



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, April 27, 2021 – 11:00 am
Bentonville Community Center 1101 SW Citizens Circle
BCC Community Rooms

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: April 13, 2021

New Business

1. Bid Award – Boring Services – Travis Matlock, PE (pages 2-48)
- 2A. Bid Award – John Deere Wheel Loader – Nancy Busen (pages 49-78)
- 2B. Resolution – Surplus Item – Nancy Busen
3. Garver Agreement – Composting Pilot Program – Nancy Busen (pages 79-102)
4. Adjournment



Agenda Item Form

Date of City Council Meeting	5/11/2021
Department	Electric
Submitted by	Travis Matlock
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):					
Bid award for the On-Call boring and trenching services to Calcon, Inc. per the attached bid tab.					

Estimated Cost	56,583.50
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



MEMORANDUM

DATE: May 11, 2021

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Bid Award 21-22 Boring/Trenching Bid

Electric Dept. staff recommends awarding bid to Calcon, Inc. per the price breakdown attached to establish the per foot price conduit and pipe installation. This service will be used on an as needed basis for the 2021 year; the contract is renewable annually, upon agreement and approval of each year's budget, for a maximum term of three years.

IFB-21-22 BID TABULATION - BID OPENING: THURSDAY, APRIL 8, 2021 AT 2:00PM

				FORSGREN, INC				BIG M RANCH				CALCON, INC				HICKMAN TRENCHING, CO.			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price		Price		Extended Price		Price		Extended Price		Price		Extended Price	
	Trenching (per linear FT)			Dir (B)	Rock (C)	Dir (A*B)	Rock (A*C)	Dir (B)	Rock (C)	Dir (A*B)	Rock (A*C)	Dir (B)	Rock (C)	Dir (A*B)	Rock (A*C)	Dir (B)	Rock (C)	Dir (A*B)	Rock (A*C)
1	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 35.00	\$ 46.00	\$ 350.00	\$ 460.00	\$ 25.00	\$ 40.00	\$ 250.00	\$ 400.00	\$ 15.00	\$ 28.00	\$ 150.00	\$ 280.00	\$ 18.00	\$ 28.00	\$ 180.00	\$ 280.00
2	2"	10	LF	\$ 35.00	\$ 46.00	\$ 350.00	\$ 460.00	\$ 25.00	\$ 40.00	\$ 250.00	\$ 400.00	\$ 16.50	\$ 30.00	\$ 165.00	\$ 300.00	\$ 20.00	\$ 30.00	\$ 200.00	\$ 300.00
3	3"	10	LF	\$ 40.00	\$ 52.00	\$ 400.00	\$ 520.00	\$ 30.00	\$ 45.00	\$ 300.00	\$ 450.00	\$ 25.50	\$ 34.00	\$ 255.00	\$ 340.00	\$ 30.00	\$ 34.00	\$ 300.00	\$ 340.00
4	4"	10	LF	\$ 48.00	\$ 60.00	\$ 480.00	\$ 600.00	\$ 35.00	\$ 50.00	\$ 350.00	\$ 500.00	\$ 29.75	\$ 38.25	\$ 297.50	\$ 382.50	\$ 40.00	\$ 38.25	\$ 400.00	\$ 382.50
5	5"	10	LF	\$ 54.00	\$ 64.00	\$ 540.00	\$ 640.00	\$ 40.00	\$ 55.00	\$ 400.00	\$ 550.00	\$ 34.00	\$ 42.50	\$ 340.00	\$ 425.00	\$ 50.00	\$ 42.50	\$ 500.00	\$ 425.00
6	6"	10	LF	\$ 60.00	\$ 70.00	\$ 600.00	\$ 700.00	\$ 45.00	\$ 60.00	\$ 450.00	\$ 600.00	\$ 38.25	\$ 46.75	\$ 382.50	\$ 467.50	\$ 60.00	\$ 46.75	\$ 600.00	\$ 467.50
	Trenching Multiple Conduit Installation																		
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	\$ 16.00	\$ 23.00	\$ 160.00	\$ 230.00	\$ 12.00	\$ 20.00	\$ 120.00	\$ 200.00	\$ 6.00	\$ 11.00	\$ 60.00	\$ 110.00	\$ 14.50	\$ 11.00	\$ 145.00	\$ 110.00
8	2"	10	LF	\$ 16.00	\$ 23.00	\$ 160.00	\$ 230.00	\$ 12.00	\$ 20.00	\$ 120.00	\$ 200.00	\$ 8.50	\$ 13.50	\$ 85.00	\$ 135.00	\$ 15.00	\$ 13.50	\$ 150.00	\$ 135.00
9	3"	10	LF	\$ 20.00	\$ 26.00	\$ 200.00	\$ 260.00	\$ 15.00	\$ 22.00	\$ 150.00	\$ 220.00	\$ 10.25	\$ 15.30	\$ 102.50	\$ 153.00	\$ 24.00	\$ 15.30	\$ 240.00	\$ 153.00
10	4"	10	LF	\$ 24.00	\$ 30.00	\$ 240.00	\$ 300.00	\$ 18.00	\$ 25.00	\$ 180.00	\$ 250.00	\$ 13.60	\$ 18.70	\$ 136.00	\$ 187.00	\$ 32.00	\$ 18.70	\$ 320.00	\$ 187.00
11	5"	10	LF	\$ 27.00	\$ 32.00	\$ 270.00	\$ 320.00	\$ 20.00	\$ 28.00	\$ 200.00	\$ 280.00	\$ 17.00	\$ 22.25	\$ 170.00	\$ 222.50	\$ 40.00	\$ 22.25	\$ 400.00	\$ 222.50
12	6"	10	LF	\$ 30.00	\$ 35.00	\$ 300.00	\$ 350.00	\$ 22.00	\$ 30.00	\$ 220.00	\$ 300.00	\$ 20.50	\$ 25.50	\$ 205.00	\$ 255.00	\$ 48.00	\$ 25.50	\$ 480.00	\$ 255.00
	Trenching (w/o Conduit Installation) (per linear FT)																		
13	18"x30"	10	LF	\$ 25.00	\$ 35.00	\$ 250.00	\$ 350.00	\$ 20.00	\$ 35.00	\$ 200.00	\$ 350.00	\$ 15.50	\$ 22.25	\$ 155.00	\$ 222.50	\$ 14.00	\$ 22.25	\$ 140.00	\$ 222.50
14	18"x52"	10	LF	\$ 30.00	\$ 40.00	\$ 300.00	\$ 400.00	\$ 30.00	\$ 45.00	\$ 300.00	\$ 450.00	\$ 20.50	\$ 25.50	\$ 205.00	\$ 255.00	\$ 25.00	\$ 25.50	\$ 250.00	\$ 255.00
	Directional Boring (per linear FT)																		
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 42.00	\$ 54.00	\$ 420.00	\$ 540.00	\$ 40.00	\$ 60.00	\$ 400.00	\$ 600.00	\$ 20.00	\$ 35.00	\$ 200.00	\$ 350.00	\$ 20.00	\$ 35.00	\$ 200.00	\$ 350.00
16	2"	10	LF	\$ 42.00	\$ 54.00	\$ 420.00	\$ 540.00	\$ 40.00	\$ 60.00	\$ 400.00	\$ 600.00	\$ 24.00	\$ 38.00	\$ 240.00	\$ 380.00	\$ 25.00	\$ 38.00	\$ 250.00	\$ 380.00
17	3"	10	LF	\$ 48.00	\$ 60.00	\$ 480.00	\$ 600.00	\$ 45.00	\$ 75.00	\$ 450.00	\$ 750.00	\$ 29.00	\$ 39.00	\$ 290.00	\$ 390.00	\$ 35.00	\$ 39.00	\$ 350.00	\$ 390.00
18	4"	10	LF	\$ 54.00	\$ 68.00	\$ 540.00	\$ 680.00	\$ 50.00	\$ 65.00	\$ 500.00	\$ 650.00	\$ 34.00	\$ 43.00	\$ 340.00	\$ 430.00	\$ 45.00	\$ 43.00	\$ 450.00	\$ 430.00
19	5"	10	LF	\$ 60.00	\$ 72.00	\$ 600.00	\$ 720.00	\$ 55.00	\$ 70.00	\$ 550.00	\$ 700.00	\$ 35.00	\$ 40.00	\$ 350.00	\$ 400.00	\$ 55.00	\$ 40.00	\$ 550.00	\$ 400.00
20	6"	10	LF	\$ 66.00	\$ 78.00	\$ 660.00	\$ 780.00	\$ 60.00	\$ 100.00	\$ 600.00	\$ 1,000.00	\$ 40.00	\$ 55.00	\$ 400.00	\$ 550.00	\$ 65.00	\$ 55.00	\$ 650.00	\$ 550.00
	Water Main (per linear FT)																		
21	16" (.219 Wall Thickness)	10	LF	\$ 220.00	\$ 320.00	\$ 2,200.00	\$ 3,200.00	\$ 162.00	\$ 234.00	\$ 1,620.00	\$ 2,340.00	\$ 170.00	\$ 252.00	\$ 1,700.00	\$ 2,520.00	NO BID	NO BID	N/A	N/A
22	20" (.281 Wall Thickness)	10	LF	\$ 230.00	\$ 330.00	\$ 2,300.00	\$ 3,300.00	\$ 189.00	\$ 252.00	\$ 1,890.00	\$ 2,520.00	\$ 180.00	\$ 260.00	\$ 1,800.00	\$ 2,600.00	NO BID	NO BID	N/A	N/A
23	24" (.344 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00	\$ 234.00	\$ 297.00	\$ 2,340.00	\$ 2,970.00	\$ 185.00	\$ 265.00	\$ 1,850.00	\$ 2,650.00	NO BID	NO BID	N/A	N/A
24	30" (.406 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00	\$ 360.00	\$ 450.00	\$ 3,600.00	\$ 4,500.00	\$ 190.00	\$ 270.00	\$ 1,900.00	\$ 2,700.00	NO BID	NO BID	N/A	N/A
25	36" (.50 Wall Thickness)	10	LF	\$ 260.00	\$ 360.00	\$ 2,600.00	\$ 3,600.00	\$ 441.00	\$ 531.00	\$ 4,410.00	\$ 5,310.00	\$ 195.00	\$ 275.00	\$ 1,950.00	\$ 2,750.00	NO BID	NO BID	N/A	N/A
	Sewer Main (per linear FT)																		
26	16" (.219 Wall Thickness)	10	LF	\$ 240.00	\$ 340.00	\$ 2,400.00	\$ 3,400.00	\$ 162.00	\$ 234.00	\$ 1,620.00	\$ 2,340.00	\$ 180.00	\$ 260.00	\$ 1,800.00	\$ 2,600.00	NO BID	NO BID	N/A	N/A
27	20" (.281 Wall Thickness)	10	LF	\$ 250.00	\$ 350.00	\$ 2,500.00	\$ 3,500.00	\$ 189.00	\$ 252.00	\$ 1,890.00	\$ 2,520.00	\$ 190.00	\$ 270.00	\$ 1,900.00	\$ 2,700.00	NO BID	NO BID	N/A	N/A
28	24" (.344 Wall Thickness)	10	LF	\$ 260.00	\$ 360.00	\$ 2,600.00	\$ 3,600.00	\$ 234.00	\$ 297.00	\$ 2,340.00	\$ 2,970.00	\$ 195.00	\$ 275.00	\$ 1,950.00	\$ 2,750.00	NO BID	NO BID	N/A	N/A
29	30" (.406 Wall Thickness)	10	LF	\$ 270.00	\$ 370.00	\$ 2,700.00	\$ 3,700.00	\$ 360.00	\$ 450.00	\$ 3,600.00	\$ 4,500.00	\$ 200.00	\$ 280.00	\$ 2,000.00	\$ 2,800.00	NO BID	NO BID	N/A	N/A
30	36" (.50 Wall Thickness)	10	LF	\$ 280.00	\$ 380.00	\$ 2,800.00	\$ 3,800.00	\$ 441.00	\$ 531.00	\$ 4,410.00	\$ 5,310.00	\$ 205.00	\$ 285.00	\$ 2,050.00	\$ 2,850.00	NO BID	NO BID	N/A	N/A
				TOTAL BID PRICE CALCULATION															
				DIRT - Subtotal of Extended Prices		\$ 32,720.00		DIRT - Subtotal of Extended Prices		\$ 34,110.00		DIRT - Subtotal of Extended Prices		\$ 23,428.50		DIRT - Subtotal of Extended Prices		\$ 6,755.00	
				ROCK - Subtotal of Extended Prices			\$ 44,680.00	ROCK - Subtotal of Extended Prices			\$ 44,730.00	ROCK - Subtotal of Extended Prices			\$ 33,155.00	ROCK - Subtotal of Extended Prices			\$ 6,235.00
				TOTAL BID PRICE: \$ 77,400.00_				TOTAL BID PRICE: \$ 78,840.00_				TOTAL BID PRICE: \$ 56,583.50_				TOTAL BID PRICE: \$ 12,990.00_			
				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS ABOVE)			

