upon completion of design, provided that such construction contract and use of funds shall be awarded pursuant to bid and procurement requirements.

Section 3: This Resolution shall be in full force and effect from and after the date of its passage and approval.

Section 4: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Resolutions: All resolutions or orders of the City Council, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Water Utilities Department**
Submitted by	**Beau Thompson**
Phone	**(479) 271-3140**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance requested by Staff for City Council approval waiving the requirement of competitive bidding for a Cla-Val refill valve at the I street tank location. The estimated cost from Instrument and Supply Inc. for the Cla-Val refill valve is $39,894.14. This is a budgeted item. Utility Board approved 1- 18-2022 by a vote of 5-0.

Estimated Cost	**$39,894.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Waiver of Bid Request

Date of City Council Meeting	**1/25/2022**
Department	**Water Utilities Department**
Submitted by	**Beau Thompson**
Phone	**(479) 271-3140**

Vendor	**Instrument and Supply, Inc.**
Total Cost	**$ 39,894.14**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Instrument and Supply Inc. is the sole source of Cla-Val valves within the State of Arkansas. The refill valve at the I street water tanks failed after being manipulated frequently during the 48" water main repair. Due to the appurtenance's specific dimensions it is critical that the current Cla-val valve is replaced with one of exact dimensions to ensure proper fitment in a series of fittings. Utility Board approved 1-18-2022 by a vote of 5-0.

Justification ***(Enter justification in space below):***

Instrument and Supply Inc. is the sole source of Cla-Val valves within the State of Arkansas. A limited number of independent agents serve various market segments in specific territories. Instrument and Supply Inc. is the agent for our territory. (see attached Sole Source Letter)

8707 Forney Road, Dallas, TX 75227

Ph: 800-533-8181 Fax: 214-381-9579

January 07, 2022

City of Bentonville
Field Operation Supervisor
3200 SW Municipal Drive
Bentonville, Ar. 72712

Subject: Instrument & Supply, Inc. as Sole Contracted Cla-Val Company Agent

Attn: Donald Schmidt
:
The purpose of this letter is to confirm that Instrument & Supply, Inc, 141 Technic Circle Hot Springs, AR 71901 is the sole contracted authorized distributor for **Cla-Val Company** products in all markets for the state of Arkansas.

Nationally we utilize a network of independent agents to serve the various market segments in specific territories. The authorized distributor for **Cla-Val Company** products in these territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the **Cla-Val Company** brand. Instrument & Supply, Inc. is trained in the latest methods in care and startup of **Cla-Val Company** equipment and has the ability to execute warranty claims. As the authorized local **Cla-Val Company** product outlet, Instrument & Supply, Inc. is fully equipped for local technical, commercial and service support and has full backing of **Cla-Val Company**.

Please do not hesitate to contact me if I can provide any additional information

[redacted]

Louis Antos
Regional Sales Engineer

Instrument & Supply, Inc.
P.O. Box 1679, Hot Springs, AR 71902
141 Technic Circle (71901)
Phone: 501-262-3282 Fax: 501-

QUOTATION

Date: 12/28/2021
To: Bentonville Water
Attention Mr. Donald Schmidt
Address: 3200 SW Municipal Dr
City, State, Zip Bentonville, AR 72712
Ph: 479-586-1662
Email: dschmidt@bentonvillear.com

Billing Address: 1000 SW 14th St
Bentonville, AR 72712
PH 479-271-3140

ISI Reference: 1221-06-2801
Salesman: CE

Item No.	QTY	Description	Net Each	Extension
		Cla-val 133-01 Valve		
1	1	12" Cla-val 133-01BYKCP2 for Installation by Bentonville	28934.00	28934.00
		Electronic Control Valve with Backpressure and Flow Metering Controls		
		120VAC solenoids with manual operator. Energize to Open.-Installed		
		12" 150# Flanges		
		CK2 Pilot System Isolation Valve		
		CV Opening and Closing Speed Adjustment Valve		
	2	4" Pressure gauges 0-160PSIG-Installed	141.00	282.00
	1	Epoxy Coating-Interior and Exterior	1091.00	1091.00
		X46 Flow Clean Pilot Strainer		
		VC22D Controller 120VAC-For Installation by Bentonville		
		Differentail Pressure Transmitter-Installed		
		Valve Position Transmitter-Installed		
	1	Upstream Pressure Transmitter for Electronic Backpressure Control	438.00	438.00
	1	Downstream Pressure Transmitter for pressure monitoring	438.00	438.00
	1	Cla-val Factory Technician for valve and controller setup	2625.00	2625.00
	1	Anti-cavitation trim from existing valve shall be re-used and installed by Cla-val. This requires a mechanic's truck and aCla-val mechanic in addition to the Factory technican above.	2625.00	2625.00
		Weight is 1,180 lbs	Subtotal	36433.00
			Taxes	$ 3,461.14
			Total USD	$ 39,894.14

TERMS

Freight: FOB JOBSITE
Lead Time 8 Weeks (approx) from receipt of Purchase Order
Invoicing: 100% at shipment - due Net 30 Days
Taxes: Additional as applicable
Validity: Quote valid for 30 days from quote date.

Thank you for the opportunity to quote our equipment.
If you have any questions please contact our Sales Department at 501-262-3282.

503020-47210

DS - 12" refill valve replacement for I St.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH INSTRUMENT AND SUPPLY, INC. FOR THE PURCHASE OF A REFILL VALVE FOR THE I STREET WATER TANKS, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, the refill valve at the I Street water tanks failed following a recent water main repair;

WHEREAS, this type of refill valve has specific dimensions and characteristics that make it necessary to replace said valve with the same brand and type and is a sole source item in this area;

WHEREAS, soliciting bids would not produce competitive bids as Instrument and Supply, Inc. is the sole provider of the desired valve.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a Cla-Val refill valve for the City of Bentonville Water Department I Street Water Tanks, in the amount of thirty nine thousand, eight hundred ninety four dollars and fourteen cents ($39,894.14) as per the Proposal attached hereto as Exhibit A.

Section 2: Because this valve is a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance and waiver of bid to purchase 15 kV breakers from Siemens Industry, Inc. for the expansion of Substation "I" for $112,353 plus tax (estimated to be $10,673.54). This is a sole source items and matches existing breakers used in all of Bentonville's substations. Approved by Utility Board 5-0.

Estimated Cost	**$123,026.54**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Budget adjustment from reserves.

Waiver of Bid Request

Date of Utility Board Meeting	**1/18/2022**
Department	**Electric Utility Department**
Submitted by	**Travis Matlock, PE**
Phone	**(479) 271-5941**

Vendor	**Siemens Industry, Inc.**
Total Cost	**$ 123,026.54**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Electric Dept. staff recommends waiving the requirements for competitive bidding and purchasing (6) 15 kV substation breakers (and 1 set of replacement parts) from Siemens Industry, Inc. for $112,353 plus tax (estimated to be $10,673.54) to be used in the expansion of Substation "I". These breakers match the breakers in all other Bentonville Substations. Approved by Utility Board 5-0.

Justification ***(Enter justification in space below):***

Bidding is not feasible due to purchasing the breakers directly from the manufacturer in order to match the others in Bentonville's system.

M E M O R A N D U M

DATE: January 25, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **15 kV Breakers for "I" Sub**

Electric Dept. staff recommends waiving the requirements for competitive bidding and purchasing (6) 15 kV substation breakers (and 1 set of replacement parts) from Siemens Industry, Inc. for $112,353 plus tax (estimated to be $10,673.54) to be used in the expansion of Substation "I".

With the growth in the SW portion of town, Substation "I" needs to be expanded (2nd transformer added). With the WMT Campus construction, BEUD will re-use an existing transformer in the expansion, but the breakers still need to be purchased. These breakers are the same 15 kV breakers we have used in all recent substation construction and are a sole source item. They will be purchased using money from the Electric Dept. reserves.

Siemens Industry, Inc.
7000 Siemens Road, Wendell, NC 27591 United States of America

AMPIRICAL SOLUTIONS LLC

Name Vaishnavi Kumar
Department RC-US SI DS OFF AE3
Applications Engineer
Telephone (919) 607-4623
E-mail Vaishnavi.kumar@siemens.com
Date November 30, 2021

Project Name: **Ampirical- Bentonville MV Breakers (CPG)**
Siemens Reference: **SF21436935**

Thank you for the opportunity afforded to Siemens Industry, Inc. to quote on this project.

Please find the attached Siemens technical and commercial proposal, which will remain in effect for 30 days from date of issue.

Should you have any questions or require additional clarification, please do not hesitate to contact the undersigned.

With kind regards,

Vaishnavi Kumar

Rev #	Date	Description
0	11/30/2021	Initial Firm Offer

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Scope of Supply

Item	Product Name	Quantity	Unit price	Total price
1	SDV7-SE 15kV-25kA-1200A	5.00	$18,042.00	$90,210.00
2	SDV7-SE 15kV-25kA-2000A	1.00	$20,838.00	$20,838.00
			Offer Amount:	**$111,048.00**

See “System Specifications and General Bill of Material” section in this proposal for greater detail.

Optional Features and Spare Parts:

Item	Description	Price
3	Arc Resistant Enclosure Tested to ANSI/EEE C37.20.7 for accessibility type 2B for 15kV Breakers	(Per Breaker) $700.00
4	Optional Recommended Spares	See Below

Item	Recommended Spare Parts for Spring Breakers	Unit Price
4a	Trip Coil, Primary, 125 VDC, 5 cycle	$200.00
4b	Close Coil, Primary, 125 VDC	$200.00
4c	Anti-Pump Auxiliary Relay, 125 VDC	$125.00
4d	Spring Charging Motor, 125 VDC	$400.00
4e	Primary Bushing 15kV, 1200A (Each)	$675.00
4f	Primary Bushing, 15kV, 2000A (Each)	$750.00
4g	One complete set of Door Gaskets (12 nos.)	$70.00
4h	One complete set of Bushing Gaskets (6 nos.)	$280.00
4i	ANSI 61 Spray Touch-up Paint	$30.00

Note: Spare parts pricing above valid only if parts are purchased with circuit breakers. Customer may select any or all of these based on their requirements.

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Progress Milestone Payments (Equipment).

The following progress payments will apply to this project. Partial shipments will be invoiced at their corresponding value. Any billing plan different to the one below must be mutually negotiated, prior to purchase order issuance.

Upon shipment or when placed into storage in the event shipping is delayed by Buyer	100.00 %

Cancellation schedule

In the event that Buyer cancels the purchase order, or portions of the purchase order in writing, the following charges, as a percentage of the total purchase order price for the order, or applicable portions thereof, will apply:

After receipt of order, or before approval drawings are completed	15.00%
After approval drawing completion, but before release to manufacturing	30.00%
Before start of fabrication, but after major component purchase	60.00%
After start of fabrication, but before start of assembly	80.00%
After assembly has started	100.00%

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Product Description:

SDV7 non-arc-resistant and SDV7-AR arc-resistant medium-voltage, outdoor distribution circuit breakers:

Ratings Offered:

- 15.5 kV, 20 kA to 40 kA, 1,200 A to 3,000 A, 110 kV BIL
- 27.6 kV, 20 kA to 25 kA, 1,200 A to 2,000 A, 150 kV BIL
- 38.0 kV, 20 kA to 40 kA, 1,200 A to 2,500 A, 200 kV BIL

Operating Mechanisms Offered:

- Spring Actuated
- Magnetic Actuated

Enclosure Offered:

- Standard: non-arc-resistant, type SDV7
- Optional: arc-resistant, accessibility type 2B to ANSI/IEEE C37.20.7, type SDV7-AR

Features include:

- Extended capacitor switching (optional)
- Tested for out-of-phase switching ratings (ANSI/IEEE C37.09)
- Large relay and control compartment
- Stainless steel exterior hardware
- Porcelain dry-type bushings with extended creep
- Highly reliable vacuum interrupters - MTTF over 53,000 years
- Pair with Siemens protective relays to match any typical application
- Moderate and high seismic qualification (Zones 1-4) available
- Meets or exceeds the latest ANSI, IEEE and NEMA standards
- ANSI/IEEE "rain tested" enclosure (ANSI/IEEE C37.20.2-1999)

Product Information:
http://w3.usa.siemens.com/powerdistribution/us/en/product-portfolio/SDV7-Distribution-Circuit-Breaker/Pages/SDV7.aspx

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System Specifications and General Bill of Material – ITEM 1

ITEM1: SDV7-SE 15kV-25kA-1200A	
Customer Name	Ampirical Solutions Llc
Project Name	Ampirical- Bentonville MV Breakers (CPG)
Siemens Proposal ID#	SF21436935
Customer Item Designation	SDV7-SE 15kV-25kA-1200A
System	
Design Type	SDV-7 Non Arc Vented
Rated Voltage	15.5kV
Rated Current	1200 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	25kA
Rated Closing and Latching Current	65 peak kA
Full Wave Impulse Withstand (kV)	110
Enclosure	
Cabinet material	Carbon Steel
Roof material	Carbon Steel
Internal Ground bar	One Ground bar required
Exterior Paint	ANSI 61
Connections	
Stud Connector	1.25” Tin-Plated Bronze to 4 Hole Pad
Ground Connector	Bronze 2 hole to Cable #6-800 MCM
Control Terminal Blocks	Bussmann-Cooper
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater ½ Voltage, 600 W
Controls	
Release Combinations	1. Spring Trip Coil ----------
Control voltage - spring motor	DC 125 V
Control voltage - closing coil	DC 125 V
Control voltage - trip coil	DC 125 V (5 cycle)
Auxiliary Switch, Plug Connector	12NO_12NC
Control Disconnect	Disconnect MCCB

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Specials	
Selection of Outlet and Light	Convenience Outlet / Light and Switch Required
Convenience Outlet with Light Switch	GFCI RCPT 20A LT SW MCCB
Loss of Control Voltage Motor	Required
Loss of Control Voltage Close coil	Required
Loss of Control Voltage Trip Coil	Required
Loss of Control Voltage Heater	Required
SDV7 Breaker Certified Test Report	Required
Hand Crank for Manual Charging of the spring	Required
Emergency Trip	Pull to Trip

Accessories	
Qty	Description
6	Stud Connector, 1.25” Tin-Plated Bronze to 4 Hole Pad
2	Ground Connector, 1-500Kcmil
1	Shorter handcrank for charging VCB

Circuit Breaker				Total Quantity	1
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	Qty
SDV7-SE	1200A	25kA	1x Spring Trip Coil	65 peak kA	1

Current Transformer	Total Quantity	12
Type	Ratio	Qty
C400 Accuracy, Multi-Ratio Bushing CTs at 1-2-3-4-5-6 X & Y	1200:5A	12

Bill of Material			
Qty	Part Number	Catalog	Description
1	15172212215	KRPA-11AG-120	AUX.RLY,S.R,120VAC,D
3	77620000069	5SJ4218-7HG41	MCB,2P,15A, 240VAC /125VDC
1	77704000243	5SJ4120-7HG41	MINIATURE CIRCUIT BREAKER,1P,20A
3	77905627112	KRPA-11-DG-125	CTRL.RELAY,125VDC,DP
4	77905627286	27E891	SOCKET,KRPA RELAY,120VAC,DPDT

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System Specifications and General Bill of Material – ITEM 2

ITEM1: SDV7-SE 15kV-25kA-2000A	
Customer Name	Ampirical Solutions Llc
Project Name	Ampirical- Bentonville MV Breakers (CPG)
Siemens Proposal ID#	SF21436935
Customer Item Designation	SDV7-SE 15kV-25kA-2000A
System	
Design Type	SDV-7 Non Arc Vented
Rated Voltage	15.5kV
Rated Current	2000 A (ANSI)
Frequency	60Hz
Breaker Rating Basis	25kA
Rated Closing and Latching Current	65 peak kA
Full Wave Impulse Withstand (kV)	110
Enclosure	
Cabinet material	Carbon Steel
Roof material	Stainless Steel
Internal Ground bar	One Ground bar required
Exterior Paint	ANSI 61
Connections	
Stud Connector	1.75" Tin-Plated Bronze to 4 Hole Pad
Ground Connector	Bronze 2 hole to Cable #6-800 MCM
Control Terminal Blocks	Bussmann-Cooper
Shorting Terminal blocks	General Electric
Wiring Lug	Insulated Ring Tongue / Panduit
Heaters	
Heater Application	Heater ½ Voltage, 600 W
Controls	
Release Combinations	1. Spring Trip Coil ----------
Control voltage - spring motor	DC 125 V
Control voltage - closing coil	DC 125 V
Control voltage - trip coil	DC 125 V (5 cycle)
Auxiliary Switch, Plug Connector	12NO_12NC
Control Disconnect	Disconnect MCCB

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Specials	
Selection of Outlet and Light	Convenience Outlet / Light and Switch Required
Convenience Outlet with Light Switch	GFCI RCPT 20A LT SW MCCB
Loss of Control Voltage Motor	Required
Loss of Control Voltage Close coil	Required
Loss of Control Voltage Trip Coil	Required
Loss of Control Voltage Heater	Required
SDV7 Breaker Certified Test Report	Required
Hand Crank for Manual Charging of the spring	Required
Emergency Trip	Pull to Trip

Accessories	
Qty	Description
6	Stud Connector, 1.75” Tin-Plated Bronze to 4 Hole Pad
2	Ground Connector, 1-500Kcmil
1	Shorter handcrank for charging VCB

Circuit Breaker				Total Quantity	1
Type	Current Rating	MVA/KA Rating	Trip Coil	Close & Latch Rating	Qty
SDV7-SE	2000A	25kA	1x Spring Trip Coil	65 peak kA	1

Current Transformer	Total Quantity	12
Type	Ratio	Qty
C400 Accuracy, Multi-Ratio Bushing CTs at 1-2-3-4-5-6 X & Y	2000:5A	12

Bill of Material			
Qty	Part Number	Catalog	Description
1	15172212215	KRPA-11AG-120	AUX.RLY,S.R,120VAC,D
3	77620000069	5SJ4218-7HG41	MCB,2P,15A, 240VAC /125VDC
1	77704000243	5SJ4120-7HG41	MINIATURE CIRCUIT BREAKER,1P,20A
3	77905627112	KRPA-11-DG-125	CTRL.RELAY,125VDC,DP
4	77905627286	27E891	SOCKET,KRPA RELAY,120VAC,DPDT

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Commercial considerations

Terms and conditions

Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services will apply. Siemens hereby takes exception to any additional or different terms set forth in purchaser's request for proposal, specification, purchase order or any other document of purchaser. Siemens is willing to negotiate mutually agreeable terms and conditions as part of the contract negotiation process, however acceptance of additional or different terms must be specifically agreed to in writing by Siemens

Quotation validity

This proposal will remain in effect for 30 days, unless changed in the interim upon written notice from Siemens. Documents and related correspondence shall be sent to the local Siemens office or an authorized Siemens distributor. The proposal is based upon Siemens interpretation of the plans and specifications and is subject for correction for errors. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties.

Conditions of sale

Price policy	Prices are firm for quoted shipment. In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., prices shall be increased ½ % of total purchase order price for each full month or fraction thereof that shipment is delayed beyond the specified shipping date. In case of customer delays, price escalation on material/services supplied by our sub-suppliers will have to be reconfirmed separately.
Payment terms	Progress payment per schedule in this offer, which is subject to credit approval. All payments are due NET 30 days from date of each invoice.
INCO & Delivery:	2010 - DAP. Freight prepaid and allowed to contiguous USA. Additional freight charges will apply for destinations outside the contiguous USA.
Other terms	Unless stated in writing by Siemens, Siemens' prices exclude charges for unloading, storage, insurance, taxes, tariffs charged on the importation of goods into the United States, excises, fees, duties, or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens.
Back charges:	Siemens will only accept reasonable back charges if notified in writing within five days of customer identifying a repair is needed and afforded an opportunity to cure within a commercially reasonable time.

Restricted information
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Purchase Order:	In the event a purchase order is generated based on the scope of supply described in this proposal, the purchase order must have the following information included to process the order and eliminate delays during the order entry process. **For NEW customers to Siemens please provide a tax certificate and W-9 form prior to or upon submission of a purchase order.** 1. The customer's Purchase Order must be made payable to: **Siemens Industry, Inc.** 7000 Siemens Road Wendell, NC 27591 2. The correct proposal/revision number should be referenced on the purchase order. 3. PO must refer to the Siemens Industry, Inc. Standard Terms and Conditions of Sale for Products and Services or any pre-negotiated terms with Siemens Industry, Inc., as the case may be, to be the applicable terms for the order. 4. The purchase order net price must match the proposal price as outlined in the proposal summary.
Storage	In the event shipment is delayed for any reason that is beyond the control of Siemens Industry, Inc., and the equipment needs to be kept in storage, a storage fee in the amount of 1.5% of the equipment value shall be charged per month on the first day of each month. In the event that shipment is delayed for reasons beyond our control, payment shall be effected against shipping agent's confirmation that the material is ready for shipment or storage.
Warranty	The warranty period will be 18 months from the date of shipment (bill of lading) or 12 months from date of commissioning, whichever event may occur first. For details related to the specific guidelines of Siemens Warranty please refer to Standard Terms and Conditions of Sale for Products and Services www.usa.siemens.com/mvterms

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Export Control	Buyer agrees to comply with all applicable export laws and regulations relating to the resale, exportation, transfer, assignment, disposal or use of the goods, including any Purchaser acknowledges that [SOC/Seller/Contractor/Consortium] is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, usage of the [Work/Equipment/Services] provided under the Contract, including any export license requirements. Purchaser agrees that such [Work/Equipment/Services] shall not indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations of the continuing performance by [SOC/Seller/Contractor/Consortium] of its obligations hereunder that compliance with such export laws and regulations be maintained at all times PURCHASER AGREES TO INDEMNIFY AND HOLD [SOC/SELLER/CONTRACTOR/CONSORTIUM] HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
Conflict Minerals	Siemens will make commercially reasonable efforts to comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act's provisions requirements concerning conflict minerals. Conflict minerals as defined herein mean tin, tantalum, tungsten and gold ("Materials"). Specifically, Siemens will exercise reasonable efforts to identify, through Siemens AG's global supply system, the source and chain of custody of the Materials used in the Products to the extent of the information available to Siemens; and will, upon reasonable advance written request, provide Buyer with a complete and accurate conflict mineral report detailing the source and chain of custody of Materials (in a format that is as comprehensive as called for by the Industry Electronic Citizenship Coalition ("EICC") and the Global e-Sustainability Initiative ("GeSI") reporting template.

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Schedule

The table(s) below provides typical project lead times for projects requiring approval drawings (Approval)

- The project cycle starts after receipt of a technically and commercially clear purchase order.
- **The quoted lead times are based on current engineering and factory production capacity. Actual lead times are dependent on available production capacity at time of order entry and return of approved drawings.**

Description	Submission of approval drawing package[1]	Customer review	Equipment ready for shipment (after release to manufacture)	Factory Acceptance Testing (FAT), if applicable (additional charges may apply)	Total cycle time to shipment from factory
SDV7-SE 15	5	2	18	**XX**	**25 (**weeks)

****Above lead time is our 'Ready to Ship' date. Additional 2 weeks' time estimated for delivery.**

[1]Submission of approval drawing package consists of:

- General arrangement and floor plan with primary one-line diagram
- General information
- Three-line diagram
- Schematic
- Panel arrangement
- Accessories list
- Nameplate engraving
- Electrical bill of materials

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Comments and clarifications

The quoted price is based on the following documents, which are received with the request for quote:

Commercial Documents

1. No document submitted.

Technical Documents

Specification:

a. Identical to SO 3008954339, with GFCI receptacle & light and MCCB added.

Commercial Comments

1. The **Customer Visual Inspection (CVI)** is an opportunity for the Customer Representative to visit our manufacturing facility for the purpose of visually inspecting their equipment. This includes a general survey of such things as the number of sections, general configuration, components used, shipping plans/splits, etc. Inspection does not include any type of powering up of the gear or any functionality test. An inspection does not include the support of the testing personnel on the floor. The factory will not charge the customer for a CVI visit. Food, travel, lodging, permits and miscellaneous expenses are to be borne by the customer.
2. The **Factory Acceptance Test (FAT)** is an opportunity for the Customer Representative to witness the testing of their equipment. A FAT will include a review of the engineered drawings prior to the floor visit to ensure understanding of functionality/sequence of operations, etc. The floor testing will consist of a functionality test of the overall gear as well as any testing required by applicable (ANSI/IEEE or NEMA/UL) codes or standards. Siemens encourages all customers to visit and tour our facility. If a FAT is required, a price adder of $2,500.00 for the first day and $1,000.00 per day until the FAT is complete applies for individuals or a group. FAT prices shown are only valid when conducted at the respective manufacturing facilities for the equipment. Food, travel, lodging, permits and miscellaneous expenses are not included in the above and are to be borne by the customer. If circumstances surrounding COVID-19 prevent an in-person FAT at a Siemens factory, we will offer a remote video FAT as an alternate. For more information regarding Siemens FAT offerings: http://usa.siemens.com/fat
3. Field service, start-up, testing, commissioning, training and analysis/studies are to be supplied by others unless explicitly outlined in the scope of supply.
4. Relay settings, relay programming, system studies, coordination, interfacing and installation are to be supplied by others unless explicitly outlined in the scope of supply. Should this scope be required please refer to the “System Engineering Service” rate sheet at the end of the proposal.
5. Certificates for items such as seismic ratings are available for the standard product design. Project-specific certificates are not included in this proposal unless explicitly listed in the scope of supply.
6. This proposal is based on our best interpretation of the single line drawing and specification, and Siemens reserves the rights to revise the quotation if our interpretation differs from actual requirements.

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7. Additional technical comments and clarifications may be generated during the detailed engineering phase of the project.

8. This document and any other document specifically referred to as being a part hereof constitute the entire agreement on the subject matter, and shall not be modified except in writing signed by both parties

9. Siemens' obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos (or any sanctions).

10. Goods quoted in this proposal are manufactured in Mexico, a NAFTA country. Any applicable Buy American provisions must be reviewed by Siemens to determine compliance. Customer must notify Siemens of any applicable Buy American requirements and provide Siemens with a complete and accurate copy of the applicable Buy American provisions. Siemens reserves the right to reject any order where compliance with Buy American requirements is not possible or cannot be determined.

11. Siemens takes exception to external Codes of Conduct, Quality, Drug and Safety programs and policies. This offer is based on Siemens Code of Conduct, Quality, Drug and Safety programs and policies.

12. Insurance endorsements, bonds and all other forms of surety, if required, shall be provided in accordance with Siemens guidelines using Siemens standard forms and rates.

13. Hard copies of the Siemens standard Installation, Operation and Maintenance manuals will be included in the accessories of the shipment. An electronic copy of the standard manual can be provided, upon request, by the Project Manager or Contract Administrator assigned to the project. Requirement for Special Operation and Maintenance Manuals will require a separate line item on the purchase order. Additional fees & time will apply to provide such special manuals, unless explicitly stated as included in our proposal.

14. To the extent a contract arising from this proposal is intended to be a “covered contract” (as such term is defined in the Safer Federal Workforce Task Force COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors dated September 24, 2021), the purchase order governing performance of this work must separately and specifically include the FAR clause which imposes the requirements of Executive Order 14042, so that Siemens may appropriately align its resources for compliant performance.

15. It has now become clear that COVID-19 may, in unpredictable ways, affect business activities that are essential to the performance of the Siemens’ scope of work. Siemens is closely monitoring the development of COVID-19 and its associated impacts, and will endeavor to (as promptly as they are known) inform AMPIRICAL SOLUTIONS LLC of the impacts that COVID-19 has or may have on Siemens’ manufacturing, supply chain, operations, logistics, and personnel relating to Siemens’ scope of work, if any. As the full impacts from COVID-19 are currently unknown and are unknowable at this time, Siemens will provide AMPIRICAL SOLUTIONS LLC with written notice of any schedule impacts resulting from COVID-19. Siemens shall be entitled to schedule relief to the extent necessary to overcome any unknown impacts from COVID-19. If you have any questions or concerns respecting this Order Acknowledgment or the COVID-19 points discussed herein, please contact the Siemens Project Manager responsible for this work to resolve such concerns as soon as possible.

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CLARIFICATIONS/DEVIATIONS/EXCEPTIONS:

Item	Ref Doc	Section	C/D/E	Description
1	-	-	C	The proposed breakers are identical to SO 3008954339, with GFCI receptacle & light and MCCB added.

Siemens Industry, Inc.
Standard Terms and Conditions of Sale for Products and Services
January 1, 2015 (Rev. 1)

This proposal is quoted using Siemens Industry Inc. Standard Terms and Conditions of Sale for Products and Services. The terms and conditions can be reviewed in their entirety by following the link below:

www.usa.siemens.com/mvterms

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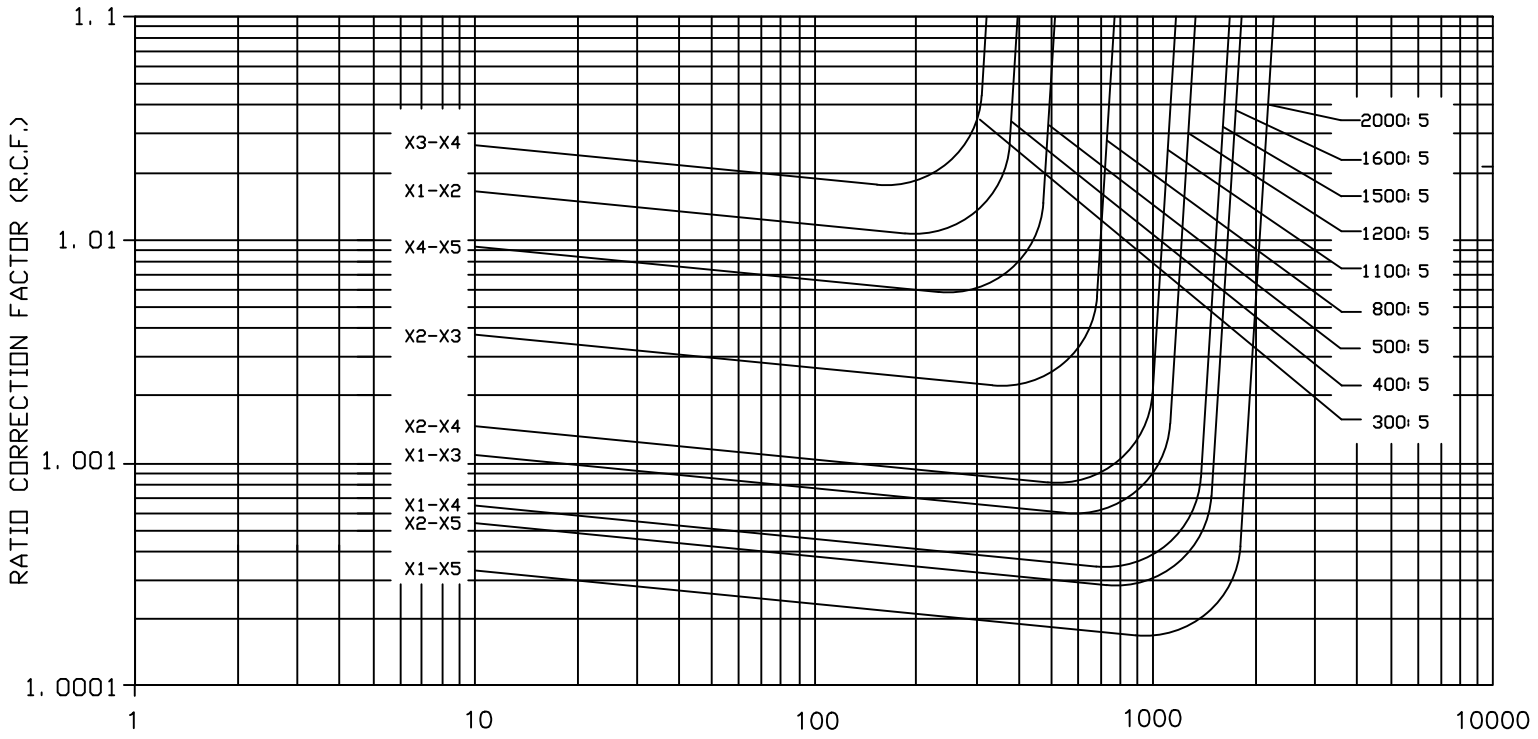
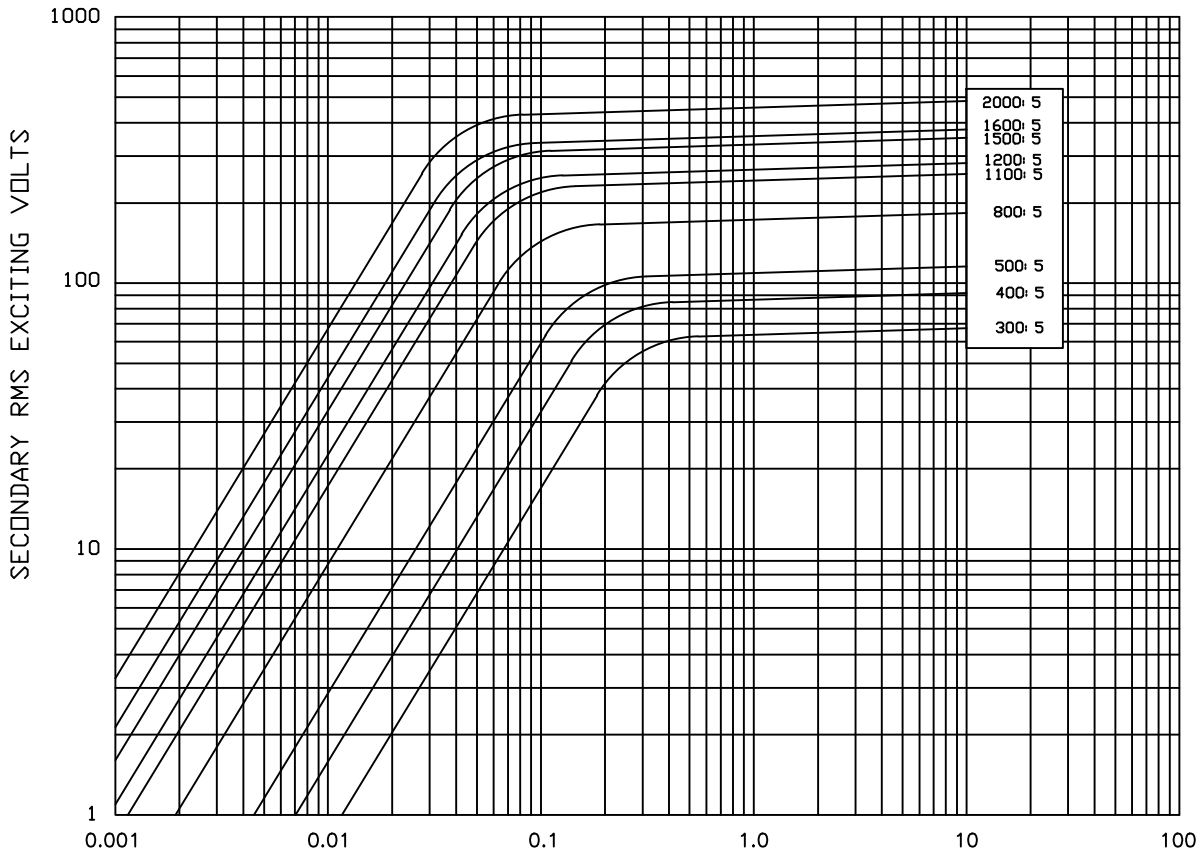
OVERCURRENT RATIO CHARACTERISTICS

TYPE: BCM CURVE No. EGR-1TB-J1202-00
RATIO: 2000:5 BURDEN: 4 OHMS FREQUENCY: 60HZ



SECONDARY EXCITATION CHARACTERISTICS

TYPE: BCM CURVE No. EGR-1TB-J1202-00
RATIO: 2000:5 FREQUENCY: 60HZ



0.0024 OHMS/TURN @ 75 C
0.765 Es/TURN @ KNEE

80	160	60	100	TURNS
0.192	0.384	0.144	0.24	OHMS
□1	□2	□3	□4	□5

NOTES:
1. THERMAL RATING FACTOR (TRF) = 2.0
2. RELAY CLASS: C400 @ 2000:5
3. METERING CLASS: 0.3 B1.8 @ 2000:5

C.T. RATIOS, M.R. TYPE

T□r□ □□□□	□ 3 □□ 4	□ 1 □□ 2	□ 4 □□ 5	□ 2 □□ 3	□ 2 □□ 4
R□□o	300 □5A	400 □5A	500 □5A	800 □5A	1100 □5A
T□r□ □□□□	□ 1 □□ 3	□ 1 □□ 4	□ 2 □□ 5	□ 1 □□ 5	
R□□o	1200 □5A	1500 □5A	1□00 □5A	2000 □5A	

CURVES REPRESENT STANDARD ACCURACY, 2000:5
MULTI-RATIO BUSHING CURRENT TRANSFORMER
SIEMENS PART NO. A7ER77910100033

STANDARD DRAWING

DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

USED ON: SDV MFG. PROJ. VARIOUS CAD GENERATED, DO NOT CHANGE MANUALLY.

03	11-08-2018	DKD	REVISED SECONDARY EXCITATION CHARACTERISTICS.
02	10/07/2013	DKD	REVISED "USED ON" REFERENCE TO SDV. WAS SDV6.
01	11/29/08	DLC	

SIEMENS
Siemens Industry Inc.
Raleigh, NC

1-PLACE DECIMAL ±
2-PLACE DECIMAL ±
3-PLACE DECIMAL ±
ANGULAR
MACHINED SURFACE TEXTURE
SIMILAR TO
DR DLC
CH
APP DC

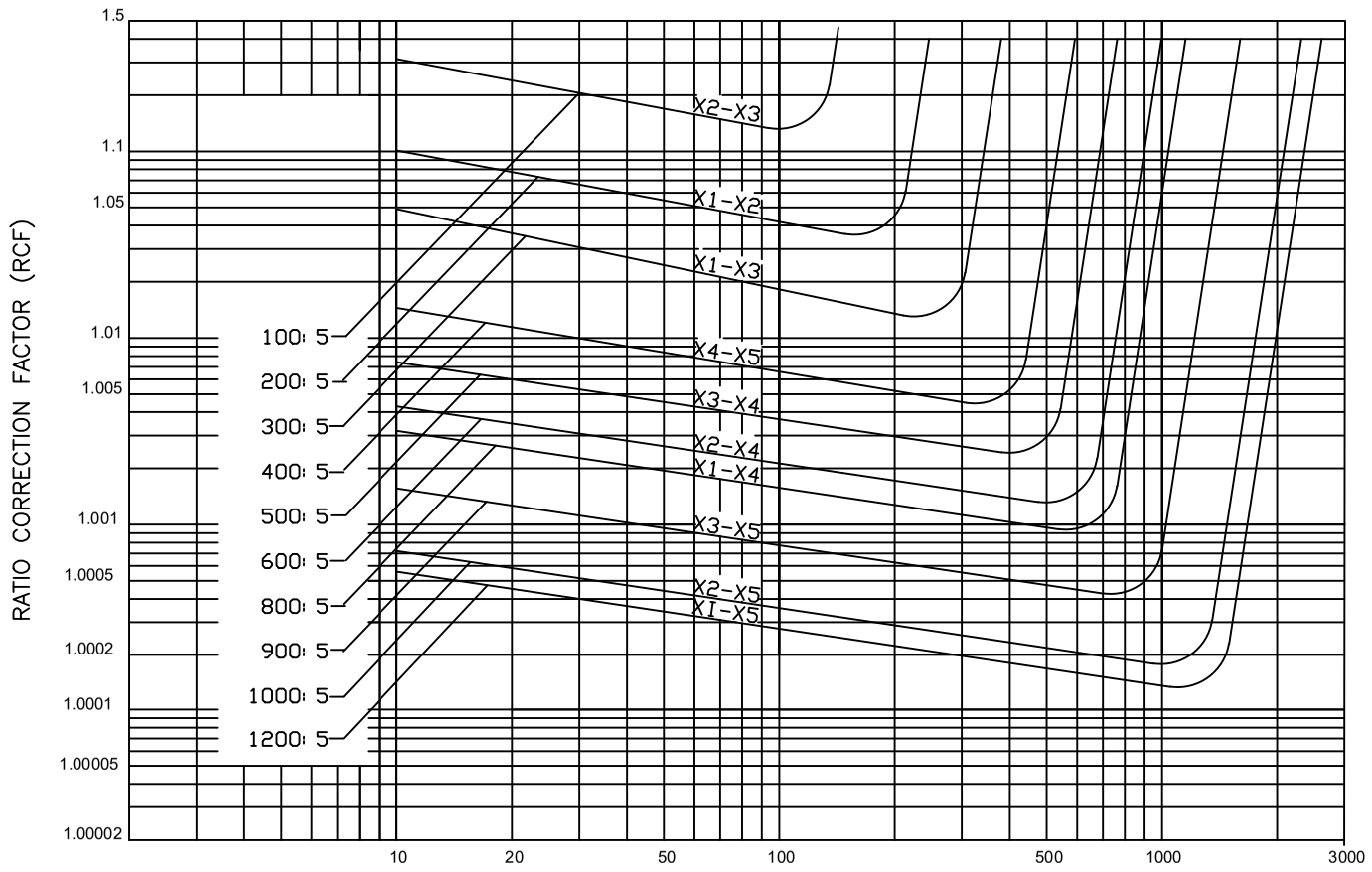
SIEMENS SALES ORDER:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE: SDV7-**	SIEMENS Siemens Industry Inc. Raleigh, NC
CUSTOMER:		SCALE: NTS	DOCUMENT NAME: ACCURACY CURVES, 2000:5, MR BCT, C400 SDV7-** 15.5-20-2000
CUSTOMER PROJECT:		DRAWN:	
GROUP:		APPRV:	
CUSTOMER ORDER:		DATE: DATE	QTY:

MATERIAL		PART NUMBER 18761292433		
WEIGHT (LBS)	PART NAME: ACCURACY CURVES, 2000:5, MR BCT, C400	SCALE: NTS	CHARACTERISTICS	SHEET NO.: 01-F

REV'D 04/02/2012

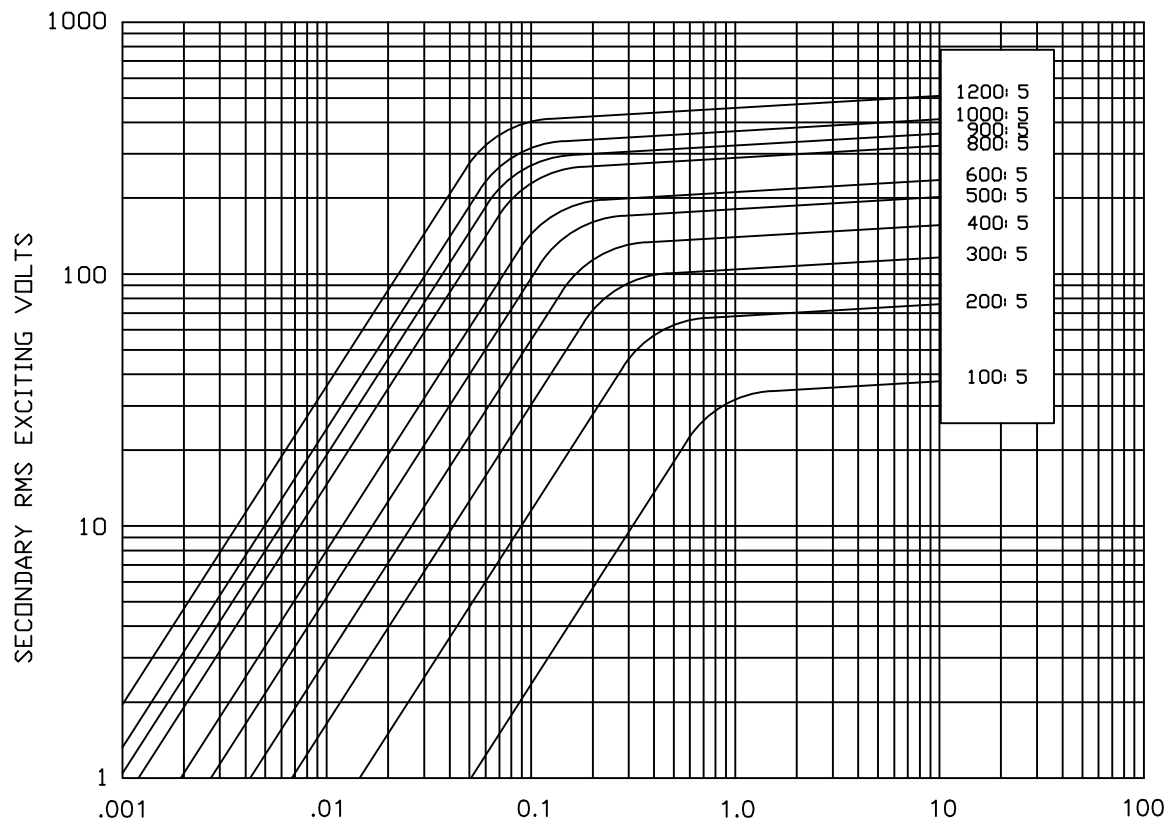
OVERCURRENT RATIO CHARACTERISTICS

TYPE: BCM CURVE No. EGR-1TB-J1122-01
RATIO: 1200:5 BURDEN: 4 OHMS FREQUENCY: 60HZ



SECONDARY EXCITATION CHARACTERISTICS

TYPE: BCM CURVE No. EGR-1TB-J1122-01
RATIO: 1200:5 FREQUENCY: 60HZ



.0031	OHMS/TURN @ 75 C
1.48	Es/TURN @ KNEE

40	20	100	80	TURNS
0.124	0.062	0.31	0.248	OHMS
□1	□2	□3	□4	□5

NOTES:
1. THERMAL RATING FACTOR (TRF) = 2.0
2. RELAY CLASS: C400 @ 1200:5
3. METERING CLASS: 0.3 B1.8 @ 1200:5

C.T. RATIOS, M.R. TYPE

T□r□ □□□□	□2 □□3	□1 □□2	□1 □□3	□4 □□5	□3 □□4
R□□o	100 □5A	200 □5A	300 □5A	400 □5A	500 □5A
T□r□ □□□□	□2 □□4	□1 □□4	□3 □□5	□2 □□5	□1 □□5
R□□o	□00 □5A	800 □5A	□00 □5A	1000 □5A	1200 □5A

CURVES REPRESENT HIGH ACCURACY, 1200:5
MULTI-RATIO BUSHING CURRENT TRANSFORMER
SIEMENS PART NO. A7ER77910100037

SIEMENS SALES □RDER:	PRELIMINARY: APPR□VAL: CERTIFIED:	PR□DUCT TYPE	SIEMENS Siemens Industry Inc. Raleigh, NC
LINE ITEM:		SDV7-**	
CUSTOMER:		SCALE NTS	D□CUMENT NAME: ACCURACY CURVES, 1200:5, MR BCT, C400 SDV7-** 15.5kV-20-1200-RP
CUSTOMER PROJECT:		DRAWN: DMJ	
GR□UP:		APPRV: DMJ	
CUSTOMER □RDER:		DATE: 09-14-2015	QTY:

STANDARD DRAWING

DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

USED ON: SDV MFG. PROJ. VARIOUS CAD GENERATED, DO NOT CHANGE MANUALLY.

03	11-06-2018	DKD	REVISED SECONDARY EXCITATION CHARACTERISTICS.
02	10/07/2013	DKD	REVISED "USED ON" REFERENCE TO SDV. WAS SDV6.
01	11/29/08	DLC	

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Raleigh, NC

1-PLACE DECIMAL ±
2-PLACE DECIMAL ±
3-PLACE DECIMAL ±
ANGULAR
MACHINED SURFACE TEXTURE
SIMILAR TO
DR DLC
CH
APP DC

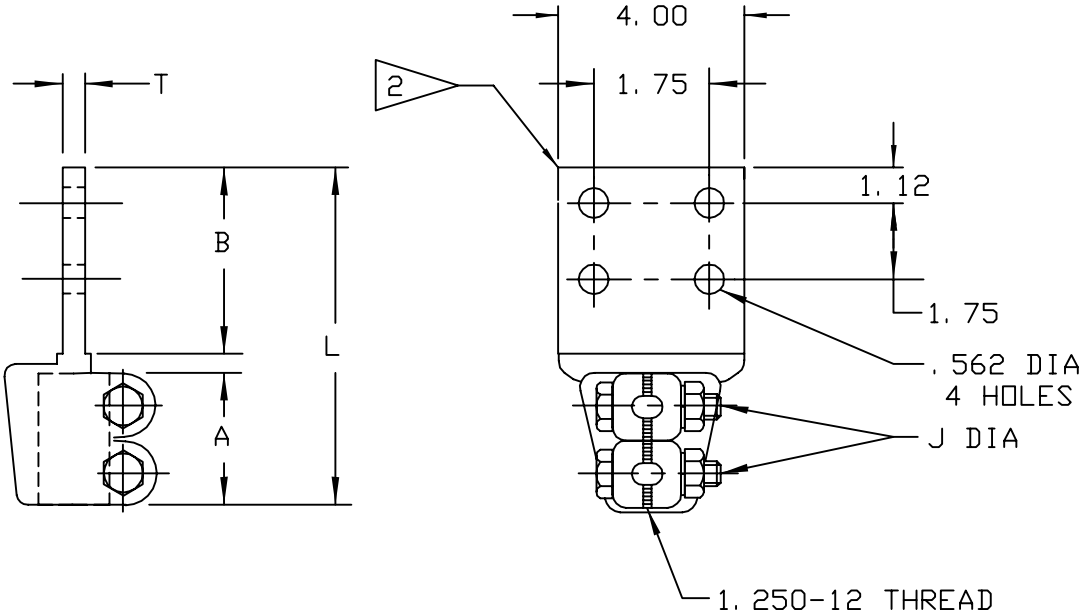
MATERIAL
PART NUMBER 18761292437
WEIGHT (LBS)
PART NAME ACCURACY CURVES, 1200:5, MR BCT, C400
SCALE NTS
CHARACTERISTICS
SHEET NO. 01-F

REV'D 04/02/2012

APPROVED VENDORS	CATALOG NO.	A	B	J	L	T	ALTERNATE
BURNDY	FD66D6W	1.75	4.00	.38	6.84	.38	
DELTA	PM58C12-1-412-E	1.50	4.50	.38	6.38	.38	
H.J. ENTERPRISES	BHDSF40-005TP	2.38	4.25	.50	7.00	.38	

NOTES:

1. DIM. SHOWN ARE VENDOR REF DIM.
2. ROUNDED OR SQUARED CORNERS, VENDOR'S OPTION.
3. TIN PLATE PER ACP5-631B



SIEMENS SALES ORDER:	PRELIMINARY: APPROVAL: CERTIFIED:	PRODUCT TYPE SDV7-**	SIEMENS Siemens Industry Inc. Raleigh, NC
LINE ITEM:			
CUSTOMER:		SCALE NTS	DOCUMENT NAME: STUD CONNECTOR, BRONZE, TIN PLATED 1.25 STUD TO 4 HOLE FLAT PAD SDV7-** 27.6-25-1200
CUSTOMER PROJECT:		DRAWN:	
GROUP:		APPRV:	
CUSTOMER ORDER:		DATE: DATE	QTY:

STANDARD DRAWING

DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

USED ON: SDV 2R: * CAD GENERATED, DO NOT CHANGE MANUALLY.