*The Hickman Trenching totals were calculated in Purchasing; Hickman Trenching did not provide the total amounts in their Bid Submission. The Department is not able to execute a contract for partial work amounts.



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATES: March 21, 2021

NOTICE TO BIDDERS **BORING & TRENCHING SERVICES** Invitation For Bid (IFB)-21-22

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly experienced, capable and licensed contractors to provide boring and trenching services to the City on an as needed basis. The awarded Contract will be available for use by all City Departments in need of these services; however, the primary Departments utilizing this Contract will be the Water and Electric Utilities Departments. The awarded Bidder will be required to sign a binding contract with the City for an initial one (1) year term, renewable annually upon mutual written agreement for a total maximum term not to exceed three (3) years. Contractors must be properly insured, bonded and licensed, as required in the bidding documents, to perform services in the State of Arkansas.

The City reserves the right to reject any or all bids and to waive informalities.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, from the Purchasing Office located at the address below, or by downloading the documents from the City's website by visiting <http://bentonvillear.com/211/Purchasing> and selecting 'Review Open Bids'. 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 Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. 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-21-22 held at 2:00pm on Thursday, April 8, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A103 on the 1st 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 bid submissions will be rejected, without exception.

Interested parties may contact the Purchasing Office with any questions regarding submission details for this solicitation by calling (479) 271-3115 or by emailing purchasing@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-22	Date of Issuance:	March 21, 2021
Description:	Boring and Trenching Services		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	APRIL 8, 2021 AT 2:00 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Temporary Bid Opening Room – 1 st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A 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 14 th 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:	April 2 – 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to</i> purchasing@bentonvillear.com.	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

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: Calcon, Inc. Phone Number: 479-273-5558

Business Address (Full Street/City/State/Zip): 10620 Hwy. 72 W, Bentonville, AR 72712

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ☒ Yes ☐ No

Name of Contact Person: Jack Moody Email: jack@calconinc.com

Signature of Authorized Person:  Date: 4/7/21

Printed or Typed Name: Jonathan Callis Title: Vice-President

Arkansas Contractors License Number: 0180570421 (REQUIRED)

Sales or Use Tax ID Number: 71-0790227

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 OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

**The City of Bentonville Purchasing Office has
moved to:**

**City of Bentonville
Administrative Services Building
2nd Floor
1000 SW 14th Street
Bentonville, AR 72712**



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

INTENT

The intent of this Invitation for Bid (IFB) is to enter into contract with a qualified, capable, properly licensed and experienced contractor to provide boring and trenching services to the City, as needed. The contract will be available for city-wide use; however, the Bentonville Electric Utility Department and Water Department will be the primary users of the contract. The awarded contract will be for a one (1) year term, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

REQUIRED RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Proof that Bidder maintains or is able to obtain the insurance requirements specified herein.
- Proof that Bidder is Licensed, Bonded and Insured to perform the services described herein, in the State of Arkansas.

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

APPENDICES

- **Appendix A: BEUD Detail Pages – Specifications**
- **Appendix B: Bidder Qualifications**

CONTRACT TERM:

The awarded Bidder will be required to enter into a binding contract with the City to provide the boring and trenching services, on an as-needed basis, for a one (1) year term, renewable annually upon mutual written agreement for a total contract term not to exceed three (3) years.

INSURANCE

Bidders are required to include proof of their ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their bid submission. Bid submittals that do not include proof of Bidder's ability to obtain the required insurance may be rejected. The awarded Bidder shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Bidder's performance of the work; whether it is to be performed by the awarded Bidder, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive General Liability (Broad Form): \$1,000,000.00 – Each Occurrence



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

SCOPE

The City of Bentonville, Arkansas is soliciting bids for Boring and Trenching services to be provided to the City of Bentonville on an as needed bases for an annual term, renewable in one year increments for a maximum term of three years. The contract will be available for use city-wide; however, the Bentonville Electric Utilities Department (BEUD) and Water Utilities Department will be the primary users.

DATE OF AVAILABILITY TO BEGIN SERVICES

The City Of Bentonville requests that the awarded Bidder be prepared to begin the Boring and Trenching services within three (3) weeks from the date the Notice of Award is issued. The exact date that services will begin will be coordinated between the Bentonville Electric Utilities Department and the awarded Bidder. If this schedule cannot be met, bidder must state the number of days required, after the Notice of Award, to initiate services. Failure to state a date of availability obligates bidder to be available within the City's requested timeline. Extended dates for availability may be considered when in the best interest of the City.

Available to begin services within 14 days from the date the Notice of Award is issued.

REFERENCES & EVALUATION

The City reserves the right to request references from Bidders, to contact those references, and to utilize the information gained in the evaluation of bids. Additionally, the City reserves the right to inspect Bidder's equipment to be used to ensure that Bidder maintains the proper equipment to complete the work as specified.

The City reserves the right to evaluate Bid based upon the Bidder's prior performance with the City.

INVOICING

The awarded Bidder shall provide an invoice to the City's designated contact for approval, for work completed. Invoices must list the Line Item Number for the Line Items included on the Bid Price Form herein for each invoiced item.

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712

The City will provide payment, by check, within fourteen (14) days of receipt of an approved invoices from the Department/designated contact. Failure to submit invoices properly may result in delayed payment.

PAYMENT TERMS



Net 30 days



Other: _____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

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.

DAMAGES

Any damage occurring to City(public) or private property within the worksite or otherwise resulting from the awarded Bidder's performance of the work described herein shall be corrected at the awarded Bidder's expense.

(This space has been intentionally left blank)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

Contractor/Vendor Disclosure

Company Name: Calcon, Inc.

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

X Yes No

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

Immediate Relation includes:

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

Tony Howard

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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

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

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

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

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

In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidders as determined by the City through the bid evaluation process.

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

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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

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



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

SPECIFICATIONS SECTION

Bidder must indicate that their services will meet the specifications, as specified, by placing an “x” in the designated space. Bidder must also provide additional information where indicated.

Bids should be based on the following bid specifications:

The following contains standard requirements that shall apply to all conduit installations (whether installed by boring or trenching), when installed for BEUD. These requirements shall be taken into account while preparing the bid documents.

Detail pages referenced in the Specifications below (ex. DS-1406) are included in this IFB document as **APPENDIX A**, and shall be considered as part of the Specifications to IFB-21-22.