05	10/08/13	REVISED "USED ON" REFERENCE TO SDV. WAS SDV4. DKD
04	01/21/10	REVISED APPROVED VENDORS LIST. DMJ
03	05/09/01	ADDED NEW VENDOR E_SDV-010418A RTG
02	01/12/01	BAAN SYNC RTG E_SDV-010207C
01	01/27/99	

SIEMENS
Siemens Industry Inc.
Raleigh, NC

1-PLACE DECIMAL ±
2-PLACE DECIMAL ±
3-PLACE DECIMAL ±

ANGULAR

MACHINED SURFACE TEXTURE

SIMILAR TO

DR DLC
CH DLC
APP DC

BULLETIN 10/13

DATA BASE 721\62432101

MATERIAL MAKE FROM: 72-112-054-042

N-C 2: N

CURRENT DATE 3-8: 10/08/2013

PART NUMBER 9-19: 72-162-432-101

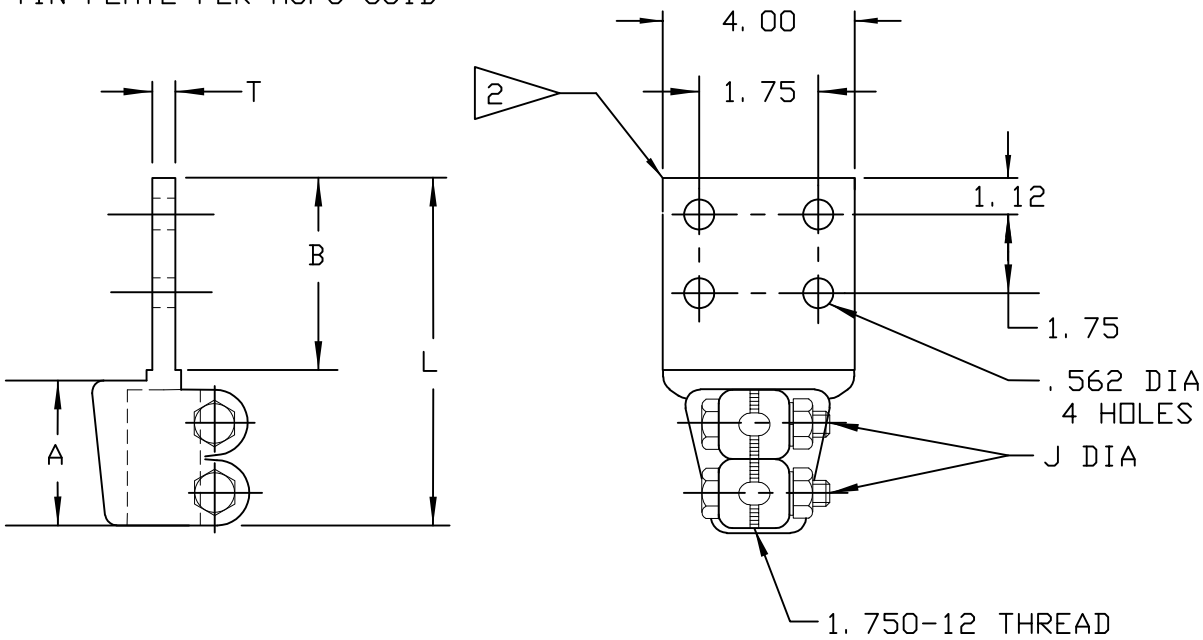
ISS 20-21: 05

TYPE 22	REP. 23	PART NAME 24-43	N.M. 44-48	49-53	SCALE	CHARACTERISTICS	SHEET NO.
F	M	STUD CONNECTOR, BRONZE, TIN PLATED 1.25 STUD TO 4 HOLE FLAT PAD			NTS		1 OF F

APPROVED VENDORS	CATALOG NO.	A	B	J	L	T	ALTERNATE
BURNDY	FD675D12W	2.18	4.25	.50	7.39	.75	
DELTA	PM595C12-1-412-E	2.00	5.00	.50	7.25	.50	
H-J ENTERPRISES	BHDSF60-005-TP	2.38	4.25	.50	7.00	.50	

NOTES:

1. DIM. SHOWN ARE VENDOR REF DIM.
2. ROUNDED OR SQUARED CORNERS, VENDOR'S OPTION.
3. TIN PLATE PER ACP5-631B



SIEMENS SALES ORDER:	PRELIMINARY:	PRODUCT TYPE	SIEMENS
LINE ITEM:	APPROVAL: CERTIFIED:	SDV7-**	Siemens Industry Inc. Raleigh, NC
CUSTOMER:		SCALE NTS	DOCUMENT NAME: STUD CONNECTOR, BRONZE, TIN PLATED 1.75 STUD TO 4 HOLE FLAT PAD 2000A
CUSTOMER PROJECT:		DRAWN:	
GROUP:		APPRV:	
CUSTOMER ORDER:		DATE: DATE	QTY:

USED ON: SDV 2R: * CAD GENERATED, DO NOT CHANGE MANUALLY.

05	10/08/13	REVISED "USED ON" REFERENCE TO SDV. WAS SDV4. DKD
04	03/05/10 DKD	REVISED BURNDY CAT# & DIMENSIONS
03	01/21/10	REVISED APPROVED VENDORS LIST. DMJ
02	04/23/09 DMJ	VENDOR WAS ANDERSON ELECT.
01	01/27/99	

SIEMENS
Siemens Industry Inc.
Raleigh, NC

1-PLACE DECIMAL ±
2-PLACE DECIMAL ±
3-PLACE DECIMAL ±

ANGULAR

MACHINED SURFACE TEXTURE

SIMILAR TO

DR DLC
CH DLC
APP DC

BULLETIN 10/13

DATA BASE 721\62432102

MATERIAL MAKE FROM: 72-112-054-050

N-C (2)	CURRENT DATE (3-8)	PART NUMBER (9-19)	ISS (20-21)
N	10/08/2013	72-162-432-102	05

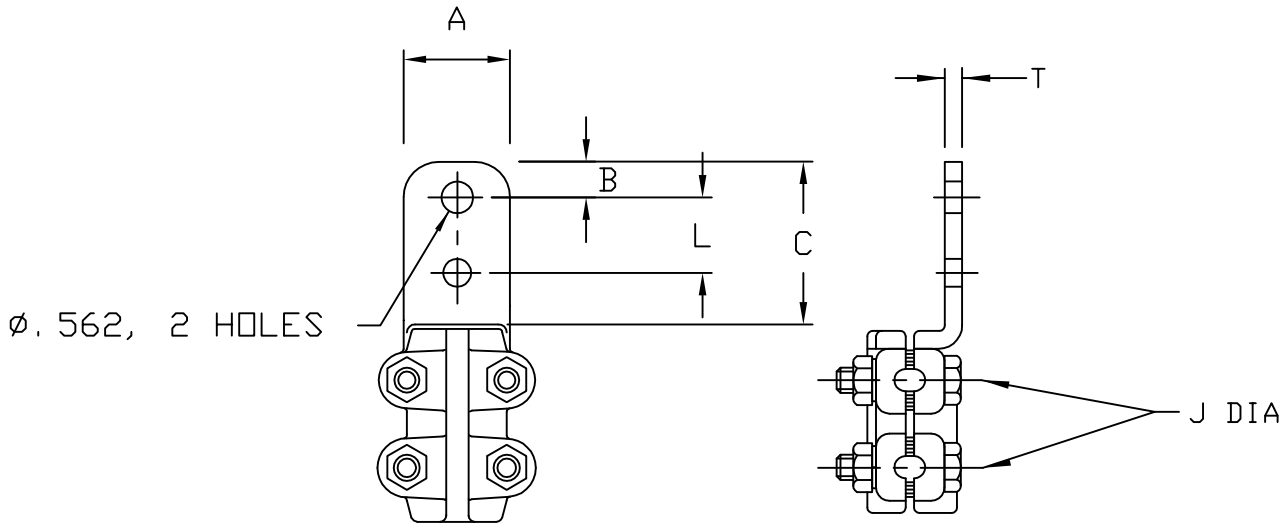
TYPE (22)	REP. (23)	PART NAME (24-43)	N.M. (44-48)	(49-53)	SCALE	CHARACTERISTICS	SHEET NO.
F	M	STUD CONNECTOR, BRONZE, TIN PLATED 1.75 STUD TO 4 HOLE FLAT PAD			NTS		1 OF F

APPROVED VENDORS	CATALOG NO.	A	B	C	J	L	T	ALTERNATE
BURNDY	NAH342NW	2.06	.62	3.00	.50	1.75	.25	
DELTA	HZRD19-2N-E	1.75	.62	3.25	.38	1.75	.38	
HJ	BSWL10-005TP	1.50	.62	3.00	.38	1.75	.38	

NOTES:

1. TERMINAL CONNECTOR, FLAT PAD WITH (2) TWO .562 DIA HOLES ON 1.75 CENTERS, #6 TO 800 MCM CABLE.
   DIM. SHOWN ARE VENDOR REF DIM.

2. BRONZE, TIN PLATED



SIEMENS SALES ORDER: LINE ITEM:	PRELIMINARY: APPROVAL: CERTIFIED: X	PRODUCT TYPE SDV7-**	SIEMENS Siemens Industry Inc. Raleigh, NC
CUSTOMER: CUSTOMER PROJECT: GROUP: CUSTOMER ORDER:		SCALE NTS DRAWN: DKD APPRV: DKD	DOCUMENT NAME: TERMINAL CONNECTOR SDV7-** 27.6-20-2000-RP
		DATE: DATE	QTY:

STANDARD DRAWING

DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

USED ON: SDV 2R:

* CAD GENERATED, DO NOT CHANGE MANUALLY.

07	10/08/13	REVISED "USED ON" REFERENCE TO SDV. WAS SDV6. DKD
06	01/22/10	REVISED APPROVED VENDORS LIST. DMJ
05	02/09/09	REVISED BORDER HJ ONLY APPROVED VENDOR DKD
04	02/22/07	JE ADDED "HJ" AS APPROVED VENDOR.
03	01/27/99	REPLACED TITLE-BLOCK WITH STD. TITLEBLOCK. DLC
02	WJJ/11-10-86	

MATERIAL

SIEMENS
Siemens Industry Inc.
Raleigh, NC

1-PLACE DECIMAL ±
2-PLACE DECIMAL ±
3-PLACE DECIMAL ±

ANGULAR

MACHINED SURFACE TEXTURE

SIMILAR TO

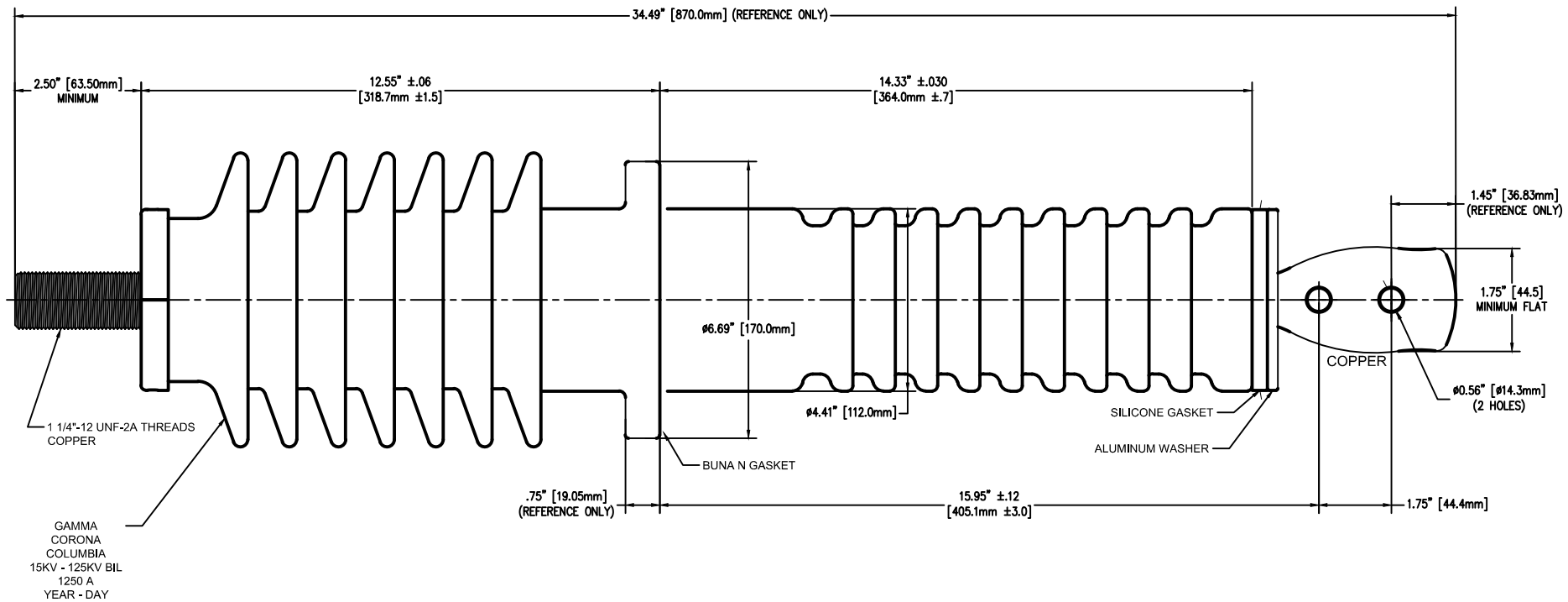
DR BF
CH BF
APP WKM

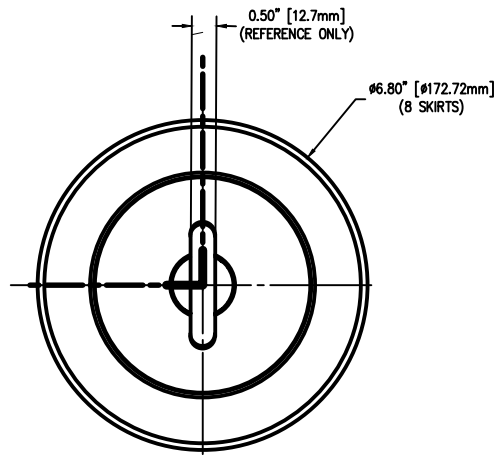
BULLETIN 10/13

DATA BASE 721/62438001

N-C 2	CURRENT DATE 3-8	PART NUMBER 9-19	ISS 20-21
C	10/08/2013	72-162-438-001	07

TYPE 22	REP. 23	PART NAME 24-43	N.M. 44-48	49-53	SCALE	CHARACTERISTICS	SHEET NO.
D	P	TERMINAL CONNECTOR			NTS		1



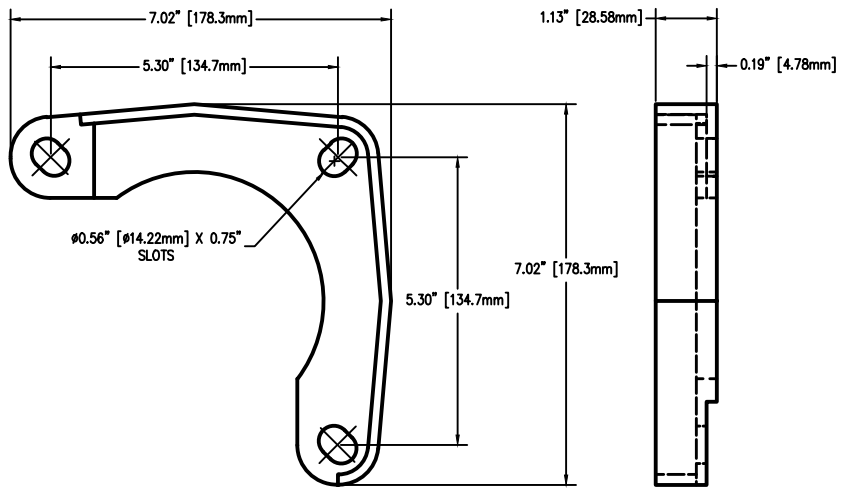


NOTES:

1. BUSHING MATERIAL IS WET PROCESS ELECTRICAL PORCELAIN
2. GRAY GLAZE ANSI 70 SKY GREY - MUNSELL 5BG 7.0/0.4
4. 60HZ WITHSTAND: 50KV DRY
   45KV WET
5. CREEPAGE: > 26.18" TOP
   > 18.30" BOTTOM
6. STRIKE: 11.00"
7. TOP AND BOTTOM TERMINALS ARE TIN PLATED
8. BIL: 125kV
9. CANTILEVER STRENGTH: REQUIRED: 1250 NEWTONS
   TESTED: 2000 NEWTONS

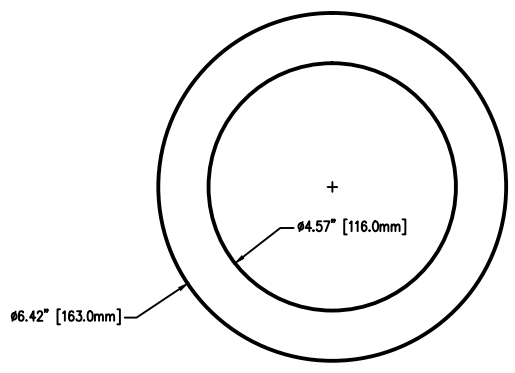
ROOF MOUNTING FLANGE

TWO PIECES REQUIRED PER ASSEMBLY
MATERIAL: ALUMINUM TENZALLOY



BUSHING TO ROOF GASKET

ONE REQUIRED PER ASSEMBLY
MATERIAL: .19" ±.020" NITRILE BUNA N



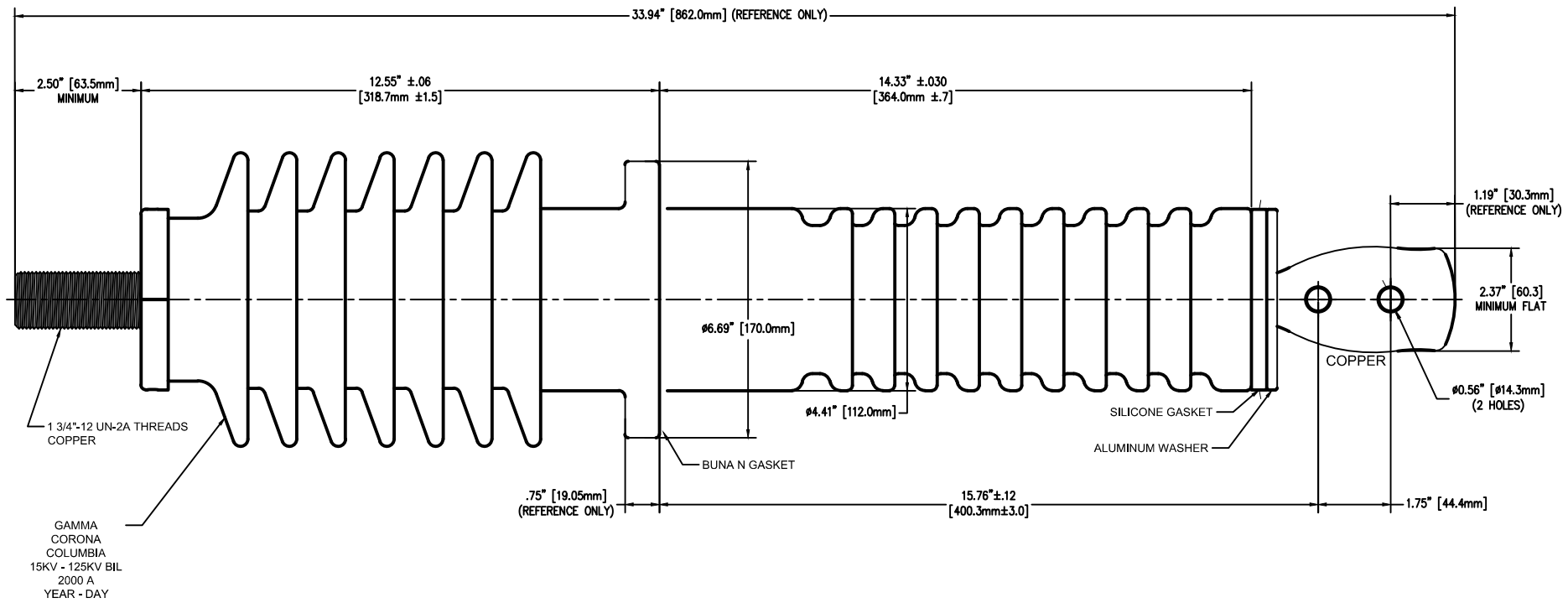
STANDARD DRAWING

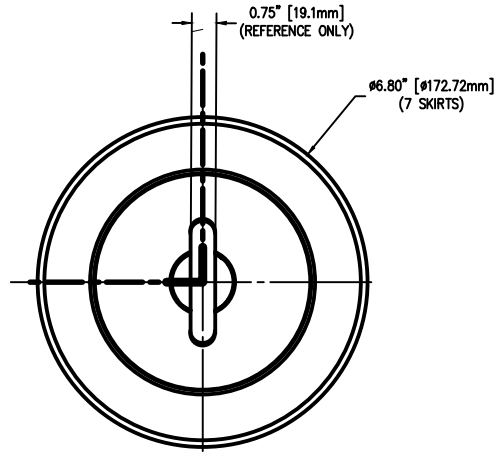
DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

USED ON: SDV MFG. PROJ. VARIOUS CAD GENERATED, DO NOT CHANGE MANUALLY.

01 2/6/18 IAH	SIEMENS Siemens Industry Inc. Raleigh, NC				
	1–PLACE DECIMAL ± .06 2–PLACE DECIMAL ± .03 3–PLACE DECIMAL ± .01	ANGULAR	MACHINED SURFACE TEXTURE	SIMILAR TO DR IAH CH APP IAH	
MATERIAL		PART NUMBER A7E32406127001			
WEIGHT (LBS) 48	PART NAME BUSHING, 15KV–1200A–SDV		SCALE 3.5X	CHARACTERISTICS	SHEET NO. 01–F

REV'D 04/02/2012



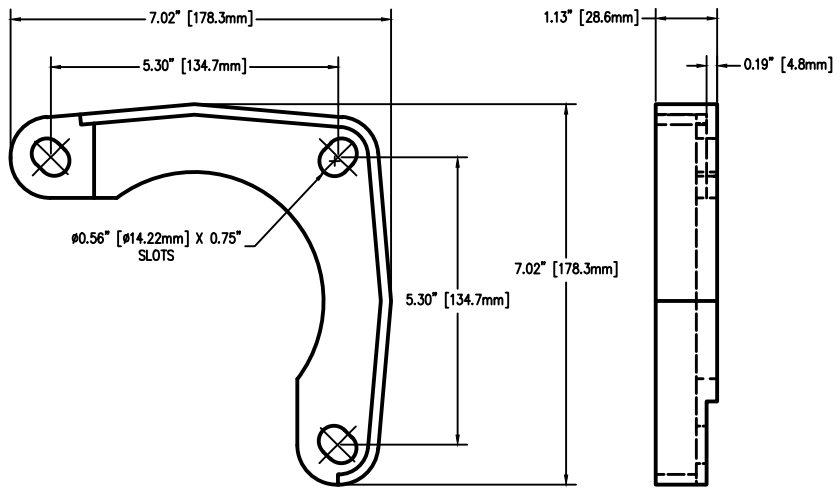


NOTES:

1. BUSHING MATERIAL IS WET PROCESS ELECTRICAL PORCELAIN
2. GRAY GLAZE ANSI 70 SKY GREY - MUNSELL 5BG 7.0/0.4
4. 60HZ WITHSTAND: 50KV DRY
   45KV WET
5. CREEPAGE: > 26.18" TOP
   > 18.70" BOTTOM
6. STRIKE: 11.30"
7. TOP AND BOTTOM TERMINALS ARE TIN PLATED
8. BIL: 125kV
9. CANTILEVER STRENGTH: REQUIRED: 1250 NEWTONS
   TESTED: 2000 NEWTONS

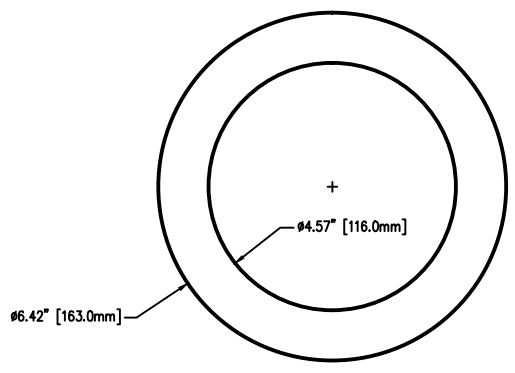
ROOF MOUNTING FLANGE

TWO PIECES REQUIRED PER ASSEMBLY
MATERIAL: ALUMINUM TENZALLOY



BUSHING TO ROOF GASKET

ONE REQUIRED PER ASSEMBLY
MATERIAL: .19" ±.020" NITRILE BUNA N



STANDARD DRAWING

DO NOT DESTROY, CHANGE OR ADD MARK NO'S W/O APPROVAL OF DESIGN ENGINEERING.

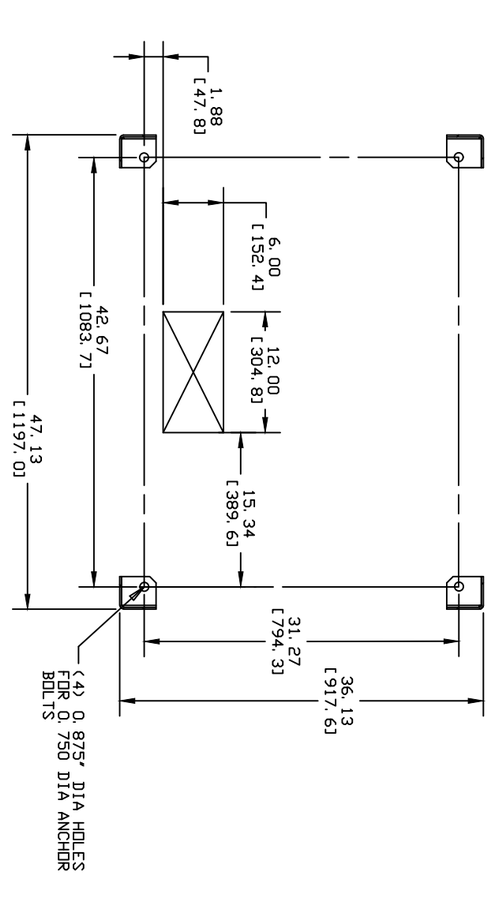
USED ON: SDV

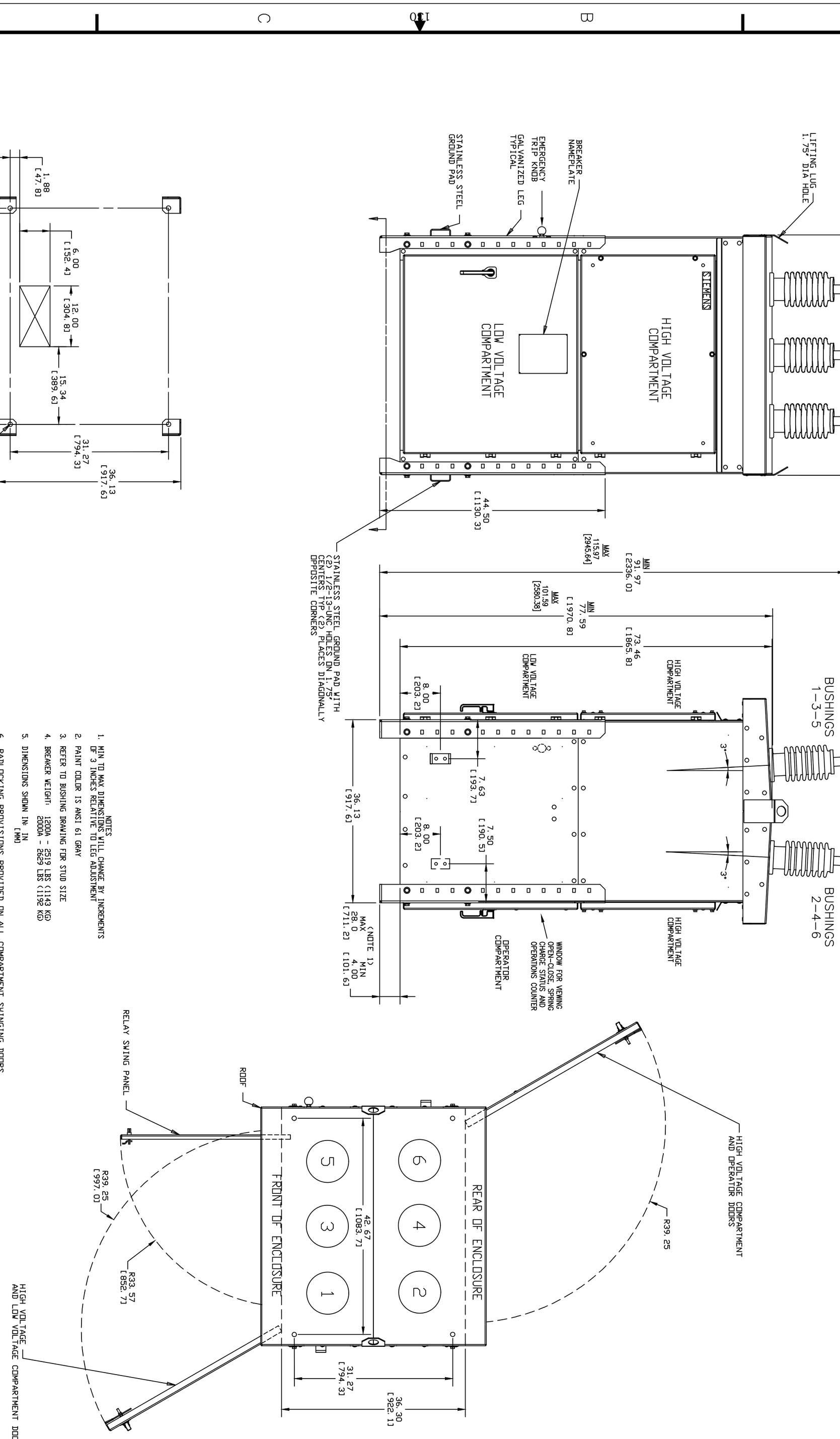
MFG. PROJ. VARIOUS

CAD GENERATED, DO NOT CHANGE MANUALLY.

01 11/14/18 MH	SIEMENS Siemens Industry Inc. Raleigh, NC				
	1–PLACE DECIMAL ± .06 2–PLACE DECIMAL ± .03 3–PLACE DECIMAL ± .01	ANGULAR	MACHINED SURFACE TEXTURE	SIMILAR TO DR IAH CH APP	
MATERIAL		PART NUMBER A7E32406127002			
WEIGHT (LBS) 56	PART NAME BUSHING, 15KV–2000A–SDV		SCALE 3.5X	CHARACTERISTICS	SHEET NO. 01–F

REV'D 04/02/2012





NOTES

1. MIN TO MAX DIMENSIONS WILL CHANGE BY INCREMENTS OF 3 INCHES RELATIVE TO LEG ADJUSTMENT
2. PAINT COLOR IS ANSI 61 GRAY
3. REFER TO BUSHING DRAWING FOR STUD SIZE
4. BREAKER WEIGHT: 1200A - 2519 LBS (1143 KG)
   2000A - 2629 LBS (1192 KG)
5. DIMENSIONS SHOWN IN: IN
   [MM]
6. PADLOCKING PROVISIONS PROVIDED ON ALL COMPARTMENT SWINGING DOORS

01	SIEMENS SALES ORDER:	PRELIMINARY:	PRODUCT TYPE	**SIEMENS**
09-09-2010	LINE ITEM:	APPROVAL:	SDV7-SE	Siemens Industry Inc.
xxx		CERTIFIED:		Raleigh, NC
	CUSTOMER:		SCALE	DOCUMENT NAME:
	CUSTOMER PROJECT:		NTS	GENERAL ARRANGEMENT
	GROUP:		DRAWN:	SDV7-SE 15kV 1200A & 2000A
	CUSTOMER ORDER:		APPRV:	STANDARD OUTLINE
			DOCUMENT NUMBER:	SDV7-SE 15kV 1200-2000A GA01C

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH SIEMENS ENERGY, INC. FOR THE PURCHASE OF 15 KV SUBSTATION BREAKERS FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, there is a need to purchase 15kV substation breakers to expand service and accommodate for construction and development in the City of Bentonville;

WHEREAS, this type of breaker is necessary to match existing breakers used in Electric Department substations and is a sole source item in this area;

WHEREAS, soliciting bids would not produce competitive bids as Siemens Energy Inc. is the sole provider of the desired breakers.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of 15 kV Substation breakers for the City of Bentonville Electric Department from Siemens Energy, Inc. as per the Proposal attached hereto as Exhibit A.

Section 2: Because these breakers are a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance and waiver of bid to purchase a 161 kV breaker from GE Grid Solutions, LLC. for the expansion of Substation "I" for $53,260 plus tax (estimated to be $5,059.70). This is a sole source items and matches existing breakers used in all of Bentonville's substations. Approved by Utility Board 5-0.

Estimated Cost	**$58,319.70**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Budget adjustment from reserves.

Waiver of Bid Request

Date of Utility Board Meeting	**1/18/2022**
Department	**Electric Utility Department**
Submitted by	**Travis Matlock, PE**
Phone	**(479) 271-5941**

Vendor	**GE Grid Solutions, LLC**
Total Cost	**$ 58,319.70**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Electric Dept. staff recommends waiving the requirements for competitive bidding and purchasing a 161 kV substation breakers (and 1 set of replacement parts) from GE Grid Solutions, LLC for $53,260 plus tax (estimated to be $5,059.70) to be used in the expansion of Substation "I". This breaker match the breakers in all other Bentonville Substations. Approved by Utility Board 5-0.

Justification *(Enter justification in space below):*

Bidding is not feasible due to purchasing the breakers directly from the manufacturer in order to match the others in Bentonville's system.

M E M O R A N D U M

DATE: January 25, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **161 kV Breaker for "I" Sub**

Electric Dept. staff recommends waiving the requirements of competitive bidding and purchasing (1) 161 kV substation breaker I (and replacement parts) from GE Grid Solutions, LLC for $53,260 plus tax (estimated to be $5,059.70) to be used in the expansion of Substation "I".

With the growth in the SW portion of town, Substation "I" needs to be expanded (2nd transformer added). With the WMT Campus construction, BEUD will re-use an existing transformer in the expansion, but the breakers still need to be purchased. This breaker is the same 161 kV breaker BEUD hs used in all recent substation construction and is a sole source item. They will be purchased using money from the Electric Dept. reserves.

Grid Solutions

Ampirical Solutions, LLC

City of Bentonville

December 10, 2021

GE Proposal Number – AR-OP21111319619 – Revision 0

GE Grid Solutions, LLC
One Power Lane
Charleroi, PA 15022
USA
www.GEGridSolutions.com

Contents

1 Executive Summary....3
2 Proposal....4
3 Spare Parts, Special Tools & Service....5
4 Comments, Clarifications, and Exceptions....6
5 Commercial Terms of Sale....7
6 Attachments....9

1 Executive Summary

Ampirical Solutions, LLC
Attn: Drew Regan

Thank you for your interest in GE Grid Solutions, LLC for the reference opportunity. We are pleased to submit the enclosed proposal for your consideration in accordance with the specification provided and the noted comments, clarifications, and exceptions.

Grid Solutions is an industry leading manufacturer of high voltage circuit breakers with R&D and manufacturing facilities located in Charleroi, Pennsylvania. Our facility is the Competence Center for research and development, testing, and manufacturing of dead tank circuit breakers for worldwide distribution and is certified to ISO 9001-2015 and ISO 14001-2015.

The factory has manufactured and delivered over 31,000 breakers since 1995 to locations all over the world. In addition to the product offered herein, we have a complete range of dead tank circuit breakers, live tank circuit breakers and circuit switchers to meet your needs now and into the future.

Our uniquely qualified team includes industry leaders with decades of experience in the transmission and distribution world as well as the high voltage circuit breaker industry. The members of the Grid Solutions team are available at any time and are dedicated together with our Charleroi staff of over 200 employees to providing you best in industry service and support.

We once again thank you for this opportunity to submit an offer and look forward to answering any questions which arise while reviewing our proposal.

Sincerely,

George Muchesko
Lead Sales & Proposal Manager
Phone: 724-483-7874
Email: George.Muchesko@ge.com

2 Proposal

Item #1

One (1) 170 kV Dead Tank Circuit Breakers according to ANSI/IEEE standards for outdoor installation with mechanical spring operating mechanisms including support structures:

▪ Type	DT1-170 FK F1
▪ Rated Nominal Voltage	161 kV
▪ Rated Maximum Voltage	170 kV
▪ Frequency	60 Hz
▪ First Pole to Clear Factor	1.3
▪ Rated Continuous Current	1200 A (up to 2000 A)
▪ Rated Short-Circuit Current	40 kA
▪ BIL	750 kV
▪ Creep Distance / Material / Color	177” / Composite / Gray
▪ Insulating Medium	SF_6 - Included for 1st Fill
▪ Interrupting Time	3 cycles
▪ High-Speed Auto-Reclosure	3 phase, Gang Operated
▪ Current Transformers	(12) 1200:5 MR C800, TRF 2.0
▪ Cabinet Enclosure Rating / Material	NEMA 3R / Painted Steel
▪ Ambient Temperature	-30°C to +50°C without tank heaters
▪ Seismic Rating	Per IEEE 693-2005 Low
▪ Altitude	≤ 3,300’ ASL
▪ Control Voltage / Range	125 VDC / (T) 70-140 VDC - (C) 90-140 VDC
▪ Motor Voltage	120 VAC / 125 VDC
▪ Alternate Current Circuit (Lighting / Heating):	120 VAC / 240 VAC

Unit Price:	**$52.630.00 - USD, FOB Jobsite, AR**

Features and Benefits

- The circuit breaker is qualified to M2 class for mechanical endurance in accordance with IEC 62271-100. This qualifies the circuit breaker mechanically for 10,000 Close-Open operations without maintenance.
- The circuit breaker is qualified to C2 class for capacitor switching in accordance with IEEE/ANSI C37. This qualifies the circuit breaker for switching of capacitive loads (lines, cables, shunt capacitor bank, back to back) and with very low probability of re-strike.

3 Spare Parts, Special Tools & Service

Item #	Parts Description	DT1-170 FK F1 Price per unit in USD
a	(1) Trip Coil or (1) Close Coil	$105.-
b	(1) Spring Charge Motor	$525.-

Prices of spare parts are valid only when ordered and delivered with the circuit breaker.

It's recommended for emergency purposes to purchase and stock a spare charging motor, trip coil and close

Special Tools

No special tools are necessary for installation or maintenance of the breakers. We do recommend, however, having one (1) of each of the following SF_6 handling tools on site:

- Gas regulator and fill hose set — One (1) per breaker type per order included
- Doble Transducer Bracket — One (1) per breaker type per order included

Field Service

A field service representative is not included in the base price of the circuit breakers. If service is required, pricing information is listed below.

- Initial Trip (airfare & travel time) — $3,750.00 - USD
- Eight (8) hour day (time, lodging, meals & local transportation) — $2,050.00 - USD

4 Comments, Clarifications, and Exceptions

- This offer is made in accordance with the attached Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions). However, GE Grid Solutions, LLC is open to negotiation of the Terms and Conditions.
- The quoted circuit breaker will be similar to the previous order PO 2008109-002 for the City of Bentonville, see the attached drawings for details.

5 Commercial Terms of Sale

Validity:	Thirty (30) days
Delivery:	Item #1 - Lead time is twenty-two (22) to twenty-six (26) weeks after receipt of order. All lead times are subject to current factory loading and material availability at the time of order. **The impacts of Coronavirus cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of Coronavirus on GE's performance of obligations. In the event of any delays and adverse impacts, GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Coronavirus delays.** **GE would like to ensure the customer that it is taking appropriate and reasonable measures to mitigate the impact of Covid-19 pandemic on its operations, applying governmental and World Health Organization's recommendations or directions. However, the evolution of the Covid-19 pandemic and its concrete impact on the execution of projects cannot be fully anticipated. This proposal takes into account the Covid-19 situation and the measures that are being applied by GE as of the date of this proposal but does not account for any potential evolution of Covid-19 pandemic and the adverse impacts it could have on GE's ability to perform obligations set in the proposal. In the event of any evolution of Covid-19 situation before the expiry date or acceptance by the customer of this proposal, GE reserves the right to notify the customer of such impact and modify its proposal accordingly and reasonably. During contract performance, in the event of any delays or other adverse impact due to evolution of Covid-19 pandemic, GE reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of Covid-19 pandemic evolution.**
Delivery Note:	Delivery is based upon customer return of approved drawings in two (2) weeks. Drawings will be submitted for approval four (4) to six (6) weeks after receipt of order.
Shipping Point:	Charleroi, PA.
Terms of Delivery:	Pricing is firm in USD, FOB Jobsite (DDP per INCOTERMS 2020) AR, pre-paid and allowed. Truck shipment to destination is limited to sites that are accessible by the vehicle in which the unit is shipped from the factory. Unloading of the circuit breakers is to be provided by others.
Payment Conditions:	100 % NET 30 days after delivery, payment by wire transfer.
PO Remittance:	Purchase orders should be addressed to GE Grid Solutions, LLC, One Power Lane, Charleroi, PA 15022.
Instruction Manuals:	One instruction book is shipped inside the control cabinet of the breaker. Remaining instruction books will ship within two weeks of breaker shipment.

Warranty: Twelve (12) months after installation, not to exceed eighteen (18) months after delivery. Warranties exclude wear and tear associated with normal circuit breaker operation, circuit breakers used in special applications not covered by ANSI/IEEE C37.04, and circuit breakers that have exceeded the maximum allowable cumulated current. Warranties are based on strict accordance with the maintenance instructions found in the breaker manual.

Sales Tax: This offer does not include any sales tax (federal. state or local).

Delays: In case of delay, a progress payment will be due based on the table below:

Delays: In case of delay a progress payment will be due

Schedule (based on EXW factory)	Additional Milestone Payment (% of contract value)
16+ weeks before shipment	0.0%
14 – 16 weeks before shipment	10.0%
8 – 14 weeks before shipment	25.0%
4 – 8 weeks before shipment	70.0%
0 – 4 weeks before shipment	100% plus Storage Fees. Short term storage of up to 4 weeks is $950 per breaker per week. Storage fees in excess of 4 weeks will $1,395 per breaker per week.

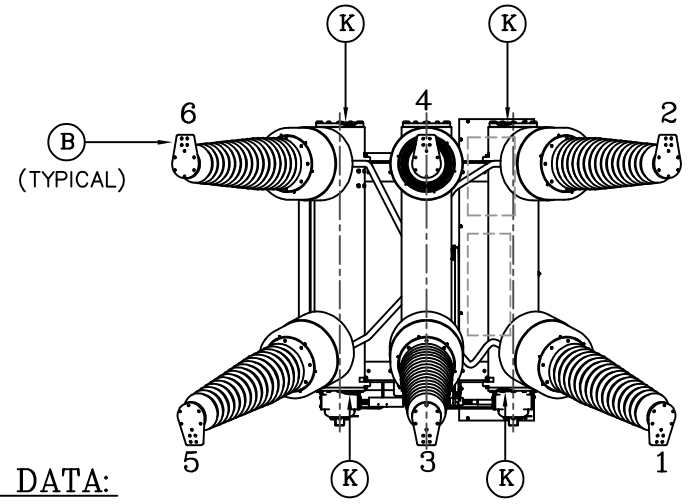
Cancellation:

Schedule (based on EXW factory)	Cancellation Charge (% of contract value)
0 – 2 weeks after receipt of order	5%
2 – 4 weeks after receipt of order	10%
8 – 14 weeks before shipment	40%
4 – 8 weeks before shipment	60%
2 – 4 weeks before shipment	75%
0 – 2 weeks before shipment	100%

The manufacturer shall not be liable for consequential or indirect damages such as loss of use, loss of profit, loss of contract, loss of production or any financial loss. In addition, the total liability is limited to a maximum of the contract value. The right for technical modifications is reserved.

6 Attachments

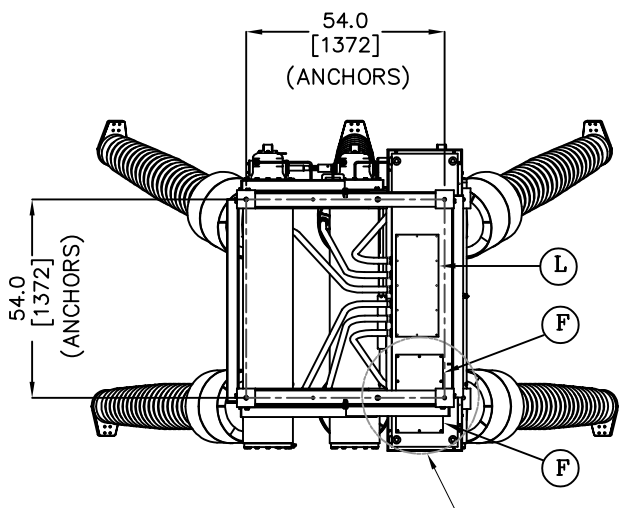
- DT1-170 FK F1 Sample Outline Drawing & Wiring Schematic
- DT1-170 FK Product Brochure
- Grid Solutions High Voltage Circuit Breaker Line Card
- Terms and Conditions for Sale of Products and Services Form EM 104 (Grid Solutions)



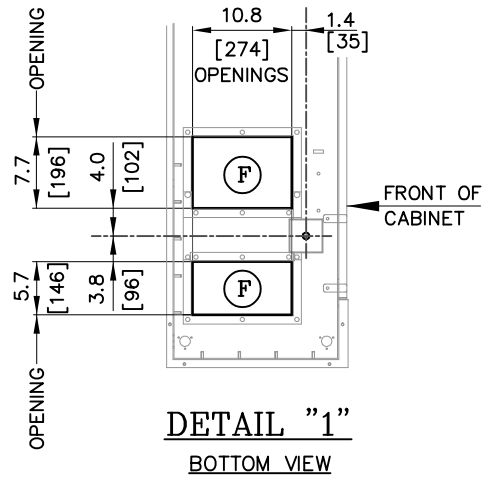
TOP VIEW

BUSHING DATA:

CREEPAGE: 177.4" (4505 mm)
STRIKE DISTANCE: 51.4" (1305 mm)
MATERIAL: COMPOSITE
COLOR: ANSI 70 GRAY



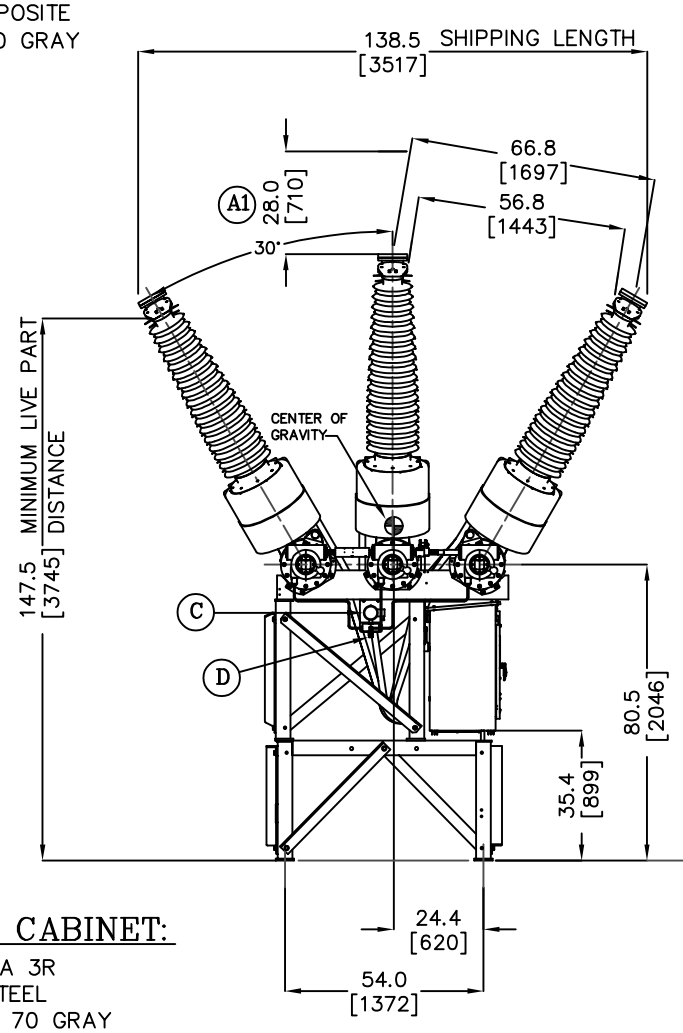
BOTTOM VIEW

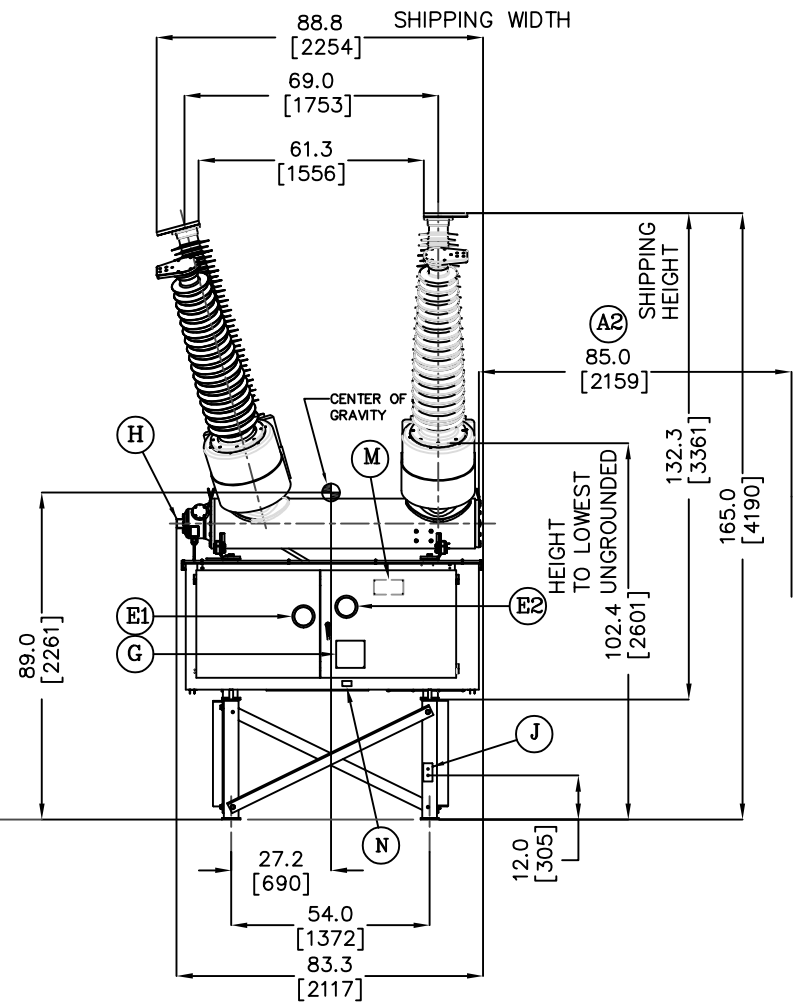


DETAIL "1"
BOTTOM VIEW
(CABLE ENTRANCE OPENINGS)

LEGEND:

A1 -- MINIMUM DISTANCE FOR BUSHING REMOVAL: 28.0" (710 mm)
A2 -- MINIMUM DISTANCE FOR INTERRUPTER REMOVAL: 85.0" (2159 mm)
B -- NEMA 4 HOLE TERMINAL PAD
C -- SF6 DENSITY MONITOR
D -- SF6 FILL VALVE
E1 -- CHARGED/DISCHARGE INDICATORS
E2 -- OPEN/CLOSE INDICATORS & COUNTER
F -- CABLE ENTRANCE
G -- RATINGS NAME PLATE (EXTERNAL)
H -- PRESSURE RELIEF DEVICE
J -- NEMA 2 GROUND PAD (DIAMETRICALLY OPPOSED)
K -- LIFTING LOCATIONS
L -- MECHANISM ACCESS
M -- BCT NAMEPLATE (INTERNAL)
N -- EXTERNAL GFI RECEPTACLE





3,249 lbs. (1,474 kg) -- WEIGHT OF BREAKER
76 lbs. (34 kg) -- WEIGHT OF SF6 GAS
1,740 lbs. (790 kg) -- WEIGHT OF BCTs
5,065 lbs. (2,298 kg) -- TOTAL WEIGHT OF BREAKER

TYPE:	DT1-170FK-40-F1
IMPULSE WITHSTAND:	750 kV
MAXIMUM VOLTAGE:	170 kV
INTERRUPTER CURRENT RATING:	40 kA
CURRENT RATING:	1200 A

DIMESIONS: INCHES / mm

NOTES:

1) FOUR (4) ø3/4" [19 mm] ANCHOR BOLTS (ASTM A 36 OR GREATER). ANCHOR BOLTS SHOWN FOR INFORMATION ONLY. NOT INCLUDED IN GE SCOPE OF WORK.
2) 3.0" [76 mm] MINIMUM PROJECTION ABOVE FOUNDATION.
3) ANCHORING TO BE SUPPLIED BY CUSTOMER.
4) FOUNDATION TO BE LEVEL WITHIN 0.25" [6 mm] AT FOUR (4) BASEPLATES.
5) SHIM AND GROUT AS REQUIRED.
6) RATED SEISMIC LEVEL 0.2g OF RRS PER IEEE 693
7) OPERATIONAL FORCES IN ANY DIRECTION = 1112N (250 lbf)
8) HV TERMINAL STATIC HORIZONTAL FORCE (LONGITUDINAL) = 1250N (281 lbf)
9) HV TERMINAL STATIC HORIZONTAL FORCE (TRANSVERSE) = 750N (169 lbf)
10) HV TERMINAL STATIC VERTICAL FORCE = 1000N (225 lbf)
11) CENTER OF GRAVITY DIMENSIONS ARE APPROXIMATE ONLY. DIMENSIONS CAN VARY DUE TO BUSHINGS, ADDITIONAL BRACING, BCTs AND BREAKER HEIGHT.

CONTROL CABINET:

RATING: NEMA 3R
MATERIAL: STEEL
COLOR: ANSI 70 GRAY

REV.	DESCRIPTION	DRAWN	CHECKED	DATE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458

OUTLINE DRAWING	W. HOLT	A. IZVOREAN	04/16/2021
	DRAWN	CHECKED	DATE

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: M333458010

SHT 1 OF 1

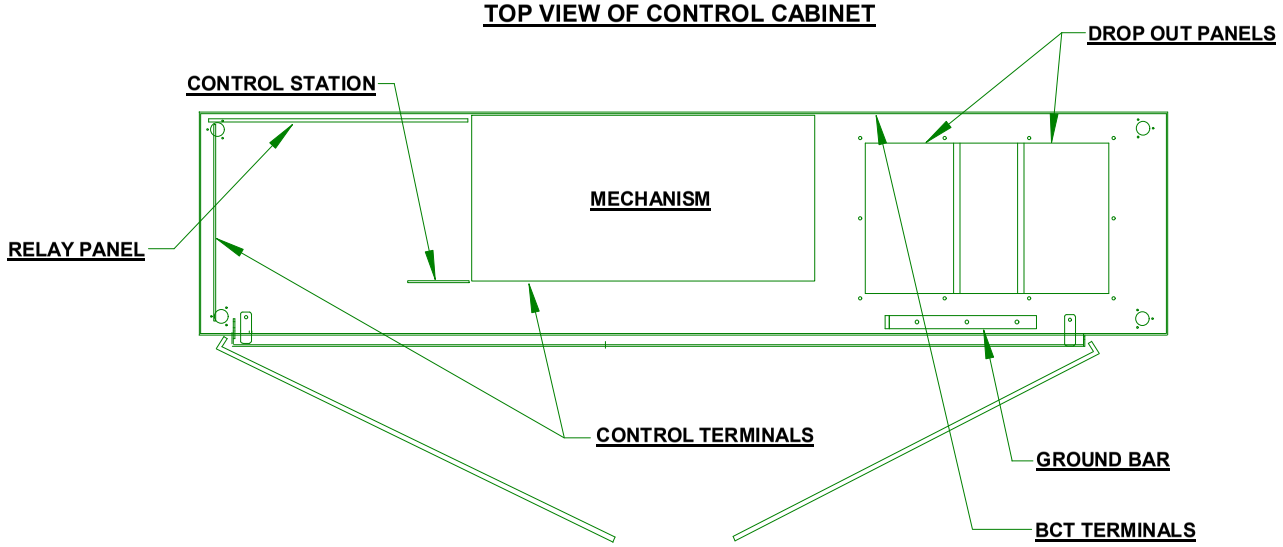
CIRCUIT BREAKER	
CABINET LIGHT	
COIL	
CONTACT, NORMALLY CLOSED	
CONTACT, NORMALLY OPEN	
CONNECTOR	
DENSITY MONITOR	
DOOR SWITCH	
FUSE BLOCK	
FUSE BLOCK, SLUGGED	SLUG
FUSED DISCONNECT	
FUSED DISCONNECT, SLUGGED	
FUSE PULLOUT	

FUSE PULLOUT, SLUGGED	SLUG
INDICATOR LIGHT	
KNIFE SWITCH	
MOTOR	
PUSHBUTTON	
RESISTOR/ HEATER	
TERMINAL BLOCK	
TERMINAL BLOCK (AUXILIARY)	
THERMOSTAT	
THERMAL OVERLOAD	
TOGGLE SWITCH	
TRANSFORMER	

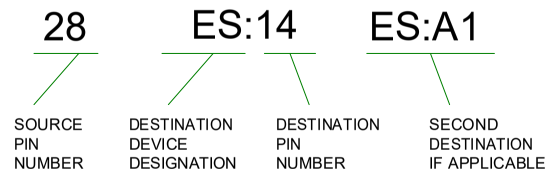
STANDARD ANSI DESIGNATIONS

01CS BREAKER CONTROL SWITCH
23 THERMOSTAT
23X HEATER CONTACTOR
27X LOSS OF POWER RELAY
30 ANNUNCIATOR
37 UNDERCURRENT ALARM
43L/R LOCAL REMOTE TRANSFER SWITCH
49 MOTOR THERMAL OVERLOAD
52a,b BREAKER AUXILIARY SWITCH
52C CLOSE PUSHBUTTON
52CC BREAKER CLOSE COIL
52T TRIP PUSHBUTTON
52TC BREAKER TRIP COIL
52X CLOSING RELAY
52Y ANTIPUMP RELAY
52-MON BREAKER CONDITION MONITOR
63G SF6 PRESSURE / DENSITY GAUGE
63GX SF6 PRESSURE / DENSITY RELAY
69 PERMISSIVE CONTROL SWITCH
69-KI KEY INTERLOCK
74CC CLOSE COIL MONITOR
74TC TRIP COIL MONITOR
79X RECLOSE DELAY RELAY
83X MOTOR TRANSFER CONTACTOR
88 MOTOR
88F MOTOR FAILURE ALARM
88LS MOTOR LIMIT SWITCH
AIL AMBER INDICATOR LIGHT
GIL GREEN INDICATOR LIGHT
HTR HEATER
RIL RED INDICATOR LIGHT

TOP VIEW OF CONTROL CABINET



WIRING KEY



REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021
			A.Izvorean	N.Buzzard	04/16/2021
			DRAWN	CHECKED	DATE

LEGEND

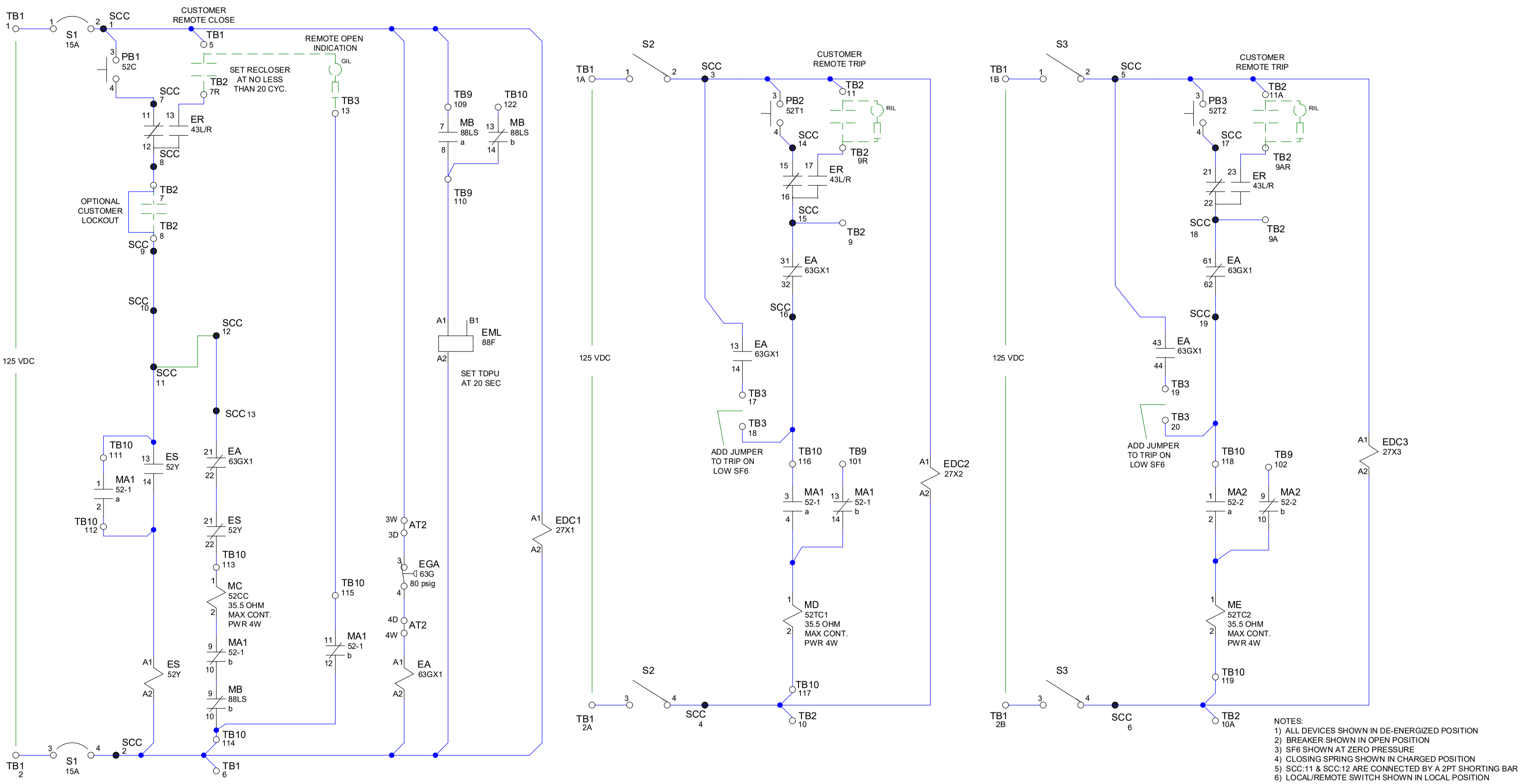
CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 1 OF 13



NOTES:
1) ALL DEVICES SHOWN IN DE-ENERGIZED POSITION
2) BREAKER SHOWN IN OPEN POSITION
3) SF6 SHOWN AT ZERO PRESSURE
4) CLOSING SPRING SHOWN IN CHARGED POSITION
5) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR
6) LOCAL/REMOTE SWITCH SHOWN IN LOCAL POSITION

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021
			A.Izvorean	N.Buzzard	04/16/2021
			DRAWN	CHECKED	DATE

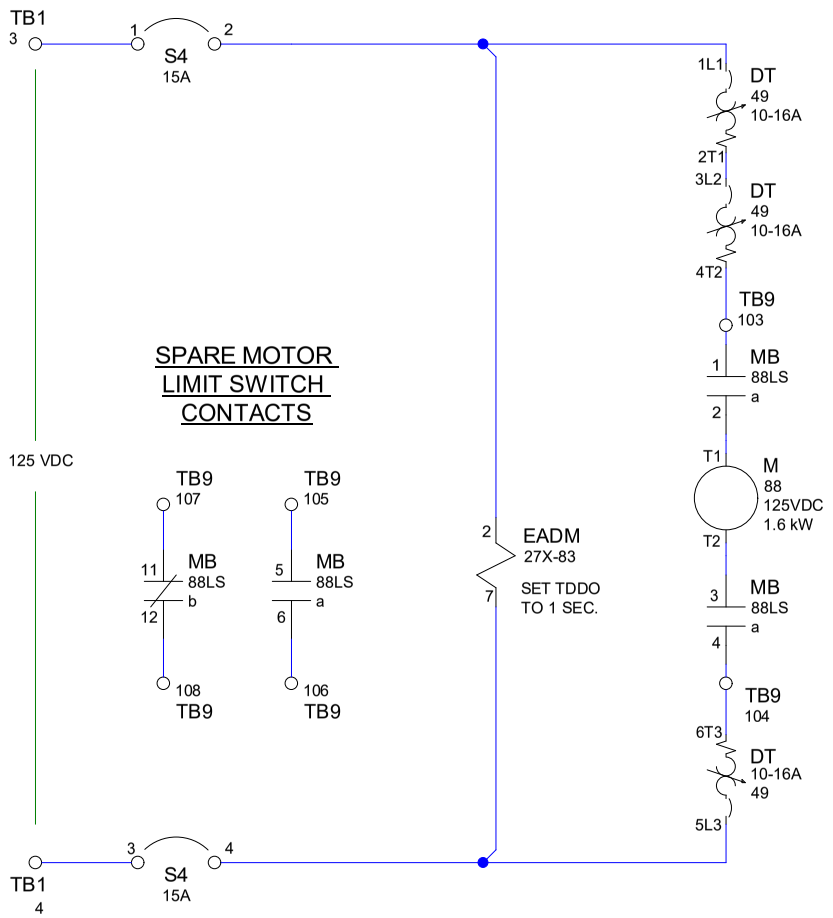
DC CONTROL SCHEMATIC

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

Grid Solutions
One Power Lane
Charleroi, PA 15022

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458
DRAWING No.: E333458010
SHT 2 OF 13

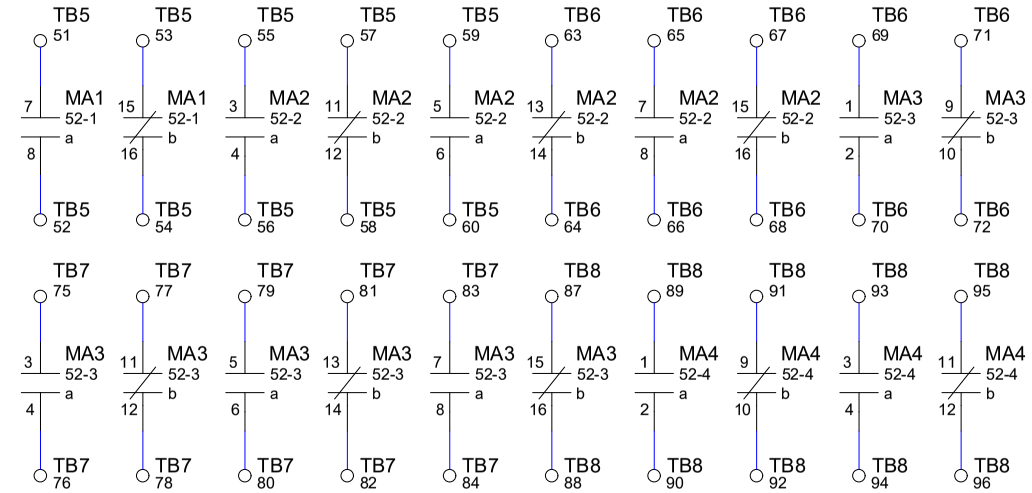
MOTOR CIRCUIT



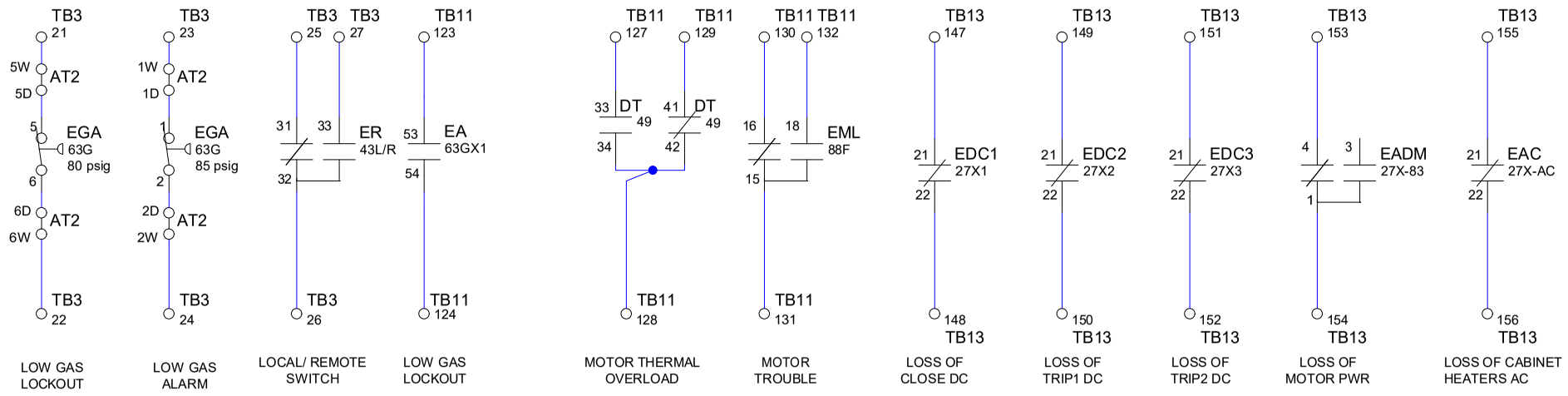
SPARE TERMINAL BLOCKS FOR CUSTOMER USE

TB1 B1	TB1 B2	TB2 B3	TB5 61	TB5 62	TB6 73	TB6 74
TB7 85	TB7 86	TB8 97	TB8 98	TB9 99	TB9 100	
TB11 125	TB11 126	TB11 133	TB11 134	TB13 157	TB13 158	

SPARE AUXILIARY SWITCHES FOR CUSTOMER USE



CUSTOMER ALARMS



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			A.Izvorean	N.Buzzard	04/16/2021
			DRAWN	CHECKED	DATE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001

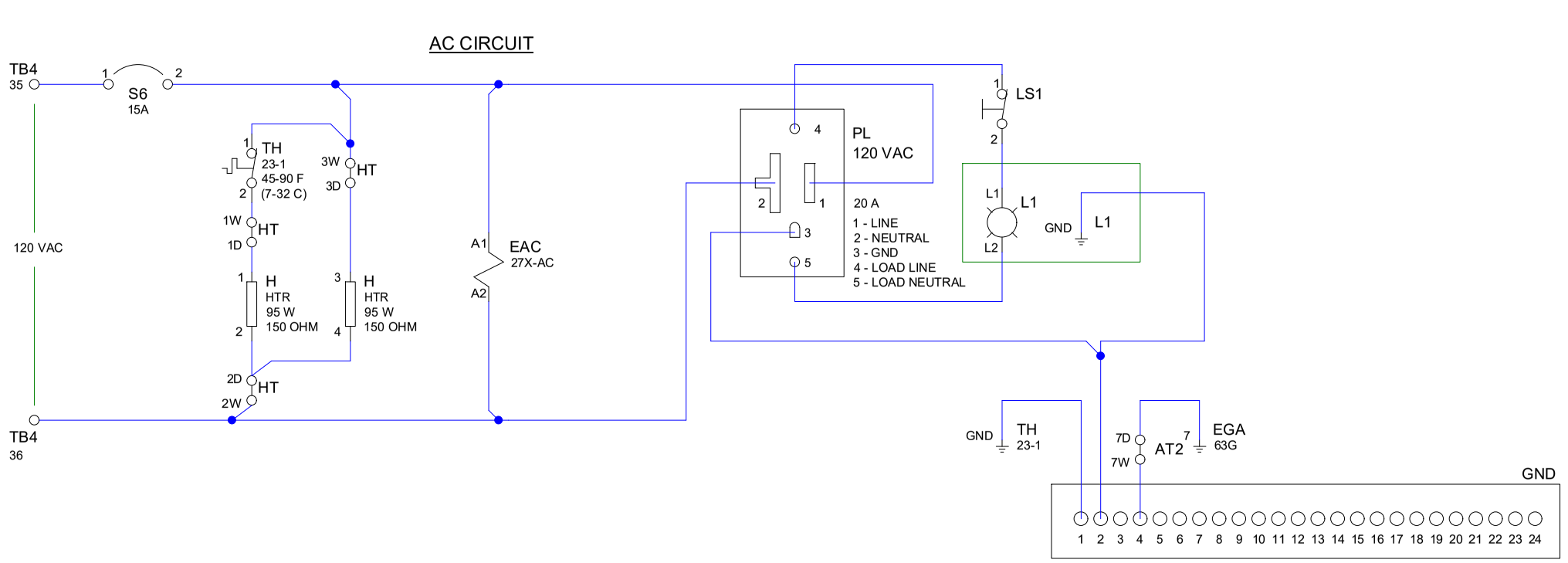
ORDER No. 333458

MOTOR CIRCUIT AND ALARMS

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 3 OF 13



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CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458

AC SCHEMATIC

DRAWN	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 4 OF 13

TERMINAL BLOCK WIRING

TB1

DC PWR CLOSE	S1:1	1	
	S1:3	2	
DC PWR TRIP 1	S2:1	1A	
	S2:3	2A	
DC PWR TRIP 2	S3:1	1B	
	S3:3	2B	
MOTOR POWER	S4:1	3	
	S4:3	4	
CLOSE (+) BUS	SCC:1	5	
CLOSE (-) BUS	SCC:2	6	
SPARE		B1	
		B2	

TB11

	123	EA:53	LOW GAS LOCKOUT
	124	EA:54	
	125		SPARE
	126		
	127	DT:33	MOTOR MCB TRIP
	128	DT:42	
	129	DT:41	
	130	EML:16	MOTOR TROUBLE
	131	EML:15	
	132	EML:18	
	133		SPARE
	134		

TB2

REMOTE CLOSE (BYPASS 43L/R)	SCC:8	7	TB2:8	CUST CLOSE INTERLOCK
REMOTE CLOSE	ER:13	7R		
CUST INTERLOCK	SCC:9	8	TB2:7	
REMOTE PROT TRIP 1	SCC:15	9		
REMOTE TRIP 1	ER:17	9R		
REMOTE PROT TRIP 2	SCC:18	9A		
REMOTE TRIP 2	ER:23	9AR		
TRIP 1 (-) BUS	SCC:4	10		
TRIP 2 (-) BUS	SCC:6	10A		
TRIP 1 (+) BUS	SCC:3	11		
TRIP 2 (+) BUS	SCC:5	11A		
SPARE		B3		

TB3

REMOTE OPEN INDICATION	TB10:115	13	
TRIP ON LOW SF6	EA:14	17	
	SCC:16	18	
TRIP ON LOW SF6	EA:44	19	
	SCC:19	20	
LOW SF6 GAS LOCKOUT	AT2:5W	21	
	AT2:6W	22	
LOW SF6 GAS ALARM	AT2:1W	23	
	AT2:2W	24	
LOCAL REMOTE SWITCH	ER:31	25	
	ER:32	26	
	ER:33	27	

TB13

	147	EDC1:21	LOSS OF CLOSE DC
	148	EDC1:22	
	149	EDC2:21	LOSS OF TRIP1 DC
	150	EDC2:22	
	151	EDC3:21	LOSS OF TRIP2 DC
	152	EDC3:22	
	153	EADM:4	LOSS OF MOTOR PWR
	154	EADM:1	
	155	EAC:21	LOSS OF CABINET HEATERS AC
	156	EAC:22	
	157		SPARE
	158		

TB4

SPARE		31	
		32	
SPARE		33	
		34	
CAB HTR AUX PWR	S6:1	35	
	HT:2W,PL:2	36	

TB10

SPRING STATUS - FORM C USED IN CIRCUIT			52a	TRIP2 CIRCUIT	TRIP1 CIRCUIT	CLOSE CIRCUIT		52a USED IN CIRCUIT			
MB:13	122										
	121										
	120										
		ME:2	119	SCC:6							
		MA2:1	118	SCC:19							
		MD:2	117	SCC:4							
		MA1:3	116	SCC:16							
		MA1:11	115	TB3:13							
MB:10,MA1:12			114	SCC:2							
		MC:1	113	ES:22							
		MA1:2	112	ES:14							
		MA1:1	111	ES:13							

TB9

SPRING STATUS - FORM C USED IN CIRCUIT			SPRING CHARGED	SPRING DISCHARGED	MOTOR CIRCUIT MCB		REMOTE TRIP2 MON. REMOTE TRIP1 MON.	SPARE			
MB:14,MB:8	110	EML:A1									
MB:7	109	SCC:1									
MB:12	108										
MB:11	107										
MB:6	106										
MB:5	105										
MB:4	104	DT:6T3									
MB:1	103	DT:4T2									
MA2:9	102										
MA1:13	101										
	100										
	99										

TB8

SPARE			52b	52a	52b	52a	52b				
	98										
	97										
MA4:12	96										
MA4:11	95										
MA4:4	94										
MA4:3	93										
MA4:10	92										
MA4:9	91										
MA4:2	90										
MA4:1	89										
MA3:16	88										
MA3:15	87										

TB7

	86										
	85										
		MA3:8	84	MA3:7	83	MA3:14	82	MA3:13	81	MA3:6	80
		MA3:5	79	MA3:12	78	MA3:11	77	MA3:4	76	MA3:3	75

TB6

	74										
	73										
		MA3:10	72	MA3:9	71	MA3:2	70	MA3:1	69	MA2:16	68
		MA2:15	67	MA2:8	66	MA2:7	65	MA2:14	64	MA2:13	63

TB5

	62										
	61										
		MA2:6	60	MA2:5	59	MA2:12	58	MA2:11	57	MA2:4	56
		MA2:3	55	MA1:16	54	MA1:15	53	MA1:8	52	MA1:7	51

TB7

SPARE		52a		52b		52a		52b		52a	

TB6

SPARE		52b		52a		52b		52a		52b	

TB5

SPARE		52a		52b		52a		52b		52a	

NOTES:
1) DC WIRING TO BE 14GA GRAY SIS VW1
2) AC WIRING TO BE 12GA GRAY SIS VW1
3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021

TERMINAL BLOCK WIRING DIAGRAM

DRAWN	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
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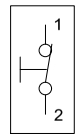
Grid Solutions
One Power Lane
Charleroi, PA 15022

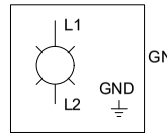
MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458
DRAWING No.: E333458010
SHT 5 OF 13

LS1



1 PL:4
2 L1:L1

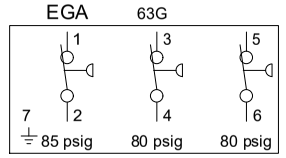
L1



L1 LS1:2
L2 PL:5
GND GND:2

WATTAGE - 40 W

EGA 63G



1 AT2:1D
2 AT2:2D
3 AT2:3D
4 AT2:4D
5 AT2:5D
6 AT2:6D
7 AT2:7D

STANDARD CABLE COLORS
1 - BLK 4 - ORA 7 - GRN
2 - RED 5 - WHT
3 - BLU 6 - WHT/BLK or BRN

MOUNTED ON CB FRAME

MECHANISM WIRING

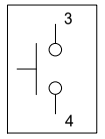
CONTROL STATION

ER 43L/R

DECK	CONTACTS FRONT END	SWITCH POSITION LOCAL	SWITCH POSITION REMOTE
1	12 – 11	X	
	13		X
	16 – 15	X	
	17		X
2	22 – 21	X	
	23		X
	26 – 25	X	
	27		X
3	32 – 31	X	
	33		X
	36 – 35	X	
	37		X

11 SCC:7
12 SCC:8
13 TB2:7R
15 SCC:14
16 SCC:15
17 TB2:9R
21 SCC:17
22 SCC:18
23 TB2:9AR
31 TB3:25
32 TB3:26
33 TB3:27

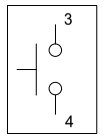
PB1 52C



3 SCC:1
4 SCC:7

COLOR - RED

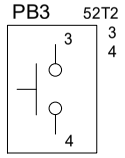
PB2 52T1



3 SCC:3
4 SCC:14

COLOR - BLK

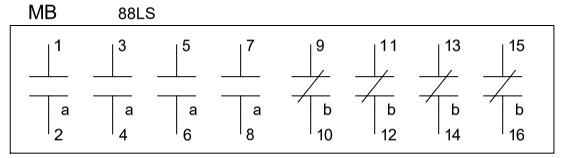
PB3 52T2



3 SCC:5
4 SCC:17

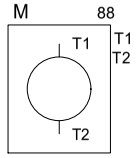
COLOR - BLK

MB 88LS



1 TB9:103
2 M:T1
3 M:T2
4 TB9:104
5 TB9:105
6 TB9:106
7 TB9:109
8 TB9:110
9 MA1:10
10 TB10:114
11 TB9:107
12 TB9:108
13 TB10:122
14 TB9:110

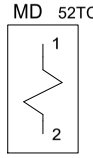
M 88



T1 MB:2
T2 MB:3

MOTOR VOLTAGE - 125VDC
WATTAGE - 1.6 kW

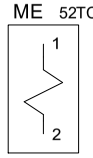
MD 52TC1



1 MA1:14,MA1:4
2 TB10:117

COIL VOLTAGE - 125 VDC
COIL RESISTANCE - 35.5 OHM

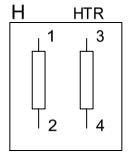
ME 52TC2



1 MA2:2,MA2:10
2 TB10:119

COIL VOLTAGE - 125 VDC
COIL RESISTANCE - 35.5 OHM

H HTR



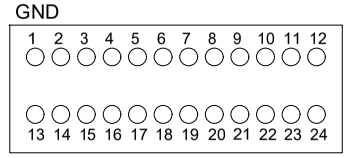
1 HT:1D
2 HT:2D
3 HT:3D
4 HT:2D

WATTAGE - 2X 95 W
RESISTANCE - 2X 150 OHM

HT

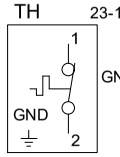
H:1	1D	1W	TH:2
H:4,H:2	2D	2W	TB4:36
H:3	3D	3W	S6:2,TH:1
	4D	4W	
	5D	5W	
	6D	6W	

GND



1 TH:GND
2 L1:GND,PL:3
4 AT2:7W

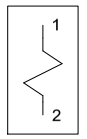
TH 23-1



1 HT:3W
2 HT:1W
GND GND:1

TEMP SETTING - 45-90 F
(7-32 C)

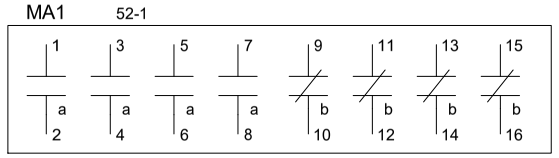
MC 52CC



1 TB10:113
2 MA1:9

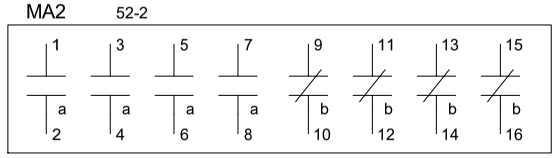
COIL VOLTAGE - 125 VDC
COIL RESISTANCE - 35.5 OHM

MA1 52-1



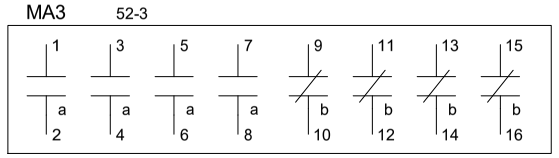
1 TB10:111
2 TB10:112
3 TB10:116
4 MD:1
7 TB5:51
8 TB5:52
9 MC:2
10 MB:9
11 TB10:115
12 TB10:114
13 TB9:101
14 MD:1
15 TB5:53
16 TB5:54

MA2 52-2



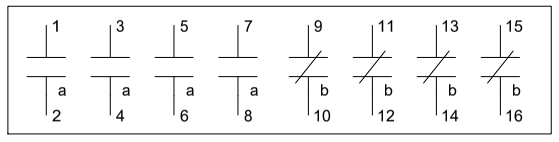
1 TB10:118
2 ME:1
3 TB5:55
4 TB5:56
5 TB5:59
6 TB5:60
7 TB6:65
8 TB6:66
9 TB9:102
10 ME:1
11 TB5:57
12 TB5:58
13 TB6:63
14 TB6:64
15 TB6:67
16 TB6:68

MA3 52-3



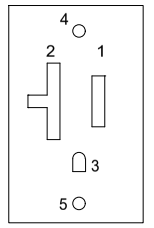
1 TB6:69
2 TB6:70
3 TB7:75
4 TB7:76
5 TB7:79
6 TB7:80
7 TB7:83
8 TB7:84
9 TB6:71
10 TB6:72
11 TB7:77
12 TB7:78
13 TB7:81
14 TB7:82
15 TB8:87
16 TB8:88

MA4 52-4



1 TB8:89
2 TB8:90
3 TB8:93
4 TB8:94
9 TB8:91
10 TB8:92
11 TB8:95
12 TB8:96

PL GFI



1 EAC:A1,S6:2
2 TB4:36,EAC:A2
3 GND:2
4 LS1:1
5 L1:L2

1 - LINE
2 - NEUTRAL
3 - GND
4 - LOAD LINE
5 - LOAD NEUTRAL

VOLTAGE - 120 VAC
AMP RATING -20 A

NOTES:
1) DC WIRING TO BE 14GA GRAY SIS VW1
2) AC WIRING TO BE 12GA GRAY SIS VW1
3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458

MECHANISM AND CONTROL STATION WIRING DIAGRAM

DRAWN	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021

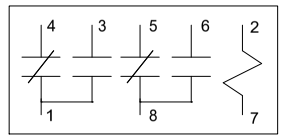
Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 6 OF 13

SCC		
1	PB1:3,AT2:3W,EDC1:A1,TB9:109,TB1:5,S1:2	
2	EDC1:A2,TB10:114,TB1:6,EA:A2,EML:A2,ES:A2,S1:4	
3	EA:13,PB2:3,EDC2:A1,TB2:11,S2:2	
4	TB10:117,TB2:10,EDC2:A2,S2:4	
5	EA:43,PB3:3,EDC3:A1,TB2:11A,S3:2	
6	TB2:10A,TB10:119,EDC3:A2,S3:4	
7	ER:11,PB1:4	
8	TB2:7,ER:12	
9	SCC:10,TB2:8	
10	SCC:11,SCC:9	
11	ES:13,SCC:10	
12	SCC:13	
13	EA:21,SCC:12	
14	PB2:4,ER:15	
15	TB2:9,ER:16,EA:31	
16	EA:32,TB3:18,TB10:116	
17	PB3:4,ER:21	
18	EA:61,TB2:9A,ER:22	
19	TB3:20,TB10:118,EA:62	

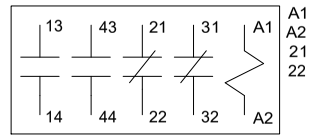
EADM 27X-83



2 S4:2
7 S4:4
4 TB13:153
1 TB13:154

COIL VOLTAGE -120 VDC/VAC
COIL RESISTANCE - SOLID STATE

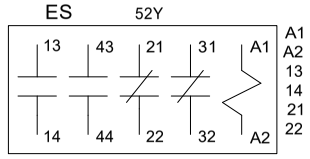
EAC 27X-AC



A1 PL:1
A2 PL:2
21 TB13:155
22 TB13:156

COIL VOLTAGE - 120VAC
COIL RESISTANCE - 416 Ohms

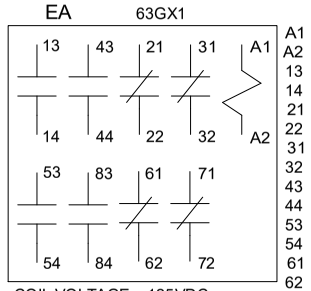
ES 52Y



A1 ES:14
A2 SCC:2
13 SCC:11,TB10:111
14 TB10:112,ES:A1
21 EA:22
22 TB10:113

COIL VOLTAGE - 125VDC
COIL RESISTANCE - 3729 Ohms

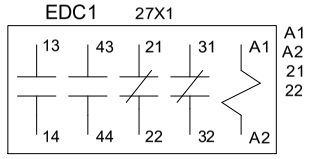
EA 63GX1



A1 AT2:4W
A2 SCC:2
13 SCC:3
14 TB3:17
21 SCC:13
22 ES:21
31 SCC:15
32 SCC:16
43 SCC:5
44 TB3:19
53 TB11:123
54 TB11:124
61 SCC:18
62 SCC:19

COIL VOLTAGE - 125VDC
COIL RESISTANCE - 3729 Ohms

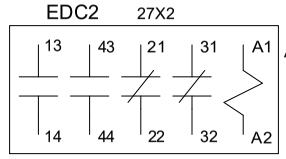
EDC1 27X1



A1 SCC:1
A2 SCC:2
21 TB13:147
22 TB13:148

COIL VOLTAGE - 125VDC
COIL RESISTANCE - 3729 Ohms

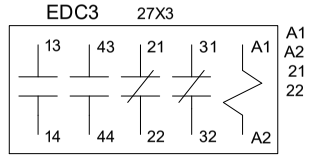
EDC2 27X2



A1 SCC:3
A2 SCC:4
21 TB13:149
22 TB13:150

COIL VOLTAGE - 125VDC
COIL RESISTANCE - 3729 Ohms

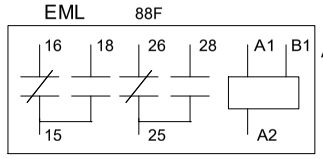
EDC3 27X3



A1 SCC:5
A2 SCC:6
21 TB13:151
22 TB13:152

COIL VOLTAGE - 125VDC
COIL RESISTANCE - 3729 Ohms

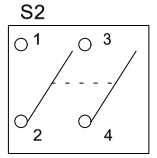
EML 88F



A1 TB9:110
A2 SCC:2
16 TB11:130
15 TB11:131
18 TB11:132

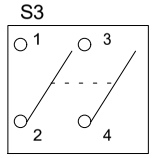
COIL VOLTAGE - 24-240VAC/VDC
COIL RESISTANCE - SOLID STATE

S2



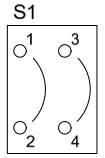
1 TB1:1A
2 SCC:3
3 TB1:2A
4 SCC:4

S3



1 TB1:1B
2 SCC:5
3 TB1:2B
4 SCC:6

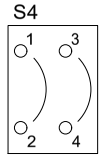
S1



1 TB1:1
2 SCC:1
3 TB1:2
4 SCC:2

AMP RATING - 15A

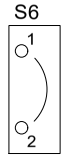
S4



1 TB1:3
2 EADM:2,DT:1L1
3 TB1:4
4 DT:5L3,EADM:7

AMP RATING - 15A

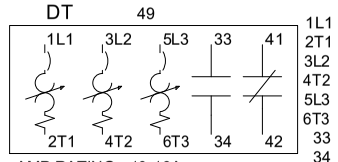
S6



1 TB4:35
2 HT:3W,PL:1

AMP RATING - 15A

DT 49



1L1 S4:2
2T1 DT:3L2
3L2 DT:2T1
4T2 TB9:103
5L3 S4:4
6T3 TB9:104
33 TB11:127
34 DT:42
41 TB11:129
42 TB11:128,DT:34

AMP RATING - 10-16A

AT2

TB3:23	1W	1D	EGA:1
TB3:24	2W	2D	EGA:2
SCC:1	3W	3D	EGA:3
EA:A1	4W	4D	EGA:4
TB3:21	5W	5D	EGA:5
TB3:22	6W	6D	EGA:6
GND:4	7W	7D	EGA:7

NOTES:
1) DC WIRING TO BE 14GA GRAY SIS VW1
2) AC WIRING TO BE 12GA GRAY SIS VW1
3) ALL GROUND WIRES TO BE 14GA GREEN SIS VW1
4) WIRE MARKERS TO BE SHRINK-TYPE AND TO SHOW SAME-END/OPPOSITE-END DESIGNATION
5) WIRE LUGS ARE TO BE INSULATED RING-TYPE (EXCEPT FOR DEVICES THAT DO NOT ACCEPT RING-TYPE TERMINALS)
6) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001

ORDER No. 333458

RELAY PANEL WIRING DIAGRAM

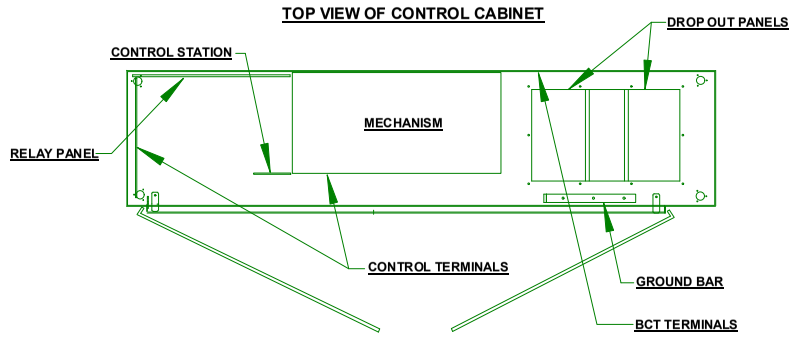
DRAWN	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

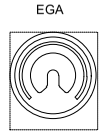
SHT 7 OF 13

TOP VIEW OF CONTROL CABINET



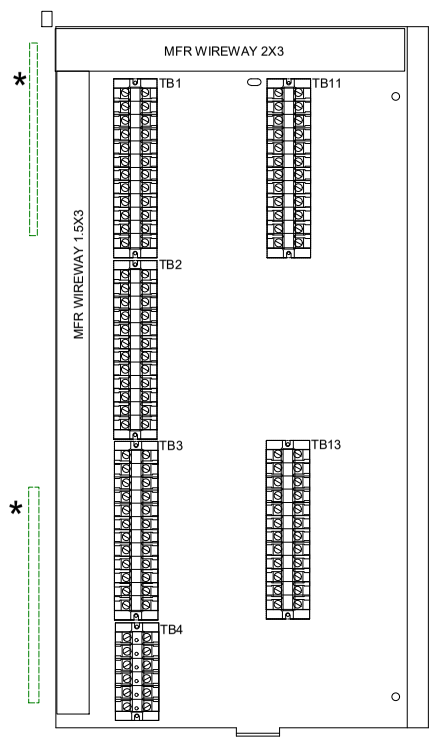
MANUFACTURING NOTES:
1) DEVICES TO BE MARKED WITH ENGRAVED PLASTIC TAGS.
2) DIN RAIL TO BE PER SPEC 1.415_881.
3) POSITION INDICATOR TAGS ATTACHED WITH STAINLESS STEEL SCREWS.
4) SCC:11 & SCC:12 ARE CONNECTED BY A 2PT SHORTING BAR.
5) MECHANISM OPERATION COUNTER TO INCREMENT ON CB OPENING.