Specification Line Number	City's Specification	Place an “X” indicating AS SPECIFIED.	Place an “X” indicating NOT AS SPECIFIED
1	The City reserves the right to request quotes from the awarded Bidder, to determine exact or estimated total costs for specific boring and trenching projects.	X	
2	Invoicing shall reference the line item number indicated on the Pricing Sheet contained herein.	X	
3	All per foot conduit installation costs shall be end to end, including all turn-ups into devices, elbows, and couplings , per DS-1419.	X	
4	The trenching price shall include all specifications , per detail DS-1403-1404.	X	
5	Any two-man crew per hour charges shall be approved in writing, by the designated representative for the City, prior to any invoices being submitted for these charges.	X	
6	City will provide C.I.C. (conductor in conduit) to be installed by Contractor.	X	
7	When installing multiple conduit sizes by boring, the price shall be established by the largest conduit installation, and all subsequent conduit installations shall be reduced by 50% (fifty percent) . (Clarification: when installing a 6” and 4” (six inch and four inch), the price shall be established by the full 6” price plus 50% of the 4” installation costs).	X	
8	No roll pipe shall be turned up at a power pole, per detail DS-1419A.	X	
9	When boring, contractor shall apply coupling and one (1) stick of Schedule 40 PVC per detail DS-1419B.	X	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

Specification Line Number	City's Specification	Place an "X" indicating AS SPECIFIED.	Place an "X" indicating NOT AS SPECIFIED
10	End of pipe shall be marked with stubbed up conduit (same size of conduit installed) painted red, per detail DS-1419C.	X	
11	Cantex poly plugs or other City approved industry standard cap shall be used to cover the end of conduits. Duct Tape is not allowed.	X	
12	Contractor will place mule tape in bore pipe, and upon request by BEUD.	X	
13	Contractor shall refer to BEUD Specification Sec. 7.10.12 for ROW (Right of Way) Permit when boring in City of Bentonville ROW. BEUD Specifications can be found on the City of Bentonville website or may be requested.	X	
14	BEUD requires 24 hours' notice for delivery of BEUD supplied materials, when applicable.	X	
15	DS-1403* TRENCH DETAIL IN GREEN SPACE	X	
16	DS-1404* TRENCH DETAIL IN ASPHALT	X	
17	DS-1405* SINGLE PHASE TRANSFORMER SITE REQUIREMENTS	X	
18	DS-1406* SINGLE PHASE TRANSFORMER PAD SMALL THAN 100kVA	X	
19	Ds-1407* single phase transformer pad 100kVA AND LARGER	X	
20	DS-1411* SINGLE PHASE PRIMARY JUNCTION BOX SLEEVE	X	
21	DS-1412* THREE PHASE 200A PRIMARY JUNCTION BOX SLEEVE	X	
22	DS-1413* THREE PHASE 600A PRIMARY JUNCTION BOX SLEEVE	X	
23	DS-1414* SECONDARY JUNCTION BOX	X	
24	DS-1414-1* THREE PHASE SECONDARY JUNCTION BOX	X	
25	DS-1419 CONDUIT INSTALLATION DETAILS	X	
26	DS-1420 PADMOUNT SWITCHGEAR VAULT ASSEMBLY	X	
27	DS-1420A PADMOUNT SWITCHGEAR VAULT FOOTER	X	
28	DS-1420B PADMOUNT SWITCHGEAR BOTTOM SLEEVE	X	
29	DS-1420C PADMOUNT SWITCHGEAR TOP SLEEVE	X	
30	DS-1608 ADSS FIBER HANDHOLE 30"x48"x36" (FIBER INSTALLATIONS ONLY)	X	
31	DS-1609 ADSS FIBER HANDHOLE 30"x48"x24" (FIBER INSTALLATIONS ONLY)	X	
32	DS-1610 ACTIVE CABINET SLAB (FIBER INSTALLATIONS ONLY)	X	
33	DS-1611 PASSIVE CABINET BASE (FIBER INSTALLATIONS ONLY)	X	
34	DS-1615 FOAM SEALING MAXCELL IN CONDUIT (FIBER INSTALLATIONS ONLY)	X	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

BID PRICE FORM
IFB-21-22
BORING & TRENCHING SERVICES

Bid prices shall include the total of all costs, including but not limited to: all tax, delivery fees, transportation fees, labor, and materials, equipment and maintenance of the equipment, overhead, profit, insurance, fuel and all other costs to the City of Bentonville, Arkansas.

The City of Bentonville Sales Tax rate is 9.5%; the City of Bentonville is NOT exempt from paying Sales Tax.

Quantities specified are estimates, used for the purpose of calculating a Total Bid Price.

In the event that any two bidders submit the same total bid price, the award will be granted to the most responsible bidder.

The City reserves the right to cancel the solicitation or award at any time in accordance with the City's best interests.

The Bid Award will be based on the lowest and most responsible Total Bid Price, used for comparison purposes only. The awarded Bidder will be compensated only for work completed.

The Bid Award will be based on the pricing submitted by Bidder in the 'TOTAL BID PRICE CALCULATION' Section of the following IFB-21-22 Bid Price Form. The 'Other Services/Miscellaneous Pricing' Section shall not be included in the Total Bid Price; however, this pricing shall dictate the cost for these services as needed throughout the contract term.

There shall be no change in prices bid (including both pricing sections) at any time throughout the initial term of the contract or for any renewal year.

[IFB-21-22 BID PRICE FORM CONTINUES ON THE FOLLOWING PAGE]

IFB-21-22 BID PRICE FORM

Bid prices shall include the total of all costs, including but not limited to: all tax, delivery fees, transportation fees, labor, and materials and all other costs to the City of Bentonville, Arkansas.

The City of Bentonville Sales Tax rate is 9.5%.

The award will be based on the Total Bid Price, calculated from the 'Total Bid Price Calculation Section'. The Total Bid Price will be used for comparison purposes only. The awarded Bidder will be compensated only for work completed.

Quantities specified are estimates, used for the purpose of calculating a Total Bid Price.

In the event that any two bidders submit the same total bid price, the award will be granted to the most responsible bidder as determined by the City in the bid evaluation process.

Other Services/Miscellaneous Pricing Section

The pricing in this section shall specify the contract pricing for other services and miscellaneous items related to the boring and trenching services, as needed, throughout the term of the awarded contract.

This section is not included in the calculation of the Total Bid Price.

				(When completing, note that * is used for multiplication)			
Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Bore Pit (per vertical FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	Depth more than 8'	1	Vertical Foot	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00
	Micellaneous						
2	2-Man Crew Labor	10	per hour	\$ 300.00	\$ 300.00	\$ 3,000.00	\$ 3,000.00
3	Placing SWGR Vaults	10	Each	\$ 3,750.00	\$ 4,750.00	\$ 37,500.00	\$ 47,500.00
4	Placing Comcast (fiberglass) JB	10	Each	\$ 475.00	\$ 575.00	\$ 4,750.00	\$ 5,750.00
5	Placing Single Phase Transformer Pads	10	Each	\$ 350.00	\$ 350.00	\$ 3,500.00	\$ 3,500.00
6	Placing Secondary Pedestals	10	Each	\$ 300.00	\$ 300.00	\$ 3,000.00	\$ 3,000.00
7	8" Direction Bore	10	LF	\$ 150.00	\$ 275.00	\$ 1,500.00	\$ 2,750.00
8	Mule Tape (only in bore pipe/upon request)	10	LF	\$ 2.00	\$ 2.00	\$ 20.00	\$ 20.00
9	Sawcut, Remove/Replace Concrete (4"-6")	10	SF	\$ 35.00	\$ 35.00	\$ 350.00	\$ 350.00
10	Sawcut, Remove/Replace Asphalt (2"-3")	10	SF	\$ 35.00	\$ 35.00	\$ 350.00	\$ 350.00
11	Place Fiber Optic Handhole 30"x48"x36"	10	Each	\$ 600.00	\$ 750.00	\$ 6,000.00	\$ 7,500.00
12	Place Fiber Optic Handhole 30"x48"x24"	10	Each	\$ 525.00	\$ 675.00	\$ 5,250.00	\$ 6,750.00
13	Place Passive Cabinet Base	10	Each	\$ 450.00	\$ 600.00	\$ 4,500.00	\$ 6,000.00
14	Pour Active Cabinet Concrete Base	10	Each	\$ 1,350.00	\$ 1,350.00	\$ 13,500.00	\$ 13,500.00
15	Place Maxcell (For fiber installs only)	10	LF	\$ 5.50	\$ 5.50	\$ 55.00	\$ 55.00
16	Place Tracer Wire (For fiber installs only)	10	LF	\$ 2.00	\$ 2.00	\$ 20.00	\$ 20.00

IFB-21-22 BID PRICE FORM

TOTAL BID PRICE CALCUTATION SECTION

The bid award will be based on the pricing included in this 'Total Bid Price Calculation Section', for the primary boring and trenching services. The Total Bid Price will be used for comparison purposes only and is not a guarentee of quantities. The awarded Bidder will be compensated only for work completed.

*(When completing, note that * is used for multiplication)*

Line Item	Item Description	Estimated Quantity (A)	Unit	Price		Extended Price	
	Trenching (per linear FT)			Dirt (B)	Rock (C)	Dirt (A*B)	Rock (A*C)
1	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 15.00	\$ 28.00	\$ 150.00	\$ 280.00
2	2"	10	LF	\$ 16.50	\$ 30.00	\$ 165.00	\$ 300.00
3	3"	10	LF	\$ 25.50	\$ 34.00	\$ 255.00	\$ 340.00
4	4"	10	LF	\$ 29.75	\$ 38.25	\$ 297.50	\$ 382.50
5	5"	10	LF	\$ 34.00	\$ 42.50	\$ 340.00	\$ 425.00
6	6"	10	LF	\$ 38.25	\$ 46.75	\$ 382.50	\$ 467.50
	Trenching Multiple Conduit Installation						
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	\$ 6.00	\$ 11.00	\$ 60.00	\$ 110.00
8	2"	10	LF	\$ 8.50	\$ 13.50	\$ 85.00	\$ 135.00
9	3"	10	LF	\$ 10.25	\$ 15.30	\$ 102.50	\$ 153.00
10	4"	10	LF	\$ 13.60	\$ 18.70	\$ 136.00	\$ 187.00
11	5"	10	LF	\$ 17.00	\$ 22.25	\$ 170.00	\$ 222.50
12	6"	10	LF	\$ 20.50	\$ 25.50	\$ 205.00	\$ 255.00
	Trenching (w/o Conduit Installation) (per linear FT)						
13	18"x30"	10	LF	\$ 15.50	\$ 22.25	\$ 155.00	\$ 222.50
14	18"x52"	10	LF	\$ 20.50	\$ 25.50	\$ 205.00	\$ 255.00
	Directional Boring (per linear FT)						
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	\$ 20.00	\$ 35.00	\$ 200.00	\$ 350.00
16	2"	10	LF	\$ 24.00	\$ 38.00	\$ 240.00	\$ 380.00
17	3"	10	LF	\$ 29.00	\$ 39.00	\$ 290.00	\$ 390.00
18	4"	10	LF	\$ 34.00	\$ 43.00	\$ 340.00	\$ 430.00
19	5"	10	LF	\$ 35.00	\$ 40.00	\$ 350.00	\$ 400.00
20	6"	10	LF	\$ 40.00	\$ 55.00	\$ 400.00	\$ 550.00
	Water Main (per linear FT)						
21	16" (.219 Wall Thickness)	10	LF	\$ 170.00	\$ 252.00	\$ 1,700.00	\$ 2,520.00
22	20" (.281 Wall Thickness)	10	LF	\$ 180.00	\$ 260.00	\$ 1,800.00	\$ 2,600.00
23	24" (.344 Wall Thickness)	10	LF	\$ 185.00	\$ 265.00	\$ 1,850.00	\$ 2,650.00
24	30" (.406 Wall Thickness)	10	LF	\$ 190.00	\$ 270.00	\$ 1,900.00	\$ 2,700.00
25	36" (.50 Wall Thickness)	10	LF	\$ 195.00	\$ 275.00	\$ 1,950.00	\$ 2,750.00
	Sewer Main (per linear FT)						
26	16" (.219 Wall Thickness)	10	LF	\$ 180.00	\$ 260.00	\$ 1,800.00	\$ 2,600.00
27	20" (.281 Wall Thickness)	10	LF	\$ 190.00	\$ 270.00	\$ 1,900.00	\$ 2,700.00
28	24" (.344 Wall Thickness)	10	LF	\$ 195.00	\$ 275.00	\$ 1,950.00	\$ 2,750.00
29	30" (.406 Wall Thickness)	10	LF	\$ 200.00	\$ 280.00	\$ 2,000.00	\$ 2,800.00
30	36" (.50 Wall Thickness)	10	LF	\$ 205.00	\$ 285.00	\$ 2,050.00	\$ 2,850.00
TOTAL BID PRICE CALCULATION							
				DIRT - Subtotal of Extended		\$ 23,428.50	\$ _____
				ROCK - Subtotal of Extended		\$ _____	\$ 33,155.00
				TOTAL BID PRICE: \$ _____ 56,583.50 _____			
				(SUM OF DIRT AND ROCK EXTENDED PRICE SUBTOTALS			