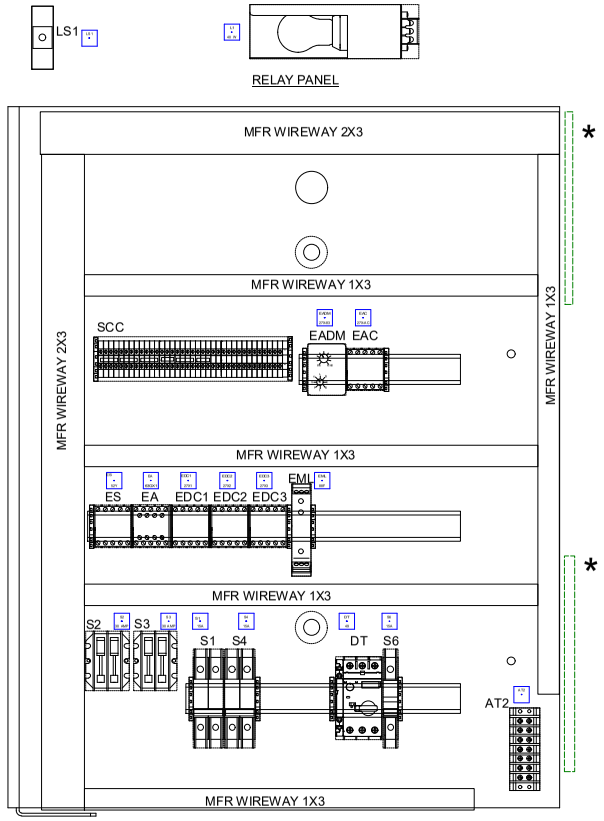
EGA



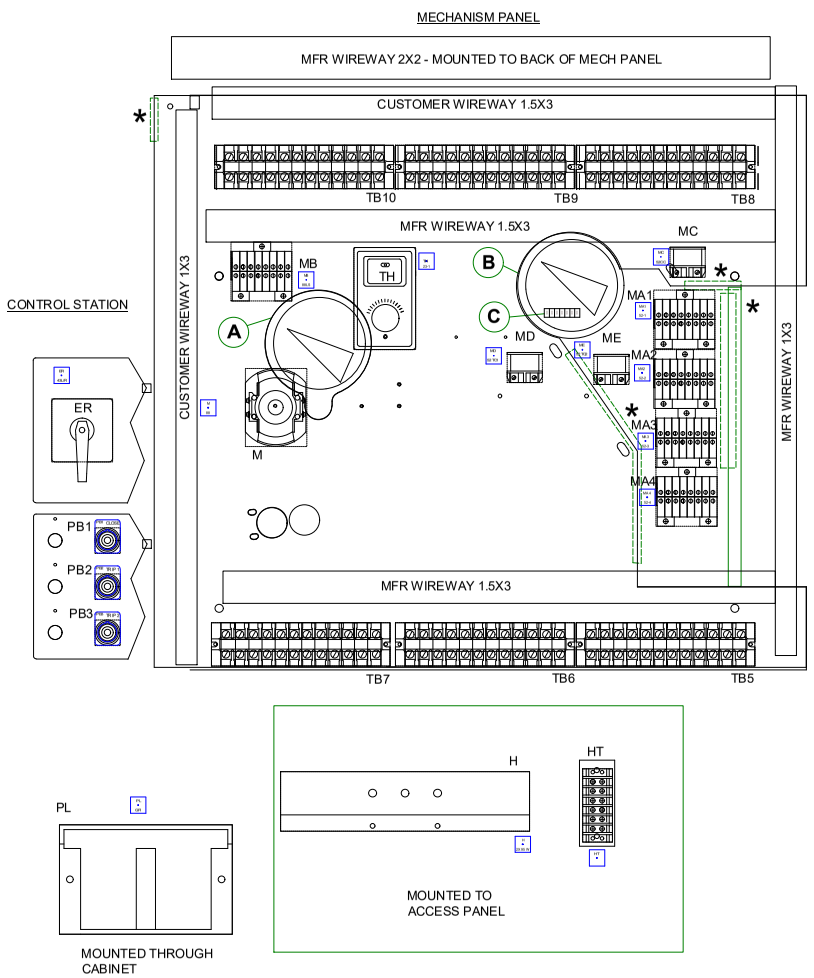
Ⓐ - CHARGE / DISCHARGE INDICATOR
Ⓑ - OPEN / CLOSE INDICATOR
Ⓒ - OPERATIONS COUNTER

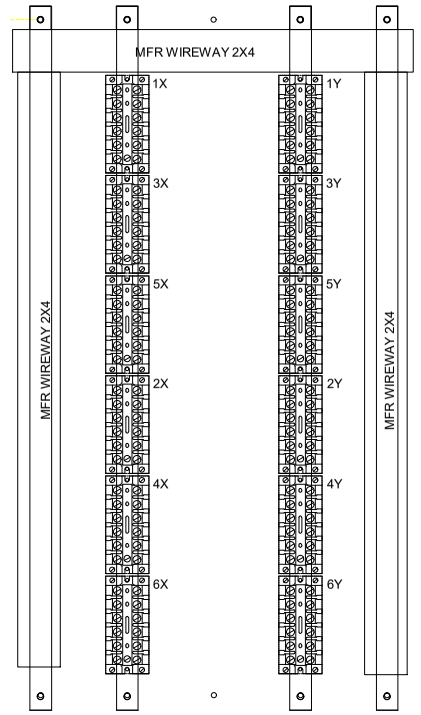
TERMINAL BLOCK PANEL

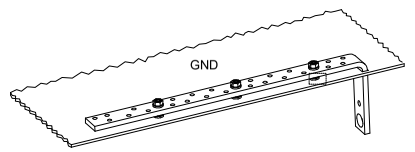




MECHANISM PANEL







REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021

COMPONENT LAYOUT

DRAWN	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 8 OF 13

ITEM	QTY	SAP #	MFR #	MFR	DESCRIPTION	DEVICE ID
001	002	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB11, TB13
002	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB1, TB2, TB3
003	001	CC410504-019	EB25B06	GENERAL ELECTRIC	TERMINAL BLOCK 6PT	TB4
004	012	CC410504-003	EB27B06S	GENERAL ELECTRIC	TERMINAL BLOCK 6PT, SHORTING	2Y, 3X, 3Y, 4X, 4Y, 5X, 5Y, 6X, 6Y, 1X, 1Y, 2X
005	001	CC410629-011	24203D 10D2L24A	ELECTROSWITCH	CONTROL SWITCH, LOCAL/REMOTE 3 STAGE	ER
006	001	CC410632-019	1-410-632-P19	GRID SOLUTIONS	CABINET LIGHT	L1
007	001	CC417123-001	E69-30A	CHERRY	DOOR SWITCH, 10A, 125/250VAC	LS1
008	001	CC410634-009	TSA901	ELECTROMODE	ADJUSTABLE THERMOSTAT 45-90F (7-32C)	TH
009	002	CC410635-009	202-AW	STATES	KNIFE SWITCH 2 POLE	S2, S3
010	001	CC410640-101	TP7018	THEPITT	RECEPTACLE, ENCLOSURE	TH
011	001	CC410640-019	IH3-1	THOMAS & BETTS / RED DOT	RECEPTACLE, ENCLOSURE	PL
012	001	CC410640-031	BWFFG-1BCV	HUBBELL	RECEPTACLE, WEATHERPROOF COVER	PL
013	001	CC410640-005	GF5352A	HUBBELL	RECEPTACLE, GFI, 120VAC, 20A, NEMA 5-20R	PL
014	009	CC410641-073	CLIPFIX35-5	PHOENIX	END CLAMP	END10, END33, END34, END35, END36, END37, END38
						END39, END40
015	001	CC410749-201	CS8C-22Z-110D	SPRECHER + SCHUH	CONTROL RELAY 4NO 4NC (125 VDC)	EA
016	004	CC410749-201	CS8C-22Z-110D	SPRECHER + SCHUH	CONTROL RELAY 2NO 2NC (125 VDC)	EDC1, EDC2, EDC3, ES
017	001	CC410749-206	CS8-22Z-120	SPRECHER + SCHUH	CONTROL RELAY 2NO 2NC (120 VAC)	EAC
018	001	CC410749-208	CS8-P22	SPRECHER + SCHUH	AUXILIARY CONTACT	EA
019	001	CC410749-091	PF083A	UNIVERSAL ELECTRONIC	RELAY SOCKET, 8 PIN, FOR USE WITH CLIP	EADM
020	002	CC410749-093	100054275	DIVERSIFIED	RETAINER CLIP FOR P91 BASE, BASE TYPE	EADM, EADM
021	001	CC413999-004	CIR409NYXX 120VAC	CHROMALOX	ANTICONDENSATION HEATER ASSY 120VAC	H
022	001	CC416206-004	1-416-206-P4	GRID SOLUTIONS	TERMINAL BLOCK COVER AUX 6PT	8
023	001	CC416868-001	1-416-868-P1	GRID SOLUTIONS	PUSH BUTTON / IND LITE BRACKET	17
024	001	CC416868-002	1-416-868-P2	GRID SOLUTIONS	CONTROL SWITCH BRACKET	18
025	001	CC417056-001	1-417-056-P1	GRID SOLUTIONS	SWITCH BRACKET	LS1
026	001	CC417125-001	GEL 40A15/120V 15199	GENERAL ELECTRIC	LIGHT BULB 40W 120VAC	L1
027	001	CC417294-006	1-417-294-G6	GRID SOLUTIONS	SPRING CHARGE MOTOR FOR FK3-1/131 MECHANISM	M
028	001	CC990024-008	2-990-024-P8	WIKA	DENSITY MONITOR (98.6,85,80) PSIG-BAR SCALE - PURE SF6	EGA
029	001	CC990035-001	2-990-035-P1	GRID SOLUTIONS	MECHANISM PANEL	PAN11
030	001	CC990156-003	2-990-156-P3	GRID SOLUTIONS	DT72.5 RELAY PANEL, VERSION 3	PAN17
031	004	CC991268-001	2-991-268-P1	GRID SOLUTIONS	6PT TB MOUNTING STRIP-NEW	PAN12, PAN13, PAN14, PAN15
032	001	CC410748-001	TB206	BUSSMANN	AUX. TERMINAL BLOCK, 6 PT	HT
033	001	CC410748-003	TB207	BUSSMANN	AUX. TERMINAL BLOCK, 7 PT	AT2
034	001	CC411123-011	TR-60622-E-480	MACROMATIC	TIME DELAY RELAY 2 FORM "C" / 120 VDC/VAC	EADM
035	002	CC412198-060	2907594	PHOENIX CONTACT	MINIATURE CIRCUIT BREAKER, 2 POLE 15A	S1, S4
036	001	CC412198-063	2907571	PHOENIX CONTACT	MINIATURE CIRCUIT BREAKER, 1 POLE 15A	S6
037	003	CC413166-023	WNO SER B	C3CONTROLS	PUSH BUTTON NO CONTACT, SER B	PB2, PB3, PB1
038	002	CC413166-025	W22PB-FK SER B	C3CONTROLS	PUSH BUTTON, BLK, 1NO	PB2, PB3
039	001	CC413166-026	W22PB-FR SER B	C3CONTROLS	PUSH BUTTON, RED, 1NO	PB1
040	001	CC413652-201	ETD-SL-1T-DTF	PHOENIX CONTACT	TIME DELAY RELAY, 2 FORM "C", 24-240VAC/VDC	EML
041	001	CC966188-202	330-T25S2U16	C3CONTROLS	MOTOR CIRCUIT CONTROLLER, 10-16A	DT
042	001	CC966188-204	330-SA11S25	C3CONTROLS	AUX CONTACT FOR MOTOR CIRCUIT CONTROLLER	DT
043	001		GROUND_BAR	GRID SOLUTIONS	GROUND BAR, 24PT	GND
044	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB5, TB6, TB7
045	003	CC410504-017	EB25B12	GENERAL ELECTRIC	TERMINAL BLOCK 12PT	TB10, TB8, TB9
046	003	CC49.102.110-20	49.102.110-20	GRID SOLUTIONS	COIL (125 VDC)	MC, MD, ME
047	005	CC49.105.100-01	49.105.100-01	GRID SOLUTIONS	AUXILIARY SWITCH FK3-X	MA1, MA2, MA3, MA4, MB
048	001	CC417925-002	1-417-925-G2	GRID SOLUTIONS	STANDARD CIRCUIT CONNECTOR	SCC

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001

ORDER No. 333458

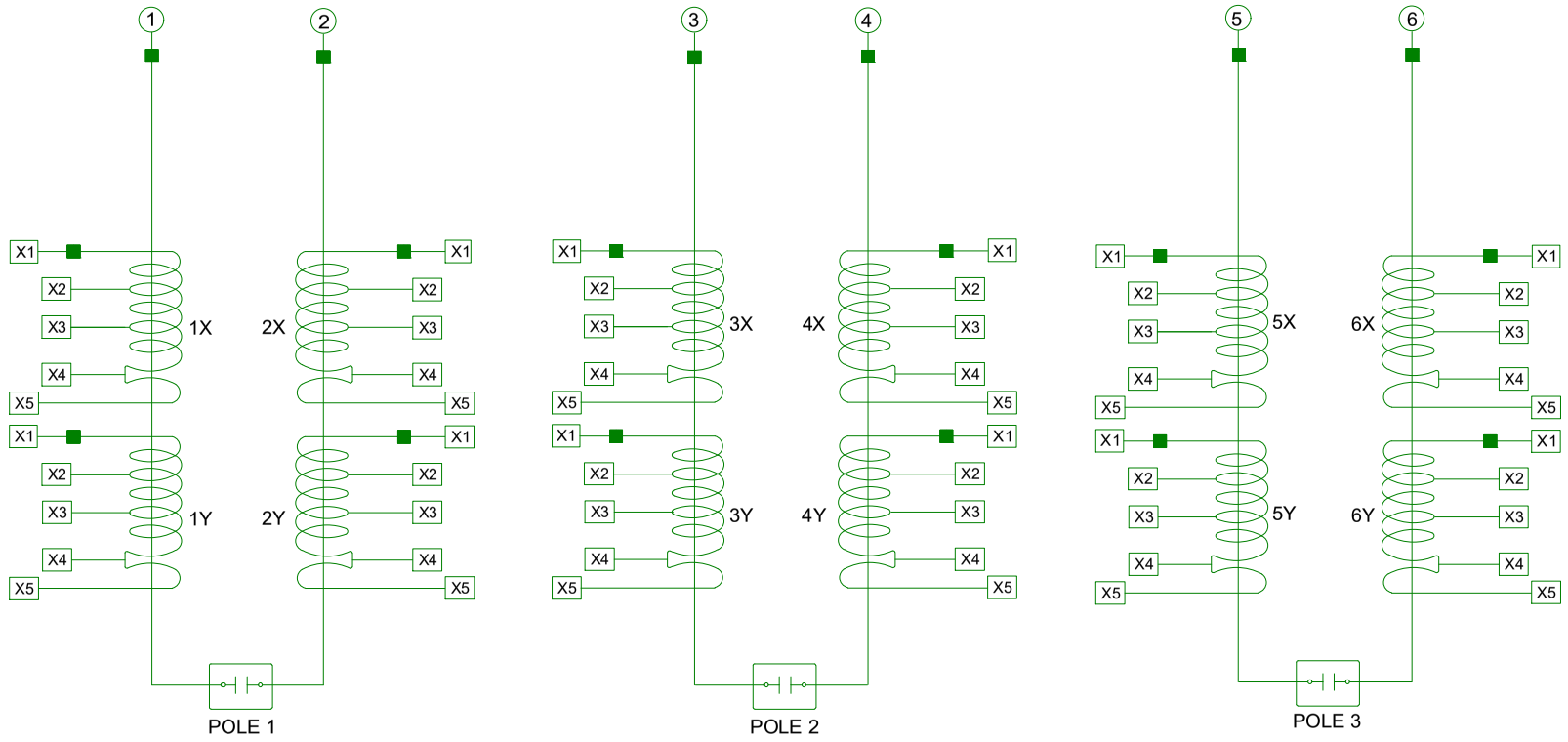
BILL OF MATERIALS

DRAWN	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 9 OF 13



BCT WIRING

1X		
1X-X1	1X1	
1X-X2	1X2	
1X-X3	1X3	
1X-X4	1X4	
1X-X5	1X5	
GND	GND	

1Y		
	1Y1	1Y-X1
	1Y2	1Y-X2
	1Y3	1Y-X3
	1Y4	1Y-X4
	1Y5	1Y-X5
	GND	GND

3X		
3X-X1	3X1	
3X-X2	3X2	
3X-X3	3X3	
3X-X4	3X4	
3X-X5	3X5	
GND	GND	

3Y		
	3Y1	3Y-X1
	3Y2	3Y-X2
	3Y3	3Y-X3
	3Y4	3Y-X4
	3Y5	3Y-X5
	GND	GND

5X		
5X-X1	5X1	
5X-X2	5X2	
5X-X3	5X3	
5X-X4	5X4	
5X-X5	5X5	
GND	GND	

5Y		
	5Y1	5Y-X1
	5Y2	5Y-X2
	5Y3	5Y-X3
	5Y4	5Y-X4
	5Y5	5Y-X5
	GND	GND

2X		
2X-X1	2X1	
2X-X2	2X2	
2X-X3	2X3	
2X-X4	2X4	
2X-X5	2X5	
GND	GND	

2Y		
	2Y1	2Y-X1
	2Y2	2Y-X2
	2Y3	2Y-X3
	2Y4	2Y-X4
	2Y5	2Y-X5
	GND	GND

4X		
4X-X1	4X1	
4X-X2	4X2	
4X-X3	4X3	
4X-X4	4X4	
4X-X5	4X5	
GND	GND	

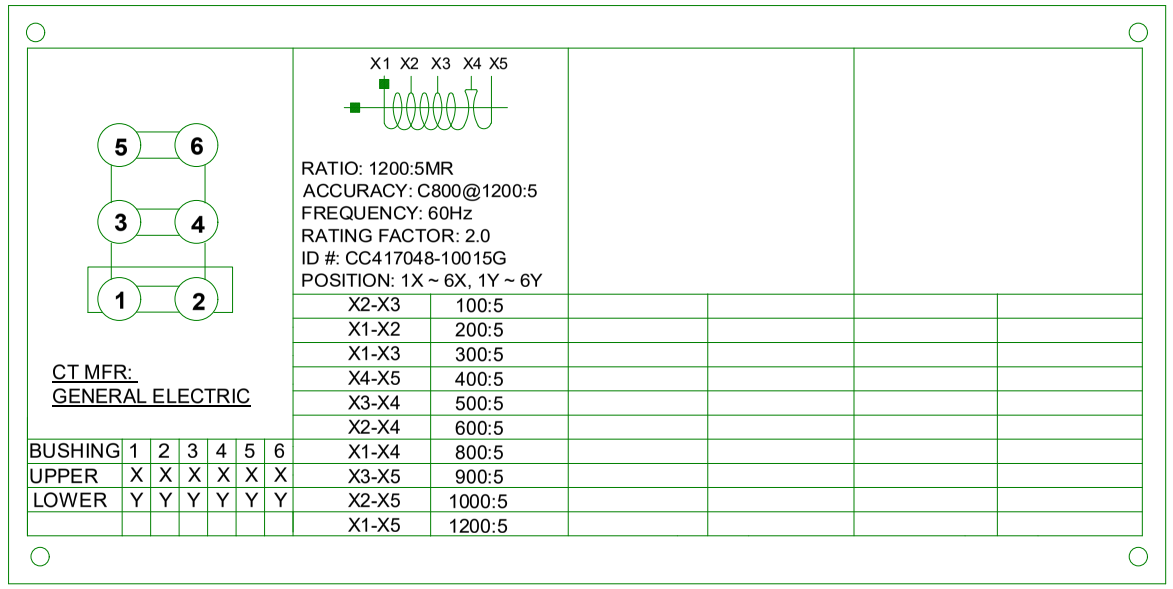
4Y		
	4Y1	4Y-X1
	4Y2	4Y-X2
	4Y3	4Y-X3
	4Y4	4Y-X4
	4Y5	4Y-X5
	GND	GND

6X		
6X-X1	6X1	
6X-X2	6X2	
6X-X3	6X3	
6X-X4	6X4	
6X-X5	6X5	
GND	GND	

6Y		
	6Y1	6Y-X1
	6Y2	6Y-X2
	6Y3	6Y-X3
	6Y4	6Y-X4
	6Y5	6Y-X5
	GND	GND

CT WIRING NOTES:
1) LEADS TO BE TERMINATED WITH INSULATED TYPE LUGS.
2) ALL CT LEADS ARE TO BE SHORTED BEFORE SHIPMENT. IF TERMINAL BLOCKS ARE NOT EQUIPPED WITH INTEGRATED SHORTING BARS - SHORTING TO BE ACCOMPLISHED WITH 10GA GRAY SIS VW1 WIRE JUMPERS. WHT-BLK-GND.
(IF LEADS ARE NOT COLOR CODED SHORT THE FIRST LEAD-THE LAST LEAD-GROUND)
3) ALL BCT LEADS ARE 10GA WIRE.
4) ALL GROUND WIRES ARE 10GA GREEN SIS WIRE.

BCT NAMEPLATE



BUSHING	1	2	3	4	5	6
UPPER	X	X	X	X	X	X
LOWER	Y	Y	Y	Y	Y	Y

X2-X3	100:5
X1-X2	200:5
X1-X3	300:5
X4-X5	400:5
X3-X4	500:5
X2-X4	600:5
X1-X4	800:5
X3-X5	900:5
X2-X5	1000:5
X1-X5	1200:5

BCT NAMEPLATE NOTES:
1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
2) NAMEPLATE LOCATION: INTERNAL
3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1_416_218_P3/4.
4) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021
			A.Izvorean	N.Buzzard	04/16/2021
			DRAWN	CHECKED	DATE

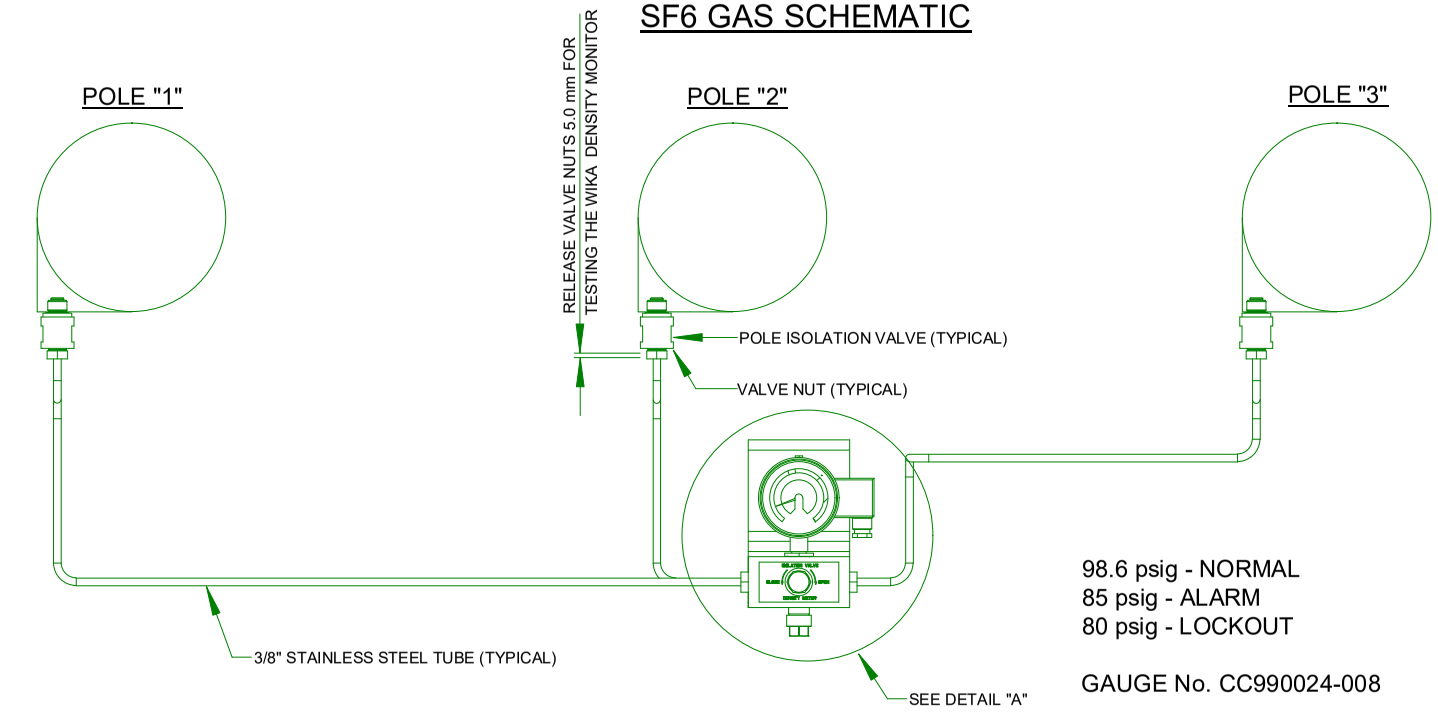
BCT WIRING DIAGRAM & NAMEPLATE

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

Grid Solutions
One Power Lane
Charleroi, PA 15022

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458
DRAWING No.: E333458010
SHT 10 OF 13

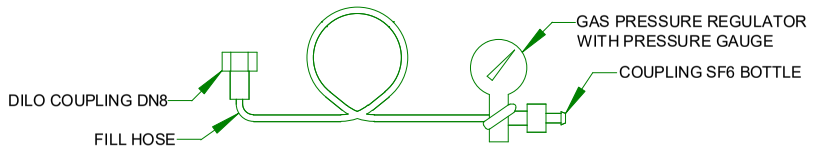
SF6 GAS SCHEMATIC



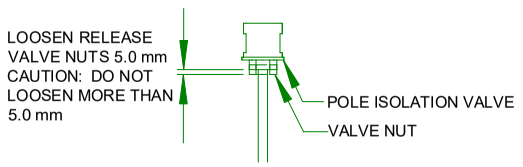
98.6 psig - NORMAL
85 psig - ALARM
80 psig - LOCKOUT

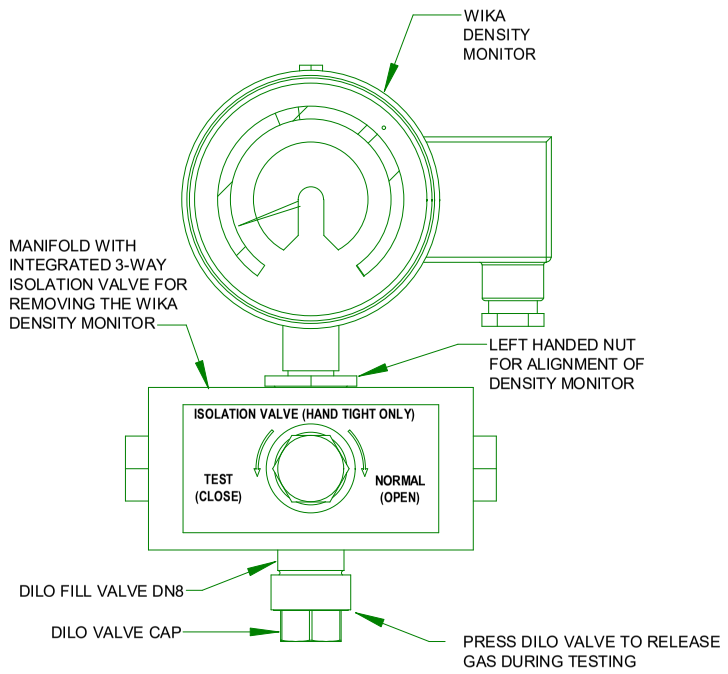
GAUGE No. CC990024-008

FILL HOSE & REGULATOR DETAIL



POLE ISOLATION VALVE DETAIL





DETAIL "A"

NOTES:
1) ALL TUBING IS 3/8" STAINLESS.
2) GAS SAMPLING CAN BE DONE THROUGH FILL VALVE.
3) POLE ISOLATION VALVES USED TO ISOLATE TANK FROM GAS PIPING.
4) PRESSURE SWITCHES ARE LOCATED INSIDE THE DENSITY GAUGE HOUSING

RATINGS NAMEPLATE

	TYPE: DT1-170FK-40-F1	CUSTOMER P.O.: 2008109-002
	SERIAL NUMBER:	ORDER NUMBER: 333458
	MANUFACTURE DATE:	PARTS LIST No.: 333458-010
		WIRING DIAGRAM: E333458010
		INSTRUCTION BOOK No.: IB-DT12FK
RATED MAXIMUM VOLTAGE 170 kV	RATED INTERRUPTING TIME 3.0 CYCLES	SF6 PRESSURE (@ 20° C / 68° F) RELATIVE PRESSURE
RATED VOLTAGE RANGE FACTOR (K) 1.0	RATED SHORT CIRCUIT CURRENT -TERMINAL FAULT 40 kA	-NORMAL OPERATING PRESSURE 98.6 psig
RATED FREQUENCY 60 Hz	-90% SLF WITH 0nFL_g CAPACITANCE (WITHIN 100m) 40 kA	-LOW PRESSURE ALARM 85 psig
DUTY CYCLE O-0.3s-CO-15s-CO	-FIRST-POLE-TO-CLEAR FACTOR 1.3	-MINIMUM PRESSURE 80 psig
RATED CONTINUOUS CURRENT 1200 A	TEMPERATURE RANGE -30° C to +50° C	WEIGHT OF GAS 76 lbs
CAPACITANCE CURRENT SWITCHING	SHORT CIRCUIT CURRENT WITHSTAND DURATION 3s	TOTAL WEIGHT 5,065 lbs
-VOLTAGE FACTOR 1.2	% DC COMPONENT 51%	MECHANISM TYPE FK3-1/131 SPRING
-LINE CHARGING 160 A	FULL WAVE IMPULSE WITHSTAND 750 kV	CONTROL VOLTAGE
-ISOLATED BANK 400 A	SWITCHING IMPULSE WITHSTAND	-CLOSING 125VDC, 3.5A
-BACK-TO-BACK 400 A	-TERMINAL-TO-GROUND N/A	-TRIPPING (EACH) 125VDC, 3.5A
-INRUSH PEAK 20 kA	-TERMINAL-TO-TERMINAL N/A	-MOTOR 125VDC, 1.6kW
-INRUSH FREQUENCY 4250 Hz		-SPACE HEATER 120VAC, 190W
OUT-OF-PHASE SWITCHING 10 kA		
ONE POWER LANE CHARLEROI, PA 15022	GRID SOLUTIONS	DESIGNED AND MANUFACTURED IN USA

RATINGS NAMEPLATE NOTES:
1) NAMEPLATE MATERIAL: ANODIZED ALUMINUM
2) NAMEPLATE LOCATION: EXTERNAL
3) NAMEPLATE DIMENSIONS AS SHOWN ON DRAWING 1_416_218_P1/P2
4) MANUFACTURE DATE AND SERIAL NUMBER ARE TO BE FILLED IN BY NAMEPLATE VENDOR PRIOR TO ENGRAVING
5) NAMEPLATE IS TO BE ATTACHED WITH ALUMINUM RIVETS.

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001

ORDER No. 333458

RATINGS NAMEPLATE - GAS SCHEMATIC

DRAWN	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021

Grid Solutions
One Power Lane
Charleroi, PA 15022

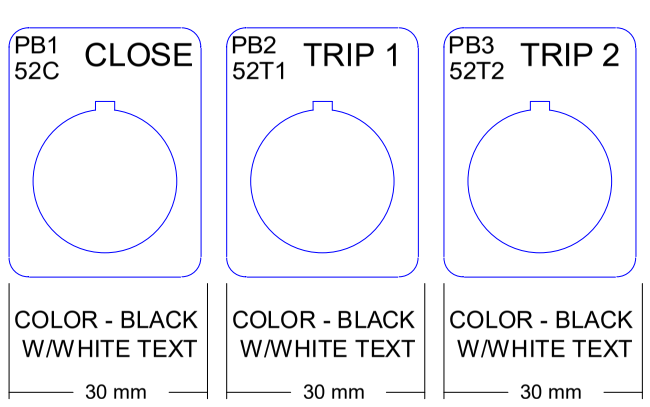
DRAWING No.: E333458010

SHT 11 OF 13

DEVICE TAGS

AT2	EA 63GX1	DT 49	ES 52Y	H 2X 95 W	HT	L1 40 W
LS1	M 88	MA1 52-1	MA2 52-2	MA3 52-3	MA4 52-4	MB 88LS
MC 52CC	MD 52TC1	ME 52TC2	PL GFI	S1 15A	S2 30 AMP	S3 30 AMP
S4 15A	S6 15A	TH 23-1	EML 88F	ER 43L/R	EADM 27X-83	EDC1 27X1
EDC2 27X2	EDC3 27X3	EAC 27X-AC				

DEVICE TAG NOTES:
1) TAG MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) TAG DIMENSIONS AS PER FABRICATION
DRAWING 1_417_376_P1.



TERMINAL BLOCK MARKER STRIPS

TB1	TB2	TB3	TB5	TB6	TB7	TB8	TB9	TB10	TB11	TB13	TB4
1	7	13	51	63	75	87	99	111	123	147	31
2	7R	17	52	64	76	88	100	112	124	148	32
1A	8	18	53	65	77	89	101	113	125	149	33
2A	9	19	54	66	78	90	102	114	126	150	34
1B	9R	20	55	67	79	91	103	115	127	151	35
2B	9A	21	56	68	80	92	104	116	128	152	36
3	9AR	22	57	69	81	93	105	117	129	153	
4	10	23	58	70	82	94	106	118	130	154	
5	10A	24	59	71	83	95	107	119	131	155	
6	11	25	60	72	84	96	108	120	132	156	
B1	11A	26	61	73	85	97	109	121	133	157	
B2	B3	27	62	74	86	98	110	122	134	158	
P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P4	P5

TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - BLACK WITH WHITE LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING 1_417_376_P... (SEE P#'S FOR EACH STRIP)

BCT TERMINAL BLOCK MARKER STRIPS

1X 1X1	2X 2X1	3X 3X1	4X 4X1	5X 5X1	6X 6X1
1X2	2X2	3X2	4X2	5X2	6X2
1X3	2X3	3X3	4X3	5X3	6X3
1X4	2X4	3X4	4X4	5X4	6X4
1X5	2X5	3X5	4X5	5X5	6X5
GND	GND	GND	GND	GND	GND
P8	P8	P8	P8	P8	P8

1Y 1Y1	2Y 2Y1	3Y 3Y1	4Y 4Y1	5Y 5Y1	6Y 6Y1
1Y2	2Y2	3Y2	4Y2	5Y2	6Y2
1Y3	2Y3	3Y3	4Y3	5Y3	6Y3
1Y4	2Y4	3Y4	4Y4	5Y4	6Y4
1Y5	2Y5	3Y5	4Y5	5Y5	6Y5
GND	GND	GND	GND	GND	GND
P8	P8	P8	P8	P8	P8

BCT TERMINAL MARKER STRIP NOTES:
1) STRIP MATERIAL: PLASTIC - YELLOW WITH BLACK LETTERS
2) STRIP DIMENSIONS AS SHOWN ON FABRICATION
DRAWING 1_417_376_P... (SEE P#'S FOR EACH STRIP)

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021
			A.Izvorean	N.Buzzard	04/16/2021
			DRAWN	CHECKED	DATE

DEVICE TAGS

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

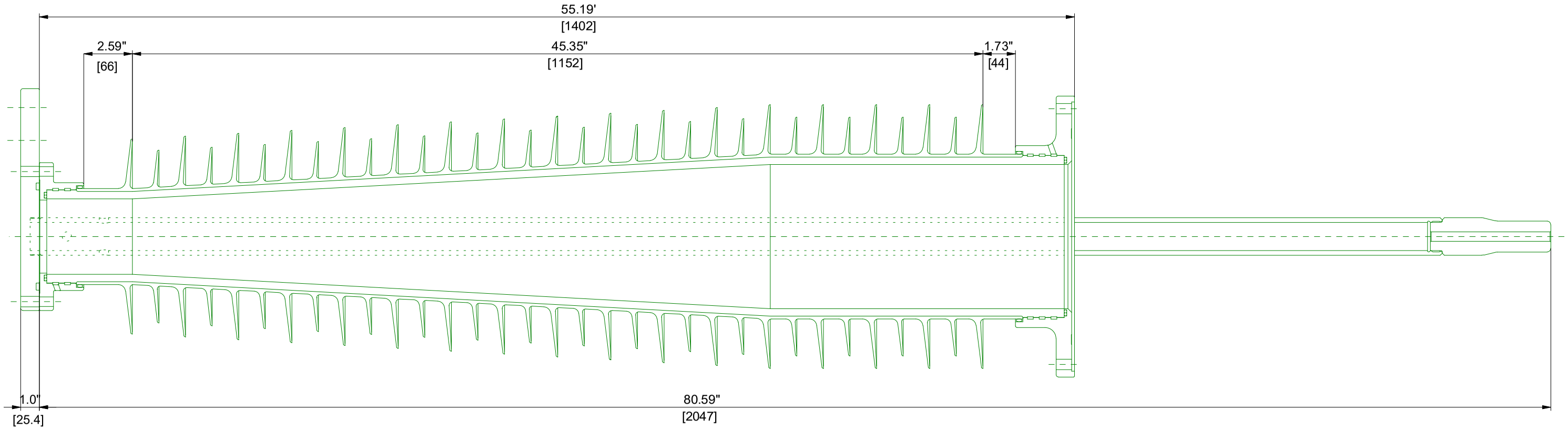
MATERIAL ID: CCDT1-170FK-F1-001

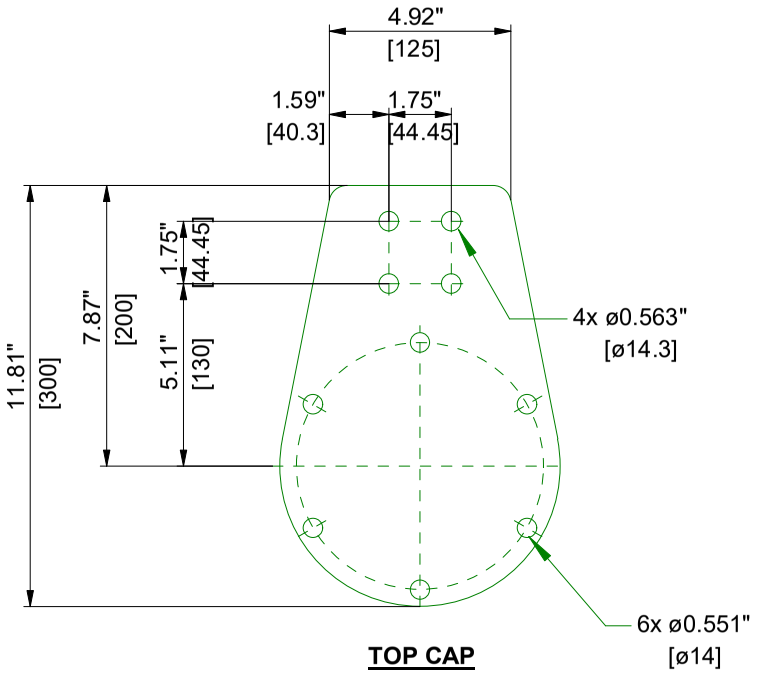
ORDER No. 333458

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 12 OF 13





TOP CAP

BUSHING DATA

MATERIAL: COMPOSITE
CREEP DISTANCE, MIN.: 4505 mm / 177.4"
STRIKE DISTANCE, MIN.: 1305 mm / 51.4"
BIL: 750 kV
COLOR: ANSI 70 GRAY
HIGH VOLTAGE CONNECTION: ALUMINUM, TIN PLATED - NEMA 4 - THROUGH HOLE

REV.	DESCRIPTION	ECN NO.	DRAWN BY	CHECKED	DATE
1	Added loss of power relays, revised overcurrent protection devices.	217796323	W.Holt	A.Izvorean	05/05/2021

CUSTOMER: AMPIRICAL SOLUTIONS, LLC / CITY OF BENTONVILLE
CUSTOMER ORDER No.: 2008109-002
SUBSTATION: SUBSTATION E
SERIAL No.: 3334580010001
CUSTOMER EQ. No.:

MATERIAL ID: CCDT1-170FK-F1-001
ORDER No. 333458

BUSHING OUTLINE

DRAWN	CHECKED	DATE
A.Izvorean	N.Buzzard	04/16/2021

Grid Solutions
One Power Lane
Charleroi, PA 15022

DRAWING No.: E333458010

SHT 13 OF 13

Grid Solutions
a GE and Alstom joint venture

DT1-145 and DT1-170

Dead tank circuit breakers from 123 kV to 170 kV

Grid Solutions' position as global leader in circuit breaker development comes from the operating experience accumulated from more than 100,000 circuit breakers with spring-spring-operated mechanisms in service worldwide.

CUSTOMER BENEFITS

- SF_6 gas tightness guarantee
- High performance ratings
- Reliability under the most severe conditions
- Flexibility
- Virtually maintenance free
- Easy to install

With Grid Solutions, you are choosing a company that you can trust.

The DT1-145 and the DT1-170 are dead tank circuit breakers suitable for application at 170 kV and below. They are specifically designed and tested for general or definite purpose applications as well as for severe environmental conditions including low temperature, highly active seismic areas and regions with high pollution levels or corrosive atmospheres.

PERFORMANCE

The DT1-145/170 are suitable for application up to nameplate ratings, including definite purpose ratings. Extensive mechanical design testing to 10,000 operations and Class M2 certification ensure trouble-free operation for the lifetime of the circuit breaker.

GAS TIGHTNESS GUARANTEE

Grid Solutions leads the industry in SF_6 gas tightness testing technology including seals, castings and plumbing systems. Each breaker is factory tested using Grid Solutions's proprietary gas tightness testing system which provides measurable, quantifiable test results on the breaker in its fully assembled, as-shipped condition.

QUALITY

Grid Solutions designs, manufactures, tests and delivers its circuit breakers in accordance with the latest IEEE/ANSI and IEC Standards, maintaining a quality assurance system according to ISO-9001 and ISO 14001 certifications. The center of excellence for dead tank circuit breakers is located in Charleroi, PA (USA).

INSTALLATION AND MAINTENANCE

The DT1-145/170 are factory tested and adjusted and do not require any "special tools" for installation. Designed with the smallest symmetrical footprint to allow for minimised foundation costs, they are recognized worldwide as easy-to-install and operate circuit breakers. Thanks to the low energy mechanism and lifetime lubricants, the DT series is virtually maintenance free.

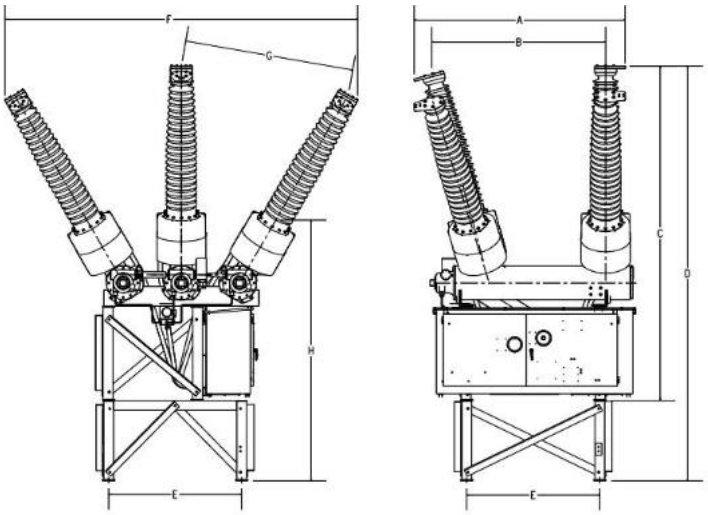
The DT1 series on-site installation requires only a few simple steps. For installations where truck shipment is impossible, all DT series circuit breakers can be readied for standard container shipment with only their bushings disassembled.

Low energy FK3-1 mechanism

TECHNICAL DATA

	Value	Units
SF_6 pressure	93/0.64	psig/Mpa
Motor	1,600	watts
Close coil/Trip coil	440/440	watts
Ambient temperature range*	-30 to +40	degree C
High seismic capability in accordance with IEEE 693-2005		
Weight (without current transformers)	4,180/1,900	lb/kg

* Optional values available on request



DIMENSIONS

Rated Maximum Voltage	A (in/mm)	B (in/mm)	C (in/mm)	D (in/mm)	E (in/mm)	F (in/mm)	G (in/mm)	H (in/mm)
145 kv	90/2,284	70/1,779	136/3,459	169/4,289	54/1,372	90/2,284	69/1,747	102/2,600
170 kv	90/2,366	73/1,849	146/3,719	179/4,549	54/1,372	153/3,898	74/1,881	102/2,591

RATINGS

IEEE/ANSI	IEC	Value	Units
Rated maximum voltage	Rated voltage	123/145/170	kV
Rated power frequency	Rated frequency	50/60	Hz
Rated dielectric withstand capability	Rated insulation level		
dry withstand	at power frequency, dry	260/310/365	kV
wet withstand	at power frequency, wet	230/275/315	kV
Rated lightning impulse withstand voltage	at lightning impulse	550/650/750	kV
Rated chopped wave impulse voltage 2us		710/838/968	kV
Rated continuous current	Rated normal current	1,200/2,000/3,000	A
Rated short-circuit current	Rated short-circuit breaking current	40	kA
Rated closing, latching, and short time carrying		104	kA
Rated capacitance switching*			
	Rated single capacitor bank breaking current	400	A
Rated interrupting time		3	cycles
	Rated break time	50	ms
Rated standard operating duty	Rated operating sequence	O-0.3s-CO-15s-CO	

* Ratings available upon request.
** Please contact Grid Solutions for special purpose, high TRV, high X/R or other ratings requirements.

IPO OPTION

The DT1-145 and the DT1-170 are also available in Independent Pole Operation (IPO) configuration with separated spring/spring mechanism for each phase. Paired with a synchronous controller this can be used for point-on-wave switching of shunt capacitor or shunt reactor banks.

For more information please contact GE Grid Solutions

Worldwide Contact Center
Web: www.GEGridSolutions.com/contact
Phone: +44 (0) 1785 250 070

www.GEGridSolutions.com

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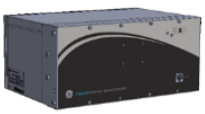
Line Card
High Voltage Circuit Breakers

Grid Solutions offers a comprehensive portfolio of high voltage circuit breakers designed and tested to meet the rigorous demands of the North American power system

Product		Ratings	Features
DT1-38FK-40-F1		• Up to 38kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F1		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-72.5FK-40-F3		• 72.5kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-145FK-40-F1 DT1-170FK-40-F1		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanism • Gang Operated
DT1-145FK-40-F3 DT1-170FK-40-F3		• 123kV, 145kV, 170kV • 1200A to 3000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-72.5-63-F1 DT1-145-63-F1		• 72.5kV, 123kV, 145kV • 1200A to 4000A • 63kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-40-F1		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-4 SPRING/SPRING mechanism • Gang Operated • Optional 2 cycle performance
DT1-245P-40-F3		• 245kV • 1200A to 4000A • 40kA, 3 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching
DT1-245P-63-F1		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanism • Gang Operated • NO CAPACITORS
DT1-245P-63-F3		• 245kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-1 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • NO CAPACITORS

Product		Ratings	Features
MOV for Shunt Reactor Switching		• 38kV to 800kV • Dead Tank, Live Tank, Circuit Switcher • Varistors sized based on user specifications.	• Varistors across HV Terminals extend circuit breaker life • External mounting for increased reliability and ease of maintenance
DT1-362-63-F3 DT1-362R-63-F3		• 362kV • 1200A to 5000A • 63kA, 2 cycles	• FK3-6 SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Optional Synchronous Control for Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR)
DT2-550-63-H3 DT2-550-63-F3 DT2-550R-63-H3 DT2-550R-63-F3		• 550kV • 1200A to 5000A • 63kA, 2 cycles	• Hydraulic Mechanisms • Independent Pole Operation (IPO) • Optional Point-on-Wave Switching • Optional Pre-Insertion Resistors (PIR) • Optional SPRING/SPRING Mechanisms
GL3 Series Live Tank		• 72.5kV to 800kV • 1200A to 4000A • Up to 63kA, 3 cycles	• FK3-x SPRING/SPRING mechanisms • Independent Pole Operation (IPO) • Or Gang Operated (voltage dependent)
Live Tank GL309 GL312 GL313 GL314		• 72.5kV to 245kV • 1200A to 3000A • Up to 40kA, 3 cycles	• Circuit Switcher applications • FK SPRING/SPRING operated mechanism • Circuit Breaker performance in a Circuit Switcher footprint
GL314BPS High Speed Bypass Switch		• Up to 800kV system • Up to 170kV across gap • Making Current 120kAp • Insertion Current 5000A • Insertion Voltage 300kVp	• Series Capacitor Bypass Protection • FK3-2 SPRING/SPRING mechanisms • Independent Pole Operation
HYpact		• 72.5 kV to 170kV • 2500A • 40kA, 3 cycles • Hybrid compact switchgear assembly	• FK3-1 SPRING/SPRING mechanism • Gang Operated • Endless configurations –breakers, disconnect switches, CTs, VTs, cable connections.
CBWatch3		• Circuit Breaker Monitoring • IEC 61850 8.1 (DNP3 option)	• Permanent real-time monitoring of CB operational parameters • SF6 emissions trending
g3 green gas for grid		• Ratings are product and customer specific.	• SF_6 Free • Global Warming Potential 98% lower than SF_6 gas
Synchronous Control (Point on Wave Switching)		• Cabinet mounted or Rack Mounted	• Point-on-wave (POW) trip/close • Capacitors, reactors, transformers • Residual Flux compensation available

* Special ratings and applications available on request. Contact your GE representative for more information.

Terms and Conditions for Sale of Products and Services
Form EM 104 (Grid Solutions)

NOTICE: Sale of any Products or Services is expressly conditioned on Buyer's assent to these Terms and Conditions. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No facility entry form shall modify these Terms and Conditions even if signed by Seller's representative. Any order to perform work and Seller's performance of work shall constitute Buyer's assent to these Terms and Conditions. Unless otherwise specified in the quotation, Seller's quotation shall expire 30 days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

1. Definitions

"Buyer" means the entity to which Seller is providing Products or Services under the Contract.

"Contract" means either the contract agreement signed by both parties, or the purchase order signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these Terms and Conditions, Seller's final quotation, the agreed scope(s) of work, and Seller's order acknowledgement. In the event of any conflict, the Terms and Conditions shall take precedence over other documents included in the Contract.

"Contract Price" means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately

"Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

"Insolvent/Bankrupt" means that a party is insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for it or any of its assets, or files or has filed against it a proceeding under any bankruptcy, insolvency dissolution or liquidation laws.

"Products" means the equipment, parts, materials, supplies, software, and other goods Seller has agreed to supply to Buyer under the Contract.

"Seller" means the entity providing Products or performing Services under the Contract.

"Services" means the services Seller has agreed to perform for Buyer under the Contract.

"Site" means the premises where Products are used or Services are performed, not including Seller's premises from which it performs Services.

"Terms and Conditions" means these "Terms and Conditions for Sale of Products and Services", including any relevant addenda pursuant to Article 18, together with any modifications or additional provisions specifically stated in Seller's final quotation or specifically agreed upon by Seller in writing.

2. Payment

2.1 Buyer shall pay Seller for the Products and Services by paying all invoiced amounts by direct bank transfer in the currency specified by Seller in the Contract, without set-off for any payment from Seller not due under this Contract, within thirty (30) days from the invoice date. Remittance advice notifying of payment is to be sent to **Remit.Renewable.Energy@ge.com**. Invoicing and payment shall be in accordance with the Contract. If not otherwise agreed in the Contract, Seller shall issue invoices upon shipment of Products and as Services are performed, or if the Contract Price is U.S. Two Hundred Fifty Thousand Dollars ($250,000) or more, progress payments shall be invoiced starting with twenty-five percent (25%) of the Contract Price for Products and Services upon the earlier of Contract signature or issuance of Seller's order acknowledgement and continuing such that ninety percent (90%) of the Contract Price for

Products is received before the earliest scheduled Product shipment and Services are invoiced as performed ("the Progress Payments"). For each calendar month, or fraction thereof, that payment is late, Buyer shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. If the price is set by the Contract in a currency other than U.S. dollars, references to U.S. dollars in this Section 2.1 shall mean the equivalent amount in the applicable currency. To support the prevention of fraud, in the event the Buyer is required to make a payment to a bank account that is not the one expressly agreed in the Contract, the Seller shall before proceeding with payment request confirmation to the Seller that the bank account identified in the invoice or request for payment is valid. Verification must be anticipated not to lead to any delay in making payment.

2.2 As and if requested by Seller, Buyer shall at its expense establish and keep in force payment security in the form of an irrevocable, unconditional, sight letter of credit or bank guarantee allowing for pro-rata payments as Products are shipped and Services are performed, plus payment of cancellation and termination charges, and all other amounts due from Buyer under the Contract ("Payment Security"). The Payment Security shall be (a) in a form, and issued or confirmed by a bank acceptable to Seller, (b) payable at the counters of such acceptable bank or negotiating bank, (c) opened prior to commencement of work by Seller with respect to development, manufacturing and shipment of Products and at least sixty (60) days prior to commencement of Services, and (d) remain in effect until the latest of ninety (90) days after the last scheduled Product shipment, completion of all Services and Seller's receipt of the final payment required under the Contract. Buyer shall, at its expense, increase the amount(s), extend the validity period(s) and make other appropriate modifications to any Payment Security within ten (10) days of Seller's notification that such adjustment is necessary in connection with Buyer's obligations under the Contract.