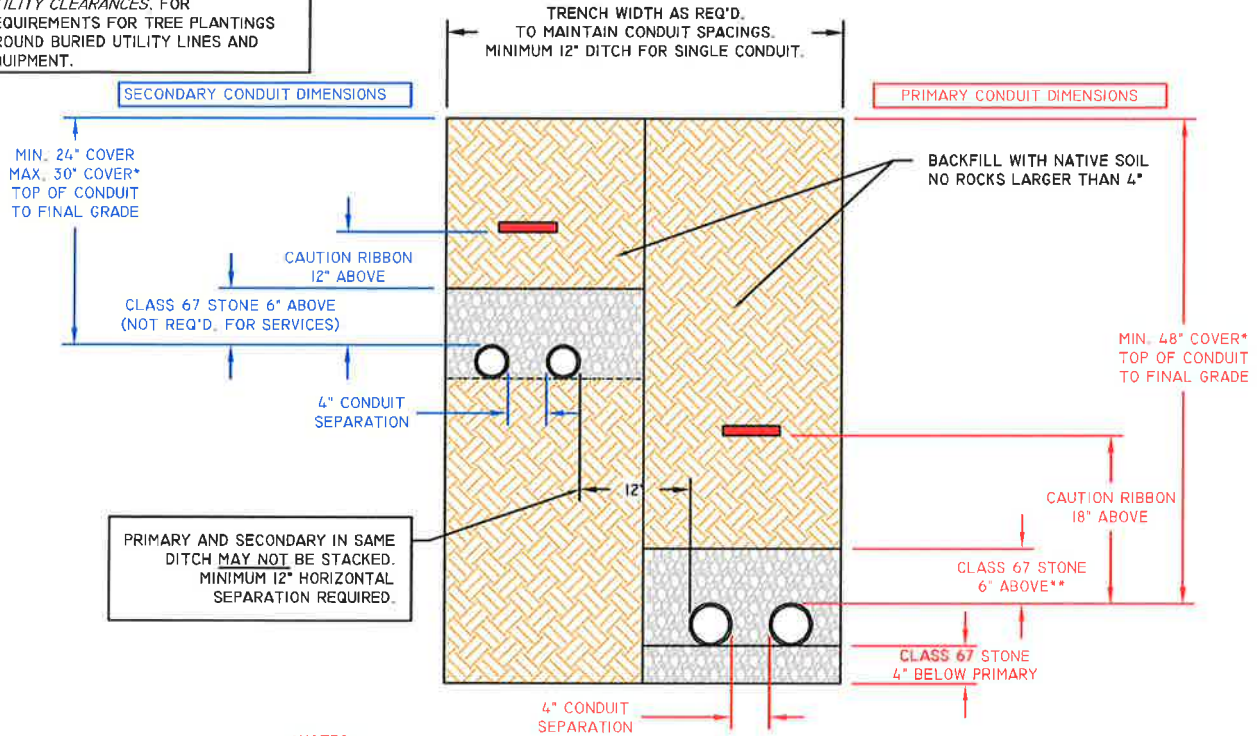
CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

APPENDIX A

BEUD Detail Pages – Specifications

TYPICAL ELECTRIC CONDUIT TRENCH IN GREEN SPACE

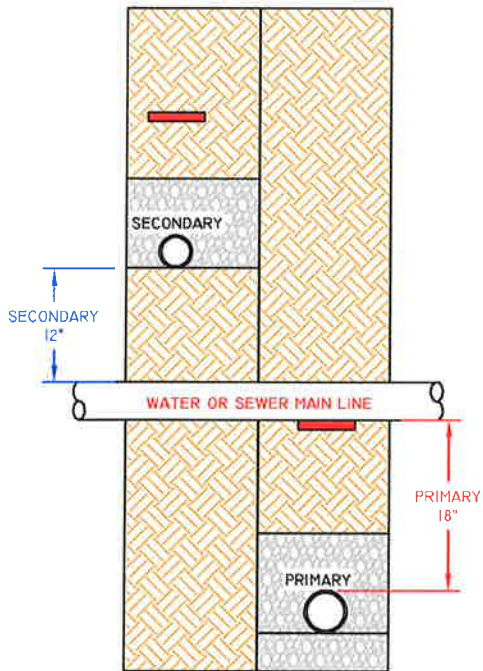
REFER TO BENTONVILLE SUBDIVISION CODE SECTION 14.00.12 (AS CURRENTLY AMENDED), LANDSCAPING LOCATION AND UTILITY CLEARANCES, FOR REQUIREMENTS FOR TREE PLANTINGS AROUND BURIED UTILITY LINES AND EQUIPMENT.



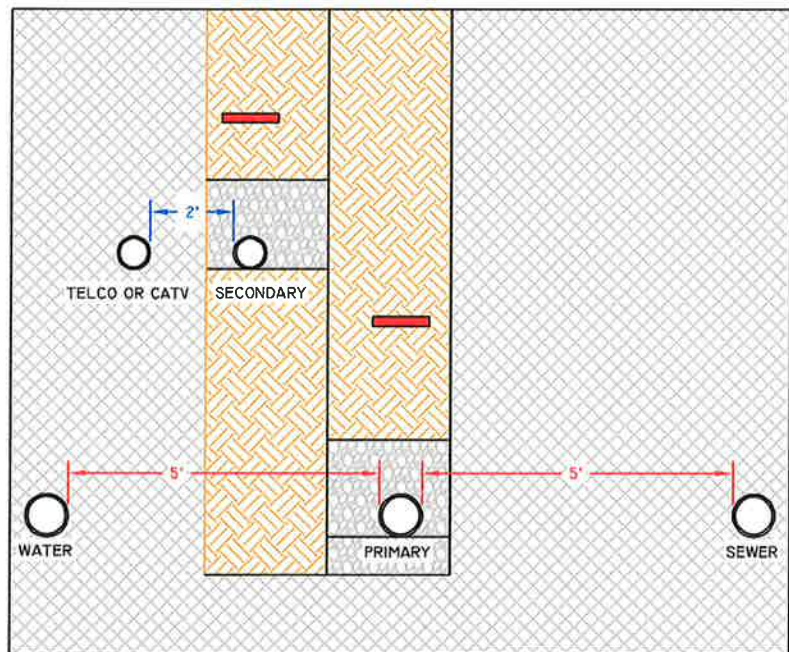
*NOTES:

- * ANY VARIANCE IN CONDUIT DEPTH FROM GIVEN DIMENSIONS MUST BE APPROVED BY BEUD.
- ** 18" OF CLASS 67 STONE MAY BE USED BETWEEN TOP OF PRIMARY CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL. SB-2 IS NOT ALLOWED.