2.3 Seller is not required to commence or continue its performance unless and until any required Payment Security is received, operative and in effect and all applicable Progress Payments have been received. For each day of delay in receiving Progress Payments or acceptable Payment Security, Seller shall be entitled to an equitable extension of the schedule. If at any time Seller reasonably determines that Buyer's financial condition or payment history does not justify continuation of Seller's performance, Seller shall be entitled to require full or partial payment in advance or otherwise restructure payments, request additional forms of Payment Security, suspend its performance or terminate the Contract.

3. Taxes and Duties

Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Contract ("Seller Taxes"). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Contract or the performance of or payment for work under the Contract other than Seller Taxes ("Buyer Taxes"). The Contract Price does not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Contract Price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes.

4. Deliveries; Title Transfer; Risk of Loss; Storage

4.1 For shipments that do not involve export, including shipments from one European Union ("EU") country to another EU country, Seller shall deliver Products to Buyer FCA Seller's facility or warehouse (Incoterms 2020). For export shipments, Seller shall deliver Products to Buyer FCA Port of Export (Incoterms 2020). Notwithstanding anything to the contrary, for any importation, Buyer shall be identified as the importer in all applicable documents. Buyer shall pay all delivery costs and charges or pay Seller's standard shipping charges plus up to twenty-five (25%) percent. Partial deliveries are permitted. Seller may deliver Products in advance of the delivery schedule. In case Buyer and Seller agree on different transportation arrangement with cost of freight and delivery to destination included in the Contract Price, Seller will not be responsible for any increase in transportation costs occurring after the Contract signature unless if caused by Seller's sole negligence, and Seller will be entitled to invoice the Buyer the additional transportation costs it has actually incurred, subject to reasonable justification of such additional costs. Delivery times are approximate and are dependent upon prompt receipt by Seller of all information necessary to proceed with the work without interruption. If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, Buyer shall so notify Seller within ten (10) days after receipt.

4.2 For shipments that do not involve export, title to Products shall pass to Buyer upon delivery in accordance with Section 4.1. For export shipments from a Seller facility or warehouse outside the U.S., title shall pass to Buyer upon delivery in accordance with Section 4.1. For shipments from the U.S. to another country, title shall pass to Buyer immediately after each item departs from the territorial land, seas and overlying airspace of the U.S. The 1982 United Nations Convention of the law of the Sea shall apply to determine the U.S. territorial seas. For all other shipments, title to Products shall pass to Buyer the earlier of (i) the port of export immediately after Products have been cleared for export or (ii) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When Buyer arranges the export or intercommunity shipment, Buyer will provide Seller evidence of exportation or intercommunity shipment acceptable to the relevant tax and custom authorities.

4.3 Risk of loss shall pass to Buyer upon delivery pursuant to Section 4.1, except that for export shipments from the U.S., risk of loss shall transfer to Buyer upon title passage.

4.4 If any Products to be delivered under this Contract or if any Buyer equipment repaired at Seller's facilities cannot be shipped to or received by Buyer or end user when ready due to any cause attributable to Buyer, its other contractors or the end user, Seller may ship the Products and equipment to a storage facility, including storage at the place of manufacture or repair, or to an agreed freight forwarder. If Seller places Products or equipment into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to Seller upon delivery or shipment shall be due; (iii) Seller will be entitled to invoice the Buyer the costs of transportation to the storage facilities plus a lumpsum amount of 0.5% of the Contract Price per full week (or prorata thereof) of storage with a minimum of USD 1000 (one thousand United States Dollars). Invoices shall be on a weekly basis starting the beginning of third week of storage until the shipment of the Products can be made ; and (iv) when conditions permit and upon payment of all amounts due, Seller shall make Products and repaired equipment available to Buyer for delivery. If the Contract requires Seller to submit drawings or other documents for approval by Buyer, Buyer shall review and issue its response (either approval or disapproval with reasons for disapproval detailed) within 10 days of Seller's submittal. If Buyer fails to provide a response within 10 days, the submittal shall be deemed approved.

4.5 If repair Services are to be performed on Buyer's equipment at Seller's facility, Buyer shall be responsible for, and shall retain risk of loss of, such equipment at all times, except that Seller shall be responsible for damage to the equipment while at Seller's facility to the extent such damage is caused by Seller's negligence.

5. Warranty

5.1 Seller warrants that Products shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications.

5.2 The warranty for Products shall expire one (1) year from first use or eighteen (18) months from delivery, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software-related Services are warranted for ninety (90) days.

5.3 If Products or Services do not meet the above warranties, Buyer shall promptly notify Seller in writing prior to expiration of the warranty period. Seller shall (i) at its option, repair or replace defective Products and (ii) re-perform defective Services. If despite Seller's reasonable efforts, a non-conforming Product cannot be repaired or replaced, or non-conforming Services cannot be re-performed, Seller shall refund or credit monies paid by Buyer for such non-conforming Products and Services. Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period. Buyer shall obtain Seller's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.

5.4 Buyer shall bear the costs of access for Seller's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Buyer's facility), de-installation, decontamination, re-installation and transportation of defective Products to Seller and back to Buyer.

5.5 The warranties and remedies are conditioned upon (a) proper storage, installation (by properly certified installers or under the supervision of properly certified supervisors, if required), use, operation, and maintenance of Products, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Products or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void. Seller is not responsible for normal wear and tear.

5.6 This Article 5 provides the exclusive remedies for all claims based on failure of or defect in Products or Services, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Article 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

6. Confidentiality

6.1 Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.

6.2 Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.

6.3 The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

6.4 Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

7. Intellectual Property

7.1 Notwithstanding the provisions of section 4.2, Seller grants only a non-exclusive license, and does not pass title, to any Firmware and other software provided by Seller under this Contract, drawings and other documentation delivered for use of Buyer shall remain subject to ownership and/or intellectual property rights of Seller, as applicable and title to any leased equipment remains with Seller.

7.2 Seller shall defend and indemnify Buyer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the U.S., an EU member state or the country of the Site (provided there is a corresponding patent issued by the U.S. or an EU member state), or any copyright or trademark registered in the country of the Site, provided that Buyer (a) promptly notifies Seller in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Seller, (c) gives Seller sole authority to control defense and settlement of the Claim, and (d) provides Seller with full disclosure and reasonable assistance as required to defend the Claim.

7.3 Section 7.2 shall not apply and Seller shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Buyer to implement any update provided by Seller that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Buyer's specifications.

7.4 Should any Product or Service, or any portion thereof, become the subject of a Claim, Seller may at its option (a) procure for Buyer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Seller attributable to the infringing Products or Services.

7.5 Article 7 states Seller's exclusive liability for intellectual property infringement by Products and Services.

7.6 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Buyer are reserved by Seller. All new intellectual property conceived or created by Seller in the performance of this Contract, whether alone or with any contribution from Buyer, shall be owned exclusively by Seller. Buyer agrees to deliver assignment documentation as necessary to achieve that result.

8. Indemnity

Each of Buyer and Seller (as an "Indemnifying Party") shall indemnify the other party (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Buyer and Seller, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Seller's indemnity obligation, no part of the Products or Site is considered third party property.

9. Insurance

During the term of the Contract, Seller shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work related injuries or disease of employees of Seller in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of $2,500,000.00; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of $2,500,000.00. If required in the Contract, Seller shall provide a certificate of insurance reflecting such coverage.

10. Excusable Events

Seller shall not be liable or considered in breach of its obligations under this Contract to the extent that Seller's performance is delayed or prevented, directly or indirectly, by any cause beyond its reasonable control, or by armed conflict, acts or threats of terrorism, epidemics, pandemics, strikes or other labor disturbances, or acts or omissions of any governmental authority or of the Buyer or Buyer's contractors or suppliers. If an excusable event occurs, the schedule for Seller's performance shall be extended by the amount of time lost by reason of the event plus such additional time as may be needed to overcome the effect of the event. If acts or omissions of the Buyer or its contractors or suppliers cause the delay, Seller shall also be entitled to an equitable price adjustment.

Buyer recognizes that in case of epidemics or pandemics (or evolution of existing epidemics or pandemics), the precautionary, mitigation or corrective measures implemented by the Seller in the frame of the Contract are implemented in the best interest of the Buyer and the Contract performance, and the Buyer and Seller both agree that the additional costs reasonably incurred by Seller in implementing such measures shall be compensated by the Buyer to the Seller.

11. Termination and Suspension

11.1 Buyer may terminate the Contract (or the portion affected) for cause if Seller (i) becomes Insolvent/Bankrupt, or (ii) commits a material breach of the Contract which does not otherwise have a specified contractual remedy, provided that: (a) Buyer shall first provide Seller with detailed written notice of the breach and of Buyer's intention to terminate the Contract, and (b) Seller shall have failed, within 30 days after receipt of the notice, to commence and diligently pursue cure of the breach.

11.2 If Buyer terminates the Contract pursuant to Section 11.1, (i) Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Contract Price allocable to Products completed, (b) lease fees incurred, and (c) amounts for Services performed before the effective date of termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates.

11.3 Seller may suspend or terminate the Contract (or any affected portion thereof) immediately for cause if Buyer (i) becomes Insolvent/Bankrupt, or (ii) materially breaches the Contract, including, but not limited to, failure or delay in Buyer providing Payment Security, making any payment when due, or fulfilling any payment conditions.

11.4 If the Contract (or any portion thereof) is terminated for any reason other than Seller's default under Section 11.1, Buyer shall pay Seller for all Products completed, lease fees incurred and Services performed before the effective date of termination, plus expenses reasonably incurred by Seller in connection with the termination. The amount due for Services shall be determined in accordance with the milestone schedule (for completed milestones) and rates set forth in the Contract (for work toward milestones not yet achieved and where there is no milestone schedule), as applicable or, where there are no milestones and/or rates in the Contract, at Seller's then-current standard time and material rates. In addition, Buyer shall pay Seller a cancellation charge equal to 80% of the Contract Price applicable to uncompleted made-to-order Products and 15% of the Contract Price applicable to all other uncompleted Products or Services.

11.5 Either Buyer or Seller may terminate the Contract (or the portion affected) upon twenty (20) days advance notice if there is an excusable event (as described in Article 10) lasting longer than ninety (90) days or such other period agreed upon in writing. In such case, Buyer shall pay to Seller amounts payable under Section 11.4, provided that Buyer's payments shall include the cancellation charge for uncompleted Products if the excusable event(s) leading to the termination included an act or omission of the Buyer or Buyer's contractors or suppliers but Buyer shall not be required to pay the cancelation charge if the excusable event(s) leading to termination did not include any act or omission of the Buyer or Buyer's contractors or suppliers.

11.6 Buyer shall pay all reasonable expenses incurred by Seller in connection with a suspension, including, but not limited to, expenses for repossession, fee collection, demobilization/remobilization, and costs of storage during suspension. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of any suspension.

12. Compliance with Laws and Regulations

12.1 Seller shall comply with laws applicable to the manufacture of Products and its performance of Services. Buyer shall comply with laws applicable to the purchase, application, operation, use and disposal of the Products and Services, including without limitation those regarding anticorruption/antibribery, fair competition (antitrust), and environment, health and safety (EHS). Buyer acknowledges it had access, reviewed, and fully understands GE's Integrity Policies. Seller shall at all times comply with the GE Integrity Policies. The GE Integrity Policies can be accessed electronically at https://www.ge.com/sites/default/files/S&L_Booklet_English_0.pdf

12.2 Seller's obligations are conditioned upon Buyer's compliance with all US, EU, UK and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct or otherwise make or allow any disposition of equipment, materials, services, technology, technical data, software, or other information or assistance or Product furnished by the Seller under the Contract other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice. The Buyer hereby certifies that the equipment, materials, services, technology, technical data, software, or other information or assistance or product furnished by the Seller under the Contract will not be used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons. In the event of a change in applicable trade control laws and regulations, including but not limited to the laws of the US, EU and UK and changes in the interpretation thereof, that prevents Seller from executing its obligations without breaching such applicable trade control laws and regulations or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall have the right to withdraw its proposal or terminate the Contract without any liability.

12.3 Notwithstanding any other provision, Buyer shall timely obtain, effectuate and maintain in force any required permit, license, exemption, filing, registration and other authorization, including, but not limited to, building and environmental permits, import licenses, environmental impact assessments, and foreign exchange authorizations, required for the lawful performance of Services at the Site or fulfillment of Buyer's obligations, except that Seller shall obtain any license or registration necessary for Seller to generally conduct business and visas or work permits, if any, necessary for Seller's personnel. Buyer shall provide reasonable assistance to Seller in obtaining such visas and work permits.

13. Environmental, Health and Safety Matters

13.1 Buyer shall maintain safe working conditions at the Site, including, without limitation, implementing appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

13.2 Buyer shall timely advise Seller in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Buyer's responsibilities under Article 13, Seller has the right but not the obligation to, from time to time, review and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

13.3 If, in Seller's reasonable opinion, the health, safety, or security of personnel or the Site is, or is apt to be, imperiled by security risks, terrorist acts or threats, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, Seller may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from Site, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Buyer shall reasonably assist in any such evacuation.

13.4 Operation of Buyer's equipment is the responsibility of Buyer. Buyer shall not require or permit Seller's personnel to operate Buyer's equipment at Site.

13.5 Buyer will make its Site medical facilities and resources available to Seller personnel who need medical attention.

13.6. Seller has no responsibility or liability for the pre-existing condition of Buyer's equipment or the Site. Prior to Seller starting any work at Site, Buyer will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about

Buyer's equipment or the Site that Seller may encounter while performing under this Contract. Buyer shall disclose to Seller industrial hygiene and environmental monitoring data regarding conditions that may affect Seller's work or personnel at the Site. Buyer shall keep Seller informed of changes in any such conditions.

13.7 Seller shall notify Buyer if Seller becomes aware of: (i) conditions at the Site differing materially from those disclosed by Buyer, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. If any such conditions cause an increase in Seller's cost of, or the time required for, performance of any part of the work under the Contract, an equitable adjustment in price and schedule shall be made.

13.8 If Seller encounters Hazardous Materials in Buyer's equipment or at the Site that require special handling or disposal, Seller is not obligated to continue work affected by the hazardous conditions. In such an event, Buyer shall eliminate the hazardous conditions in accordance with applicable laws and regulations so that Seller's work under the Contract may safely proceed, and Seller shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in Seller's cost of, or time required for, performance of any part of the work. Buyer shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of Seller's work at the Site.

13.9 Buyer shall indemnify Seller for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Buyer's equipment or the Site prior to the commencement of Seller's work, (ii) improperly handled or disposed of by Buyer or Buyer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than Seller.

14. Changes

14.1 Each party may at any time propose changes in the schedule or scope of Products or Services. Seller is not obligated to proceed with any change until both parties agree upon such change in writing. The written change documentation will describe the changes in scope and schedule, and the resulting changes in price and other provisions, as agreed.

14.2 The scope, Contract Price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's Site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. However, no adjustment will be made on account of a general change in Seller's manufacturing or repair facilities resulting from a change in laws or regulations applicable to such facilities. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at Seller's time and material rates.

14.3 It shall be acceptable and not considered a change if Seller delivers a Product that bears a different, superseding or new part or version number compared to the part or version number listed in the Contract.

15. Limitations of Liability

15.1 The total liability of Seller for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any Products or Services, shall not exceed the (i) Contract Price, or (ii) if Buyer places multiple order(s) under the Contract, the price of each particular order for all claims arising from or related to that order and ten thousand US dollars (US $10,000) for all claims not part of any particular order.

15.2 Seller shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Buyer's customers for any of the foregoing types of damages.

15.3 All Seller liability shall end upon expiration of the applicable warranty period, provided that Buyer may continue to enforce a claim for which it has given notice prior to that date by commencing an action or arbitration, as applicable under this Contract, before expiration of any statute of limitations or other legal time limitation but in no event later than one year after expiration of such warranty period.

15.4 Seller shall not be liable for advice or assistance that is not required for the work scope under this Contract.

15.5 If Buyer is supplying Products or Services to a third party, or using Products or Services at a facility owned by a third party, Buyer shall either (i) indemnify and defend Seller from and against any and all claims by, and liability to, any such third party in excess of the limitations set forth in this Article 15, or (ii) require that the third party agree, for the benefit of and enforceable by Seller, to be bound by all the limitations included in this Article 15.

15.6 For purposes of this Article 15, the term "Seller" means Seller, its affiliates, subcontractors and suppliers of any tier, and their respective employees. The limitations in this Article 15 shall apply regardless of whether a claim is based in contract, warranty,

indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise, and shall prevail over any conflicting terms, except to the extent that such terms further restrict Seller's liability.

16. Governing Law and Dispute Resolution

16.1 This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York if Buyer's place of business is in the U.S. or (ii) England and Wales if the Buyer's place of business is outside the U.S., in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction (the "Governing Law"). If the Contract includes the sale of Products and the Buyer is outside the Seller's country, the United Nations Convention on Contracts for the International Sale of Goods shall apply.

16.2 In the event of any dispute arising out of or in connection with this Contract, including any question regarding its existence or validity, the parties agree to submit the matter to mediation under the ICC mediation Rules, without prejudice to either party's right to seek emergency, interim or conservatory measures of protection at any time.
If the dispute has not been settled pursuant to the ICC Mediation Rules within thirty (30) days following the filing of a request for Mediation or within such other period as the parties may agree in writing, such dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. In case the arbitral tribunal is constituted of more than one arbitrator, the party-appointed arbitrators shall, for a period of two (2) weeks following the date on which their appointments have both been confirmed, attempt to reach agreement on the president of the arbitral tribunal. For this purpose, the arbitrators may communicate with the parties on an *ex-parte* basis.

If the two arbitrators are unable to agree upon the third, upon request of either Buyer or Seller, the President of the ICC shall appoint the third.
The seat, or legal place, of the mediation and arbitration shall be Geneva, Switzerland.
The language to be used in the mediation and in the arbitration shall be the English language.
The parties' written submissions shall, to the extent possible, contain all arguments and supporting materials on fact, law and damages, including all exhibits on which each party intends to rely, supporting witness statements, expert reports and legal authorities.

17. Inspection and Factory Tests

Seller will apply its normal quality control procedures in manufacturing Products and perform any factory tests in accordance with Seller's standard procedures. Seller shall attempt to accommodate requests by Buyer to witness Seller's factory tests of Products, subject to appropriate access restrictions, if such witnessing can be arranged without delaying the work. Travel and living expenses of Buyer personnel to witness such tests shall be borne by Buyer. Unless otherwise agreed, failure by the Buyer or its representative to attend the factory tests on the scheduled date shall entitle the Seller to proceed with such factory tests alone and the Seller shall promptly share the results of such tests with the Buyer. In the event the factory tests or any other tests to be performed under the Contract cannot be either witnessed or performed (as the case may be) by the Buyer for any reason (including as a consequence of any pandemic) and the Buyer cannot delegate any third party to represent it, or to perform the tests in its name and on its behalf, the Seller may propose to the Buyer alternate measures in order to avoid delaying the testing, including but not limited to the use of electronic messaging services such as Skype, Teams or equivalent, recording devices such as cameras, and a distribution of results via electronic storage media such as DVD or streamed videos. The Buyer and the Seller shall make their best efforts to agree on such measures with a view not to delay the testing of the Products. If despite reasonable alternate measures proposed by the Seller, the Buyer instructs the Seller to suspend or postpone the performance of the tests, the Seller shall, notwithstanding anything to the contrary in the Contract, be entitled to a reasonable extension of the time for completion and compensation by the Buyer for the additional costs incurred as a result of the suspension or postponement of the affected tests.

18. Firmware, Software, Leased Equipment, Remote Diagnostic Services, PCB Services

Seller grants Buyer a non-exclusive license to use Firmware solely in connection with use of the Product for which the Firmware is provided by Seller. Buyer shall not sublicense, assign, or otherwise transfer the license to use the Firmware to any third party, except with that specific Product and to the extent such transfer is not otherwise restricted by the Contract. If Seller provides any software to Buyer other than Firmware, the Software License Addendum shall apply. If Seller leases any of Seller's equipment or provides related Services to Buyer, including placing Seller's equipment at Buyer's site to provide remote Services, the Lease Addendum shall apply. If Seller provides remote diagnostic services to Buyer, the Remote Diagnostic Services Addendum shall apply. If Seller provides PCB Services to Buyer, the PCB Services Addendum shall apply. If there is any conflict between these "Terms and Conditions for the Sale of Products and Services, Form EM 104" and the terms of any addendum incorporated pursuant to this Article 18, the terms of the addendum shall take precedence with respect to the applicable scope.

19. General Clauses

19.1 Products and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use or permit others to use Products or Services for such purposes, without the advance written consent of Seller. If, in

breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability. Consent of Seller to any such use, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

19.2 Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19.3 Buyer shall notify Seller immediately upon any change in ownership of more than fifty percent (50%) of Buyer's voting rights or of any controlling interest in Buyer. If Buyer fails to do so or Seller objects to the change, Seller may (a) terminate the Contract, (b) require Buyer to provide adequate assurance of performance (including but not limited to payment), and/or (c) put in place special controls regarding Seller's Confidential Information.

19.4 If any Contract provision is found to be void or unenforceable, the remainder of the Contract shall not be affected. The parties will endeavor to replace any such void or unenforceable provision with a new provision that achieves substantially the same practical and economic effect and is valid and enforceable.

19.5 The following Articles shall survive termination or cancellation of the Contract: 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 15, 16, 18, 19 and 20.

19.6 The Contract represents the entire agreement between the parties. No oral or written representation or warranty not contained in this Contract shall be binding on either party. Buyer's and Seller's rights, remedies and obligations arising from or related to Products and Services sold under this Contract are limited to the rights, remedies and obligations stated in this Contract. No modification, amendment, rescission or waiver shall be binding on either party unless agreed in writing.

19.7 Except as provided in Article 15 (Limitations of Liability) and in Section 19.1 (no nuclear use), this Contract is only for the benefit of the parties, and no third party shall have a right to enforce any provision of this Contract, whether under the English Contracts (Rights of Third Parties) Act of 1999 or otherwise.

19.8 This Contract may be signed in multiple counterparts that together shall constitute one agreement. If permitted by applicable laws, the Contract may be signed by the parties using certified digital signature tools such as Docusign, or any other agreed upon certified means.

20. US Government Contracts

20.1 This Article 20 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

20.2 Buyer agrees that all Products and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Unless otherwise specifically stated by Seller in this Contract, Seller makes no representation or warranty as to the country of origin of Products. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 20 shall be the one in effect on the effective date of this Contract.

20.3 If Buyer is an agency of the U.S. Government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

20.4 If Buyer is procuring the Products or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH GE GRID SOLUTIONS, LLC. FOR THE PURCHASE OF A 161 KV SUBSTATION BREAKER FOR THE CITY OF BENTONVILLE ELECTRIC DEPARTMENT, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.

WHEREAS, there is a need to purchase a 161 kV substation breaker to expand service and accommodate for construction and development in the City of Bentonville;

WHEREAS, this type of breaker is necessary to match existing breakers used in Electric Department substations and is a sole source item in this area;

WHEREAS, soliciting bids would not produce competitive bids as GE Grid Solutions, LLC is the sole provider of the desired breaker.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a 161kV substation breaker for the City of Bentonville Electric Department from GE Grid Solutions, LLC as per the Proposal attached hereto as Exhibit A.

Section 2: Because this is a sole source item, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 4: Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget adjustment to use reserves to purchase (6) 15 kV and (1) 161 kV breakers for the expansion of Substation "I" for $181,347.00 (total including tax). Approved by Utility Board 5-0.

Estimated Cost	**$181,347.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Use of reserves to purchase.

Budget Adjustment Request

Date of City Council Meeting	**1/25/2022**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget adjustment to use $181,347.00 from reserves to purchase substation breakers for the expansion of Substation "I". These are a long lead time item and need to be ordered at this time. The total price include sales tax.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
503010	**47310**	**Improvements Other - Electric**		**$ 181,347.00**
		Totals	**$ -**	**$ 181,347.00**
		Net Impact on Fund Balance	**$**	**(181,347.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Agenda Item Form

Date of City Council Meeting	**1.25.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance requesting a Waiver of Bid for the purchase of uniforms for the Bentonville Fire Department employees. Due to uniform requirements, Galls LLC is able to supply all of the fire department needs and they have a location in Springdale Arkansas.

Estimated Cost	**$110,500.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Waiver of Bid Request

Date of City Council Meeting	**1.25.2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Vendor	**Galls LLC**
Total Cost	**$ 110,500.00**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Uniforms for all Bentonville Fire Department employees.

Justification ***(Enter justification in space below):***

Due to being determined the sole source provider for public safety uniforms and uniform accessories for the City's public safety departments, as explained in the attached Memos, it is impracticable to solicit bids for the purchase of these items.

MEMORANDUM

PURCHASING DEPARTMENT

TO: City Council, Administration

FROM: Gladys Shoemake, Purchasing Manager

DATE: January 19, 2022

SUBJECT: The purchase of public safety uniforms and uniform accessories

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In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; the information resulting from the original review and Memo has been included in this Memo.

In January 2022, Purchasing reviewed the information in the March 13, 2020 Memo and consulted with the City's Police and Fire Departments, determining that there had been no change to the sole source justification in the original Memo; however, there will be an upcoming change in the Government Services Administration (GSA) Cooperative (Co-Op) Contract referenced in the original Memo. This Contract is used when possible by the Police and Fire Departments to obtain co-op pricing for certain items. The updated information has been included below:

Original GSA Contract Number Utilized: GS-07F-0157M

Original GSA Contract Expiration Date: January 31, 2022

New GSA Contract Number: 47QSWA21D008H

I have reviewed the information related to this new Contract number with the GSA Government Point of Contact, and have confirmed that the new Contract has the same terms, conditions, and pricing as the original contract. Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

Attachments: Information from the original Memo describing the review of the City's purchase of public safety uniforms and accessories (March 2020)

MEMORANDUM

PURCHASING DEPARTMENT

Information from Original Review:

In 2019, the Purchasing Office conducted an internal review of public safety uniform and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories.

The following are important factors considered during this review:

- Public safety uniforms consist of non-typical uniform types, such as police (which require expedited alterations and repairs) and fire clothing types, but also require the purchase of various small accessories. Other City Departments, not in the public safety sector, use more standardized uniforms, such as khaki pants or jeans and polo shirts and jackets.
    - Purchasing determined that the various accessories needed by public safety staff, such as holsters for various weapons, make the uniform needs for these Departments unique from other City Departments. Furthermore, these additional needs make it difficult to determine spending thresholds applicable to different procurement methods (bidding, cooperative contract use etc.) due to the different types of the items (ex. purchase of pants/shirts vs. purchase of holsters/belts) .

- Galls offers a Springdale, Arkansas location, which allows the public safety Departments to pick up/drop off uniforms according to their availability.

- Galls has consistently been acquiring other local public safety uniform providers, such as Cruise Uniforms (now a Galls company), drastically limiting the vendor pool that would be potential bidders, if bidding these uniform types was determined practical.

- According to the Police Department, Galls/Cruise is the only local provider that allows pick-up and alterations; the Police Department utilizes and relies on these services frequently.

- Some Galls items are available through the Federal Cooperative (Co-Op), GSA, via utilization of Contract GS-07F-0157M. Both Departments utilize this cooperative pricing when applicable.

    - Pursuant to §19-11-249, use of a Co-Op is permitted. When Departments request to purchase from a Co-Op, Purchasing conducts a review of the Co-Op contract to determine if the contract is in line with both Arkansas State Law and City purchasing procedures, as well as if the purchases from the contract can be accurately tracked and verified.

    - Due to the nature of how the Federal Co-Op offerings are organized, and the wide array of available options in public safety uniform accessories, Purchasing determined that it was not feasible to expect public safety departments to accurately track and confirm all pricing offered through the cooperative using solely cooperative contract participation.

Based on the above factors and the nature of public safety uniform needs, Purchasing has determined Galls, LLC to be sole source for the City's public safety uniform purchases.

Pursuant to §14-58-303, the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical, may be waived by ordinance by the City's governing body. In accordance with this Statute, Purchasing recommends that the City's public safety Departments waive competitive bidding for the purchase of these uniforms and accessories from Galls, using GSA Federal Co-Op pricing and alternate cost options offered by Galls to realize cost savings when applicable.

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF UNIFORMS FOR THE BENTONVILLE FIRE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED EIGHTY FIVE THOUSAND DOLLARS ($85,000.00), WITH GALLS LLC, FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department requires a standardized and centralized provider for public safety uniforms and accessories;

WHEREAS, Galls LLC is the sole provider for such uniforms and accessories in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Galls LLC, for the purchase of public safety uniforms and uniform accessories for the Bentonville Fire Department, in an amount not to exceed eighty five thousand dollars ($85,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of public safety uniforms and uniform accessories for the Bentonville Fire Department;

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance requesting Waiver of Bid to Henry Schein Medical in the amount of $80,000.00 for the purchase of medical supplies and medications for the ambulance service.

Estimated Cost	**80,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Waiver of Bid Request

Date of City Council Meeting	**1/25/2022**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Vendor	**Henry Schein Medical**
Total Cost	**$ 80,000.00**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Medical supplies and medications to be used on the ambulances.

Justification ***(Enter justification in space below):***

Significant research performed by the Fire Department and reviewed with the Purchasing Department has shown that the direct purchase of medical supplies from Henry Schein Medical is the most cost-effective and reliable way to purchase these items. Due to state contract pricing being much higher than the direct purchase prices, requirements for case purchasing and inflated prices when formally contracted, and the volatility of the market for the items, it has been determined to be neither practicable or feasible to solicit competitive bids.

Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director
Date: January 25, 2022
Re: Purchasing EMS supplies directly through Henry Schein

To ensure financial efficiency, the Fire Department closely monitors and evaluates purchasing practices for routine EMS supplies. Considerations include the ability to acquire compatible and proprietary medical supplies, 12-month minimum medication expiration dating, individual item purchasing, and shipping and handling fees.

Recent cost analysis considered sourcing and procurement comparisons between Henry Schein and other EMS medical supply vendors such as Bound Tree, McKesson, Cardinal, BuyEMP and the MMCAP state contract. Although Henry Schein participates under the MMCAP state contract, state pricing of Henry Schein items are significantly higher. EMS supplies under the state contract are extremely limited and those that are included require case purchasing. Case purchasing often leads to excessive waste, since medical supplies are packaged with expiration dates and often expire before use. Our findings confirm the most cost-effective method remains direct purchasing through Henry Schein Medical.

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF MEDICAL SUPPLIES AND MEDICATION FOR THE BENTONVILLE FIRE DEPARTMENT AMBULANCE SERVICE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED EIGHTY THOUSAND DOLLARS ($80,000.00), WITH HENRY SCHEIN MEDICAL FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department closely monitors and evaluates purchasing practices for routine emergency medical supplies in order to ensure availability, compatibility, validity and related fees;

WHEREAS, recent cost analysis considered sourcing and procurement sources from a variety of vendors and from the state contract and determined that the most cost effective and least wasteful purchase is direct purchase from Henry Schein Medical; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Henry Schein Medical for the purchase of medical supplies and medication for the Bentonville Fire Department Ambulance Service, in an amount not to exceed eighty thousand dollars ($80,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of medical supplies and medication for the Bentonville Fire Department Ambulance Service;

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Police Department**
Submitted by	**Ray Shastid**
Phone	**(479) 271-3172**

Item Type: (*Check All That Apply*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution declaring a surplus of (54) Glock 22 Gen 4 pistols. These pistols are set for replacement and finishes the transition of the entire department from Glock 22 (.40) to Glock 17 (9mm) Gen 5 pistols. Upon surplus, the pistols can be traded using a law enforcement purchase program from Galls, LLC in Springdale, AR for a credit of $12,150.00. The final cost for the new firearms will be $6,264.96. This trade in and new replacement program will equip our officers with newer and reliable pistols at a minimal expense and is a responsible disposition of retired weapons. Pistols are currently set on a 10 year life cycle for the department. The surplused pistols description and serial numbers are attached. 2022 budgeted item.

Estimated Cost	**$6,264.96**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* **:**

Quotation

GALLS, LLC

Company Address
1048 S. 48TH ST. SUITE C SPRINGDALE, AR 72762
Phone: 479-756-8182 Fax: 756-1225

Date 1/11/2022
Quotation # 19909600A
Customer ID 1002350901

Quotation For
Bentonville pd
Attn: Travis Scantling
908 SE 14th St.
Bentonville,AR 72712

Quotation valid until: 1/31/2022
Prepared by: SGDSN

Comments or Special Instructions
None

Salesperson	P.O. Number	Ship Date	F.O.B. Point	Terms
STEPHANIE				NET30

Quantity	Description	Unit Price	Taxable?	Amount
47	Glock 17 Gen5	$ 357.00	Yes	$ 16,779.00
(54)	Glock 22 Gen4	$ (225.00)	No	$ 12,150.00

If you have any questions concerning this quotation, please contact:
STEPHANIE NICCUM niccum-stephanie@galls.com

Thank you for your business!

Subtotal	$ 16,779.00
Tax Rate	9.75%
Sales Tax	$ 1,635.96
Trade	$ (12,150.00)
TOTAL	$ 6,264.96

RESOLUTION NO. R-22_____

A RESOLUTION DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE POLICE DEPARTMENT AS SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in **Exhibit A** have become obsolete and are surplus items no longer used by the City;

WHEREAS, the items identified in **Exhibit A** are to be exchanged using a law enforcement purchase program from Galls, LLC;

WHEREAS, this represents a responsible disposal of retired weapons which will also assist with equipping our officers with newer reliable equipment at minimal expense; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302(e)(1).

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

Section 1: The Bentonville Police Department may dispose of its items identified in **Exhibit A** through exchange using a law enforcement purchase program from Galls, LLC;

Section 2: A record of all items that are exchanged or otherwise disposed of shall be maintained;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____

STEPHANIE ORMAN, MAYOR

ATTEST:

_____

KIRBY ROMINES, CITY CLERK

EXHIBIT “A”

GALLS CELEBRATING 50 YEARS AND COUNTING

FIREARMS TRADE INVENTORY LIST

Please provide an electronic version of this inventory list along with a paper copy accompaning the traded firearms.

Department Name	Bentonville Police Dept
Point of Contact:	Travis Scantling
POC Phone:	479-271-3179
Alt Phone	479-531-2533
Email Address	arkansas.gov
Scheduled Turn in Date	
Phone	
Total # of Firearms Turned in	-54
Total Trade value on all Firearms	$12,150.00

Condition Terms:

NIB - New In Box

Excellent - Never to slightly used in new condition; no scratches

Good - Normal wear and tear, minimal finish blemishes

Poor - Rusty, Sticking parts, excessive wear, deep scratches

*__ALL__ conditions assume firearm is in working order

Manufacturer	Model	Caliber/Gauge	Serial number	# of	Type (Pistol, Rifle, Shotgun)	Condition	Trade Value	Inventory Code GALLS ONLY	Notes	Photo Image #
Glock	22	40	BDGN556		Auto Pistol	Good	$225.00			
Glock	22	40	BDNG554		Auto Pistol	Good	$225.00			
Glock	22	40	BDNG558		Auto Pistol	Good	$225.00			
Glock	22	40	BDNG559		Auto Pistol	Good	$225.00			
Glock	22	40	BDNG560		Auto Pistol	Good	$225.00			
Glock	22	40	BDNG562		Auto Pistol	Good	$225.00			
Glock	22	40	BEFT561		Auto Pistol	Good	$225.00			
Glock	22	40	BEKV716		Auto Pistol	Good	$225.00			
Glock	22	40	BEKV717		Auto Pistol	Good	$225.00			
Glock	22	40	BEKV718		Auto Pistol	Good	$225.00			
Glock	22	40	BEKV719		Auto Pistol	Good	$225.00			
Glock	22	40	BEKV720		Auto Pistol	Good	$225.00			
Glock	22	40	BEKV721		Auto Pistol	Good	$225.00			
Glock	22	40	BEKV772		Auto Pistol	Good	$225.00			
Glock	22	40	BGBL935		Auto Pistol	Good	$225.00			
Glock	22	40	BGBL940		Auto Pistol	Good	$225.00			
Glock	22	40	BGGZ986		Auto Pistol	Good	$225.00			
Glock	22	40	BGGZ989		Auto Pistol	Good	$225.00			
Glock	22	40	BGGZ997		Auto Pistol	Good	$225.00			
Glock	22	40	BHAM001		Auto Pistol	Good	$225.00			
Glock	22	40	BHAM002		Auto Pistol	Good	$225.00			
Glock	22	40	BHPD040		Auto Pistol	Good	$225.00			
Glock	22	40	BKKY977		Auto Pistol	Good	$225.00			
Glock	22	40	BKRY249		Auto Pistol	Good	$225.00			
Glock	22	40	BKRY250		Auto Pistol	Good	$225.00			
Glock	22	40	BKRY251		Auto Pistol	Good	$225.00			
Glock	22	40	BKRY252		Auto Pistol	Good	$225.00			
Glock	22	40	BKRY253		Auto Pistol	Good	$225.00			
Glock	22	40	BKRY254		Auto Pistol	Good	$225.00			
Glock	22	40	FHD943		Auto Pistol	Good	$225.00			
Glock	22	40	GPN745		Auto Pistol	Good	$225.00			
Glock	22	40	WDH885		Auto Pistol	Good	$225.00			
Glock	22	40	WDH887		Auto Pistol	Good	$225.00			
Glock	22	40	WHX803		Auto Pistol	Good	$225.00			
Glock	22	40	WHX804		Auto Pistol	Good	$225.00			
Glock	22	40	WHX809		Auto Pistol	Good	$225.00			
Glock	22	40	XXV825		Auto Pistol	Good	$225.00			
Glock	22	40	XXV826		Auto Pistol	Good	$225.00			
Glock	22	40	XXV829		Auto Pistol	Good	$225.00			
Glock	22	40	XXV830		Auto Pistol	Good	$225.00			
Glock	22	40	XXV831		Auto Pistol	Good	$225.00			
Glock	22	40	XXV832		Auto Pistol	Good	$225.00			
Glock	22	40	XXV834		Auto Pistol	Good	$225.00			
Glock	22	40	YDH848		Auto Pistol	Good	$225.00			

Glock	22	40	YDN758		Auto Pistol	Good	$225.00			
Glock	22	40	YDN778		Auto Pistol	Good	$225.00			
Glock	22	40	YDN781		Auto Pistol	Good	$225.00			
Glock	22	40	YDN816		Auto Pistol	Good	$225.00			
Glock	22	40	YDN823		Auto Pistol	Good	$225.00			
Glock	22	40	YDN834		Auto Pistol	Good	$225.00			
Glock	22	40	YDN844		Auto Pistol	Good	$225.00			
Glock	22	40	YDN849		Auto Pistol	Good	$225.00			
Glock	22	40	YDN855		Auto Pistol	Good	$225.00			
Glock	22	40	YDN857		Auto Pistol	Good	$225.00			

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Police**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3170**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance requesting a waiver of bid to allow for the purchase of Patrol Uniforms from Galls, LLC in Springdale, Arkansas. The 2022 budget total allotment for Police Department Uniform Supplies is $110,000.00. This includes dispatch uniforms, patrol uniforms, bike team uniforms, SWAT uniforms, bomb squad uniforms, leather gear, ballistic vest and other soft uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol uniforms and replacement uniforms account for the largest portion of this expense and represents about $60,000.00 of this total. Factors such as new employees, employment turnover, and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and replacements. The department currently uses Galls for such uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. This waiver of bid has been internally reviewed by the City's Purchasing Manager and would not exceed the budgeted amount, duplicating 2021 and previous years.

Estimated Cost	**$110,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Waiver of Bid Request

Date of City Council Meeting	**1/25/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**(479) 271-3173**

Vendor	**Galls, LLC**
Total Cost	**$110,000.00**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Dispatch uniforms, patrol uniforms, bike team uniforms, SWAT uniforms, Bomb Squad uniforms, leather gear, ballistic vests and other soft uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Items have various descriptions, manufacturers, and product details.

Justification ***(Enter justification in space below):***

Due to being determined the sole source provider for public safety uniforms and uniform accessories for the City's public safety departments, as explained in the attached memo, it is impracticable to solicit bids for the purchase of these items.

MEMORANDUM

PURCHASING DEPARTMENT

TO: City Council, Administration

FROM: Gladys Shoemake, Purchasing Manager

DATE: January 19, 2022

SUBJECT: The purchase of public safety uniforms and uniform accessories

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In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; the information resulting from the original review and Memo has been included in this Memo.

In January 2022, Purchasing reviewed the information in the March 13, 2020 Memo and consulted with the City's Police and Fire Departments, determining that there had been no change to the sole source justification in the original Memo; however, there will be an upcoming change in the Government Services Administration (GSA) Cooperative (Co-Op) Contract referenced in the original Memo. This Contract is used when possible by the Police and Fire Departments to obtain co-op pricing for certain items. The updated information has been included below:

Original GSA Contract Number Utilized: GS-07F-0157M

Original GSA Contract Expiration Date: January 31, 2022

New GSA Contract Number: 47QSWA21D008H

I have reviewed the information related to this new Contract number with the GSA Government Point of Contact, and have confirmed that the new Contract has the same terms, conditions, and pricing as the original contract. Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

Attachments: Information from the original Memo describing the review of the City's purchase of public safety uniforms and accessories (March 2020)

MEMORANDUM

PURCHASING DEPARTMENT

Information from Original Review:

In 2019, the Purchasing Office conducted an internal review of public safety uniform and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories.

The following are important factors considered during this review:

- Public safety uniforms consist of non-typical uniform types, such as police (which require expedited alterations and repairs) and fire clothing types, but also require the purchase of various small accessories. Other City Departments, not in the public safety sector, use more standardized uniforms, such as khaki pants or jeans and polo shirts and jackets.
    - Purchasing determined that the various accessories needed by public safety staff, such as holsters for various weapons, make the uniform needs for these Departments unique from other City Departments. Furthermore, these additional needs make it difficult to determine spending thresholds applicable to different procurement methods (bidding, cooperative contract use etc.) due to the different types of the items (ex. purchase of pants/shirts vs. purchase of holsters/belts) .

- Galls offers a Springdale, Arkansas location, which allows the public safety Departments to pick up/drop off uniforms according to their availability.

- Galls has consistently been acquiring other local public safety uniform providers, such as Cruise Uniforms (now a Galls company), drastically limiting the vendor pool that would be potential bidders, if bidding these uniform types was determined practical.

- According to the Police Department, Galls/Cruise is the only local provider that allows pick-up and alterations; the Police Department utilizes and relies on these services frequently.

- Some Galls items are available through the Federal Cooperative (Co-Op), GSA, via utilization of Contract GS-07F-0157M. Both Departments utilize this cooperative pricing when applicable.

    - Pursuant to §19-11-249, use of a Co-Op is permitted. When Departments request to purchase from a Co-Op, Purchasing conducts a review of the Co-Op contract to determine if the contract is in line with both Arkansas State Law and City purchasing procedures, as well as if the purchases from the contract can be accurately tracked and verified.

    - Due to the nature of how the Federal Co-Op offerings are organized, and the wide array of available options in public safety uniform accessories, Purchasing determined that it was not feasible to expect public safety departments to accurately track and confirm all pricing offered through the cooperative using solely cooperative contract participation.

Based on the above factors and the nature of public safety uniform needs, Purchasing has determined Galls, LLC to be sole source for the City's public safety uniform purchases.

Pursuant to §14-58-303, the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical, may be waived by ordinance by the City's governing body. In accordance with this Statute, Purchasing recommends that the City's public safety Departments waive competitive bidding for the purchase of these uniforms and accessories from Galls, using GSA Federal Co-Op pricing and alternate cost options offered by Galls to realize cost savings when applicable.

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF UNIFORMS FOR THE BENTONVILLE POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SIXTY THOUSAND DOLLARS ($60,000.00), WITH GALLS LLC, FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requires a standardized and centralized provider for uniforms and accessories;

WHEREAS, Galls LLC is the sole provider for such uniforms and accessories in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Galls LLC, for the purchase of uniforms and uniform accessories for the Bentonville Police Department, in an amount not to exceed sixty thousand dollars ($60,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of uniforms and uniform accessories for the Bentonville Police Department;

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Legal**
Submitted by	**Camille Thompson, Staff Attorney**
Phone	**(479) 271-5914**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Approve Resolution adopting the finalized Benton County Hazard Mitigation Plan (HMP). The participating jurisdictions of Benton County have worked together to develop this plan to improve disaster resistance, and this plan is required in order to qualify for federal disaster and mitigation funding. Staff recommends approval of this resolution. The link to view the finalized plan is: https://www.dropbox.com/s/3a5tzk2xbwca1xf/Benton%20County%20Hazard%20Mitigation%20Plan.pdf?dl=0

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

STATE OF ARKANSAS
GOVERNOR ASA HUTCHINSON
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT

JAMI COOK
SECRETARY

A.J. GARY
DIRECTOR

January 4, 2022

The Honorable Barry Moehring
Benton County Judge
215 E. Central Ave
Bentonville, AR 72712

Re: FEMA-4441-DR-AR, Project # 0008
Benton County Hazard Mitigation Plan Update

Dear Judge Moehring:

Congratulations! The Benton County Multi Jurisdiction Hazard Mitigation Plan has reached Approvable Pending Adoption (APA) status with FEMA. Everyone associated with this endeavor should be commended for their efforts.

Please comply with the following requirements to ensure final approval status:

1. Adoption resolutions from all participating jurisdictions must be submitted to FEMA no later than 90 days from the date of this letter.
2. Send one, clean (no highlighting), electronic copy of the plan with the resolutions to ADEM.

By receiving APA status, Benton County, and participating jurisdictions, will achieve eligibility for mitigation grants once the plan has been adopted by each participating jurisdiction, and approved by FEMA. Should you have any questions, please contact me at (501) 683-6700.

Sincerely,

Lacye Blake
State Hazard Mitigation Officer

cc: Robert McGowen, OEM
Tony Gertz, Two Rivers Planning

U.S. Department of Homeland Security
FEMA Region 6
800 N. Loop 288
Denton, TX 76209

FEMA

January 4, 2022

Lacye Blake, State Hazard Mitigation Officer
Arkansas Department of Public Safety
Division of Emergency Management
Bldg. 90501
Camp Joseph T. Robinson
North Little Rock, AR 72199-9600

RE: Approvable Pending Adoption of the Benton County, Arkansas Multi-Jurisdiction Hazard Mitigation Plan

Dear Mrs. Blake:

This office has concluded its review of the referenced plan, in conformance with the Final Rule on Mitigation Planning (44 CFR § 201.6). Formal approval of this plan is contingent upon the adoption by the participants on Enclosure A, as well as the receipt of the final draft of the plan containing all plan components.

Adopting resolutions must be submitted to this agency for review and approval no later than one year from the date of this letter. Failure to submit these resolutions in a timely manner could lead to a required update of the plan prior to FEMA approval.

Once this final requirement has been met, a letter of official approval will be generated. The Local Hazard Mitigation Planning Tool, with the reviewer's comments has been enclosed to further assist the jurisdictions in complying with planning requirements.

Sincerely,

[redacted]

Ronald C. Wanhanen
Chief, Risk Analysis Branch

Enclosures

Enclosure A

Attached is the list of participating local governments included in the January 4, 2022 review of the referenced Hazard Mitigation plan.

	Community Name
1)	Avoca town
2)	Bella Vista city
3)	Benton County
4)	Bentonville city
5)	Bentonville Public Schools
6)	Cave Springs city
7)	Centerton city
8)	Decatur city
9)	Decatur School District
10)	Elm Springs city
11)	Garfield town
12)	Gateway town
13)	Gentry city
14)	Gentry Public Schools
15)	Gravette city
16)	Gravette School District
17)	Highfill town
18)	Little Flock city
19)	Lowell city
20)	Pea Ridge city
21)	Pea Ridge School District
22)	Rogers city
23)	Rogers Public Schools
24)	Siloam Springs city
25)	Siloam Springs Schools
26)	Springdale city
27)	Springtown town
28)	Sulphur Springs city

Adoption Submittal (Final)

Following the issuance this of Approvable Pending Adoption letter, all participants are provided one year to adopt the plan and submit it through the State to FEMA. For multi-jurisdictional plans, multiple adoptions should be submitted as a complete package as outlined below.

The State must submit the plan files via:

Floodmaps File eXchange (FFX): https://www.floodmaps.fema.gov/ffx/

Risk Management Directorate (RMD) SharePoint:

https://rmd.msc.fema.gov/Regions/VI/Mitigation%20Planning/Forms/AllItems.aspx

Note: You will be requested to register if you have not already done so.
All plans containing Protected Critical Infrastructure Information (PCII) must be submitted through the Floodmaps File Exchange (FFX) to ensure secure file submissions.

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1. Final draft of the plan in MS Word or pdf format containing:
   a. The final plan formatted as a single document.
   b. Documentation demonstrating adoption by the participating jurisdictions seeking approval. (i.e. copies of signed resolutions, official meeting minutes, etc.…) Note: Adoption resolutions can be separate files. Additional adoptions are not required to provide a copy of the plan.
   c. Remove strikethroughs, highlights and all Track Changes must be accepted in the final plan.