VERTICAL SEPARATION BETWEEN ELECTRIC CONDUITS CROSSING WATER OR SEWER MAIN LINE

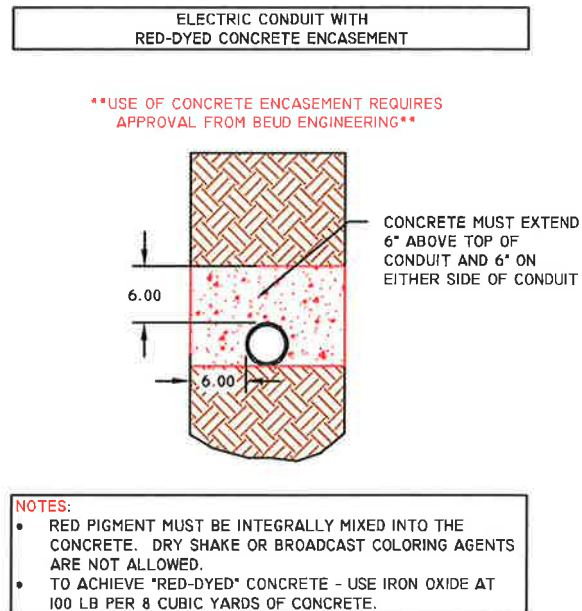
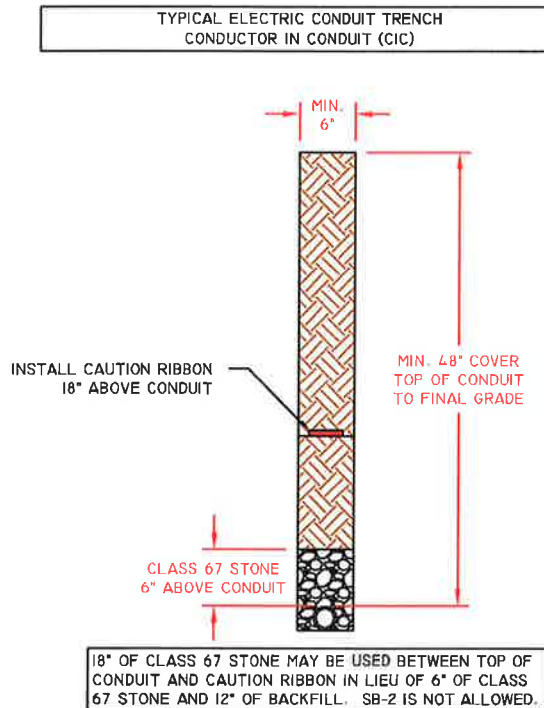
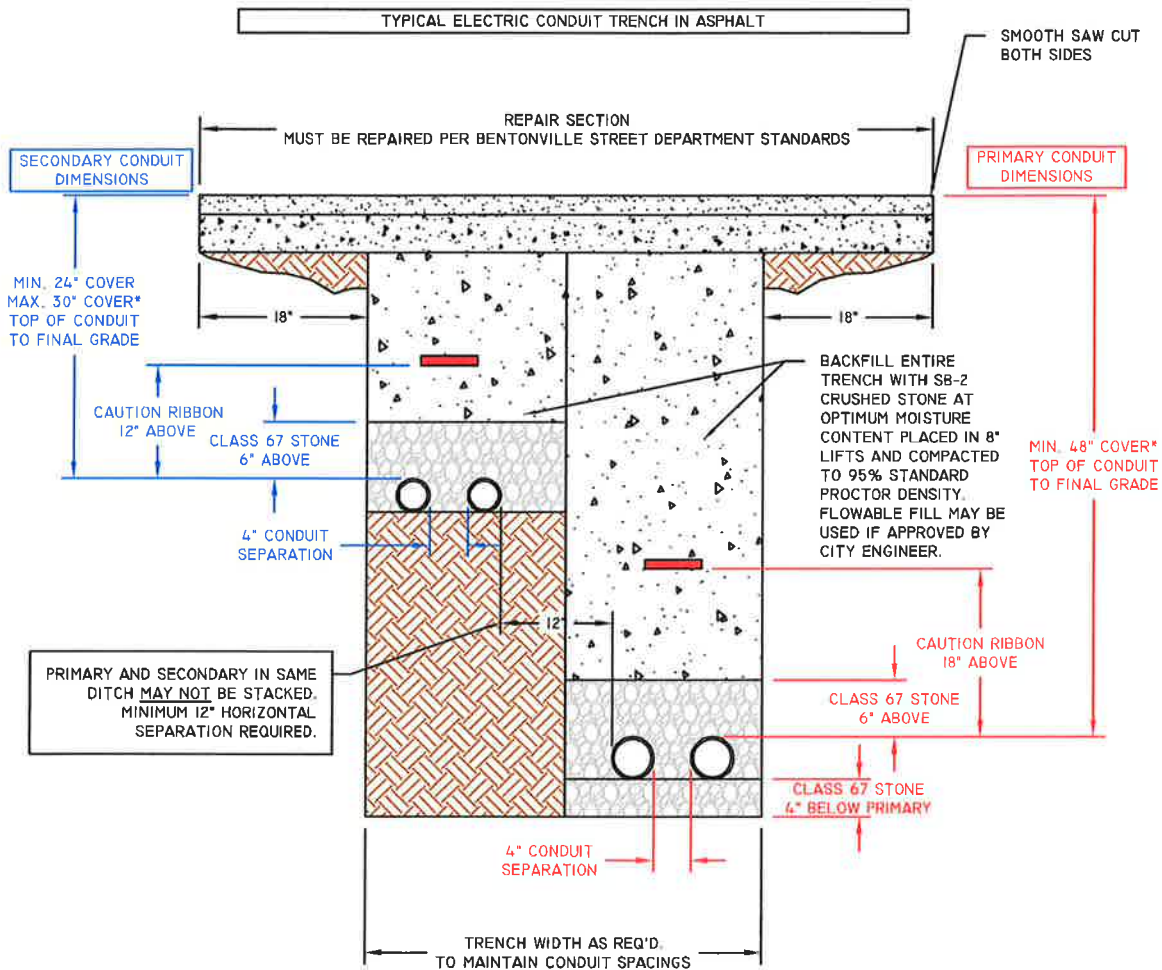


HORIZONTAL SEPARATION FOR ELECTRIC CONDUITS RUNNING PARALLEL TO OTHER UTILITIES



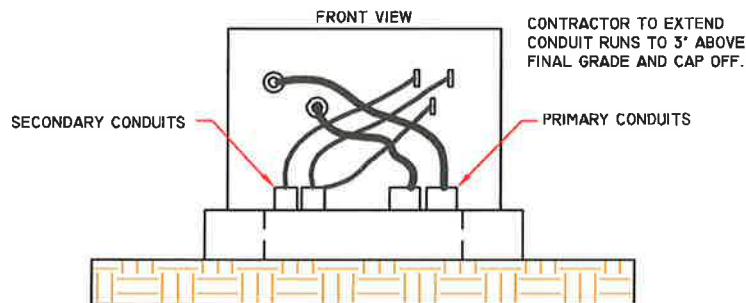
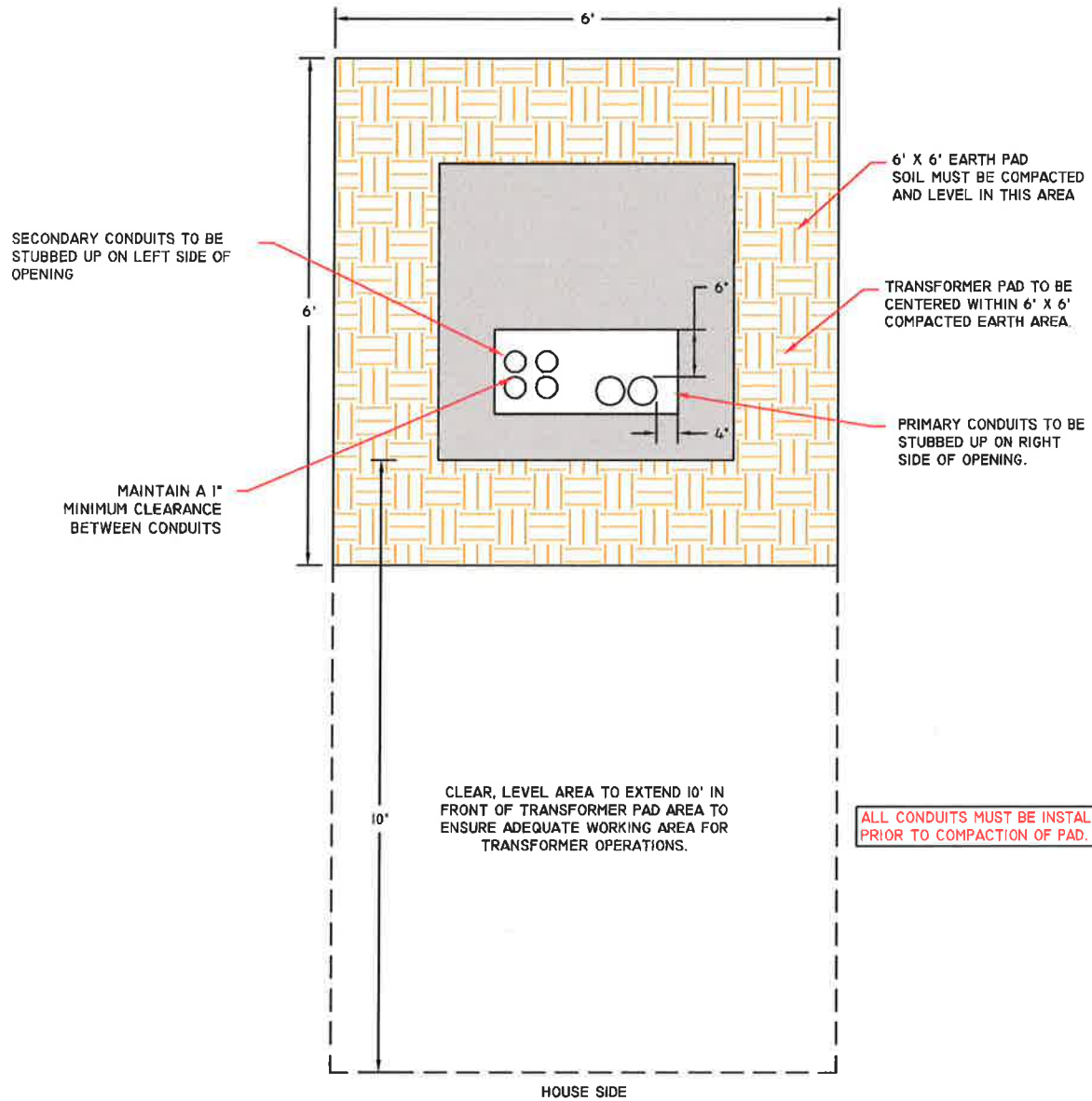
BEUD CLEARANCE FROM CONDUIT TO GAS LINES IS MINIMUM 12". CONTACT BLACK HILLS ENERGY TO DETERMINE IF THERE ARE MORE STRINGENT CLEARANCE REQUIREMENTS BASED ON THE TYPE OF GAS LINE.





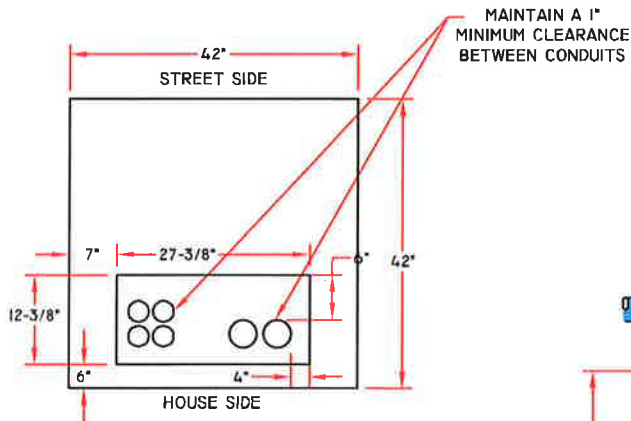
PER BEUD SPEC 10.11.9, THE USE OF RED-DYED CONCRETE IS ONLY APPLICABLE TO
PRIMARY AND SECONDARY CONDUITS - NOT SERVICES.

PLAN VIEW ROAD SIDE

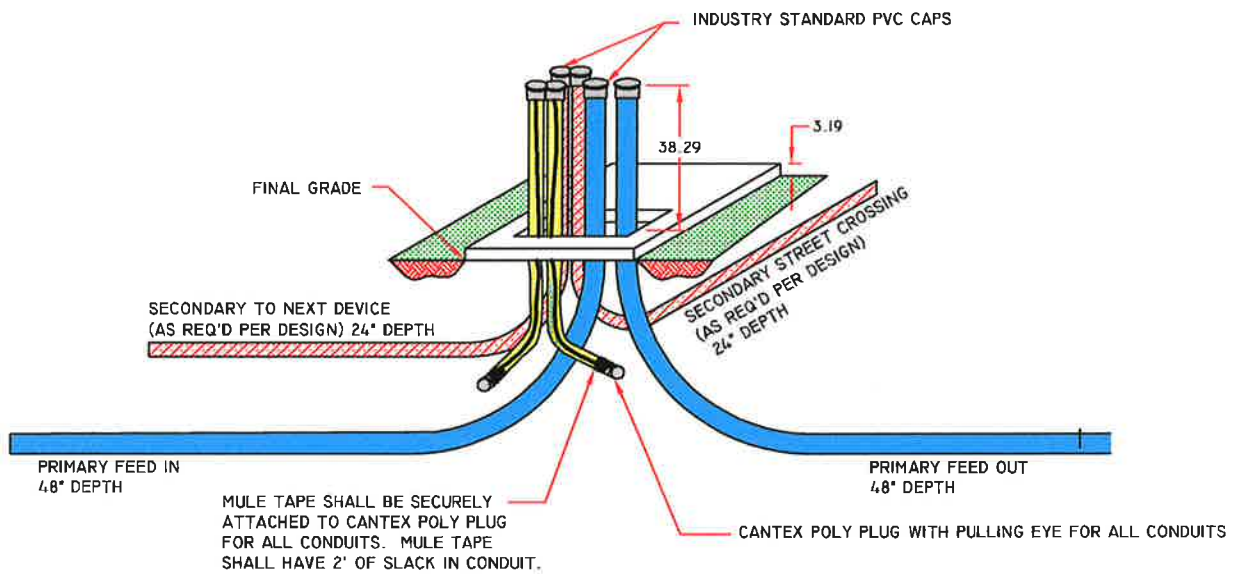
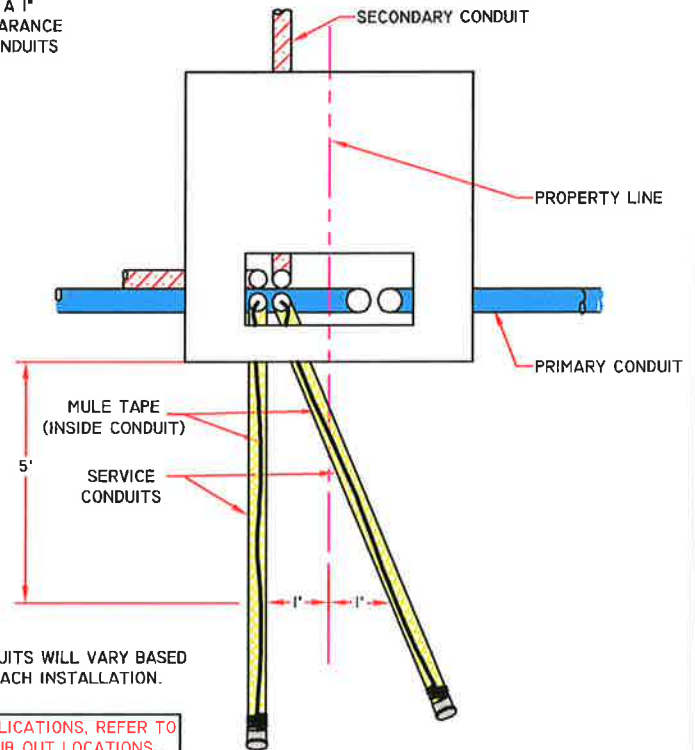


FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4) CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

PLAN VIEW - PAD DIMENSIONS

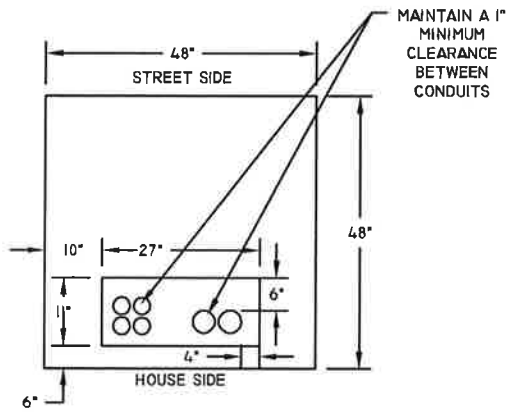


PLAN VIEW - CONDUIT LAYOUT



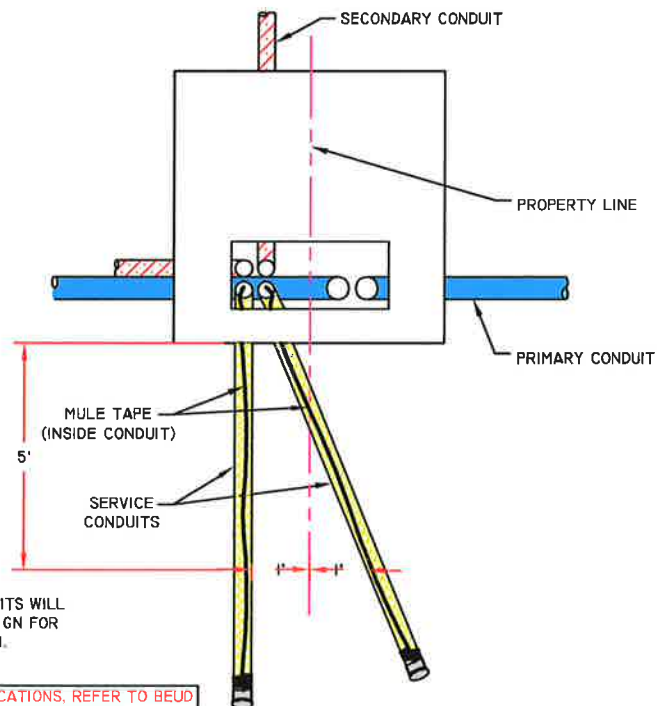
FOR CT APPLICATIONS, A MAXIMUM OF FOUR (4)
CONDUITS ALLOWED UNLESS APPROVED BY BEUD.