2. Send an email addressed to r6-mtd-planning@fema.dhs.gov as notification that the electronic file has been submitted. Please DO NOT send plans to the email inbox as it has very strict size limitations which will lock the inbox and not allow additional emails to be received. The email must include the following information:

   a. Include the follow when applicable: (Note: A submittal letter is no longer required.)
      i. Subject line [Approval Review for Name of Plan, State]
      ii. FEMA funding source, grant or disaster number, and project number (when applicable)
      iii. list of adopting jurisdictions
      iv. Plan File name (file name must include date submitted)

3. Submittals which do not conform to the above requirements will be returned to the State for resubmission

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF BENTONVILLE CITY COUNCIL ADOPTING THE FINALIZED BENTON COUNTY HAZARD MITIGATION PLAN (HMP); PROVIDING AND EFFECTIVE DATE; AND FOR OTHER PURPOSES:

WHEREAS, The participating jurisdictions of Benton County have worked together to develop a strategy known as the Benton County HMP to improve disaster resistance in the planning area; AND

WHEREAS, the Federal Disaster Mitigation Act of 2000 (DMA2000) pursuant 44 CFR Part 201 and the Federal Emergency Management Agency (FEMA) require communities to adopt an approved hazard mitigation plan in order to be eligible to receive pre-disaster and post disaster federal funding for mitigation purposes; AND

WHEREAS, the participating jurisdiction has participated in the hazard mitigation plan by the formation of a Mitigation Planning Committee (MPC); AND

WHEREAS, the MPC recommends the formal adoption of the Benton County HMP by the passing of this resolution.

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

Section 1: The participating stakeholder hereby approves and adopts the hazard mitigation plan in its entirety with projects as adopted by the MPC; AND agree to be governed by the HMP attached hereto and incorporated.

Section 2: The participating stakeholder authorizes the appropriate participating officials to pursue funding opportunities for implementation of proposals designated therein; AND will upon receipt of such funding or other necessary resources, seek to implement the actions contained in the plan.

Section 3: The participating jurisdiction will continue to cooperate and participate in the hazard mitigation planning process, holding regular meetings, including reporting of progress as required by FEMA, the State of Arkansas, Division of Emergency Management (ADEM) and the MPC.

THIS RESOLUTION adopted this _____ day of _____, 2022.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Administration**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution to approve a budget adjustment for Human Resources Software with Bamboo HR. The request for a budget adjustment for human resources software is in alignment with efforts to move the City of Bentonville Human Resources Department toward market standards for general human resources functions. This software will provide a digital platform for many of the processes the City has always done via paper.

Estimated Cost	**$58,055.00**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

This purchase was partially budgeted in 2022. $15,000 will be utilized from the 2022 budget and $43,055 will be utilized from reserves.

Budget Adjustment Request

Date of City Council Meeting	**1/25/2022**
Department	**Administration**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget adjustment for Human Resources Software with Bamboo HR. This purchase was partially budgeted in 2022. $15,000 will be utilized from the 2022 budget and $43,055 will be utilized from reserves.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101010	**43310**	**Technical/Data Processing**		**$ 43,055.00**
		Totals	**$ -**	**$ 43,055.00**
		Net Impact on Fund Balance	**$**	**(43,055.00)**

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memo

To: City Council, Mayor Orman

From: Debbie Griffin, Director of Administration

Date: January 20, 2022

Re: Human Resources Software

The request for a budget adjustment for human resources software is in alignment with efforts to move the City of Bentonville Human Resources Department toward market standards for general human resources functions. This software will provide a digital platform for many of the processes the City has always done via paper and manual process.

BambooHR was selected through the RFQ process with the city purchasing department and selection committee. BambooHR is a national company with more than 20,000 clients based in Lindon, Utah.

One of the main benefits of BambooHR software is the recruiting and on-boarding process. Our current software only allows applicants to apply online via a desktop and using the Chrome internet browser. Our current software does not allow applicants to use a mobile device. BambooHR software will allow applicants to apply from any browser or mobile device. The software will also allow for applicant tracking and talent pool retention. It will also allow for digital signatures for onboarding documents and acknowledgments, house demographic information, provide online evaluation process with tracking and performance metrics, provide employee surveys, and benefits statements. This software is also cloud based to improve uptime/downtime for employee use with software backup. There are several additional features outlined below.

- HR Management (Mobile App, Employee Records, 10 GB of Doc Storage + 250 MB per active employee, Employee Directory, Org Chart, Company Calendar, Training Tracking, Audit Trail)
- Onboarding (Onboarding and Off boarding Tasks, Employee Self-onboarding, eSignatures)
- Hiring (Applicant Tracking System for 25 concurrent job openings, Offer Letters, Hiring Mobile App)
- Compensation Tracking (Time-off Mgmt, Benefits Tracking, Compensation History)
- Employee Satisfaction with eNPS
- Advanced Reporting & Components (Custom Reporting, Custom Access Levels, Tailored Workflows & Approvals, Personalized Email Alerts, Custom Tabs & Fields, Company Branding)

- Integrations (Google & SAML Single Sign-on, API Access, BambooHR Marketplace)
- Support (Email/Phone support Mon-Fri, 6:00 AM - 6:00 PM MT; Webinar Library)
- Employee Goal Tracking, Self & Manager Assessment, Peer Feedback, Assessment Progress Report, Automated Email Alerts, Employee Performance Report

Please call or email me with any questions or comments at 479-254-2028 or dgriffin@bentonvillear.com

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE PURCHASE OF BAMBOOHR SOFTWARE; ADJUSTING THE 2022 BUDGET TO APPROPRIATE FORTY-THREE THOUSAND FOUR HUNDRED FIFTY-FIVE DOLLARS ($43,455.00) FROM GENERAL FUND RESERVES INTO ACCOUNT #101010-43310; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville desires to update its Human Resources software in order to better assist with tracking employee records, workflows, time approval, and analytics reporting;

WHEREAS, BambooHR was selected after the RFQ process was implemented;

WHEREAS, this purchase is a professional service; therefore, competitive bidding is not needed;

WHEREAS, fifteen thousand dollars ($15,000.00) is already included in the 2022 budget for this purchase and a budget adjustment of forty-three thousand four hundred fifty-five dollars ($43,455.00) is needed;

WHEREAS, the total cost of this purchase is fifty-eight thousand four hundred fifty-five dollars ($58,455.00) with a recurring annual cost of fifty-one thousand four hundred fifty-five dollars ($51,455.00).

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

Section 1: The 2022 Budget is adjusted to appropriate forty-three thousand four hundred fifty-five dollars ($43,455.00) from General Fund Reserves to Account #101010-43310;

Section 2: This appropriation will be used to purchase BambooHR;

Section 3: There is a recurring annual cost of fifty-one thousand four hundred fifty-five dollars ($51,455.00);

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

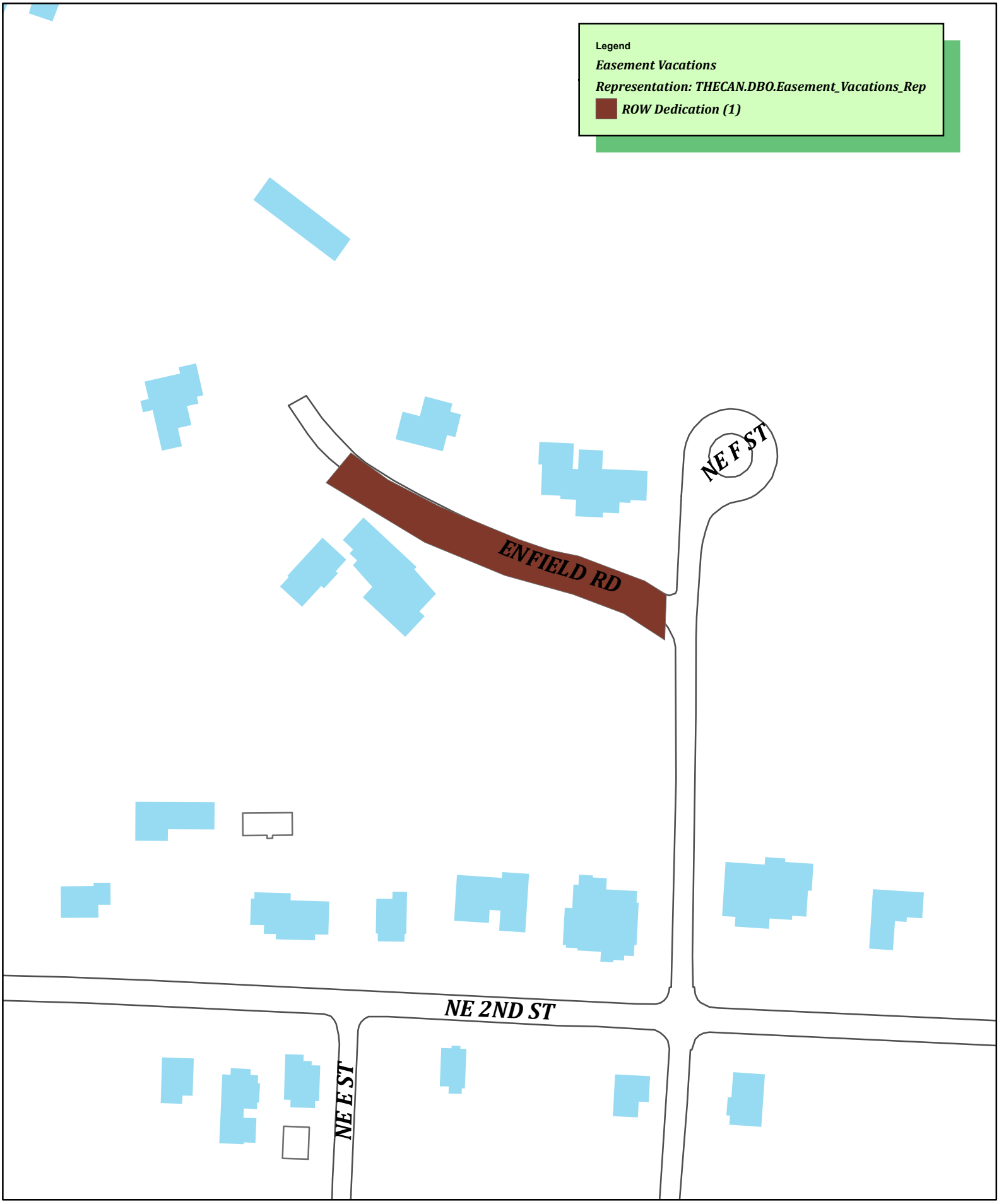
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution setting a public hearing for February 8, 2022 for a Street Right of Way Vacation requested by CEI Engineering for 609 Enfield Road (VAC21-0033).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :



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1 inch = 125 feet

VAC21-0033
Right of Way Dedication
Enfield Road

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 a Street Right of Way vacation (VAC21-0033) within the City of Bentonville, Arkansas be vacated, which said easement is described as follows:

All of the right-of-way of Enfield Road according to Plat Book O, Page 39 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

BEGINNING at the southeast corner of said right-of-way, being the Northeast corner of Lot 4, Enfield Park;
THENCE along the right-of-way of said Enfield Road, the following thirteen (13) calls:

1. North 57°01'38" West, 50.14 feet;
2. Westerly along the arc of a curve to the left 56.40 feet, having a central angle of 24°35'00", a radius of 131.45 feet, and a chord that bears North 69°19'08" West with a chord distance of 55.97 feet;
3. Westerly along the arc of a curve to the right 73.44 feet, having a central angle of 14°08'40", a radius of 297.47 feet, and a chord that bears North 74°30'56" West with a chord distance of 73.25 feet;
4. North 67°27'38" West, 89.43 feet;
5. Northwesterly along the arc of a curve to the right 119.14 feet, having a central angle of 17°12'07", a radius of 396.84 feet, and a chord that bears North 58°51'31" West with a chord distance of 118.70 feet;
6. Northeasterly along the arc of a curve to the right 209.36 feet, having a central angle of 299°59'04", a radius of 39.99 feet, and a chord that bears North 39°43'56" East with a chord distance of 40.00 feet to a found rebar;
7. Southeasterly along the arc of a curve to the left 47.16 feet, having a central angle of 07°33'25", a radius of 357.55 feet, and a chord that bears South 54°01'28" East with a chord distance of 47.12 feet to a found rebar;
8. Southeasterly along the arc of a curve to the left 59.99 feet, having a central angle of 09°37'14", a radius of 357.28 feet, and a chord that bears South 62°37'59" East with a chord distance of 59.92 feet;
9. South 67°27'38" East, 89.43 feet to a found rebar;
10. Easterly along the arc of a curve to the left 33.55 feet, having a central angle of 07°28'00", a radius of 257.47 feet, and a chord that bears South 71°12'48" East with a chord distance of 33.53 feet;
11. Easterly along the arc of a curve to the left 30.00 feet, having a central angle of 06°40'30", a radius of 257.47 feet, and a chord that bears South 78°15'01" East with a chord distance of 29.98 feet;
12. Easterly along the arc of a curve to the right 73.57 feet, having a central angle of 24°35'09", a radius of 171.45 feet, and a chord that bears South 69°19'12" East with a chord distance of 73.01 feet to a found rebar;

13. South 57°01'38" East, 26.14 feet to a rebar found on the west right-of-way of NE F Street according to Plat Book B, Page 101;

THENCE along said west right-of-way, South 02°00'22" West, 46.64 feet to the **POINT OF BEGINNING** containing **19,840** square feet or **0.46** 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 easement is set for a hearing on February 8, 2022 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 _____ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: (*Check Applicable Item Type)*

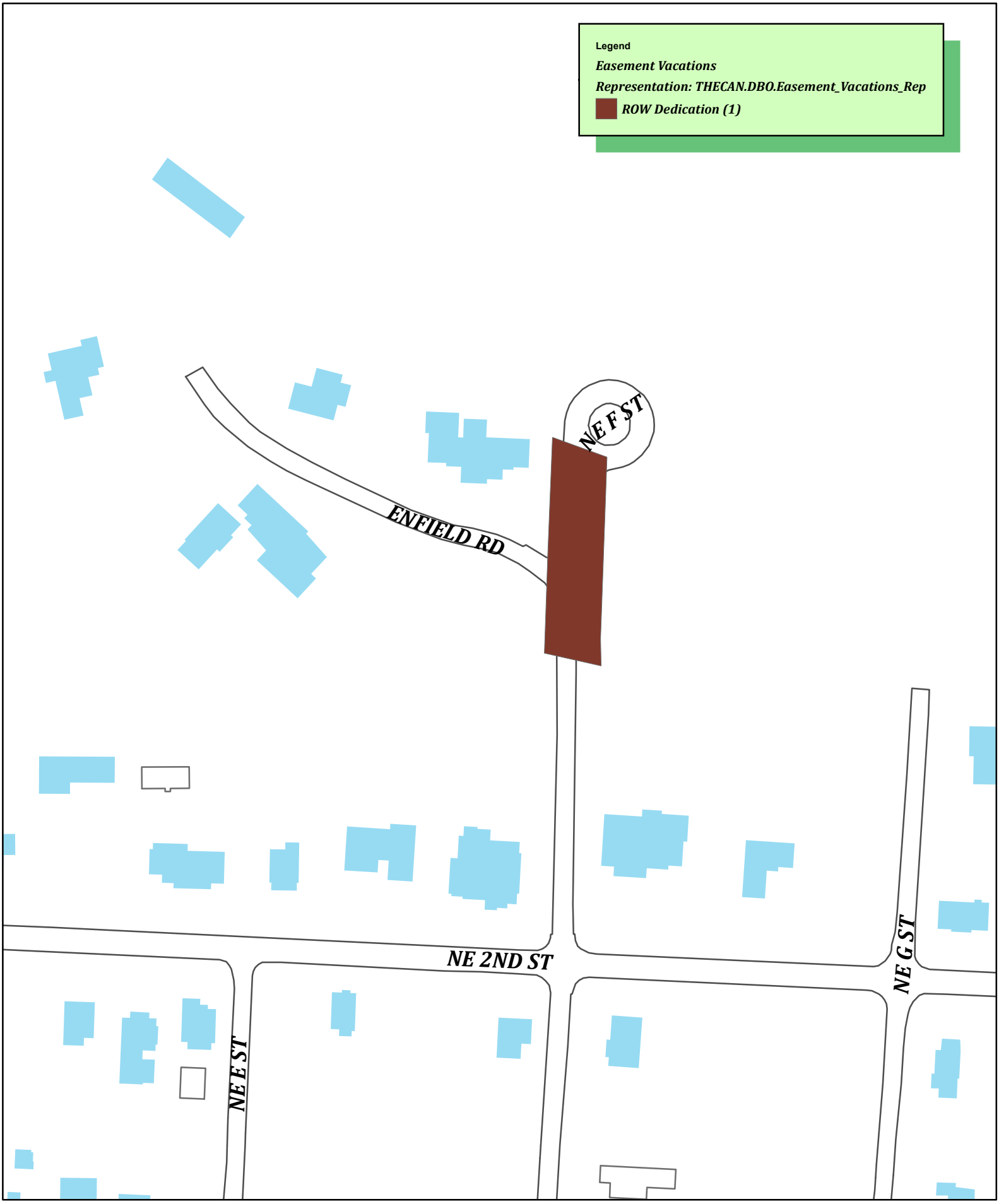
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution setting a public hearing for February 8, 2022 for a Street Right of Way Vacation requested by CEI Engineering for NE F Street at Enfield Road (VAC21-0032).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :



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1 inch = 130 feet

VAC21-0032
Right of Way Dedication
NE F Street

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 a Street Right of Way vacation (VAC21-0032) within the City of Bentonville, Arkansas be vacated, which said easement is described as follows:

A part of NE F Street right-of-way according to Plat Book B, Page 101 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 4, Enfield Park according to Plat Book O, Page 39;
THENCE along the east boundary of said Lot 4, North 02°00'22" East, 107.61 feet to the east boundary of Tract 2, Enfield Park according to Plat Book 2, Page 184;
THENCE along said east boundary, North 02°17'11" East, 124.85 feet to a found nail;
THENCE leaving said east boundary, South 70°00'13" East, 62.44 feet to a nail found on the west boundary of the parcel described at Deed Book 2012, Page 5285;
THENCE along said west boundary, South 02°00'22" West, 195.93 feet;
THENCE leaving said west boundary, South 01°05'47" East, 28.90 feet to the northwest corner of Lot 5, Block 7, Lincoln & Rice Addition according to Plat Book 2007, Page 366;
THENCE North 77°18'39" West, 62.65 feet to the **POINT OF BEGINNING** containing **13,699** square feet or **0.31** 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 easement is set for a hearing on February 8, 2022 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 _____ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**479-271-5964**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution allowing the Mayor and City Clerk to enter into professional services agreement with Burns & McDonnell Engineering Company for the design (Title I Services) of Greenhouse Road Safety Improvements (Job #090628); and budget adjustment to accept STBG-A federal grants and NWARPC CRRSAA HIP Funding grant to cover the cost of this contract's Title 1 Services, ceiling price $1,335,139.00. This firm was selected in accordance with ARDOT Local Agency Consultant Selection Procedures, as required by ARDOT for this Project (RFQ-21-37).

Estimated Cost	**$1,335,139.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

This project has received federal funds for reimbursement of 80% of the cost. The remaining 20% will be shared between Centerton and Bentonville as agreed upon at the May 26, 2020 Council Meeting.

Budget Adjustment Request

Date of City Council Meeting	**1/25/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget adjustment to accept a total of three (3) grants and allow for the City of Bentonville's cost share of the 20% matching funds. Two (2) STBGP-A grants were received for 80/20 funding; one at $1,062,500 ($212,500 matching) and the other at $140,000 ($28,000) matching. The matching funds have been agreed to be split 45% to Centerton and 55% to Bentonville. Centerton's matching responsibility is $108,225 and Bentonville's matching responsibility is $132,273. Also, a third NWARPC CRRSAA HIP grant was received at $132,640 with no matching funds required.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	33110	Federal Direct Grant	$ 850,000.00	
203810	33110	Federal Direct Grant	$ 112,000.00	
203810	33110	Federal Direct Grant	$ 132,640.00	
203810	47380	Street Construction		$ 1,335,139.00
203810	33540	Development Agreement	$ 108,225.00	
		Totals	$ 1,202,865.00	$ 1,335,139.00
		Net Impact on Fund Balance	$	(132,274.00)

*Final Account Number will be determined by Accounting Department after approval and purchase

Memorandum

To: Mayor and City Council

From: Dennis Birge, Transportation Director

Date: Friday, January 14, 2022

Re: Greenhouse Road Safety Improvements (Job# 090628)

Staff recommends City Council approval of a resolution to enter into a PSA with Burns & McDonnell Engineering Company for the ceiling price, $1,335,139.00, Title 1 Services only.

Staff also recommends approval of a Budget adjustment to accept a total of three (3) grants and allow for the City of Bentonville's cost share of the 20% matching funds. Two (2) STBGP-A grants were received for 80/20 funding; one at $1,062,500 ($212,500 matching) and the other at $140,000 ($28,000) matching. The matching funds have been agreed to be split 45% to Centerton and 55% to Bentonville. Centerton's matching responsibility is $108,225 and Bentonville's matching responsibility is $132,274. Also, a third NWARPC CRRSAA HIP grant was received at $132,640 with no matching funds required.

Thanks for your consideration. Please call or email me with any questions at 479-271-5964 or dbirge@bentonvillear.com

AGREEMENT
FOR
PROFESSIONAL SERVICES

Job No. 090628 Greenhouse Rd. Safety Impvts. (Bentonville) (S)
FAP No. STPU-9036(25)

PREAMBLE

Date: _____

THIS AGREEMENT, entered into this day by and between City of Bentonville, Arkansas ("Owner"), and Burns & McDonnell Engineering Company, Inc. ("Consultant"), a corporation existing under the laws of the State of Missouri, with principal offices at 6576 Lynch's Prairie Cove, Suite B, Springdale, AR 72762.

WITNESSETH:

WHEREAS, the Owner is planning to widen Greenhouse Road from Highway 12 to Highway 102; and,

WHEREAS, the Owner's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, the Consultant's staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Owner to obtain the assistance of the Consultant's organization in connection with professional services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

1.1. "Consultant's Representative" shall be Steven Beam, P.E., until written notice is provided to the Owner designating a new representative.

1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **$1,997,658**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.

1.3. "Contract Price" is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.

1.4. "Default" means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure*

to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.

1.5. "Department" or "ARDOT" means the Arkansas Department of Transportation.

1.6. "DOT" means the United States Department of Transportation.

1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 CFR.

1.8. "Owner" means the City of Bentonville, Arkansas.

1.9. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.

1.10. "FHWA" means the Federal Highway Administration.

1.11. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 CFR Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be 221.75% until acceptance of an updated audited indirect cost rate by the Department. If applicable, the Indirect Cost Rate for each subconsultant shall be listed in **Appendix B**.

1.12. Title I Services" are those services provided by the Consultant before the award of the contract for construction of the Project, consisting primarily of engineering services for the planning or design of the Project.

1.13. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **$1,335,139**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.

1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.

1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is **$662,519.00**. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

1.16. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier under this Agreement is **3.604** until acceptance of an updated audited indirect cost rate by the Department.

2. TYPE OF AGREEMENT

2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.

2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of FAR, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. *Allowable costs*.

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in FAR, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's subcontractors under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Allowable costs for travel are reimbursed for actual expenses incurred and are subject to the limitations, regulations, and cost principals and procedures in FAR and the State of Arkansas Travel Regulations as adopted by the Department Accounting Manual, which are expressly incorporated into this Agreement by reference.

3.1.4. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.5. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries*. The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1. SCHEDULE OF SALARY RANGES

See Appendix A-3

3.2.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.2.3. Invoices shall be submitted by mail or email (if emailed submit in pdf or other formats that cannot be altered) to:

Email: accountspayable@bentonvillear.com

3.3. *Indirect Cost Rates*.

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection **1.11**. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in **Appendix B**. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to FAR.

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, ARDOT, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Department of Transportation Indirect Cost Rate Audit Requirements.*

3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Department of Transportation Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Department of Transportation. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.

3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.

3.4. *Fees*. The justification for the fees and cost is contained in Appendix A-2. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fee of **$134,456.00** for Title I Services. For Title II Services the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.

3.5. *Invoices, Reimbursement, and Partial Payments*. Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement.

The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.

3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services Ceiling Price and Contract Ceiling Price*. The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I and Title II services under this Agreement, including all costs and fees, shall not exceed the Title I and Title II Services Ceiling Price, respectively. No adjustment of the Indirect Cost Rate, other adjustment, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment*.

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,

- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment*. The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.

4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.

4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

5.2. *Examination.* The Consultant shall maintain, and the Owner, ARDOT, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.

5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit

of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, ARDOT, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—

- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
- Any proposal for the Agreement, subcontract, or modification;
- Discussions conducted on the proposal(s), including those related to negotiating;
- Fees or allowable costs under the Agreement, subcontract, or modification;
- Performance of the Agreement, subcontract or modification; or,
- The amount and basis of any claim or dispute.

5.4. *Audit*. The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.

5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 29, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

6.1. See Appendix A-1.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY CONSULTANT

7.1. See Appendix A-1.

8. INFORMATION TO BE PROVIDED BY THE OWNER

8.1. See Appendix A-1.

9. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

9.1. See Appendix A-1.

10. COORDINATION WITH OWNER

10.1. Throughout the Project, the Consultant shall hold meetings as needed in Bentonville, Arkansas, or such other location as designated by the Owner, with representatives of the Owner, the ARDOT, and the FHWA so that as the Project progresses, the Consultant shall have full benefit of the Owner's knowledge of existing needs and facilities and be consistent with the Owner's current policies and practices. The extent and character of the work to be done by the Consultant shall be subject to the general oversight and approval of the Owner.

11. OFFICE LOCATION FOR REVIEW OF WORK

11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the ARDOT, and the FHWA at the Consultant's Arkansas office located at 6576 Lynch's Prairie Cove, Suite B, Springdale, AR 72762.

12. ACCESS TO PROPERTY

12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

13.1. See Appendix A-1.

14. SUBCONTRACTING

14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in **Appendix B**, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.

14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.

14.5. *Prompt Payment*. The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

15.1. Neither the employees of the Consultant, or of its subcontractors, shall be deemed employees of the Owner for the purposes of this Agreement.

15.2. The Consultant and its subcontractors agree that it will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement. Furthermore, the Consultant and its subcontractors shall not enter into any other contract during the term of this Agreement that would create or involve a

conflict of interest with the services provided herein or other contracts that may be adverse to the Owner, State, City or County as it relates to this Agreement.

15.3. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation above the Contract Price, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

15.4. The Consultant shall demonstrate to the Owner's Representative the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.

15.5. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the Owner, the ARDOT and FHWA, which shall be incorporated herein by reference.

15.6. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.

15.7. The Consultant and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

15.8. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

15.9. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.

15.10. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

16.1. *Definitions*. *Acceptance,* as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction,* as used in this Agreement, means the elimination of a defect.

16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product under this Agreement will, at the time of acceptance, conform to the requirements of this Agreement, meet the satisfaction of the Owner, and are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content.

16.3. If the Consultant is required to correct or re-perform, it shall be at no additional cost to the Owner above the Contract Price, and any services corrected or re-performed by the

Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.

16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.

16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein. Final Plans shall be submitted by March 31, 2024 unless extended or terminated by the Owner in accordance with this Agreement.

17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]

17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

See Appendix D.

18. TERMINATION

18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.

18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.

18.3. Upon receipt of the notice, the Consultant shall:

- Immediately discontinue all services affected (unless the notice directs otherwise).
- Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
- Terminate all subcontracts to the extent they relate to the work terminated.
- In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute

arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.

- With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.

- Complete performance of any work not terminated.

- Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.

18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.* The Owner, upon its own determination, shall pay the Consultant in addition to payment for services rendered and reimbursable costs incurred, for all expenses the Owner determines to have been reasonably incurred by the Consultant in connection with the orderly termination of this Agreement including but not limited to demobilization, reassignment of personnel, associated indirect costs and all other expenses directly resulting from termination.

18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.

18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 29, Disputes and Claims.

18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—

- Cancel the stop work order; or

- Terminate the work pursuant to Section 18, Termination.

19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—

- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,

- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,

- The Consultant provides Notice of Potential Claim pursuant to Section 29, Disputes and Claims.

20. CHANGES

20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 29, Disputes and Claims. As provided in Section 29, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 29, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

21.1. Except for any pre-existing intellectual property, all project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.

22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and

information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.

22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.

22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of ARDOT job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

25.1. The Consultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to any Owner or Department projects during the term of this Agreement, to any person who:

- is a present employee of the Owner or Department;
- is a former employee of the Department and at any time during the person's employment with the Department, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;
- is a former employee of the Department within the twelve (12) months of employment cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility; or
- is a former employee of the Department within the twelve (12) months of employment cessation will engage in selling or attempting to sell commodities or services, including technical or professional consultant services to the Department, unless the former employee's last annual salary with the Department did not exceed ten thousand five hundred dollars ($10,500).
- is a former employee of the Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

26. SUCCESSORS AND ASSIGNS

26.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

27. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

27.1. *Indemnity*. The Consultant shall hold harmless and indemnify the Owner and the ARDOT, their officers, employees and agents and all other governmental agencies with an interest in the Project, from and for all claims and liabilities stemming from any negligent acts, errors or omissions in the services performed in this Agreement on the part of the Consultant and its subcontractors, and their agents and employees.

27.2. *No Personal Liability*. No director, officer, manager, employee, agent, assign, or representative of the Owner or the ARDOT shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.

27.3. *Independent Consultant Relationship*. The parties intend that the Consultant shall be an independent consultant of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

28. INSURANCE

28.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of $2,000,000. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.

28.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

28.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.

28.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.

28.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

28.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.

28.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the

final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.

28.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.

28.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

29. DISPUTES AND CLAIMS

29.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim***.

29.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***

29.3. *Form*. All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:

- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
- The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
- A copy of the "Notice of Potential Claim";
- The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
- The name, title, and activity of each Consultant, Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;

- If an extension of time is sought, the specific number of days sought and the basis for the extension;

- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,

- Any other information or documents that are relevant to the claim.

29.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

29.5. *Continued Performance*. Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

29.6. *Nonexclusive Remedies.* The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

30. COVENANT AGAINST CONTINGENCY FEES

30.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

30.2. *Bona fide agency,* as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

30.3. *Bona fide employee,* as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

30.4. *Contingent fee,* as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

30.5. *Improper influence,* as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

31. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

31.1. *Compliance with Regulations*. The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49 CFR Part 21, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, or national origin be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

31.2. *Nondiscrimination*. The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

31.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

31.4. *Information and Reports*. The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner, the ARDOT, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the ARDOT or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Consultant to obtain the records or information.

31.5. *Sanctions for Noncompliance*. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the ARDOT, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.

31.6. *Incorporation of Provisions*. The Consultant shall include the terms and conditions of this Section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the ARDOT, or the USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may

request the Owner or the ARDOT to enter into the litigation to protect the interests of the State and litigation to protect the interest of the United States.

32. DBE CLAUSE

32.1. The Consultant or subcontractor shall not discriminate on the basis of race, color, sex or in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 CFR Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

32.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

33. COMPLIANCE WITH ALL OTHER LAWS REGARDING NONDISCRIMINATION

33.1. The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

33.2. The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or any other protected classes in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

33.3. In accordance with Section 504 regulations 49 CFR Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

34. CERTIFICATION REGARDING LOBBYING

34.1. The Consultant certifies, to the best of their knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

- The Consultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.

35. <u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS</u>

35.1. The Consultant certifies, to the best of its knowledge and belief, that—

- The Consultant and any of its Principals—

35.1..1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

35.1..2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

35.1..3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 35.1.1.2; and,

35.1..4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

35.2. *Principals,* for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

35.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

35.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

36. MISCELLANEOUS

36.1. *General Compliance with Laws*. The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

36.2. *Registered Professional Engineer's Endorsement*. All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.

36.3. *Choice of Law*. This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

36.4. *Choice of Forum*. The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

36.5. *No Waiver of Immunity*. The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

36.6. *Conflicts Between Laws, Regulations, and Provisions*. In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

36.7. *Severability*. If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.

36.8. *No-Waiver*. The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.

36.9. *Modification and Merger*. This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

36.10. *Force Majeure Clause*. Neither party to this Agreement shall be liable for any delay direct or indirect in performance caused by an unforeseen event such as acts of god, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party beyond such party's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure.

36.11. *Authorization to Proceed.* Execution of this Agreement by the Owner will be made by written authorization to the Consultant. The Consultant and Subcontractors shall not seek reimbursement for work initiated prior to receiving notice to proceed or work order authorization.

37. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

37.1. *This* Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

38. CERTIFICATION REGARDING CONFLICT OF INTEREST

38.1. *The* Consultant certifies, that it has no financial interest in the proposed project or construction of the proposed project

38.2. *The* Consultant nor any of its Principals have no known conflicts with any of the following:

38.2..1. No financial interest in work associated with this contract;

38.2..2. No ownership interest in work associated with this contract;

38.2..3. No Financial interest in the results of any agency decisions regarding approvals for work associated with this project;

38.2..4. Policies and procedures (provided statutory framework permits) for a contracting agency to pursue a range of civil actions and penalties including fines, suspension, or debarment associated with fraud, waste, abuse, and identified conflict of interest which were not disclosed.

38.3. For the duration of the contract, except for work expressly defined in this contract, the Consultant shall not be party to third party agreements for design or construction on projects associated with contract.

38.4. For the duration of the contract, except for work expressly defined in this contract, the Consultant shall not be party to enforceable promises or guarantees of future work associated with this contract.

39. NOTICE

39.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

- To the Owner's Representative:

  Dan Weese, PE
  City Engineer
  City of Bentonville
  3200 SW Municipal Drive
  Bentonville, Arkansas 72712

- To the Consultant:

  Steven Beam, P.E.
  Business Manager
  Burns & McDonnell
  6576 Lynch's Prairie Cove, Suite B
  Springdale, AR 72762

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

BY: [redacted]
Michael S. Debacker, P.E.
Vice President

CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman
Mayor

APPENDICES

APPENDIX A SERVICES & FEES
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A-2 JUSTIFICATION OF COSTS & FEES
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B-1 Terracon Consultants, Inc.

APPENDIX C STANDARD CERTIFICATIONS
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C-3 City of Bentonville, Arkansas

APPENDIX D PROJECT SCHEDULE

APPENDIX A-1

SCOPE OF WORK

ARDOT JOB 090628
Greenhouse Rd. Safety Improvements (Bentonville) (S)

I. DESCRIPTION OF THE PROJECT

The City of Bentonville is proposing to engage a design firm or a team of design firms to provide professional engineering services for widening Greenhouse Rd from Hwy 12 to Hwy 102 on existing alignment.

The proposed project design will require surveys, geotechnical studies, hydraulic studies, roadway & bridge design and plans, right of way plans, bidding services, and construction engineering and inspection services. Storm drainage systems, relocated utility facilities, maintenance of traffic and other incidental systems and facilities will be designed and constructed as necessary. The Work Zone Policy impact is considered significant.

This project includes Surface Transportation Block Grant Program-Attributable (STBGP-A) funds and all work will be reviewed and approved by the Arkansas Department of Transportation (ARDOT). All work and contract requirements shall conform to requirements of the Federal Highway Administration (FHWA), ARDOT and the City of Bentonville.

The plans will not be required to be prepared in standard ARDOT format.

II. SERVICES PROVIDED BY THE CITY:

1. Provide and coordinate the necessary public meetings.
2. Publish, and pay for public notices and legal notices.
3. Provide Spanish translation services at public meetings as necessary.
4. Provide existing right of way plans if available.
5. Provide right of way appraisal and acquisition.
6. Handle utility adjustments, as needed.
7. Handle relocatees, as needed.

III. SERVICES PROVIDED BY ARDOT:

1. Provide routine environmental documentation for the project.
2. Coordinate with FHWA for tribal correspondence and document approvals.
3. Coordination with State Historic Preservation Office (SHPO) and other federal, state, and local agencies as necessary.
4. Review plans and specifications at 50%, 90% and final review level.

IV. TITLE I SERVICES TO BE FURNISHED BY THE CONSULTANT

ENVIRONMENTAL CLEARANCE DOCUMENTATION SUPPORT

A. LOCATION AND/OR DESIGN ALTERNATIVES

1. Prepare conceptual design of all location and/or design alternatives (up to three (3) alternative alignments), which will include but not be limited to major drainage structures and any intersection locations. Development of the alternatives shall include early and continuous coordination with the City, ARDOT, FHWA, and appropriate resource agencies. Electronic copies of the design shall be furnished to ARDOT in Bentley MicroStation "DGN" format and furnished to the City in AutoCad "DWG" format.

2. Prepare cost estimates for each alternative.

3. After all reasonable and feasible alternatives have been reviewed by the City, ARDOT, and FHWA a final determination will be made as to which type of NEPA environmental document (Environmental Impact Statement, Environmental Assessment, or Categorical Exclusion) is warranted.

B. PUBLIC INVOLVEMENT MEETING – IF REQUIRED

1. Plan, coordinate, participate in, and assist the City in conducting one Public Involvement Meeting near the project area. Identify the logistics involved in selecting the meeting location and time with the City and ARDOT. The City will subsequently secure/reserve and pay any rental costs for such site and any necessary equipment.

2. Prepare and submit the notice of public involvement meeting to the City and ARDOT for review and approval. Place the approved notice in a local newspaper in accordance with ARDOT polices and requirements. The City will be responsible for payment of the publication of legal notices and ads.

3. Prepare public involvement displays, sign-in sheets, comment sheets, and other materials for the Public Involvement Meeting as necessary. Provide adequate numbers of handouts and displays for the public involvement meeting and will provide a miniumum four (4) personnel to support the Public Involvement Meeting by being prepared to answer questions and explain all concepts of the proposed project. Also be prepared to pivot to virtual public involvement meeting if required.

4. Compile comments received at the Public Meeting and document the same in the form of a synopsis that will include comments cards, letters, attendance sheets, summary of input, response to public comments, etc. This will include photographs or copies of informational displays, handouts, etc and submit a Title VI report.

C. LOCATION AND DESIGN PUBLIC HEARING(S) – IF REQUIRED

1. Coordinate with the City and ARDOT on time and location of the public hearing(s).

2. Prepare and submit notice of public hearing(s) to the City and ARDOT for review and approval. Coordinate with the City for the placement of notices in a local newspaper in

accordance with ARDOT policies and requirements.

3. Prepare public hearing displays and handouts for review and approval by the City and ARDOT. Provide adequate numbers of handouts and displays for the public hearing(s).

4. Conduct the hearing(s) and assist the City by being prepared to answer questions and explain all concepts of the proposed alternatives.

5. Review and respond to public hearing transcipts and prepare a synopsis of location hearing comments for location decision.

D. CONSTRUCTION PLAN AND SPECIFICATIONS DEVELOPMENT

Prepare special provisions related to environmental commitments and protection. The Consultants' Environmental Staff shall work with the Roadway and Designers to ensure all environmental commitments and regulatory requirements are incorporated into project plans and contracts by use of plan sheet notes, general notes and special provisions.

(NOTE: Close coordination should be maintained with ARDOT to insure that all aspects of the environmental process meet ARDOT approval. This includes approval of deliverables and dates of delivery for each task).

E. ENVIRONMENTAL PERMITTING FOR CONSTRUCTION

1. Coordinate the design with the U.S. Army Corps of Engineers, and other agencies as required to prepare a Nationwide Section 404 Permit for the proposed construction at both stream crossing locations. (Preparation of an Individual Permit, if required, will necessitate a supplemental agreement.)

2. Coordinate with the Arkansas Department of Environmental Quality to prepare a Short-term Activity Authorization (STAA) request for the proposed construction at both stream crossing locations.

FIELD SURVEYS AND MAPPING

The Consultant shall be responsible for obtaining all required aerial photography and topographic mapping (other than that provided by the City). Obtain all field surveys including topographic surveys, hydraulic surveys, property surveys, and utitlity surveys, as needed, to identify all existing features along the project including soil borings and establishing project control.

All survey tasks shall be performed under the supervision of an Arkansas Registered Professional Surveyor, shall be consistent with Arkansas minimum standards and in compliance with Arkansas laws and regulations governing the practice of Land Surveyors and with all Federal, State and Local laws, regulations and ordinances applicable to the work.

ROADWAY DESIGN AND PLANS

Submit an updated cost estimate with each design review, include costs for utilities, etc. as applicable.

A. CONCEPTUAL ROADWAY DESIGN (30% Submittal)

1. Submit design criteria to be used in the design of the project for approval by City and ARDOT prior to beginning conceptual design work.

2. Provide a hydraulic study to determine the effects of the 50 and 100-year floods and recommend waterway openings for stream crossings. Design frequency shall be in accordance with the ARDOT Drainage Manual.

3. Submit 30% plans for review by the City to include at a minimum: the proposed alignment with horizontal curve data, grades with vertical curve data, outline of proposed bridge widening showing length & width, limits of construction, existing property lines and r/w, floodway and floodplain limits, and existing aerial photography and/or topographic survey.

4. Based on the required clear span length of the proposed bridge, and considering cost & long term maintnance of this structure, compare at least two different bridge design alternatives and make recommendation to the City.

5. Identify utiltity conflicts associated with proposed alignment.

6. Provide four (4) paper copies (half size 11x17), one electronic pdf, and AutoCad/Civil 3D files for plan review.

B. PRELIMINARY ROADWAY DESIGN (50% Submittal)

1. Obtain soil borings for pavement design. Station and location to be provided.

2. Provide pavement design alternatives according to the requirements of the Roadway Design Plan Development Guidelines using AASHTO design procedures, and submit recommendation to the City and ARDOT for approval.

3. Provide the roadway plan sheets. A field inspection for each project may be performed at the 50% and 90% review level. Preliminary plans shall be submitted at the 50% level for ARDOT approval of the geometric design, title sheet, and typical sections.

4. Public Meeting
   Prepare all design related displays to be used at the public meeting when needed. This would include, but not be limited to plans of the proposed route illustrating the proposed horizontal and vertical alignments complete with all bridge structure. All proposed and existing right of way requirements, including easements, shall be included on this display. Assist the City at the meeting by being prepared to answer and explain all concepts of the proposed design. Develop a written transcript of the public comments and provide written responses to each comment. This written transcript shall be furnished to the City for the completion of the project certification.

5. The preliminary roadway plans (50% submittal) shall show, as a minimum:
   a) The title sheet.
   b) The typical sections will include notes pertaining to slopes, tolerances, leveling, and other items. The typical sections will contain information depicting the width of the subgrade, all lanes, shoulders, and clear zones. The side slopes (run/rise) and

finished grade cross slopes (ft./ft.) will also be shown. The point of profile will be defined and the location of pipe underdrains if needed will be illustrated. The location and shape for all ditches will be also be depicted.

Based on traffic data and geotechnical investigations, pavement design recommendations will be delivered to the City and ARDOT for their review and approval. Pertinent data and design calculations will be provided as well as the actual pavement section recommendations. The approved pavement designs will be incorporated into the typical sections.

c) Project specific details required to properly construct elements of the job that are not covered in the standard drawings or other plan drawings will be developed as needed.

d) Control detail sheets of the survey baseline and design centerline with control point data.

e) Roadway Plan & Profile Sheets

The plan and profile sheets will contain information including the following in the plan view: proposed centerline and travel lanes, existing topography, existing utilities, horizontal geometry (curve data, PI's, bearings), north arrow, lane and shoulder dimensions, taper dimensions, proposed driveways and side streets, proposed cross drains and related construction notes, bridge end stationing, sketch of bridge layouts, guardrail locations, turning radii, limits of existing and proposed right-of-way and control of access (including fence), permanent and temporary construction easements, construction limits, location of right-of-way points and benchmarks, floodplain limits, and other data as required.

The plan and profile sheets will contain information including the following in the profile view: proposed vertical geometry (including VPI's, grades, and ditch grades), superelevation station limits, benchmarks, existing ground profile, and drainage information.

f) Maintenance of Traffic Plans (50%)

The maintenance of traffic signing details will suggest a sequence of construction to complete major phases of the project. It will clearly identify barricades to be placed, striping to be removed, striping to be placed prior to diversion of traffic, and possible detour routes and the stages required to maintain traffic during construction. These details will supplement ARDOT standard drawings TC-1, TC-2, TC-3, TC-4, and TC-5.

g) Signing & Pavement Marking Plans (50%)

h) Culvert Diagrams (if applicable)

i) Preliminary Utility Relocation Plans (30%)

j) Erosion control plans

6. Provide four (4) paper copies (half size 11x17), one electronic pdf, Bently MicroStation (if requested by ARDOT) and AutoCad/Civil 3D files of plans for right of way review, and 50% plan review along with a preliminary construction cost estimate.

7. Attend preliminary field inspection, if required. Provide sufficient number of plan copies for preliminary field inspection.

8. Make revisions necessary to respond to comments made at the 30% review and 60% review as well as comments made at the preliminary field inspection.

9. Provide design information necessary for environmental documentation and environmental permits to be obtained by the Consultant.

C. FINAL ROADWAY DESIGN (90/100% Submittal)

The objective of this phase is to complete roadway, bridge, and right-of-way plans for the project. In the final design phase, comments from the 50% submittal will be addressed, all quantities will be calculated, right-of-way plans developed, and a construction cost estimate calculated. The final plans review will be performed and comments will be incorporated into the final plans. Comments from the 90% review submittal will be incorporated and final design of the roadway and bridge will proceed with the written approval by the City or ARDOT.

1. Comments from the review of 50% plans will be incorporated in 90% plans and all sheets will be updated with appropriate quantity callouts once quantities are tabulated.

2. The permanent pavement marking details illustrate pavement markings and traffic sign placement. All signing, striping and delineation will be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and shall conform to ARDOT and federal regulations, laws and policies. These details will supplement ARDOT standard drawings PM-1 and PM-2.

3. Survey control sheets will show the horizontal and vertical control points and horizontal alignment data in plan view at the appropriate scale. The following information will be provided: Traverse Point Table-Point number, northing, easting, and elevation (if applicable). Horizontal alignment data-Curve number, point type (PC/PI/PT), station, northing, and easting. The appropriate notes will also be included.

4. Erosion control plans will be developed and will include temporary measures that will be put in place at the start of construction. The information for temporary measures include the location of silt fences (station/offset at PI's), rock berms, sediment basins, as well as other strategies to prevent pollution of streams by stormwater runoff from the project site. Permanent erosion control measures that will be left in place after construction is complete will also be noted.

5. Cross sections for all roadways will be shown at a 1:1 scale. In addition, any matchlines will be labeled and sections will be provided at bridge ends, begin/end tapers, nose points, begin/end auxiliary lanes, and any pipes/culverts perpendicular to centerline construction. Inlet and outlet sections will be shown for pipes/culverts on skews.

6. Plan and profile sheets related to the relocation of existing water and sewer facilities which are directly affected by the project.

7. Quantities will be calculated and tabulated using the 2014 Standard Specifications for Highway Construction and the appropriate supplemental and job specific special provisions and ARDOT's Roadway Design Plan Development Guidelines and Roadway Design Training Guide.

8. Provide special provisions.

9. Provide transportation management plan.

10. Provide construction cost estimate.

11. Provide four (4) paper copies (half size 11x17), one electronic pdf, MicroStation (if requested by ARDOT), and AutoCad/Civil 3D files of plans for right of way review, and 90% plan review.

12. Attend final field inspections, if required.

13. Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection.

14. Perform all other work required to advertise and receive bids.

15. Provide hydraulic certification (if necessary).

16. Provide six (6) paper copies of half-size, unbound signed and sealed plans.

BRIDGE DESIGN AND PLANS

The bridge design and plans scope of work is based on performing designs and preparing plans for two single-span bridges over tributaries to Little Osage Creek.

A. CONCEPTUAL BRIDGE DESIGN (30% Submittal)

1. Submit design criteria to be used in the design of the project for approval by City & ARDOT prior to beginning preliminary design work.

2. Geotechnical
   a) Obtain soil borings and determine soil properties with field and laboratory testing for bridge foundation, embankment design, and retaining walls.
   b) Interpret and evaluate geotechnical data for the foundation analysis and design, bridge end and side slope embankment stability analysis including seismic analysis, and for retaining walls.
   c) Provide recommendations for embankment height and material at bridge ends.
   d) Field surveying to determine location of soil borings.

3. For bridges at stream crossings, provide a hydraulic study/analysis to determine the effects of the design flood, the 100-year flood and the 500-year flood for the recommended bridge. Determination of overtopping floods and the effects of future roadway embankments may also be required. A scour assessment should be performed.

4. Provide "Certification of No Rise" to the City for review and approval by the City Flood Plain Administor.

5. Provide four (4) paper copies (half size 11x17), one electronic pdf, Microsoft, and AutoCad/Civil 3D files, and MicroStation (if requested by ARDOT) for plan review.

6. The bridge layouts shall show, as a minimum:
   a) Topography
   b) Hydraulic data. At stream crossings, hydraulic data should be shown in table form. The effects of the design flood, the 100 and 500 year floods, and overtopping floods shall be included. When the overtopping flood is less than the design flood, the effects of future

roadway embankments should also be determined and included in the table. Scour countermeasures shall be shown when applicable.

c) Bridge length, width, and span lengths and types
d) Design, construction, and material specifications
e) Bridge foundation type, including, as applicable, estimated number and size of columns, pile sizes and lengths, etc.
f) Schematic cross-section sketches of superstructure, showing deck thickness, girder type, size, and spacing, stage construction sequencing, etc.

7. Prepare conceptual construction drawings for FEMA and Section 404 permits, as applicable.

Preliminary bridge layouts shall not be submitted for review until after the 30% roadway plans have been reviewed and approved. Written approval of the bridge layout by City and ARDOT will be required before detail bridge design and plans are begun.

B. FINAL BRIDGE DESIGN (90/100% Submittal)

1. Perform bridge design calculations based on the approved layout with any staged construction sequence. This consists of:
   a) Seismic analysis, if necessary
   b) Foundations and pile lengths
   c) Substructure
   d) Superstructure
   e) Elastomeric bearings
   f) Bridge expansion joints

2. Provide complete bridge detail drawings to include end bents, intermediate bents, piles, bearings, superstructure, expansion joints, parapets, retaining walls, approach slabs, approach gutters, and bridge quantity sheets. Each detail drawing should be fully checked and signed by a checking engineer. When different detail checking engineers are used for the same bridge or for different bridges, compatibility of details between bridge components and consistency between different bridges shall be carefully checked and confirmed by the Consultant prior to submittal. Two (2) half-size copies of the detail drawings shall be submitted for Bridge Division review prior to submittal for the final field inspection. The copies submitted for the final field inspection shall include the alterations necessary to respond to comments from the Bridge Division review.