PLAN VIEW - PAD DIMENSIONS

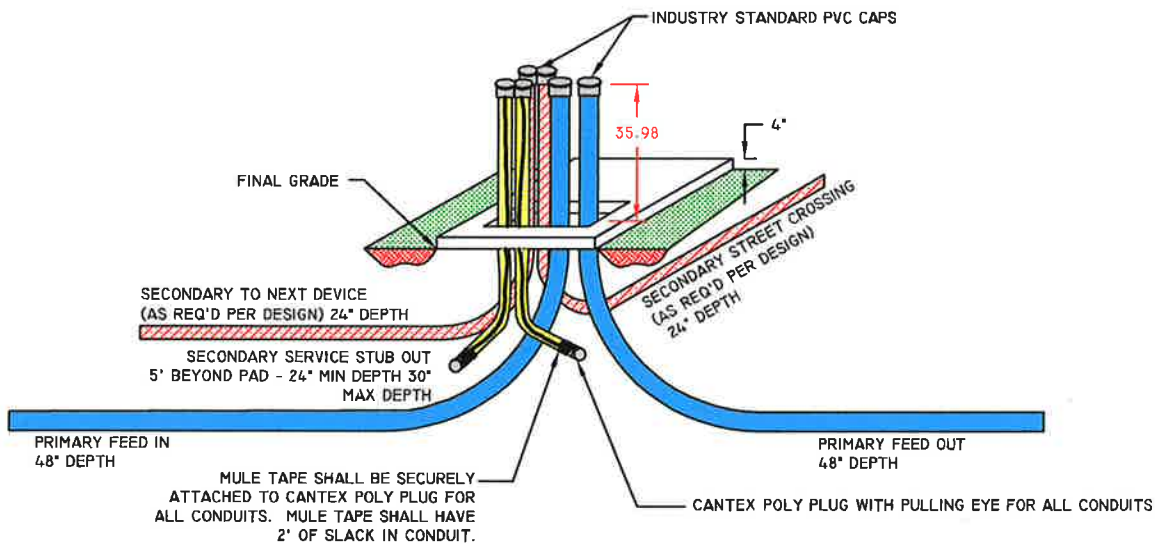


AT 5' OFF TRANSFORMER PAD,
CONDUITS SHALL BE 1' PROPERTY
LINE

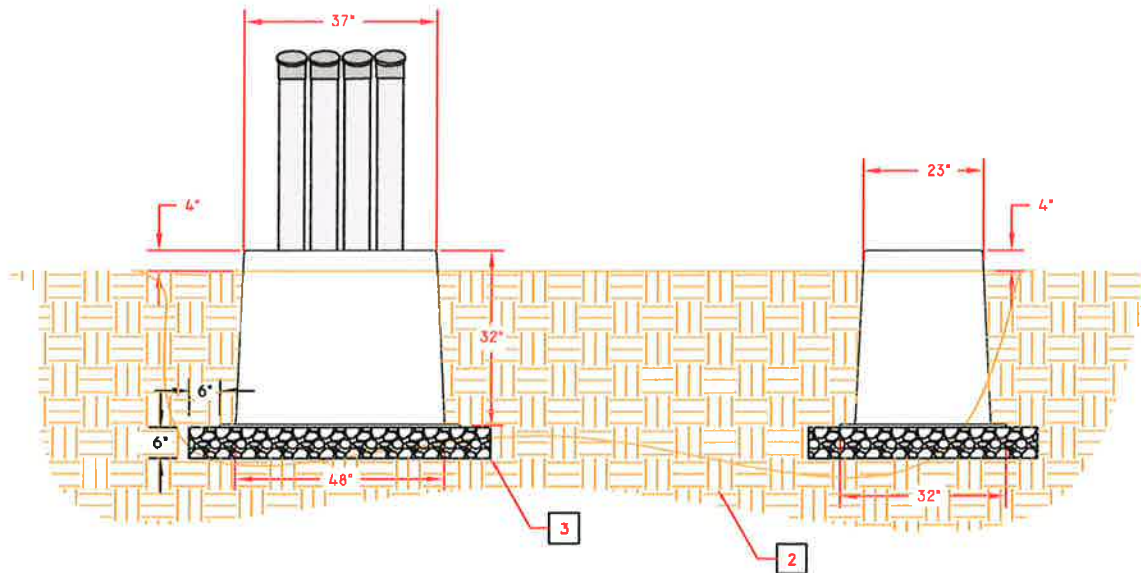
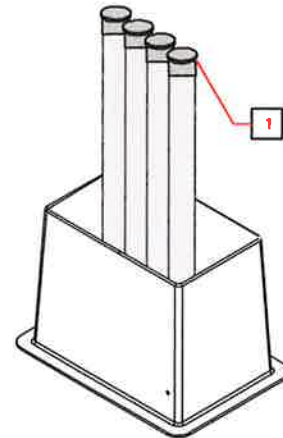
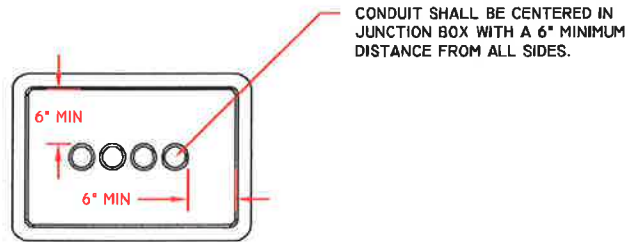
PLAN VIEW - CONDUIT LAYOUT



FOR ZERO LOT LINE APPLICATIONS, REFER TO BEUD
LAYOUT FOR STUB OUT LOCATIONS.

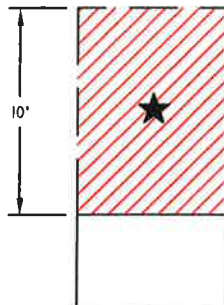


MAP SYMBOL



NOTES:

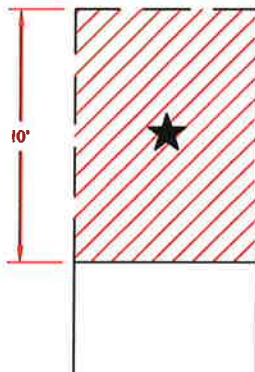
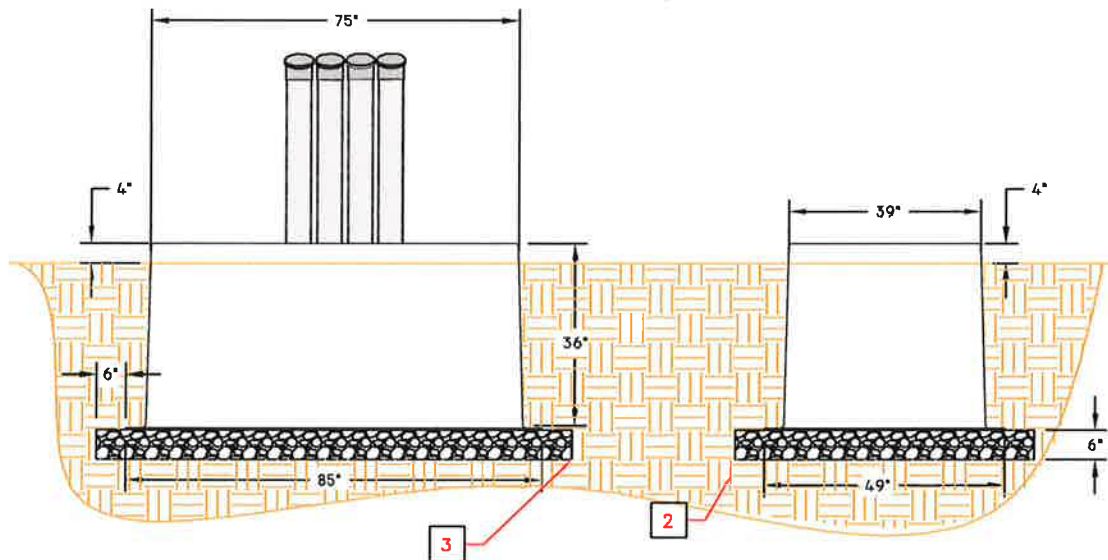
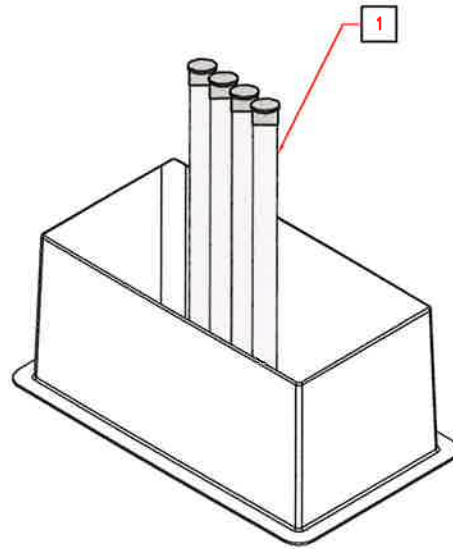
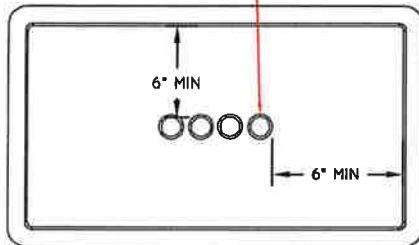
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.



MAP SYMBOL

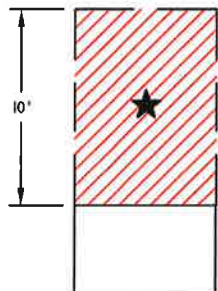
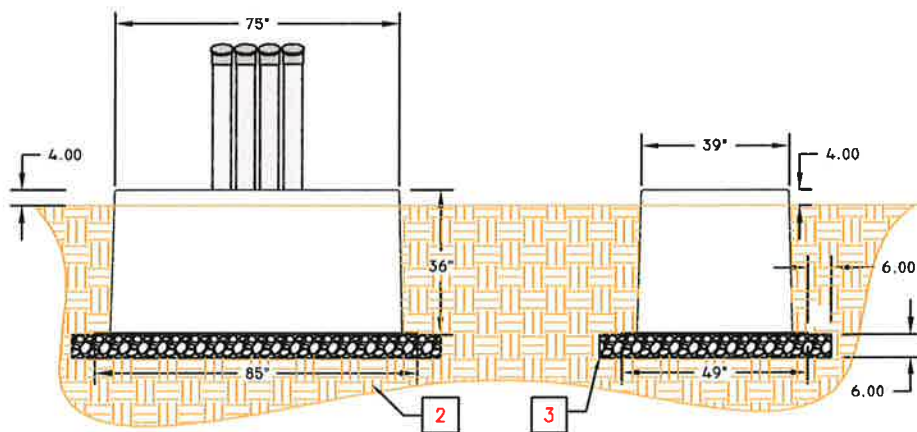
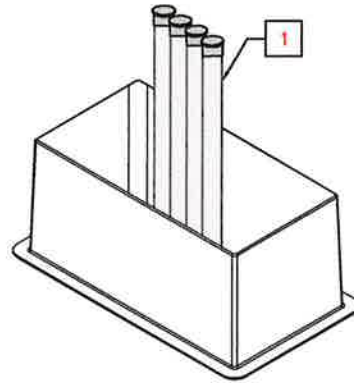
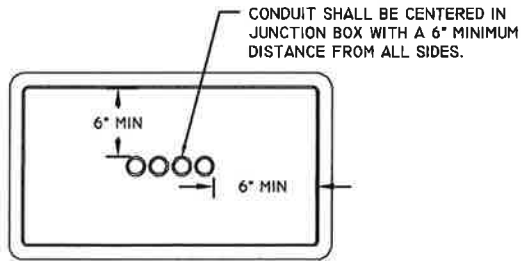
30

CONDUIT SHALL BE CENTERED IN JUNCTION BOX WITH A 6" MINIMUM DISTANCE FROM ALL SIDES.



NOTES:

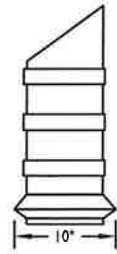
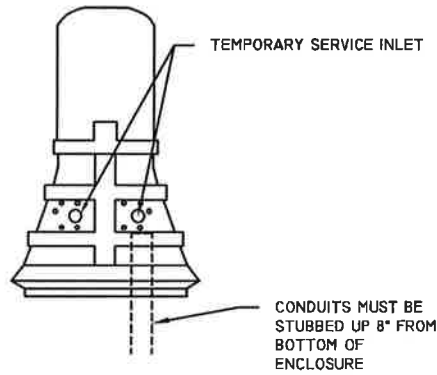
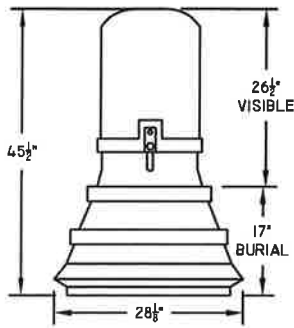
1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' ABOVE TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.