3. Provide quantities: Bridge quantities will be calculated and grouped by bridge component, and item number. The quantities will be calculated in accordance with the 2014 Edition of the ARDOT *Standard Specifications for Highway Construction* and reported to the accuracy indicated on the January 19, 1997 memorandum entitled "Limits to Show on Bridge Quantity Sheets"

4. Provide special provisions

5. Submit two (2) half-size copies of detail drawings for Bridge Division review prior to the final field inspection.

6. Revise and resubmit detail drawings as required to address comments from all reviews and field inspections.

7. Provide construction cost estimate

8. Provide hydraulic certification as required.

9. Provide half size signed and sealed plans along with electronic files.

TRAFFIC SIGNAL DESIGN AND PLANS

A. TRAFFIC EVALUATION

1. Perform traffic counts along the corridor and at the major intersections including peak hour turning movement counts to determine the current transportation demands within the study area.

2. The consultant will project the current traffic volumes to a 20-year horizon to determine the future traffic conditions.

3. Perform a signal warrant analysis.

4. Evaluate the proposed improvements to ensure that the number of lanes provided and length of turn bays is adequate for the future traffic needs. Utilize *Synchro and HCS* software to evaluate delays and levels of service for the proposed improvement as well as the no-build conditions.

5. Prepare a final traffic report containing the results and conclusions of the traffic study and all necessary support documentation.

B. PRELIMINARY SIGNAL DESIGN AND DELIVERABLES

1. Title Sheet
2. Signalization plans
3. Special details as needed
4. Plan sheets showing:
   a) Alignment
   b) Construction limits
   c) Right of way, permanent and temporary construction easements (existing and proposed).
   d) All roadside features within right of way
5. Signalization layout and details
6. Permanent pavement marking details
7. Provide PDF copy of plans for 30% review
8. Provide PDF copy of plans for preliminary field inspection, right of way review, and 60% plan review

C. FINAL SIGNAL DESIGN AND DELIVERABLES

1. Provide final signal plans

2. Provide quantities
3. Provide special provisions
4. Provide construction cost estimate
5. Provide control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Surveys Division of the Department
6. Provide PDF copy of plans for final field inspection and 90% review
7. Attend final field inspections
8. Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection
9. Perform all other work required to advertise and receive bids
10. Final plans submittal shall be a digitally signed and sealed PDF copy of plans per Arkansas PELS rules.

SWPPP SUBMITTAL

A. Prepare a SWPPP containing all the necessary data needed to obtain a SWPPP permit for the project, including the ARDOT, ADEQ and City data and details. A Short Term Activity Authorization (STAA) will also be required for work within the creek crossings.

RIGHT-OF-WAY PLANS

A. PRELIMINARY AND FINAL DESIGN

1. Provide Right-of-Way Plans per *Attachment B Stage Submittal of Right of Way Plans.*

BIDDING PHASE SERVICES

During the bidding phase of the project, the Consultant will:

- Prepare Advertisement for Bids and submit to the City for issuance to newspaper(s). City to pay advertising costs outside of this agreement.
- Dispense construction contract documents to prospective bidders at the approximate cost of reproduction and handling. City to receive bids.
- Answer questions from contractors during bid phase
- Issue addenda
- Attend pre-bid meeting, if necessary
- Attend Bid Opening
- Review and certify bids for construction
- Prepare Bid Tabulations
- Prepare Construction Contract
- Issue letter of recommendation to City for acceptance of bid

PROJECT MANAGEMENT

1. The Consultant shall:
   a. Notify the City and ARDOT of its schedule, in advance, for all activities.
   b. When specified, seek Right of Entry (ROE) from public or private landowners to perform Consultant's services. ARDOT will seek ROE to perform it's environmental services. ROE permission shall be written and signed by the landowner. Develop letters or other materials for seeking right of entry. Letters or other materials seeking

right of entry shall not be distributed without prior approval of the City and ARDOT. Letters or other materials seeking right of entry shall contain explicit reference to the kinds of activities for which right of entry is requested and an indication of the impacts that shall result from performance of surveying or environmental services.

2. Provide monthly updates to the detailed project schedule.

3. Project Controls: prepare for and coordinate invoices and billing with the City and ARDOT.

4. Conduct an initial review and update of the preliminary project scope, detailed project schedule, and preliminary estimate using forms provided by the City and ARDOT and submit at major project milestones.

5. Recommend scope, schedule, and budget changes and submit supporting documentation including efforts to minimize or mitigate the changes in accordance with procedures outlined by the City and ARDOT.

6. Client Coordination and Subconsultant Coordination

   The Consultant shall maintain ongoing communication with the City and ARDOT and Subconsultants for items such as work activities, billing, and miscellaneous coordination.

V. TITLE II SERVICES TO BE PROVIDED BY CONSULTANT

CONSTRUCTION ADMINISTRATION & OBSERVATION

A. GENERAL

This work consists of providing construction administration and observation services to assist the City during construction.

The Consultant will serve as an extension of the City to administer the project in accordance with project requirements. The Consultant shall be the only authorized Project site contact with the City's Representatives; all information, requests for information and correspondence from the Contractor and all other parties at the Project site will be transmitted through the Consultant to the City.

The Consultant will provide construction administration and observation to include, but not limited to, inspectors, materials testing laboratory equipment and staff, Resident Engineer, office clerical staff, vehicles, equipment, and supplies as required to provide the Service.

The Consultant will perform all construction administration and observation to include, but not limited to, identification and recommendation of corrections for omissions, substitutions, defects and deficiencies in the construction plans, the work of the Contractor, its subcontractors, its vendors and its consultants; and coordination of the efforts of the Contractor and the City's Representative in an effort to meet the Project schedule and budget. Consultant is in no way responsible for construction means, methods, techniques, sequences, or procedures, or for safety

precautions or programs, or for Contractor(s') failure to perform the construction work in accordance with the Contract Documents.

The Consultant shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment or personnel other than employees of Consultant. Consultant's performance of the scope of work contained herein shall in no way relieve the Contractor of complete supervision of the work or the Contractor's obligation to for complete compliance with the Project requirements. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices and conditions.

B. PROJECT STAFFING

The Consultant shall provide sufficient trained personnel to adequately and competently provide the Services and satisfy the requirements of this Agreement. The Consultant shall have the necessary qualified personnel available to provide Services for the project. The Consultant's personnel assigned to perform the Services must have prior construction experience in the areas of Services that they are to perform.

The Consultant shall maintain a good working relationship with the City. Any person employed by the Consultant or by any Subconsultant who, in the opinion of the City, does not perform his/her Services in a reasonably proper and skillful manner, or is intemperate or disorderly, shall at the written request of the City, be removed immediately by the Consultant or Subconsultant employing such person and shall not be employed again in any portion of the Services without the approval of the City.

C. SURVEY CONTROL

The Contractor shall be responsible for verifying the existence and accuracy of location for the reference points and baseline control points indicated on the plans. The Contractor shall re-establish any missing or disturbed control points as may be required prior to the start of construction.

The Contractor shall establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project for use by the Contractor and the Consultant in performing verification surveys of construction layout. Control and any additional design surveys shall be supervised and certified (stamped) by a Professional Land Surveyor registered in Arkansas.

The Consultant shall utilize software and procedures for quality control and quantity computations as required by the City. The Consultant shall make and record such measurements as are necessary to calculate and document quantities for pay items. All survey work shall be performed under the supervision of a Professional Surveyor registered in the State of Arkansas.

D. CONSTRUCTION OBSERVATION

The Consultant shall be responsible for monitoring the Contractor's on-site construction operations and inspecting materials entering into the work as required. The Consultant shall keep detailed, accurate records of the Contractor's daily operations in accordance with City's and ARDOT's procedures, rules, standards and policies. The frequency and scope of inspections will vary with the work activity being performed; however, the Consultant shall perform observation services in accordance with procedures, policies, directives and industry accepted standards.

The inspector's site attendance shall be dictated by the nature and needs of the construction work being executed on a day-to-day basis, as such the inspector's work hours shall not reflect the Contractor's work hours. Construction observation will not be "full-time", and Contractor is solely liable for constructing the Project in full compliance with the Project requirements.

E. TESTING

The Consultant shall perform Project-site sampling and testing of component materials and completed work items to ensure the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract provisions. The Consultant shall meet the minimum sampling frequencies and other provisions as contained in the City's Standard Specifications. In the absence of City standards, ARDOT's "Manual of Field Sampling and Testing Procedures" will be utilized. The Consultant shall perform all on-site sampling of materials and such testing of materials and completed work items that are normally required to verify conformance with the contract documents.

The Consultant shall provide the services of a Testing Laboratory to perform materials testing of the construction materials incorporated in the work. The Testing Laboratory shall perform material tests in accordance with the ARDOT's "Manual of Field Sampling and Testing Procedures." The Testing Laboratory shall be certified by the Center for Training of Transportation Professionals (CTTP).

The Testing Laboratory shall furnish a Laboratory Supervisor who shall be responsible for all Project-site materials testing, documentation, and reporting of test results. The Testing Laboratory shall report test results by phone or email on critical construction items within four hours after the test results have been obtained. A written report shall be prepared and sent to the Consultant within 48 hours after test results are known on any test performed by the Testing Laboratory. All technicians performing materials testing shall be certified by the Center for Training of Transportation Professionals (CTTP) in every area in which materials testing is to be performed.

The Consultant shall be responsible for on-site job control samples to determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, City's label, City's stamp, etc.

The Consultant shall maintain a log of each individual test record in accordance with the ARDOT's materials testing manual.

F. ENGINEERING SERVICES DURING CONSTRUCTION

The Consultant shall be responsible for engineering services during construction until the Project is completed and ready for acceptance by the City. This will require interpretation of the plans and contract documents, coordination of changes to the project, assistance in processing of change and contract documents, coordination of changes to the project, assistance in processing of Change Orders and supplemental agreements, resolving disputes, claims analysis, and all other engineering management tasks normally handled by a Resident Engineer. These tasks include, but are not limited to the following:

1. Schedule and conduct a pre-construction conference for the Project. Document the conference in accordance with the City's & ARDOT's procedures.

2. Document any Project delay or potential delay caused by conflicts with utilities.

3. Review and monitor the Contractor's work schedule and make recommendations to the City regarding any changes, or needed changes, to the schedule. Perform CPM schedule reviews, updates, and analysis of CPM impacts. Review credentials and qualifications of the Contractor's personnel to ascertain compliance with construction contract requirements regarding said personnel.

4. Maintain a complete set of project records on each Project to include daily diaries, quantities for pay items, progress estimates, material deliveries, materials, testing, submittals, as-builts, and correspondence.

5. Maintain a record of each pay item and every month prepare a comprehensive progress estimate. Quantities will be based on daily records and calculations.

6. The Consultant shall conduct periodic construction meetings on the Project with the Contractor and their subcontractors, the City's Project Representative and other interested parties to review the work schedule, plan changes, construction problems or other matters. The results of these meetings will be documented on the Engineer's monthly summary.

7. Track and maintain a log on all Contractor submittals including requests for information, shop drawings, catalog cuts, and/or samples. An up-to-date status of each submittal must be maintained at all times through the approval stage. Transmit submittals, in accordance with the City's guidelines, to the City and Engineer of Record for review and approval. Reviewed submittals are to be returned to the Contractor for follow-up action. The Consultant shall encourage all reviewers to complete their review in a timely manner. Deficiencies will be immediately reported to the City's Project Representative.

8. Identify and monitor Project permit requirements and notify the Contractor and the City immediately when violations or potential violations occur.

9. Upon notice by the Contractor of pending claims for extra work or work beyond the original scope, maintain records indicating the approximate cost of such work performed by the Contractor.

10. Analyze and make recommendations to the City's Representative on all requests received from the Contractor for time extensions, contract changes, requests for information, extra work, and proposals.

11. Coordinate all contract changes with the Contractor, the Engineer of Record, the City and others as required.

12. Process Supplemental Agreements pursuant to the construction contracts for necessary changes and recommend solutions to the City.

13. Document traffic control devices, lane closures, traffic queue lengths, travel time through project and other impacts on traffic in accordance with the Traffic Management Plan.

14. Monitor the Contractor's compliance with construction contract provisions in regard to payment of predetermined wage rates in accordance with the City's procedures. This will include subcontractor compliance.

15. Monitor each Contractor's compliance with contract provisions in regard to Equal Employment Opportunity and Affirmative Action. Coordinate corrective actions with the City's Project Representative.

16. The Contractor is fully responsible for the means and methods of jobsite safety for construction personnel. It is the Construction Contractor's obligation to enforce adherence to the Federal, State and local laws, rules and regulations concerning construction and jobsite safety.

17. Assist the City in preparing for any litigation or other action that may arise as a result of the Project. These services are not included in the Title II fee and will be additional costs.

18. Prepare the necessary Project close-out documents to include the final estimate and all supporting records, plus one set of red lined, as-built contract documents.

19. Assist with inspections and reporting required for U.S. Army Corps of Engineers Section 404 Permits and National Pollutant Discharge Elimination System (NPDES) permits issued by the Arkansas Department of Environmental Quality.

VI. PROJECT CONDITIONS OF THE WORK

The facility shall be designed in accordance with the City of Bentonville Master Street Plan, latest edition of AASHTO, "A Policy on Geometric Design of Highways and Streets"; the latest edition of "AASHTO LRFD Bridge Design Specifications" with current interims, the ARDOT Bridge Division memorandums, the latest edition of NACTO, "Urban Bikeway Design Guide"; and ARDOT policies, current AREMA publications as appropriate and policies. Other appropriate AASHTO publications and guide specifications shall also be utilized. Upon completion of the contract, the Consultant shall furnish to the City all electronic files of the project design and plans, Adobe Acrobat PDF file format & AutoCad/Civil 3D file format..

All plans and surveys shall be in U.S. Foot Units and based on Arkansas State Plane Grid, localized in the existing City of Bentonville Control Network, with ties to ARDOT control points.

In addition, all design surveys and/or land surveys required and agreed upon by the ARDOT, shall be performed to Arkansas minimum standards. All survey work shall be supervised and certified (stamped) by a Professional Land Surveyor registered in Arkansas.

Construction specifications shall be the current edition of the City of Bentonville Standard Specifications.

All work performed by the Consultant shall be in compliance with all applicable Federal, State, and local laws, regulations, and ordinances.

Coordinate design and construction with franchise utility companies' relocations and/or new locations to assure adequate space for all facilities and timely relocations.

Provide right of way acquisition documents and engineering services required for acquisition of rights of way and easements, as needed.

VII. COORDINATION WITH THE CITY

Coordination meetings will be conducted on an as needed basis. These meetings shall include the Consultant, the City, ARDOT and others, as appropriate. The Consultant shall schedule these meetings with the City and ARDOT concurrence, and compile and distribute meeting minutes, as required.

VIII. TITLE I DELIVERABLES

A. Location/Design Alternatives (10%)
   1. Strip Map(s) for Design Alternatives
   2. Public Meeting Exhibits
   3. Cost Estimates
B. Conceptual Design Phase (30%)
   1. Roadway and Culvert Design Criteria
   2. Traffic Study Report
   3. Geotechnical Report for Bridges (Preliminary Version)
   4. Hydraulic Analysis Report
   5. 30% Complete Roadway Plans
C. Preliminary Design Phase (50%)
   1. Geotechnical Report (Final Version)
   2. Hydraulic and Scour Analysis Report
   3. 50% Complete Roadway Plans
   4. 50% Drainage Report
   5. 60% Right of Way Strip Map
   6. 90% Right of Way Plans
   7. Warranty deed descriptions
   8. Final Right of Way Plans
   9. Meeting Minutes from Coordination Meetings
D. Final Design Phase (90/100%)
   1. 90% Complete Roadway Design Plans
   2. 100% Drainage Report
   3. Final half-size Roadway Design Plans signed and sealed by an Arkansas Registered Professional Engineer.
   4. Provide Special Provisions and complete Project Manual for bidding.
   5. Provide transportation management plan, if required.
   6. Provide construction cost estimate
   7. Meeting Minutes from Coordination Meetings
   8. Electronic files of the project design and plans in AutoCad/Civil 3D format that is fully indexed (all reference files attached and set to load automatically.) This includes the electronic copies of Roadway and Bridge submittals. Electronic files of the Project Manual, Special Provisions, design calculations, drainage report, geotechnical report, cost estimates, etc. in Adobe Acrobat PDF format and in Word and Excel format, as applicable.

ATTACHMENT B

STAGE SUBMITTAL OF RIGHT OF WAY PLANS

Right of Way Plans shall be prepared and submitted to the City and ARDOT according to the following:

Stage 1: Submit 60% strip map with construction centerline, limits of construction, existing topography and proposed right of way plotted on complete parcel surveys with property lines identified.

Stage 2: Prepare right of way plans to City specifications including a metes and bounds legal description of each parcel. Plan scale shall be adequate to clearly show all details, dimensions, bearings, distances and notes at 11"x17" sheet size (not smaller than 1"=100' unless approved in advance by City).

Stage 3: Perform a thorough "in-house" review of the right of way plans.

Stage 4: Submit 90% level right of way plans for review (11'x17"), legal descriptions, and "current owner" certificates of title with deeds attached, including an electronic file of the following:

- Right of way plans (All design and plans shall be compiled with AutoCad/Civil 3D).
- Right of Way and Easement aquisition documents (MSWORD format).
- Point numbers of all points with the coordinates, feature code and point descriptions. The format is: Point Number, Easting Coordinate (X), Northing Coordinate (Y), Elevation, Feature Code (Two-letter designation), Point Description.
- Alignment report with point numbers used for the baseline, design alignment, and existing right of way alignment control.

Stage 5: Submit final right of way plans and electronic files with corrections requested by the City.

Attachment A-2 - Justification of Costs and Fees
January 14, 2022
ARDOT JOB NO. 090628: Greenhouse Rd. Safety Improvements (Bentonville) (S)
Benton County
TOTAL PROJECT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	288	$43,887	$5,266	$1,535	$50,688
ENVIRONMENTAL CLEARANCE DOCUMENTATION	324	$49,356	$5,923	$3,715	$58,994
TRAFFIC DESIGN & PLANS	574	$78,185	$9,382	$8,370	$95,937
ROADWAY DESIGN & PLANS	3106	$396,557	$47,587	$2,200	$446,344
UTILITY COORDINATION & RELOCATION DESIGN	940	$123,874	$14,865	$0	$138,739
BRIDGE DESIGN & PLANS	2040	$272,072	$32,649	$0	$304,721
FLOODPLAIN MODELING	280	$42,600	$5,112	$540	$48,252
ROW DESIGN & PLANS	624	$70,399	$8,448	$6,380	$85,227
FIELD SURVEYS AND MAPPING	224	$28,378	$3,405	$17,257	$49,040
GEOTECHNICAL	Subconsultant performed services				
SUBTOTAL TITLE I	**8400**	**$1,105,308**	**$132,637**	**$39,997**	**$1,277,942**
SUBCONSULTANTS TITLE I					
Terracon	128	$15,213	$1,819	$40,165	$57,197
SUBTOTAL SUBCONSULTANTS TITLE I	**128**	**$15,213**	**$1,819**	**$40,165**	**$57,197**
TOTAL TITLE I	**8528**	**$1,120,521**	**$134,456**	**$80,162**	**$1,335,139**
TITLE II SERVICES	**3700**	**$558,188**		**$8,763**	**$566,951**
SUBCONSULTANTS TITLE II					
Terracon	1,002	$74,940		$20,628	$95,568
TOTAL TITLE II	**4,702**	**$633,128**		**$29,391**	**$662,519**
TOTAL PROJECT	**$13,230**	**$1,120,521**	**$134,456**	**$109,552**	**$1,997,658**

Attachment A-2 - Justification of Costs and Fees
January 14, 2022
ARDOT JOB NO. 090628: Greenhouse Rd. Safety Improvements (Bentonville) (S)
Benton County

PROJECT MANAGEMENT

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	CAD/DES	ASST	TOTAL
General								
Project Kick-off Meeting		4			4			8
Progress Reports and Invoicing		30			40		60	130
Project Meetings & Client Coordination		60			90			150
TOTAL MH - PROJECT MANAGEMENT	0	94	0	0	134	0	60	288

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	94	$6,110
SE - Senior Engineer	$55.00	0	$0
STRE - Structural Engineer	$50.00	0	$0
STFE - Staff Engineer	$45.00	134	$6,030
CAD/DES - CAD/Designer	$30.00	0	$0
ASST - Project Assistant	$25.00	60	$1,500
		Subtotal	$13,640
	Overhead	221.75%	$30,247
		Subtotal	$43,887
		Fee	$5,266
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$49,153**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)	500	each	$0.08	$40
Printing (11 x 17)	1,200	each	$0.35	$420
Plotting (22 x 34)	796	each	$1.35	$1,075
			Subtotal Expenses	$1,535
			TOTAL COSTS - PROJECT MANAGEMENT	**$50,688**

BASIS OF ESTIMATE		
Description	Number	Months
Design Duration		30
Coordination Meetings	Monthly	
Field Inspections	4	
Description		
Monthly progress meetings anticipated during the design phase of the project.		

Attachment A-2 - Justification of Costs and Fees
January 14, 2022
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Benton County

ENVIRONMENTAL CLEARANCE DOCUMENTATION

MANHOURS

TASK	PD	PM	SE	AES	STFE	STES	CAD/DES	ASST	TOTAL
Data Collection (Support)					20		20		40
Constraints Map (Support)					20		20		40
Public Involvement Meeting (2 assumed)									
Prepare meeting materials		20			40				60
Meetings attendance and debriefings		8			24				32
Public comment review and summary		8			24				32
Categorical Exclusion Document									
Prepare CE Document (Support)		8			40				48
Environmental Permitting									
SWPPP		8			16				24
STAA		8			8				16
Nationwide 404 Permit		8			24				32
TOTAL MH - ENV. CLEAR. DOC.	0	68	0	0	216	0	40	0	324

LABOR COSTS

Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	68	$4,420
AES - Assoc. Environmental Scientist	$60.00	0	$0
SE - Senior Engineer	$55.00	0	$0
STFE - Staff Engineer	$45.00	216	$9,720
STES - Staff Environmental Scientist	$38.00	0	$0
CAD/DES - CAD/Designer	$30.00	40	$1,200
ASST - Project Assistant	$25.00	0	$0
		Subtotal	$15,340
	Overhead	221.75%	$34,016
		Subtotal	$49,356
		Fee	$5,923
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$55,279**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	500	each	$0.08	$40
Printing (11 x 17 color)	500	each	$1.35	$675
Public Meeting Exhbits (Large Format)	2	Allowance	$1,500.00	$3,000
			Subtotal Expenses	$3,715
		TOTAL COSTS - ENVIRONMENTAL CLEARANCE DOCUMENTATION		**$58,994**

BASIS OF ESTIMATE

Description	Number
Public Meetings	2
Alternatives Evaluations	3

Description
1. ARDOT will perform studies and analysis in support of and to prepare Environmental Clearance Documention.
2. ENGINEER will provide information about the project design to ARDOT as requested to support ARDOT's studies and analysis.
3. ENGINEER will perform the scope of work identified under the headings of LOCATION AND/OR DESIGN ALTERNATIVES, PUBLIC INVOLVEMENT MEETING, LOCATION AND DESIGN PUBLIC HEARING(S), and CONSTRUCTION PLAN AND SPECIFICATION DEVELOPMENT in support of the Enviornmental Clearance and Documentation phase of the project and prepare permits for construction identified above.

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TRAFFIC DESIGN & PLANS

MANHOURS

TASK	PD	PM	SE	STRE	STFE	CAD/DES	ASST	TOTAL
Traffic Evaluation								
Coordination for and Review of Traffic Counts					8			8
Development of Traffic Projections		2	4		28			34
Operational Analysis (of up to three alternatives)			4		42			46
Report & Recommendations		8			32	12		52
Warrants Analyses (Glen Rd, 28th Street)					16			16
Signal Design & Plans (Hwy. 102, 4 stages)		12	32		220	146		410
Meetings & Coordination					8			8
TOTAL MH - TRAFFIC DESIGN & PLANS	0	22	40	0	354	158	0	574

LABOR COSTS

Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	22	$1,430
SE - Senior Engineer	$55.00	40	$2,200
STRE - Structural Engineer	$50.00	0	$0
STFE - Staff Engineer	$45.00	354	$15,930
CAD/DES - CAD/Designer	$30.00	158	$4,740
ASST - Project Assistant	$25.00	0	$0
		Subtotal	$24,300
	Overhead	221.75%	$53,885
		Subtotal	$78,185
		Fee	$9,382
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$87,567**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Signalized Intersection Turning Movement Counts	28	hour	$90.00	$2,520
Unsignalized Intersection Turning Movement Counts	78	hour	$75.00	$5,850
			Subtotal Expenses	$8,370
			TOTAL COSTS - TRAFFIC DESIGN & PLANS	**$95,937**

BASIS OF ESTIMATE

Description	Number
Intersection Analyses (4 Locations: Greenhouse & 102; Greenhouse & Glenn (3 alternatives); Greenhouse & 28th; Greenhouse & 12)	6
Signal Designs (Assumes Signal Modifications at Hwy. 102 with 3 construction stages in addition to permanent; assumes no other locations	1
Turning Movement Counts	
Hwy 102 Peak Hours (6-9AM, 3-7PM) 2 days	1
Hwy 12 Peak Hours (6-9AM, 3-7PM) 2 days	1
Glen 15 Hour count 6AM-9PM 2 days (for warrant analysis)	1
28th St 24 Hour 2 days (corridor demand and warrant analysis)	1

Description
Analysis will be completed using Synchro v11 and HCS2010.
A saturation flow rate of 1,750 vehicles per hour per lane will be utilized.
Forecasted traffic volumes will be updating using traffic count volumes and growth rates, and adjustments to accommodate for work from home traffic reducti
Analysis will include existing year (2021) analysis, opening year (2025) analysis, and design year (2045) analysis.
Analysis includes sensitivity analysis due to uncertainty in traffic behavior

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ROADWAY DESIGN & PLANS

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	CAD/DES	ASST	TOTAL
Design Criteria		2			6			8
Location and/or Design Alternatives (10%)								
Design & Exhibits		40			120	200		360
Prepare Opinion of Probable Cost (OPC)		4			60			64
Quality Reviews		4	20					24
Public Meeting Support		20			80		20	120
Conceptual Design (30%)								
Cover Sheet					2	8		10
Typical Sections					12	16		28
Roadway Plan & Profile Sheets					120	80		200
Prepare OPC		4			16			20
Quality Reviews		40			40		10	90
Preliminary Design (50%)								
Cover Sheet, Index, & General Notes					8	16		24
Update Typical Sections					4	16		20
Project Layout/Survey Control Sheet					4	16		20
Demolition Plans					40	40		80
Roadway Plan & Profile Sheets					80	160		240
Drainage Design & Profiling					160	40		200
Intersection Details					80	80		160
Maintenance of Traffic Plans			40			120		160
Erosion Control Plans					40	120		160
Signage & Striping Plans			40			80		120
Details					20	40		60
Cross-sections					40	80		120
Pavement Design		12						12
Drainage Report					24			24
Prepare Special Provisions			20		40			60
Prepare OPC		4			16			20
Quality Reviews		4	40		80			124
Field Inspection/ Plan Review Meeting		4			8		10	22
Final Design (90%/100%)								
Update Plans & Designs per Comments					120	200		320
Prepare Project Manual					20		40	60
Prepare OPC		4	16		40			60
Quality Reviews		4	40		40			84
Field Inspection/ Plan Review Meeting		4			8		20	32
TOTAL MH - ROADWAY DESIGN & PLANS	0	150	216	0	1,328	1,312	100	3,106

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LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	150	$9,750
SE - Senior Engineer	$55.00	216	$11,880
STRE - Structural Engineer	$50.00	0	$0
STFE - Staff Engineer	$45.00	1,328	$59,760
CAD/DES - CAD/Designer	$30.00	1,312	$39,360
ASST - Project Assistant	$25.00	100	$2,500
		Subtotal	$123,250
	Overhead	221.75%	$273,307
		Subtotal	$396,557
		Fee	$47,587
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$444,144**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11 x 17)	3,200	each	$0.35	$1,120
Plotting (22 x 34)	800	each	$1.35	$1,080
			Subtotal Expenses	$2,200
			TOTAL COSTS - ROADWAY DESIGN & PLANS	**$446,344**

BASIS OF ESTIMATE
Description
1.50 Miles of widening on existing Greenhouse alignment between Highway 12 and Highway 102
Assumption is that Bentonville Transmission Line will not be relocated.
No improvements to the Highway 12 intersection are included. The width of Greenhouse is assumed to be adequate at the intersection.
Improvements to the Highway 102 intersection are assumed to be required including widening & signal modifications on Greenhouse Road.
No widening improvements along Highway 102 are included in the scope of work.

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UTILITY COORDINATION & RELOCATION DESIGN

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	CAD/DES	ASST	TOTAL
Design Criteria/ Specification Research					16			16
Concept Development (30%)								
General Utility Coordination		8			40			48
Water Line Plan & Profiles					20	40		60
Cost Estimate		2			8			10
Quality Reviews		8						8
Preliminary Design (50%)								
General Utility Coordination		8			40			48
Water Line Plan & Profiles					120	160		280
Details		4			4	20		28
Cost Estimate		2			8			10
Quality Reviews		4	20					24
Final Design (90%/100%)								
General Utility Coordination		8			40			48
Water Line Plan & Profiles					60	100		160
Details						16		16
Cost Estimate		2			8			10
Specifications		2			8			10
Quality Reviews		4	20					24
Bid Preparation & Bidding Phase Services					40	40		80
Assist w/ Utility Reimbursement Agreements		20			40			60
COORDINATION & RELOCATION DESIGN	0	72	40	0	452	376	0	940

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	72	$4,680
SE - Senior Engineer	$55.00	40	$2,200
STRE - Structural Engineer	$50.00	0	$0
STFE - Staff Engineer	$45.00	452	$20,340
CAD/DES - CAD/Designer	$30.00	376	$11,280
ASST - Project Assistant	$25.00	0	$0
		Subtotal	$38,500
	Overhead	221.75%	$85,374
		Subtotal	$123,874
		Fee	$14,865
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$138,739**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (11 x 17)		each	$0.35	$0
Plotting (22 x 34)		each	$1.35	$0
			Subtotal Expenses	$0
TOTAL COSTS - UTILITY COORDINATION & RELOCATION DESIGN				**$138,739**

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BASIS OF ESTIMATE
Description
2800 LF of relocation of City of Bentonville 12" waterline from Glen Road to Highway 102.
6370 LF of relocation of City of Centerton 8" waterline from Partridge to Highway 102.
200 LF of relocation of City of Bentonville 12" waterline where it crossing Greenhouse Road north of Highway 12.
No santiary sewer relocations have been included based on review of available GIS information.

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BRIDGE DESIGN & PLANS

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	CAD/DES	ASST	TOTAL
Design Criteria		4		8				12
Conceptual Design (30%) (x2)								
Hydraulic Coordination					80			80
Design & Plan Production				40	120	40		200
Preliminary Design (50%) (x2)								
Geotechnical Coordination				40				40
Design & Plan Production for Layout Approval				20	60	60		140
Conceptual Work Road Design & Drawings					80	160		240
Final Design (90%) (x2)								
90% Bridge Plans including QA/QC				240	320	320		880
Develop Project Specifications				80	40			120
Develop Final Quantities and Estimate				40	80			120
Final Design (100%) (x2)								
Address 90% Review Comments				40	80	80		200
Provide Signed & Sealed Bid Documents				8				8
								0
TOTAL MH - BRIDGE DESIGN & PLANS	0	4	0	516	860	660	0	2,040

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	4	$260
SE - Senior Engineer	$55.00	0	$0
STRE - Structural Engineer	$50.00	516	$25,800
STFE - Staff Engineer	$45.00	860	$38,700
CAD/DES - CAD/Designer	$30.00	660	$19,800
ASST - Project Assistant	$25.00	0	$0
		Subtotal	$84,560
	Overhead	221.75%	$187,512
		Subtotal	$272,072
		Fee	$32,649
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$304,721**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)		each	$0.08	$0
Printing (11 x 17)		each	$0.35	$0
Plotting (22 x 34)		each	$1.35	$0
			Subtotal Expenses	$0
			TOTAL COSTS - BRIDGE DESIGN & PLANS	**$304,721**

BASIS OF ESTIMATE
Description
Costs based on a single-span bridge at the existing structure along Greenhouse over Little Osage Tributary 2
Costs based on a single-span bridge of same length as Trib. 2 at the existing structure along Greenhouse over Little Osage Tributary 2.1
Costs are based on both bridges being constructed under a full-closure and in one stage.

FLOODPLAIN MODELING

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	CAD/DES	ASST	TOTAL
H&H Study								
Modeling & Design		8	32		160	16		216
Report preparation		8	24		32			64
TOTAL MH - FLOODPLAIN MODELING	0	16	56	0	192	16	0	280

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	16	$1,040
SE - Senior Engineer	$55.00	56	$3,080
STRE - Structural Engineer	$50.00	0	$0
STFE - Staff Engineer	$45.00	192	$8,640
CAD/DES - CAD/Designer	$30.00	16	$480
ASST - Project Assistant	$25.00	0	$0
		Subtotal	$13,240
	Overhead	221.75%	$29,360
		Subtotal	$42,600
		Fee	$5,112
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$47,712**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)	500	each	$0.08	$40
Flood Insurance Study (FIS) Data Request	1	each	$500.00	$500
			Subtotal Expenses	$540
			TOTAL COSTS - FLOODPLAIN MODELING	**$48,252**

BASIS OF ESTIMATE		
Description	Each	Miles

Description
Assumes That the City accepts design that achieves a No-Rise per Scope of Work.
CLOMR/LOMR is not included in this Scope of Work.
Assumes that FEMA has an Effective Model in HEC-RAS format of the two stream crossings.
Assumes that the City accepts the hydrology values from effective model, and no new hydrology is analyzed.

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ROW DESIGN & PLANS

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	CAD/DES	ASST	TOTAL
Staged Submittal of Right of Way Plans								
Strip Map					24	60		84
Right of Way Plans					80	160		240
Preparing Acquisition Exhibits						140		140
Document Management & Gen. Assistance		40			40		80	160
TOTAL MH - ROW DESIGN & PLANS	0	40	0	0	144	360	80	624

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	40	$2,600
SE - Senior Engineer	$55.00	0	$0
STRE - Structural Engineer	$50.00	0	$0
STFE - Staff Engineer	$45.00	144	$6,480
CAD/DES - CAD/Designer	$30.00	360	$10,800
ASST - Project Assistant	$25.00	80	$2,000
		Subtotal	$21,880
	Overhead	221.75%	$48,519
		Subtotal	$70,399
		Fee	$8,448
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$78,847**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)		each		$0
Printing (11 x 17)		each		$0
Plotting (22 x 34)		each		$0
Roll Plot		lf		$0
ROW/Easement Legals & Forms	1	LS	$2,180.00	$2,180
ROW Staking (for appraisal)	1	LS	$4,200.00	$4,200
			Subtotal Expenses	$6,380
			TOTAL COSTS - ROW DESIGN & PLANS	**$85,227**

BASIS OF ESTIMATE		
Description	# Parcels	# Miles
Main Lanes	70	1.50
Side Roads		
Total	70	1.50

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FIELD SURVEYS & MAPPING

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	CAD/DES	ASST	TOTAL
Survey Coordination		12			20			32
Control Survey (CSUR)								
Review & Develop Survey Control Details					12	20		32
Design Survey (DSUR)								
Field Recon					20			20
DSUR Review and Design file creation					40	40		80
Parcel Survey (PSUR)								
Easement & Boundary Review					20			20
PSUR design file creation						40		40
TOTAL MH - FIELD SURVEYS & MAPPING	0	12	0	0	112	100	0	224

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	12	$780
SE - Senior Engineer	$55.00	0	$0
STRE - Structural Engineer	$50.00	0	$0
STFE - Staff Engineer	$45.00	112	$5,040
CAD/DES - CAD/Designer	$30.00	100	$3,000
ASST - Project Assistant	$25.00	0	$0
		Subtotal	$8,820
	Overhead	221.75%	$19,558
		Subtotal	$28,378
		Fee	$3,405
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$31,783**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Survey research, field work, & mapping	1	LS	$17,145.00	$17,145
Printing (11 x 17)		each		$0
Plotting (22 x 34)		each		$0
Mileage	200	mile	$0.560	$112
Lodging		each		$0
Meals (per day)		each		
			Subtotal Expenses	$17,257
			TOTAL COSTS - FIELD SURVEYS & MAPPING	**$49,040**

BASIS OF ESTIMATE
Description

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Title II

MANHOURS								
TASK	PD	PM	SE	STRE	RE	CAD/DES	ASST	TOTAL
Project Management								
Project Reports & Invoicing		48			200		48	296
Pre-Construction Conference		4		4	4			12
Shop Drawing Review								
Retaining Wall				13				13
Expansion Joints				9				9
Structural Steel								0
Beams				25				25
Diaphragms				11				11
Connection Plates				7				7
Bearings				9				9
Type H Metal Bridge Rail				11				11
Textured Coating Color Review				5				5
Concrete Mix Design				7				7
Stay-In-Place Metal Forms				7				7
Drilled Shaft Work Plan				7				7
Drilled Shaft CSL Testing Review				13				13
Material Testing Review				26				26
Pile Driving Analysis				26				26
Shop Drawing Re-Submittal Review				26				26
Construction Observation								
Daily Observation (avg. 24 hrs/wk x 100 wks)					2,400			2,400
Pre-Final Inspection			8	8				16
Final Inspection				4				4
Construction Phase Modifications								
Design RFIs & Modifications		40	160		130	160		490
As-Built Plans		40	80	80		80		280
TOTAL MH - Title II	0	132	248	298	2,734	240	48	3,700

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	132	$8,580
SE - Senior Engineer	$55.00	248	$13,640
STRE - Structural Engineer	$50.00	298	$14,900
RE - Resident Engineer	$40.00	2,734	$109,360
CAD/DES - CAD/Designer	$30.00	240	$7,200
ASST - Project Assistant	$25.00	48	$1,200
		Subtotal	$154,880
	Title II Multiplier	3.604	$558,188
		Subtotal Labor Costs	**$558,188**

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Title II

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)		each	$0.08	$0
Printing (11 x 17)	801	each	$0.35	$280
Plotting (22 x 34)	801	each	$1.35	$1,081
Mileage (524 trips @ 25 miles/trip)	13,100	mile	$0.565	$7,402
			$0.00	$0
			Subtotal Expenses	$8,763
			TOTAL COSTS - Title II	**$566,951**

BASIS OF ESTIMATE
Description
Title II Services are based on a 24 month construction duration.
Construction observation services will not be "full-time". Engineer will perform daily observations at random times and during performance
of critical activities.

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SUBCONSULTANT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
GEOTECHNICAL	128	$15,213	$1,819	$40,165	$57,197
SUBCONSULTANT TOTAL TITLE I	**128**	**$15,213**	**$1,819**	**$40,165**	**$57,197**
SUBCONSULTANT TOTAL TITLE II	**1,002**	**$74,940**		**$20,628**	**$95,568**
SUBCONSULTANT TOTAL PROJECT	**1,130**	**90,153**	**1,819**	**60,792**	**$152,764**

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GEOTECHNICAL ***TERRACON***

MANHOURS

TASK	Sr. Project Manager II	Sr. Project Manager I	Senior Engineer	Field Engineer	Field Supervisor	Eng Assistant	Tech III	Tech I	Driller	Intern	Admin	TOTAL
Drilling Program												
Corridination/Supervision	1	1	2		4							8
Drilling and Sampling				10				20	20			50
Access/Reconnaisance					4							4
Safety and Health Planning	1	1	1	1				1	1			6
Report Preparation												
Engineering Analysis/CAD	1	1	6	24								32
Report Preparation		1	8			4					1	14
Report Draft	1	1	4			1					1	8
Final Report	1	1	2			1					1	6
TOTAL MH - GEOTECHNICAL	5	6	23	35	8	6	0	21	21	0	3	128

LABOR COSTS

Category - Description	Rate	MH	Amount
Sr. Project Manager II	$85.00	5	$425
Sr. Project Manager I	$62.00	6	$372
Project Manager	$43.00	0	$0
Senior Engineer	$68.00	23	$1,564
Project Engineer	$47.00	0	$0
Staff Engineer	$43.00	0	$0
Field Engineer	$36.00	35	$1,260
Field Supervisor	$36.00	8	$288
Engineering Assistant	$32.00	6	$192
Technician III	$26.00	0	$0
Technician I	$20.00	21	$420
Driller	$35.00	21	$735
Intern	$22.00	0	$0
Administrative Assistant	$21.00	3	$63
Senior Administrative Staff	$43.00	0	$0
		Subtotal	$5,319
	Overhead	184.95%	$9,837
		Subtotal	$15,156
		Fee	$1,819
	FCCM	1.07%	$57
		Subtotal Labor Costs	**$17,032**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Field Work				
Track/Rubber -Tire ATV Drill Rig and Crew	120	mile	$4.85	$582
Survey Crew and Equipment	0	hour	$250.00	$0
Mechanized Clearing	0	hour	$250.00	$0
Traffic Control - Non-interstate	4	day	$1,000.00	$4,000
Borings from 0 to 150 feet	400	foot	$40.00	$16,000
Rock Coring	80	foot	$60.00	$4,800
Lodging (3 person crew, 4 days)	10	day	$110.00	$1,100
Meals (3 person crew, 4 days)	10	day	$55.00	$550
Travel	164	mile	$0.565	$93
Pavement Coring 4" Asphalt	16	hole	$100.00	$1,600
Laboratory Testing				
Moisture Content	120	each	$12.00	$1,440
Atterberg Limits	32	each	$125.00	$4,000
Grain Size Analysis	40	each	$90.00	$3,600
Hydrometer	0	each	$100.00	$0
Unconfined Compression (UC)	8	each	$300.00	$2,400
Shipping	0	cost	$500.00	$0
			Subtotal Expenses	$40,165
			TOTAL COSTS - GEOTECHNICAL	**$57,197**

BASIS OF ESTIMATE

Description	Miles	# Borings
Roadway	1.5	16
Bridge		8

Attachment A-2 - Justification of Costs and Fees
January 14, 2022
ARDOT JOB NO. 090628: Greenhouse Rd. Safety Improvements (Bentonville) (S)
Benton County

TITLE II ***TERRACON***

MANHOURS

TASK	Sr. Project Manager I	Project Manager	Senior Engineer	Field Engineer	Field Supervisor	Eng Assistant	Tech III	Tech I	Driller	Intern	Admin	TOTAL
Field Testing												
Soils Testing								500				500
Concrete Testing								240				240
Asphalt Testing								150				150
Report Preparation and Administration												
Report Review		60		20								80
Report Preparation		12									20	32
TOTAL MH - GEOTECHNICAL	0	72	0	20	0	0	0	890	0	0	20	1,002

LABOR COSTS

Category - Description	Rate	MH	Amount
Sr. Project Manager II	$85.00	0	$0
Sr. Project Manager I	$62.00	72	$4,464
Project Manager	$49.00	0	$0
Senior Engineer	$68.00	0	$0
Project Engineer	$47.00	0	$0
Staff Engineer	$43.00	0	$0
Field Engineer	$36.00	20	$720
Field Supervisor	$36.00	0	$0
Engineering Assistant	$32.00	0	$0
Technician III	$26.00	0	$0
Technician I	$20.00	890	$17,800
Driller	$35.00	0	$0
Intern	$22.00	0	$0
Administrative Assistant	$21.00	20	$420
Senior Administrative Staff	$43.00	0	$0
		Subtotal	$23,404
		Title II Multiplier 3.202	$74,940
		Subtotal Labor Costs	**$74,940**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Field Work				
General Mileage	2704	mile	$0.565	$1,528
Nuclear Density Gauge	117	day	$40.00	$4,680
Concrete Cylinders	260	Cylinder	$12.00	$3,120
Proctor, Atterberg, Sieve	5	Set	$340.00	$1,700
Asphalt Lab Testing	30	Set	$320.00	$9,600
		Subtotal Expenses		$20,628
		TOTAL COSTS - GEOTECHNICAL		**$95,568**

BASIS OF ESTIMATE

Description	Miles	# Borings
Roadway	1.5	16
Bridge		8

APPENDIX B-1

SUBCONSULTANT AGREEMENT
FOR
PROFESSIONAL SERVICES

Job No. 090628 Greenhouse Rd. Safety Impvts. (Bentonville) (S)
FAP No. STPU-9036(25)

1. SUBCONSULTANT AGREEMENT

1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between Consultant and the City of Bentonville, Arkansas ("Owner") for Job No. 090628. Burns & McDonnell Engineering Company, Inc. ("Consultant") and Terracon Consultants, Inc. ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.

1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

1.3. "Title I Services" are those services provided by the Subconsultant before the award of the contract for construction of the Projects, consisting primarily of services for the planning or design of the Project.

1.4. "Title I Services Ceiling Price" The Title I Services Ceiling Price for this Subconsultant is **$57,197**. The Title I Services Ceiling Prices is the maximum aggregate amount of all payments that the Consultant may become obligated to make to the Subconsultant.

1.5. "Title II Services" are those services provided by the Subconsultant after the award of the contract for the construction of the Project consisting primarily of engineering services during the construction of the Project.

1.6. "Title II Services Ceiling Price" The Title II Services Ceiling Price for this Agreement is **$95,568**. The Title II Services Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make to the Subconsultant for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Consultant related to Title II Services exceed the Title II Services Ceiling Price. The Subconsultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Consultant, Owner, or their officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

1.7. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II

Multiplier under this Agreement is **3.202** until acceptance of an updated audited indirect cost rate by the Department.

1.8. "Owner" means the City of Bentonville, Arkansas.

1.9. "Commission" means collectively, the Arkansas State Highway Commission and the Arkansas Department of Transportation ("Department" or "ARDOT") regardless of how referenced.

1.10. "DOT" means the United States Department of Transportation.

1.11. "FAR" means the Federal Acquisition Regulations, codified in 48 Code of Federal Regulations (CFR).

1.12. "FHWA" means the Federal Highway Administration.

1.13. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of FAR, and is also subject to any limitations contained herein. At the time of execution of this Subconsultant Agreement, the Indirect Cost Rate for the Subconsultant is **184.95** percent plus facilities capital cost of money (FCCM) of **1.07** percent (FY2018).

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

2.1. *Description of Project.* The City of Bentonville is proposing to engage a design firm or a team of design firms to provide professional engineering services for widening Greenhouse Rd from Hwy 12 to Hwy 102 on existing alignment.

The proposed project design will require surveys, geotechnical studies, hydraulic studies, roadway & box culvert/bridge design and plans, right of way plans, bidding services, and construction engineering and inspection services. Storm drainage systems, relocated utility facilities, maintenance of traffic and other incidental systems and facilities will be designed and constructed as necessary. The Work Zone Policy impact is considered significant.

This project includes Surface Transportation Block Grant Program-Attributable (STBGP-A) funds and all work will be reviewed and approved by the Arkansas Department of Transportation (ARDOT). All work and contract requirements shall conform to requirements of the Federal Highway Administration (FHWA), ARDOT and the City of Bentonville.

2.2. *Title I Services to be furnished by Subconsultant.*

2.2.1. Perform sixteen (16) soil borings for pavement design at an approximate spacing of 500 feet along Greenhouse Road. Depth of borings for pavement design will be 5 feet.

2.2.2. Perform eight (8) soil borings for bridge design at locations directed by Consultant. Bridge borings shall extend to auger refusal and include 10 feet of rock coring.

2.2.3. Subconsultant shall provide northing, easting, and elevation information at each boring location.

2.2.4. Prepare and submit to Consultant a Preliminary Geotechnical Report that includes a recommended CBR value to be used by Consultant in the design of pavements.

2.2.5. Prepare and submit to Consultant a Final Geotechnical Report, incorporating comments from Consultant and Owner, and providing design recommendations as required by Consultant for bridge and retaining wall designs.

2.3. *Title II Services to be furnished by Subconsultant.*

2.3.1. Perform materials testing services consistent with the requirements of the Project Specifications.

3. COSTS, FEES, PAYMENTS, AND RATE SCHEDULES

3.1. This Subconsultant Agreement is a cost-plus-fixed-fee contract. The Subconsultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Consultant will reimburse the Subconsultant for allowable direct and indirect costs, as defined herein, and pay the Subconsultant a fixed fee. If Title II services are to be performed, the Consultant will reimburse the Subconsultant for allowable direct costs and also pay the Subconsultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.

3.2. Under no circumstances shall the Consultant be liable for any amounts, including all costs, which exceed the Contract Ceiling Price.

3.3. *Salaries*. The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Subconsultant:

3.3.1. SCHEDULE OF SALARY RANGES

SCHEDULE OF SALARY RANGES

	Maximum Hourly Rate			
Terracon Consultants, Inc.	2021	2022	2023	2024
Senior Project Manager II	$85.00	$86.70	$88.43	$90.20
Senior Project Manager I	$62.00	$63.24	$64.50	$65.79
Project Manager	$43.00	$43.86	$44.74	$45.63
Senior Engineer	$68.00	$69.36	$70.75	$72.16
Project Engineer	$47.00	$47.94	$48.90	$49.88
Staff Engineer	$43.00	$43.86	$44.74	$45.63
Field Engineer	$33.00	$33.66	$34.33	$35.02
Field Supervisor	$36.00	$36.72	$37.45	$38.20
Engineering Assistant	$32.00	$32.64	$33.29	$33.96
Technician III	$26.00	$26.52	$27.05	$27.59
Technician I	$20.00	$20.40	$20.81	$21.22
Driller	$35.00	$35.70	$36.41	$37.14
Intern	$22.00	$22.44	$22.89	$23.35
Administrative Assistant	$21.00	$21.42	$21.85	$22.29
Senior Administrative Staff	$43.00	$43.86	$44.74	$45.63

3.3.2. The Consultant shall reimburse the Subconsultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and on-half for all nonexempt employees. Notwithstanding this provision, the Subconsultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project, and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 CFR Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. OWNER, COMMISSION, ARDOT, AND FHWA AS THIRD PARTY BENEFICIARIES

5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Owner, Commission, ARDOT, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Owner, Commission, the ARDOT, the FHWA, or any of their employees, officers, or agents.

5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.

5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement. However, the Subconsultant shall provide the Consultant all necessary information and assistance to enable Consultant to comply with the Disputes and Claims provisions.

6. RECORDS & AUDITS

6.1. Records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

6.2. Examination. The Subconsultant shall maintain, and the Owner, ARDOT, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.

6.3. Supporting Data. If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, ARDOT, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—

- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;

- Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;

- Fees or allowable costs under the Agreement, subcontract, or modification;

- Performance of the Agreement, subcontract or modification; or,

- The amount and basis of any claim or dispute.

6.4. *Audit*. The Owner, ARDOT, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.

6.5. *Reports*. If the Subconsultant is required to furnish cost, funding, or performance reports, the Owner, ARDOT, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Subconsultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

6.6. *Availability*. The Subconsultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 29, Disputes and Claims of the Consultant's Prime Agreement, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—

6.7. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

6.8. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

6.9. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

7. PATENT AND COPYRIGHT INFRINGEMENT

7.1. The Subconsultant shall report to the Consultant and Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Subconsultant has knowledge.

7.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Subconsultant shall furnish to the Consultant and Owner, when requested, all evidence and information in possession of the Subconsultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Subconsultant.

7.3. The Subconsultant agrees to include, and require inclusion of, the provisions of this section in all subcontracts at any tier for supplies or services.

7.4. The Subconsultant shall indemnify the Consultant and Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Consultant or Owner of such supplies or construction work.

7.5. This indemnity shall not apply unless the Subconsultant shall have been informed within ten (10) business days following the Consultant's or Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Consultant or Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Subconsultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Subconsultant, unless required by final decree of a court of competent jurisdiction.

8. SUBCONTRACTING

8.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Consultant and Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.

8.2. Unless the consent or approval specifically provides otherwise, neither consent by the Consultant or Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.

8.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.

8.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Consultant or Owner without the express written agreement of the Consultant and Owner.

8.5. Prompt Payment. The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Consultant, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Consultant, against reimbursements or payments otherwise due the Subconsultant;

- notify any sureties; and/or,

- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

9. RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

9.1. The Subconsultant shall not be permitted to employ or make an offer of employment, for regular or part-time work related to any Department projects during the term of this Agreement, to any person who:

- is a present employee of the Department;

- is a former employee of the Department and at any time during the person's employment with the Department, the person participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while an employee, on any particular matter pertaining to this Agreement;

- is a former employee of the Department within the twelve (12) months of employment cessation, and under this Agreement will knowingly act as a principal or as an agent in matters which were within this person's official responsibility; or

- is a former employee of the Department within the twelve (12) months of employment cessation will engage in selling or attempting to sell commodities or services, including technical or professional consultant services to the Department, unless the former employee's last annual salary with the Department did not exceed ten thousand five hundred dollars ($10,500).

- is a former employee of the Department and at any time was terminated with cause or allowed to resign/retire in lieu of termination with cause.

9.2. Any individual or entity acting as a principal or agent on behalf of any person disqualified pursuant to the terms of provision 9.1 shall not be permitted to perform any work related to any Department project for the Subconsultant during the term of this Agreement.

9.3. This section is not intended to preclude a former employee from accepting employment with the Subconsultant solely because the Subconsultant has entered into this Agreement with the Consultant.

10. INSURANCE

10.1. *Professional Liability Insurance Coverage.* The Subconsultant shall maintain at all times during the performance of services under this Subconsultant Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Subconsultant Agreement in an amount per claim of

$2,000,000. Such insurance shall extend to the Subconsultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Subconsultant 's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Subconsultant Agreement committed by the Subconsultant or alleged to have been committed by the Subconsultant or any person for whom the Subconsultant is legally responsible.

10.2. *Deductible.* The Subconsultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner and Consultant if, in the judgment and opinion of the Owner and Consultant, the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Subconsultant shall submit promptly to the Consultant, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner or Consultant to reasonably determine whether or not the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.

10.3. *Worker's Compensation Insurance.* The Subconsultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.

10.4. *General Liability Insurance.* The Subconsultant shall at all times during the term of this Subconsultant Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of $1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Subconsultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Subconsultant.

10.5. *Pollution Liability Insurance.* The Subconsultant shall at all times during the term of this Subconsultant Agreement maintain pollution liability insurance coverage in the amount of $5,000,000 per occurrence and in the annual aggregate.

10.6. *Insurance Policies and Certificates.* The Subconsultant shall provide the Consultant upon request copies of its insurance policies and evidence satisfactory to the Owner and Consultant concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Subconsultant Agreement, the Subconsultant shall furnish to the Consultant certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Subconsultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Consultant, in its sole discretion, may terminate this Subconsultant Agreement immediately or on such other terms as it sees fit.

10.7. *Additional Insurance Requirements.* All insurance maintained by the Subconsultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner and Consultant, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Consultant.

10.8. *Duration of Insurance Obligations.* The Subconsultant shall maintain its professional insurance coverage required under this Subconsultant Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Subconsultant's services under this Subconsultant Agreement, whichever comes later.

Comprehensive General Liability Insurance Coverage required under this Subconsultant Agreement shall be in full force and effect until the final acceptance or the completion of the Subconsultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Subconsultant's services, whichever comes first.

10.9. *Subconsultant's Insurance Primary.* All insurance policies maintained by the Subconsultant pursuant to this Subconsultant Agreement shall provide that the subconsultant's insurance shall be primary and the Consultant's own insurance shall be non-contributing.

10.10. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Subconsultant pursuant to this Subconsultant Agreement shall be endorsed to include the Consultant, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, and the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Consultant.

10.11. *Indemnification.* To the fullest extent permitted by law, Subconsultant shall defend, indemnify, and hold harmless Consultant and Owner and their respective agents and employees from and against any claims, suits, damages, liabilities, costs and expenses, including attorneys' fees and costs of defense, to the extent caused by a breach of this Subconsultant Agreement or by any negligent acts, errors, or omissions of Subconsultant's or any of its employees, subconsultants, or agents. Nothing herein shall require Subconsultant to defend or indemnify Consultant or Owner from their own negligent or intentional misconduct.

10.12. The Subconsultant shall reimburse Consultant for all expenses, including interest and attorney's fees, paid or otherwise incurred to successfully enforce the provisions of this Subconsultant Agreement if the Subconsultant or its insurer refuses to defend, indemnify, or hold Consultant and Owner harmless as provided herein.

10.13. Consultant shall have the right to set off any damages it suffers or incurs as a result of Subconsultant's breach of this Subconsultant Agreement or any negligent acts, errors or omissions against sums that may be due or become due under this or any other agreement between the Parties, now or in the future.

11. COVENANT AGAINST CONTINGENCY FEES

11.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the ARDOT and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

11.2. Bona fide agency, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

11.3. Bona fide employee, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time,

place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

11.4. Contingent fee, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

11.5. Improper influence, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

12. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

12.1. Compliance with Regulations. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, or national origin be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

12.2. Nondiscrimination. The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, or national origin in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

12.3. Solicitations for Subcontracts, Including Procurements of Material & Equipment. In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

12.4. Information and Reports. The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities by the Owner or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner or the USDOT and its Affiliated Modes, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.

12.5. Sanctions for Noncompliance. In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.

12.6. Incorporation of Provisions. The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the Owner or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

13. DBE CLAUSE

13.1. The Subconsultant shall not discriminate on the basis of race, color, sex, or national origin in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 CFR Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.

13.2. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Agreement.

14. COMPLIANCE WITH ALL OTHER LAWS REGARDING NONDISCRIMINATION

14.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

14.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, disability, or any other protected classes, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

14.3. In accordance with Section 504 regulations 49 CFR Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

15. CERTIFICATION REGARDING LOBBYING

15.1. The Subconsultant certifies, to the best of their knowledge and belief, that:

15.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

15.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying".

15.1.3. The Subconsultant shall require that the language of this certification be included in the agreement for all subcontracts and that all subcontractors shall certify and disclose accordingly.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

16.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

16.1.1. The Subconsultant and any of its Principals—

16.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

16.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

16.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 16.1.1.2; and,

16.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

16.2. Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or

fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

16.3. The Subconsultant shall provide immediate written notice to the ARDOT if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

16.4. The certification in subsection 16.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the ARDOT may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the ARDOT.

17. CERTIFICATION REGARDING CONFLICT OF INTEREST

17.1. The Subconsultant certifies that it has no financial interest in the proposed project or construction of the proposed project.

17.1.1. The Subconsultant nor any of its Principals have no known conflicts with any of the following:

17.1.1.1. No financial interest in work associated with this contract;

17.1.1.2. No ownership interest in work associated with this contract;

17.1.1.3. No Financial interest in the results of any agency decisions regarding approvals for work associated with this project;

17.1.1.4. Policies and procedures (provided statutory framework permits) for a contracting agency to pursue a range of civil actions and penalties including fines, suspension, or debarment associated with fraud, waste, abuse, and identified conflict of interest which were not disclosed.

17.2. For the duration of the contract, except for work expressly defined in this contract, the Subconsultant shall not be party to third party agreements for design or construction on projects associated with contract.

17.3. For the duration of the contract, except for work expressly defined in this contract, the Subconsultant shall not be party to enforceable promises or guarantees of future work associated with this contract.

18. SAFETY

18.1. The Subconsultant shall be solely responsible for the safety and protection of it's persons and property at the Project Site and shall comply with all applicable federal, state, and local safety laws and regulations, and the requirements of Appendix B-1A.

19. NOTICE

19.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

19.1.1. To the Subconsultant:

Michael H. Homan, P.E.
Senior Principal
Terracon
113 Dixieland Road
Rogers, AR 72758

19.1.2. To the Consultant:

Steven Beam, P.E.
Business Manager
Burns & McDonnell
6576 Lynch's Prairie Cove, Suite B
Springdale, AR 72762

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

BY [redacted]
Michael S. Debacker, P.E.
Vice President

TERRACON CONSULTANTS, INC.

BY: _____
Michael H. Homan, P.E.
Senior Prinicipal

APPENDIX C
C-1

CERTIFICATION OF CONSULTANT

I hereby certify that I, Michael S. DeBacker am the Vice President and duly authorized representative of the firm Burns & McDonnell Engineering Company, Inc. whose headquarters address is 9400 Ward Parkway, Kansas City, MO 64114, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to, the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 34 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Conflict of Interest as outlined in Section 38 of this Agreement and shall insert the Certification Regarding Conflict of Interest in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Burns & McDonnell Engineering Company, Inc. ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Renee Gartelos (ADA/504/Title VI Coordinator), 9400 Ward Parkway, Kansas City, MO 64114, (816) 822-3962, (Voice/TTY 711), or the following email address: rgartelos@burnsmcd.com.

[redacted]
Authorized Firm Representative

12/6/2021
Date

APPENDIX C
C-2

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Christopher Handley an the Department Manager and duly authorized representative of Terracon Consultants, Inc. whose headquarters address is 10841 S. Ridgeview Road, Olathe, KS 66061, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;

(d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 12 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Lobbying as outlined in Section 15 of this Agreement and shall insert the Certification Regarding Lobbying in all solicitation of work or procurement of materials or equipment. I certify and hereby agree to the conditions of Certification Regarding Conflict of Interest as outlined in Section 17 of this Agreement and shall insert the Certification Regarding Conflict of Interest in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Terracon Consultants, Inc. complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Stephanie Price, 10841 Ridgeview Road, Olathe, KS 66061 or the following e-mail address: Stephanie.Price@Terracon.com.

_____ _____

Authorized Firm Representative Date

APPENDIX C
C-3

CERTIFICATION OF CITY OF BENTONVILLE, ARKANSAS

I hereby certify that I am the and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contributions, donations, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to, the Arkansas Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Stephanie Orman Date
Mayor

APPENDIX D - PROJECT SCHEDULE

ARDOT Job 090628 – Greenhouse Rd. Safety Improvements (Bentonville) (S)

BURNS McDONNELL

Project Task	2021		2022												2023												2024			
	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April
Environmental Clearance Documentation																														
Existing Project Data Review																														
Field Assessments & Reports																														
Agency Coordination															(Agency coordination will be ongoing throughout development of the environmental document.)															
Public Meetings/Hearings																														
Environmental Document Development																														
FHWA Review of Env. Document																														
COMMENTS:	1. ARDOT is identified in the Scope of Work to lead this phase of work. This schedule depicts a reasonable timeline of activities based on our experience performing these services on similiar projects that allows for some flexibility whether the environmental clearance can be covered under a Categorical Exclusion or will require an Environmental Assessment. If an Environmental Impact Statement is required, the schedule will likely require more time. 2. In the event of delays in this phase of the work, we can discuss the risks associated with advancing design activities on a presumed Preferred Alternative in order to minimize the impacts of environmental delays on the total project schedule.																													
Alternatives Analysis - Based on Engineer given NTP on or prior to January 3, 2022																														
Traffic Data Collection & Analysis																														
Develop Traffic Model																														
Develop & Refine Alternatives	(Need Env. Constraints to begin.)														(Refine apparent Preferred Alternative after public comment is considered.)															
Perform Traffic Analysis of Alternatives																														
Traffic/Alternatives Analysis Report Prep & Review																														
COMMENTS:	1. This work will occur concurrent with the early environmental phase of the project. Before alternatives can be developed, ARDOT must supply the Environmental Constraints Map so our alternatives can be developed to avoid those constraints to the maximum extent practical.																													
Design & Surveys (Assumes that bridge-class culverts will be used. 90% Plans phase will be lengthed if a bridge must be designed.)																														
Preparation & Approval of Design Criteria																														
Field Surveys & Mapping																														
Geotechnical Investigation & Reporting													Drill	Test	Report						Report									
Roadway/Bridge Design & Plan Production											30% Plans				60% Plans								90% Plans				Final Plans			
Roadway/Bridge Plan Q-Review & Revision																														
Review of PS&E																														
COMMENTS:	1. This schedule minimizes redesign and delay risk by placing the beginning of 30% plan development after the first public meeting so that an apparent Preferred Alternative can be identified. 30% design can begin sooner, if desired, but if the NEPA process identifies changes that must be made, redesign may be required and the duration of the 30% design phase may be lengthened. We are happy to discuss these options in more detail if selected and refine the schedule to meet your goals.																													
Right of Way Documents																														
ROW Document Preparation															Stage 1					Stage 2				Stage 5						
ROW Document Q-Review & Revision																						Stage 3								
Review of ROW Documents																							Stage 4							
Right of Way Acquisition Period																														
COMMENTS:	1. The City can request authorization to aquire right of way after the following are completed: NEPA document is approved by FHWA; 60% plans have been reviewed and found satisfactory; Stage 5 ROW plans have been approved. 2. If an apparent Preferred Alternative is realized early in the environmental process allowing for an early start of the 30% design phase, we will also be able to advance the start of ROW Stage 1 with the goal of aligning Stage 4 of the ROW (ARDOT review) with ARDOT review of 60% Plans. This will provide ROW aquisition the soonest and expedite the start of construction. The ability to do this lies primarily in the outcomes of the environmental phase being led by ARDOT.																													
COMMENTS:	**1. This schedule presents the design phase (Title I) services from notice to proceed through submission of final plans and final right of way plans. Bid Phase services will begin at the time ARDOT issues Authorization to Advertise. Once we have this authorization, a minimum advertisement period of 21 days is required, but 28-30 days is more typical.** **2. Title I Services end at the time of Award of the Construction Contract, and Title II Services will begin. The schedule for Title II Services will be dependent on the final construction schedule.** **3. This schedule assumes these improvements will be constructed under one contract.** **4. This schedule is based on a typical project team size. Requests to expedite the schedule may require additional resources and modification to the design contract.** **5. Schedule is based on 1-month durations for plan review. Consultant will be entitled to additional schedule as a result of delays in reviews or progress on the Environmental Documentation that delay design activities.**																													

Activity led by Burns & McDonnell

Activity led by Burns & McDonnell subconsultant

Activity led by City(ies)

Activity led by FHWA or other agencies

Activity led by ARDOT

RESOLUTION NO. R-22_____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY FOR CERTAIN SERVICES RELATED TO GREENHOUSE ROAD, APPROVING A BUDGET ADJUSTMENT TO STREET AND TRANSPORTATION ACCOUNTS TO REFLECT REVENUE IN THE AMOUT OF ONE MILION TWO HUNDRED TWO THOUSAND EIGHT HUNDRED AND SIXTY FIVE DOLLARS ($1,202,865.00) AND EXPENSES IN THE AMOUNT OF ONE MILLION THREE HUNDRED THIRTY FIVE THOUSAND ONE HUNDRED AND THIRTY NINE DOLLARS ($1,335,139.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville has received federal funds for reimbursement of eighty percent (80%) of the costs of certain improvements to Greenhouse Road;

WHEREAS, the remaining balance of the project is to be funded pursuant to a joint agreement between Bentonville and Centerton;

WHEREAS, Burns & McDonnell Engineering Company was selected utilizing the professional services procurement criteria set forth in Arkansas law for such projects; and

WHEREAS, this project serves a public purpose.

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

Section 1: The Mayor and Clerk are hereby authorized to enter into an agreement with Burns & McDonnel Engineering Company for certain services related to Greenhouse Road in an amount not to exceed one million three hundred thirty five thousand one hundred and thirty nine dollars ($1,335,139.00).

Section 2: The 2022 Budget is amended to recognize revenue in the amount of one million two hundred and two thousand eight hundred and sixty five dollars ($1,202,865.00) and expenses in the amount of one million three hundred thirty five thousand one hundred and thirty nine dollars ($1,335,139.00) to various accounts as noted below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	33110	Federal Direct Grant	$ 850,000.00	
203810	33110	Federal Direct Grant	$ 112,000.00	
203810	33110	Federal Direct Grant	$ 132,640.00	
203810	47380	Street Construction		$ 1,335,139.00
203810	33540	Development Agreement	$ 108,225.00	
		Totals	$ 1,202,865.00	$ 1,335,139.00
		Net Impact on Fund Balance	$	(132,274.00)

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution to approve a budget adjustment to allocate additional funds that are now available to the Street Department from the 2021 Census results and utilize reserves. The Street Department has developed a 5 year Strategic Street Plan to incorporate the best use of the newly available funds and to strategically use reserves. This request for changes to the 2022 budget would allow for the purchase of new asphalt paving equipment and to design facility improvements related.

Estimated Cost	**$1,760,000**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Budget adjustment will be covered by additional 2022 funds that were recognized in late 2021 as a result of the increased census number and use of reserves. These additional funds were not cosidered in the 2022 budget that was presented for previous approval.

Budget Adjustment Request

Date of City Council Meeting	**1/25/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget adjustment to allow for changes to the 2022 budget. Additional funds are available due to the Census result. The approved 2022 budget did not account for these funds, and now additional equipment and building expansion design items are submitted for approval to be included in the 2022 budget. The street department now has the opportunity to implement a Strategic Street Plan that would address current and future needs, especially for pavement overlay operations.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	47410	Machinery and Equipment		$ 1,610,000.00
203810	47210	Plants and Building		$ 150,000.00
		Totals	$ -	$ 1,760,000.00
		Net Impact on Fund Balance	$	(1,760,000.00)

***Final Account Number will be determined by Accounting Department after approval and purchase**

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: January 14, 2022

Re: Street Strategic 5 year Plan - Budget Adjustment

In December of 2021 the current Street budget was adopted, with the note that additional funds would be available after the final count of the Census and state proportion of taxes were issued. Now that the data is available, staff is proposing a budget adjustment to the current 2022 street budget to cover additional staffing, building improvements and additional equipment required to implement our current 5 year plan.

The main focus of this plan will be to make the best street improvements we can for the dollars that are available. According to our adopted "Bentonville Community Plan", the City needs to spend approximately $3.5 million per year (30 lane miles) for street maintenance and in 2014 our budget was only $350,000.

We have made improvements, in 2021 we had a budget of $750,000 and with that we were able to apply pavement preservation methods to about 20 lane miles of pavement. Currently in the 2022 budget we have increased to $1 million budgeted for pavement preservation.

Staff supports a request to allow us to improve this maintenance even more with the now available funds. We are presenting a plan to purchase asphalt paving equipment to give us the ability to pave street with our staff and not hire contractors for all of the work. We will also need a place to store the new equipment, so we are also asking to expand on our current facility. This budget adjustment will potentially provide the funds for an Asphalt Paver, Roller, Trailering equipment, and Milling Machine; and we will be allowed to start a design process for a building expansion to house future equipment.

I believe with these proposed changes for 2022 and your support for the next 5 years, we could potentially get our pavement preservation budget to $1.5 million annually. Also, with us partnering with contractors and paving street with in-house crews, we should be able to apply pavement preservation methods to well over 30 lane miles that has been recommended by our "Bentonville Community Plan".

Thanks in advance for your support and please call or email with any questions at 479-271-5964 or dbirge@bentonvillear.com .

RESOLUTION NO. R-22_____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED SIXTY THOUSAND DOLLARS ($1,760,000.00) TO CERTAIN STREET AND TRANSPORTATION DEPARTMENT ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, additional funds have become available due to census results and the 2022 budget did not account for these funds;

WHEREAS, the Street Department has developed a five (5) year Strategic Street Plan to incorporate the best use of the newly available funds and to strategically use reserve funds;

WHEREAS, these funds should be appropriated in order to allow for additional equipment and building expansion; and

WHEREAS, this appropriation of newly available funds, supplemented with reserve funds will assist the Street Department with implementing the Strategic Street Plan to address current and future needs, particularly for pavement overlay operations.

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

Section 1: The 2022 Budget is amended to appropriate one million seven hundred sixty thousand dollars ($1,760,000.00) to various accounts as noted below:

	Account Description	Expense
203810 47410	Machinery and Equipment	$1,610,000.00
203810 47210	Plants and Building	$150,000.00
Totals:		$1,760,000.00
Impact to Fund Balance:		($1,760,000.00)

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Ordinance amendment to be adopted by City Council approving changes to the pay plan to add and upgrade certain positions and approving a budget adjustment related to such changes.

Estimated Cost	**$169,480**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Budget adjustment will be covered by additionalfunds that were realized in late 2021 as a result of the increased census number. These additional funds were not cosidered in the 2022 budget that was presented for previous approval.

Budget Adjustment Request

Date of City Council Meeting	**1/25/2022**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

Budget adjustment to allow for changes to the pay plan of adding and upgrading certain positions.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
203810	41010	Full Time Salaries/Wages		$ 121,237.00
203810	41910	Cell Phone Allowance		$ 661.00
203810	41420	Misc Add Pay		$ 3,450.00
203810	41940	Vehicle Allowance		$ 6,370.00
203810	41410	Holiday/Service Awards		$ 250.00
203810	41510	FICA/Medicare Expense		$ 9,106.00
203810	41810	Retirement - APERS		$ 18,713.00
203810	41720	Long Term Disability		$ 205.00
203810	41710	Health Insurance		$ 8,957.00
203810	41740	Dental Insurance		$ 531.00
		Totals	$ -	$ 169,480.00
		Net Impact on Fund Balance	$	(169,480.00)

*Final Account Number will be determined by Accounting Department after approval and purchase

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: January 14, 2022

Re: Ordinance Amendment - Budget Adjustment - Street

Staff supports the request for an Ordinance amendment to change the pay plan and add additional staff to the Street Department.

Upon investigation of our CDL required positions, it has been noted that the Street Department is behind outside competitors, as well as other City Departments. This change in pay plan would allow for the Street Department CDL employees to be matched comparable in pay scale to other City Departments.

The new position to be added would be a Deputy Director of Transportation. Again, this would follow organizationally with other departments and with the increase in street maintenance, large scale development and capital projects associated with the current (approximately $200 million street/drainage) bond program the need for the additional position is certainly warranted.

Funds to cover this pay plan increase and the new position is currently available within the Street income with the current changes from the 2021 Census.

Thanks in advance for your support and please call or email with any questions at 479-271-5964 or dbirge@bentonvillear.com .

ORDINANCE NO. 22-_____

AN ORDINANCE AMENDING THE PAY PLAN FOR THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT TO PROVIDE FOR NEW AND UPGRADED POSITIONS; AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF ONE HUNDRED SIXTY NINE THOUSAND FOUR HUNDRED AND EIGHTY DOLLARS ($169,480.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Transportation Department has worked with Human Resources to recommend certain upgrades and one new position to improve efficiency, retention and long term future planning within the department;

WHEREAS, additional transportation monies have been received as a result of the increased population reflected in the 2021 census which will cover the cost of these position changes; and

WHEREAS, an amendment to the pay plan and the 2022 budget will enable these changes to take effect.

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

Section 1: The Pay Plan for the City of Bentonville should be and the same is hereby amended to include the following:

New position:

Deputy Director of Transportation	Grade 37

Upgraded Positions:

Crew Leader – Street	move from grade 19 to	Grade 21
Heavy Equipment Operator III	move from grade 18 to	Grade 19
Heavy Equipment Operator II	move from grade 17 to	Grade 18
Heavy Equipment Operator I	move from grade 16 to	Grade 17

Section 2: The 2022 Budget is amended to appropriate one hundred sixty nine thousand four hundred and eighty dollars ($169,480.00) to various accounts as noted below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	41010	Full Time Salaries/Wages		$ 121,237.00
203810	41910	Cell Phone Allowance		$ 661.00
203810	41420	Misc Add Pay		$ 3,450.00
203810	41940	Vehicle Allowance		$ 6,370.00
203810	41410	Holiday/Service Awards		$ 250.00
203810	41510	FICA/Medicare Expense		$ 9,106.00
203810	41810	Retirement - APERS		$ 18,713.00
203810	41720	Long Term Disability		$ 205.00
203810	41710	Health Insurance		$ 8,957.00
203810	41740	Dental Insurance		$ 531.00
		Totals	$ -	$ 169,480.00
		Net Impact on Fund Balance	$ (169,480.00)	

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Appointment of Michelle Evans to the Library Advisory Board. This will be her first five-year term; the term of service is January 1, 2022 to December 31, 2026.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

January 11, 2022

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Michelle Evans to the Bentonville Public Library Advisory Board.

I recommend Michelle Evans for appointment to the Bentonville Public Library Advisory Board.

She is filling the vacancy left by Betsy Batey, whose board term expired December 31, 2021. This is Ms. Evans' first five-year term; the term of service is January 1, 2022 to December 31, 2026.

SO

Stephanie Orman

RECEIVED
11-05-21

Boards and Commissions Application Form

Applicant Information

First Name	Michelle
Last Name	Evans
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	22 years
Employer	Bentonville Schools
Occupation	Librarian
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Dr. Jonathon Guthrie
Email Address	[redacted]
Address	[redacted]
City	Centerton
State	AR
Zip Code	72719
Phone Number	[redacted]

Name	Betsy Batey
Email Address	[redacted]
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Library Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I received a Master's degree in Library Science in 2018, and have worked as a librarian or library assistant at Bentonville West High School since it opened in 2016. I have lived in Bentonville for 22 years, experiencing the tremendous growth as our small town has become a top place to live. I have served on committees dedicated to handling the growth in our community, including the Bentonville Schools' 2020 Task Force and a growth & building committee at my church. As a librarian, I appreciate the direction the Bentonville Public Library has taken in becoming a vital part of our city.
2. Why would you like to be considered for appointment to this commission or board?	I would like to be considered for the Library Advisory Board because I love the offerings our library provides, from library media materials to fun events and programs. I am interested in the growth of our community and see the library as a central part of engaging the people of Bentonville as important stakeholders in their community. I would also love to be a part of the exciting progress towards the library expansion.
3. What do you hope to be able to contribute?	I feel I am qualified to bring professional library expertise to the table. I work every day with library patrons, both students and

	adults, and strive to make the library at Bentonville West a welcoming space for everyone, which I believe aligns very well with the mission of BPL. I love collaborating with others, and I enjoy working to promote what libraries offer. I have been fortunate enough to join in meetings about the expansion plans and would love to support the library in its expansion plans.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Michelle Evans
Date	11/5/2021

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Item Type: (*Check Applicable Item Type)*

☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution approving a budget adjustment in the amount of $56,856 for Bentonville Public Library to accept and expend CARES Act grant funds. The project will supplement recent grant-funded projects (i.e. remoteLocker and WIFI expansions), as well as expand BPL's ebook collection through Overdrive. Additional supplies and materials to aid the Library in its ongoing response to COVID-19 can also be purchased (i.e. water bottle filler fountains and personal protective equipment (PPE)). The funds were approved by the State of Arkansas on December 17, 2021. The funding is made possible by the CARES Act and administered by the Arkansas State Library.

Estimated Cost	**$56,856.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Budget adjustment to accept and spend grant funds totaling $56,856

Budget Adjustment Request

Date of City Council Meeting	**1/25/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Purpose of Budget Adjustment ***(Enter purpose in space below):***

To accept and expend CARES Act grant funds for Bentonville Public Library to further support grant-funded projects, expand the ebook collection and aid in its ongoing response to the COVID-19 pandemic.

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
105050	33412	State Grant / Other	$ 56,856.00	$ -
105050	42050	Janitorial Supplies	$ -	$ 2,081.00
105050	42510	Minor Equipment	$ -	$ 4,775.00
105050	42520	Computer Equipment	$ -	$ 6,000.00
105050	43310	Professional Services	$ -	$ 44,000.00
		Totals	$ 56,856.00	$ 56,856.00
		Net Impact on Fund Balance	$	-

*Final Account Number will be determined by Accounting Department after approval and purchase

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman

FROM: Hadi Dudley, Library Director

CC: Jake Harper, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney

SUBJECT: A Budget Adjustment for the Library to accept and spend certain grant funds

DATE: January 12, 2022

Bentonville Public Library (BPL) seeks City Council approval of a budget adjustment in the amount of **$56,856** to accept and expend certain grant funds.

The CARES Act funds will allow BPL to further support grant-funded projects, expand the ebook collection and aid in its ongoing response to the COVID-19 pandemic. Planned purchases include:

- **$4,000**: Support the remoteLocker project with branding costs associated for all units, particularly the expanded units purchased December 20, 2021 with CARES Act funds.
- **$6,000**: Support the expansion of BPL's WIFI with cabling costs associated with installation of seven (7) access points purchased December 22, 2021 with CARES Act funds.
- **$40,000:** Expand the library's ebook collection through Overdrive. The funds will expand the library's FY2022 budget to **$90,000** and require a bid waiver, subject to City Council approval.
- **$4,775**: Purchase of interior water fountains with bottle filling options that are more hygienic for a public setting and replacing the library's existing water fountains.
- **$2,081**: Purchase of COVID-19 pandemic response supplies, materials or services. Additionally, if the above actual expenses are lower than budgeted, more supplies, materials or services such as disinfectant wipes, hand sanitizer, gloves or other personal protective equipment (PPE) or digital products will be purchased.

CARES Act Grant Breakdown:

- **$133,364.00**: Total amount of CARES Act funds awarded to BPL, approved by the Arkansas Department of Finance & Administration (DF&A) on December 17, 2021.
- **$76,508**: City Council approved the first round of CARES Act funds on December 14, 2021.
- Note: The first round of funds and projects imposed a purchasing deadline of December 31, 2021. All approved equipment was ordered prior to year-end.
- **$56,856**: The second round of funds do not have a purchasing deadline, but should support the library's ongoing response to the COVID-19 pandemic.
- The funding formula for Bentonville was authorized by the DF&A on December 17, 2021. It considered the investment BPL made in ebook collections during the dates of April 1, 2020 to December 10, 2021.

Funding Credit: The funding made possible by the CARES Act and administered by the Arkansas State Library.

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. R-22-_____

A RESOLUTION ACCEPTING CARES ACT GRANT FUNDS, IN THE AMOUNT OF FIFTY-SIX THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS ($56,856.00), INTO FEDERAL GRANT ACCOUNT #105050-33110; ADJUSTING THE 2022 BUDGET TO APPROPRIATE THE SAME INTO CERTAIN BENTONVILLE PUBLIC LIBRARY ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library has received this second round of CARES Act grant monies, in the amount of fifty-six thousand eight hundred fifty-six dollars ($56,856.00);

WHEREAS, these funds should be appropriated to allow the Library to purchase janitorial supplies, minor equipment, computer equipment, and professional services; and

WHEREAS, this budget adjustment will assist the Library with continued Covid-19 safety protocols and providing greater virtual options for patrons.

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

Section 1: The 2022 Budget is adjusted to accept fifty-six thousand eight hundred fifty-six dollars ($56,856.00) into federal grant account #105050-33110;

Section 2: The 2022 Budget is further adjusted to appropriate the same to various accounts as noted below:

	Account Description	Expense
105050-42050	Janitorial Supplies	$2,081.00
105050-42510	Minor Equipment	$4,775.00
105050-42520	Computer Equipment	$6,000.00
105050-43310	Professional Services	$44,000.00
Totals:		$56,856.00

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**(479) 271-3194**

Item Type: (*Check Applicable Item Type)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

An ordinance for City Council approval to waive competitive bidding requirements in an amount not to exceed $90,000.00 to Overdrive, Inc. for ebook purchases for Bentonville Public Library.

Estimated Cost	**$90,000.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)* :

BPL budgeted $50,000 for ebook purchases this year; planned purchases will not exceed the budget. Additionally, the CARES Act grant allocated up to $40,000 additional funds to significantly improve and grow BPL's ebook collection.

Waiver of Bid Request

Date of City Council Meeting	**1/25/2022**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**(479) 271-3194**

Vendor	**Overdrive**
Total Cost	**$ 90,000.00**

Description of Purchase ***(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):***

Continuation of annual contract and purchasing of digital ebooks and downloadable audios with Overdrive, Inc. under professional services for Technical/Data purchases; this is a budgeted expense not to exceed $50,000 that is supplemented by CARES Act grant funds up to $40,000. Purchases will not exceed $90,000.00.

Justification ***(Enter justification in space below):***

Since 2009, Bentonville Public Library and several regional libraries have contracted with Overdrive, Inc., a leading provider in the industry. Renewal of services is required to purchase new titles and access existing materials in the consortium, Advantage and Sora collections. Due to access requirements of the Overdrive platform and collections, as well as the multi-year partnership with other libraries, it is not practical or feasible to advertise for competitive bidding.

Bentonville Public Library

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
CC: Jake Harper, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT: An Ordinance to Waive Competitive Bidding
DATE: January 12, 2022

Bentonville Public Library (BPL) seeks City Council approval to waive competitive bidding requirements **not to exceed** the amount of **$90,000** to Overdrive, Inc. for ebook purchases.

BPL budgeted up to $50,000 for ebook purchases this year. Additionally, the CARES Act grant allocated up to $40,000 additional funds to significantly improve and grow BPL's ebook collection. Purchases will not exceed the budget and grant amount total of $90,000.00.

Outline of History with Overdrive

- In 2008, BPL agreed to participate with regional library peers in a consortium with Overdrive to purchase ebooks for our communities; the same agreement continues today.
- State Library's "Library Development District I" (LDD1) membership is the basis for participation which includes public libraries throughout Northwest Arkansas and the Arkansas River Valley.
- Our regional consortium consists of nineteen (19) public library partners!
- In 2020, BPL expanded our services with Overdrive to provide Sora access to Bentonville Schools and Advantage collections for our patrons. Sora and Advantage services allow city funds to stay local and improve offerings with more ebooks to Bentonville students and BPL readers.
- The funding formula for Bentonville authorized by the Arkansas Department of Finance & Administration (DF&A) on December 17, 2021 specifically considered the investment BPL made in ebook collections during the dates of April 1, 2020 to December 10, 2021. Reinvesting the majority of these grant funds in ebooks to expand access to digital materials for the community makes good sense, especially as the Library continues its response to the COVID-19 pandemic. The funding is made possible by the CARES Act and administered by the Arkansas State Library.

Bid Waiver Justification

- In recent years, City Council approved a similar bid waiver with Overdrive with Ordinance 2020-115 and Ordinance 2021-32.
- In 2021, Bentonville Public Library's Overdrive use was the highest ever at 111,763 downloads.

- This is a planned purchase, approved in the library's FY2022 professional services budget, and supplemented by grant funds.
- While other ebook vendors exist, BPL and the consortium libraries already have access to a large collection of titles with Overdrive, a leading provider in the industry.
- Due to this, and the multi-year partnership with other libraries, it is not practical or feasible to advertise for competitive bidding.

Please contact me with your questions at 479-271-3194 or hdudley@bentonvillear.com.

Attachments

- Overdrive Library Participation Form – NWA Digital Consortium, signed 11/5/2008
- Overdrive / Sora Library Consent Form, signed 06/22/2020
- Overdrive Advantage 2.0 Enrollment Form, signed 7/14/2020

Schedule "C"
Library Participation Form – Northwest Arkansas Digital Consortium

1. In consideration of participation in the Consortium, lending digital materials, Participating Library agrees to abide by the terms and conditions of the Agreement and all Schedules.

2. Participating Libraries shall pay OverDrive an Annual Fee for joining and ongoing services provided to the Northwest Arkansas Digital Consortium. The Annual Fee shall include any and all services relating to use of the Application Services including the DLR System License, configuration and customization of website services, third party software licenses, hosting, bandwidth, and maintenance of the application services and staff training. After the first renewal term (after a period of four (4) years from Effective Date), the Annual Fee is subject to change. The Annual Fee shall be based upon Participating Library's Legal Service Area Population as reported by the then current information available at the National Center for Education Statistics (NCES): http://nces.ed.gov/surveys/libraries/librarysearch/

Annual Fees for 2008 - 2012

			Please check one:
Tier 1	Legal Service Area Population up to 25,000	**$3,000** per year	
Tier 2	Legal Service Area Population of 25,001 – 55,000	**$6,000** per year	x
Tier 3	Legal Service Area Population of 55,001 – 100,000	**$9,000** per year	

3. Arkansas public libraries with Legal Service Area Populations under 100,000 shall be eligible to join Consortium, on a quarterly basis. Any current OverDrive customer (standalone system) shall not be eligible to join Consortium. The Northwest Arkansas Digital Consortium shall be comprised of a minimum of five (5) Participating Libraries with a maximum of fifteen (15) Participating Libraries. Notwithstanding the foregoing, OverDrive shall have sole discretion to approve any and all new libraries that seek to join Consortium.

4. The Annual Fee collected during each year shall be allocated as follows: one-third (1/3) towards configuration, system fees, and maintenance, and two-thirds (2/3) toward selection of Content for the shared collection. At any time during the term of this Agreement, Consortium and/or Participating Libraries may select additional Content subject to standard terms and pricing. Consortium and/or Participating Libraries shall make payments to OverDrive for Content selections within 30 days of receipt of invoice.

5. All Participating Libraries that join Consortium after go-live shall pay OverDrive a one-time Participation Fee of Fifteen Hundred Dollars ($1,500) per Participating Library. Such Participation Fee shall be waived for Participating Libraries that join Consortium before go-live. Such fee, if applicable, shall be due and payable directly to OverDrive within 30 days of receipt of invoice. The Participation Fee shall include in whole or in part, fees for testing, staff training, and integration of Participating Library into the Consortium Website.

6. Participating Library shall include a direct hyperlink and/or logo linked to the DLR service from Participating Library's home page and other appropriate sub-pages. Such link or logo shall be featured no less prominently than other electronic resources or services including but not limited to NetLibrary, Recorded Books, and MyLibraryDV.

7. Participating Library acknowledges it may incur additional license fees or costs related to MARC records, SIP or similar protocol for patron authentication. All such fees shall be at Participating Library's own expense, and are not included in the Annual Fee.

8. Participating Library acknowledges that if Participating Library withdraws from Consortium prior to the expiration of Agreement with OverDrive, all content, products, and services that have been purchased with the Participating Library's monetary and in-kind contributions to Consortium shall remain with Consortium.

[signature page follows]

©2008 OverDrive, Inc.

Accepted and agreed this 5 day of Nov 2008 by:

Bentonville Public Library
("Participating Library")

By (signature): [redacted]

Name (Print): Bob McCaslin

Title: Mayor of Bentonville

Please fill out the following with the appropriate contacts:

Billing Contact(s)
Name(s), email address, and billing address of contacts to receive billing:

Name: Hadi Dudley
Email: hdudley@bentonvillear.com
Address: 405 S. Main ST
Bentonville, Ar 72712

Name:
Email:
Address:

ILS Change Contact(s)
Names(s) and email address of contacts allowed to request ILS changes for your library:

Name: Debra Hobbs
Email: dhobbs@bentonvillear.com

Name:
Email:

Collection Contact(s)
Name(s) and email address of contacts who will work on collection management:

Name: Heather Hays Bullock
Email: hhays@bentonvillear.com

Name: Sue Ann Pekel
Email: spekel@bentonvillear.com

Promotional Materials Contact(s)
Name(s) and email address of contacts to work with our Partner Services Team on promotion:

Name: Heather Hays Bullock
Email: hhays@bentonvillear.com

Name:
Email:

PUBLIC LIBRARY CONNECT

Library Consent Form

LIBRARY INFORMATION

Name of Public Library/Participating Library/Consortium ("Library"): Bentonville Public Library

OverDrive-Hosted Website URL: (ex: mylib.overdrive.com) https://lib2go.overdrive.com/

PRIMARY CONTACT

Name: Hadi Dudley

Title: Library Director

Telephone: 479-271-3194

Email: hdudley@bentonvillear.com

Public Library Connect (PLC) enables students in designated schools within the library's service area to directly access their OverDrive digital collection.

Terms and Conditions:

- The undersigned consents to allowing students from designated schools and/or school districts ("Participating School") to utilize student IDs or school or district sign on credentials to be authenticated and borrow Digital Content from the Library's OverDrive Digital Collection.
- Access for students using PLC is provided to the Library at no cost and does not require any Library integration or other ILS changes.
- Titles checked out by students using PLC will be reported in the Library's Marketplace Checkout report under "Borrowed from: Sora."
- Participating Schools using PLC shall be limited to schools or districts within Library's legal service area and are subject to OverDrive approval. Each Participating School shall execute a consent form to agree to the terms of Library's service agreement with OverDrive.
- The term of PLC shall run concurrent with the Library's OverDrive agreement. In the event of termination or expiration of Library's OverDrive agreement, Participating Schools will no longer have access to PLC.

Sign us up!

On behalf of Library, my signature below indicates acceptance of the above Terms and Conditions, as well as authority for my library to enter into this agreement.

By: (signature) [redacted]

Title: Mayor

Name: (Print) Stephanie Orman

Date: 6/22/20

Please complete this consent form and email to **connect@overdrive.com** or return by fax to **+1 216-573-6889**.

OverDrive

One OverDrive Way, Cleveland, OH 44125 • P: 1+ 216-573-6886 F: 1+ 216-573-6889

©2020 OverDrive, Inc.

OverDrive® Advantage 2.0 Enrollment Form

Shared Collection Information	
Name of Shared Collection:	Arkansas Library 2 Go
URL of Shared Collection:	www.lib2go.overdrive.com

Participating Library Information			
Participating Library Name:	Bentonville Public Library		
Sample Library Card Number (for testing purposes):	20296000061820	PIN (If Applicable):	1234

Participating Library Accounting Contact			
Name:	Vira Kousol	Email:	vkousol@bentonvillear.com
Telephone:	479-271-6771	Fax:	479-271-6775
Address:	405 South Main Street	City Bentonville State AR ZIP	72712

Participating Library Collection Development Contact			
Name:	Heather Hays	Email:	hhays@bentonvillear.com
Telephone:	479-271-5976	Fax:	

☐OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

Terms and Conditions:

- Participating Library must be a current OverDrive customer and participating in an OverDrive consortium or shared collection and have the ability to authenticate library patrons as part of an individual library.
- Participating Library must set up a separate account with OverDrive and will be invoiced separately for their titles.
- Participating Library acknowledges fees or costs related to MARC records, SIP or similar protocol for patron authentication are not included, and shall be at Participating Library's own expense.

Advantage Enrollment Fee:

- The Advantage Enrollment Fee is **$250 USD**. This fee will be applied as an OverDrive Advantage **content credit** Participating Library has access to purchase additional content at any time, as long as account is in good standing.

Advantage Collection Development Requests (Please check or complete all that apply):

- Popular Titles _____ Please specify subjects: _____
- High Consortium Holds _____
- Other (Please specify): _____

Acknowledgement and Acceptance:

- Participating Library requests to be invoiced an amount of **$** 0.00 **USD** *(in addition to $250 Advantage Enrollment Fee)* for a deposit on account with OverDrive for future content collection purchases.
- Participating Library will be invoiced in the amount of **$250 USD** for the OverDrive Advantage Enrollment Fee and agrees to be bound by the OverDrive Advantage Terms and conditions.

Bentonville Public Library (Participating Library Name)

Date: 07/14/2020

By Signature: [redacted]

Name (Print): Mayor Stephanie Orman for Hadi Dudley, Library Director

Email: hdudley@bentonvillear.com

Please complete this Enrollment Form and return by fax (216-573-6889) or email (collectionteam@overdrive.com)

For more information on OverDrive Advantage, please contact collectionteam@overdrive.com

©2018 OverDrive, Inc. One OverDrive Way, Cleveland, OH 44125 Ph: +1 216-573-6886 Fax: +1 216-573-6889

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF EBOOKS FOR THE BENTONVILLE PUBLIC LIBRARY; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED NINETY THOUSAND DOLLARS ($90,000.00), WITH OVERDRIVE, INC. FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, since 2009, the Bentonville Public Library and other regional libraries have contracted with Overdrive, Inc. for digital ebook and downloadable audio access and purchases;

WHEREAS, renewal of this service is necessary to purchase new titles and access existing materials; therefore, competitive bidding is neither practical nor feasible; and

WHEREAS, this agreement will be funded by both budgeted monies and CARES Act grant funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Overdrive, Inc., for the purchase of, and continued access to, digital ebooks and downloadable audios, in an amount not to exceed ninety thousand dollars ($90,000.00);

Section 2: This purchase will be made using budgeted funds not to exceed fifty thousand dollars ($50,000.00) and CARES Act funds not to exceed forty thousand dollars ($40,000.00);

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of, and continued access to, digital ebooks and downloadable audios to expand the Bentonville Public Library's catalog;

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

Attest:

_____
KIRBY ROMINES, City Clerk

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Purchasing**
Submitted by	**Hadi Dudley**
Phone	**479-271-3194**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution to declare five (5) Bibliotheca selfCheck 8420 systems as surplus, to be sold via public online auction. See attached memo for more detail on the items to be declared as surplus and sold.

Estimated Cost	**$0**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

No cost to the City

Bentonville Public Library

Memorandum

TO:	Bentonville City Council, Mayor Stephanie Orman
FROM:	Hadi Dudley, Library Director
CC:	Jake Harper, Finance Director; Gladys Shoemake, Purchasing Manager; and Bonnie Bridges, Associate Staff Attorney
SUBJECT:	A Resolution for the Library to Dispose of Outdated selfCheck Units
DATE:	January 12, 2022

Bentonville Public Library (BPL) seeks City Council approval of a resolution declaring five (5) Bibliotheca selfCheck 8421 units as surplus property.

The library's existing selfCheck units were purchased in 2015 and are being replaced due to outdated hardware and software.

This is a planned replacement where the new and improved selfCheck 1000 systems from Bibliotheca will render the former technology useless.

When the new terminals are delivered and installed, certain technologies will be removed from the outdated units by our IT Department to protect library data. Subsequently, the kiosks will be disposed of according to law via public online auction.

If you have any questions regarding this item, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE BENTONVILLE LIBRARY TO DISPOSE OF OBSOLETE SURPLUS PROPERTY NO LONGER USED BY THE CITY THROUGH INTERNET AUCTION OR OTHER AVAILABLE MEANS; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville has determined that the items identified in **Exhibit A** have become obsolete and are surplus items no longer used by the City;

WHEREAS, the items identified in **Exhibit A** are to be sold by internet auction or through other means whichever nets the highest value; and

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302(e)(1).

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

Section 1: The Bentonville Library may dispose of its items identified in **Exhibit A** through internet auction or other means whichever nets the highest value;

Section 2: A record of all items that are placed and sold through internet auction or by other means, shall be maintained;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
KIRBY ROMINES, CITY CLERK

EXHIBIT "A"

AFFIDAVIT FOR DISPOSAL OF PROPERTY BY AUCTION OF THE BENTONVILLE PUBLIC LIBRARY WHICH HAS BEEN DEEMED OBSOLETE AND SURPLUS

I, Hadi Dudley, Director of the Bentonville Public Library, do hereby certify that the following property of the Bentonville Public Library has become obsolete, is surplus and no longer used by the City, and it is now appropriate to dispose of said property by public or internet auction as specified under Ark. Code Ann. § 14-54-302(e)(1). I hereby certify that I will be responsible for overseeing that the property is properly sold at public or internet auction. The records listed below contain a description of the property to be disposed of by auction.

1. selfCheck machine: Serial No. 84210309
2. selfCheck machine: Serial No. 84210310
3. selfCheck machine: Serial No. 84210361
4. selfCheck machine: Serial No. 84210362
5. selfCheck machine: Serial No. 84210363

[redacted]

Hadi Dudley Date: 1/18/2022

[redacted]

Notary Public Date: 1/18/2022

Commission Expires: 5/24/2026

JANICE E. HOPKINS NOTARY PUBLIC ARKANSAS BENTON COUNTY 12348330 EXPIRES 5-24-2026

Agenda Item Form

Date of City Council Meeting	**1/25/2022**
Department	**Police Department**
Submitted by	**Chief Ray Shastid**
Phone	**479-271-3173**

Item Type: (*Check Applicable Item Type*)

☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Informative update concerning the public safety/city radio system. The City of Bentonville contracted with Tusa Consulting to evaluate our current public safety / city wide radio infrastructure and manage an RFP based on consultation findings. The RFP process is completed and Tusa Consulting will provide an update and radio system recommendation as a result of the RFP finalization. The information provided at this time will be for update purposes on this project which was also part of the 2021 bond extension. Final authorization to enter into a contract and funding will be presented on a future Council agenda.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)* :

Bond initiative, general funds, and future budgets.