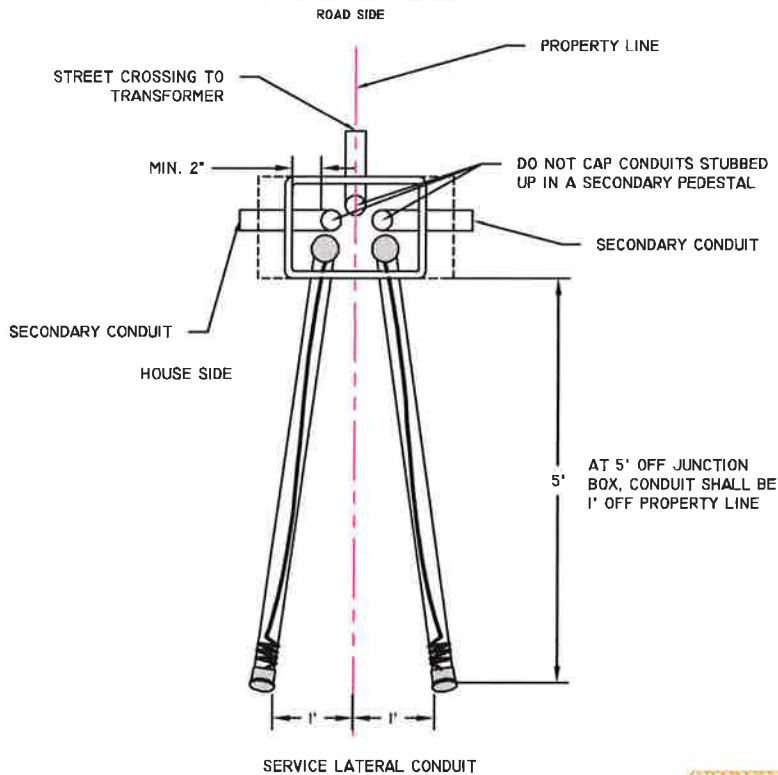
NOTES:

1. CONDUITS SHALL BE STUBBED UP AND CAPPED 3' TOP OF SLEEVE.
2. SOIL BELOW SLEEVE SHALL BE COMPACTED AND LEVEL.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.
4. MARK GROUND ROD PLACEMENT IN BOTTOM OF SLEEVE WITH WOODEN STAKE TO MISS BURIED CONDUIT RUNS.
5. 10' CLEAR WORK AREA REQUIRED ON ACCESS SIDE OF CABINET. NO OBSTRUCTIONS.

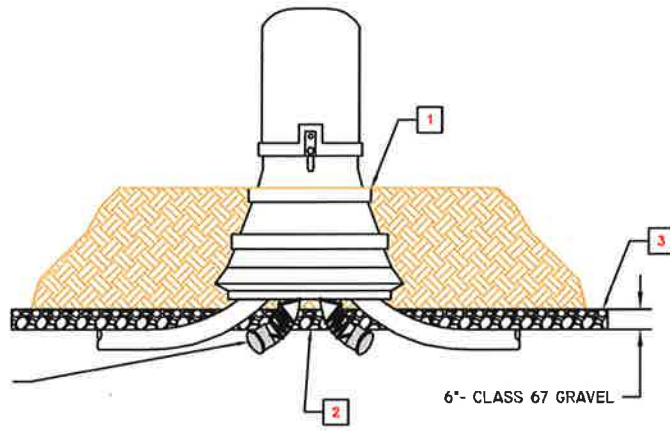
MAP SYMBOL 



PLAN VIEW- CONDUIT LAYOUT



ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL

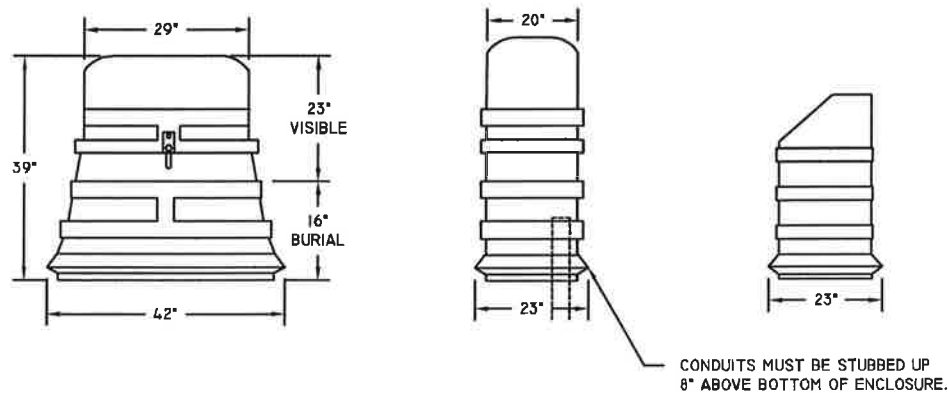


MULE TAPE SHALL BE SECURELY ATTACHED TO CANTEX POLY PLUG FOR ALL CONDUITS. MULE TAPE SHALL HAVE 2" OF SLACK INSIDE CONDUIT.

NOTES:

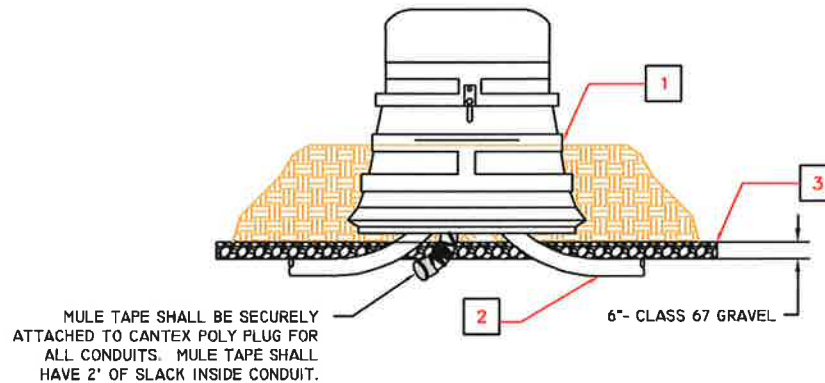
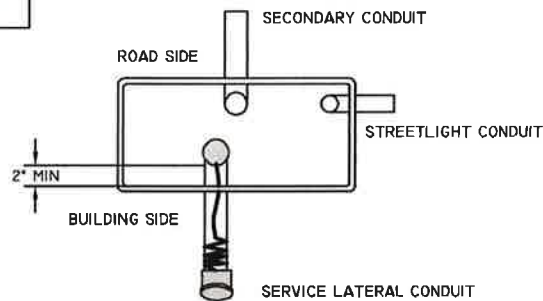
1. EXCAVATE A 30" W X 24" H X 17" D PIT CENTERED IN A 5' X 5' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX. EXTENDING 6" BEYOND EDGE OF SLEEVE.

MAP SYMBOL 



ALL CONDUIT SHALL BE A MIN. 2" OFF INSIDE WALL.

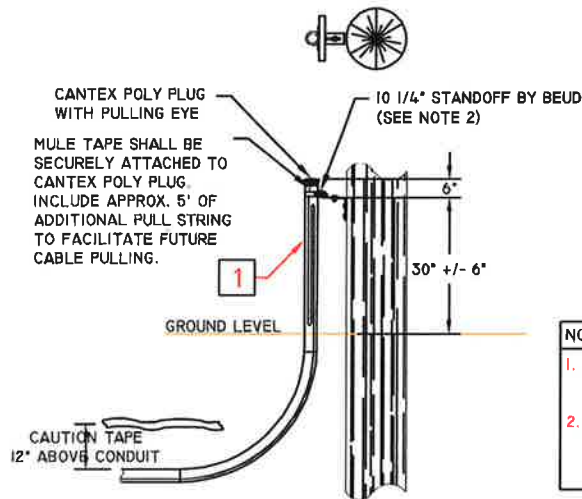
PLAN VIEW - CONDUIT LAYOUT



NOTES:

1. EXCAVATE A 44" W X 48" H X 17" D PIT CENTERED IN A 7' X 7' CLEAR, LEVEL AREA. PEDESTAL SHALL NOT BE SITUATED IN A LOW AREA OR SWALE THAT WOULD CAUSE WATER TO COLLECT IN PIT.
2. CONTRACTOR TO USE ONLY SHORT SWEEP ELBOWS.
3. 6" OF CLASS 67 GRAVEL SHALL BE PLACED IN THE BOTTOM OF THE EARTH BOX, EXTENDING 6" BEYOND EDGE OF SLEEVE.

DS-1419A - CONDUIT STANDOFF



ELBOW SIZE

CONDUIT SIZE	PRIMARY	SECONDARY	SERVICE
2"	N/A	9.5"	9.5"
3"	48"	13"	13"
4"	48"	16"	16"
5"	60"	N/A	N/A
6"	60"	N/A	N/A

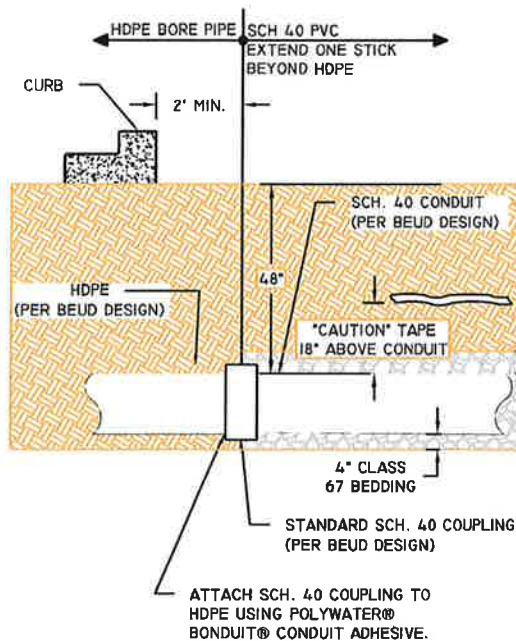
NOTES:

1. FOR 200A SERVICE, MIN. 3" CONDUIT REQUIRED. FOR 400A SERVICE MIN. 4" CONDUIT REQUIRED.
2. STAND-OFF WILL BE SUPPLIED AND INSTALLED BY CITY OF BENTONVILLE ELECTRIC DEPARTMENT. CALL 479-271-3155 PRIOR TO DIGGING TO CONFIRM CORRECT POLE AND STAND-OFF LOCATION.

DS-1419B - HDPE BORE PIPE TO PVC SCHEDULE 40 CONDUIT

CONTRACTOR TO INSTALL ONE STICK SCH 40 PVC WHEN INSTALLING HDPE BORE PIPE.

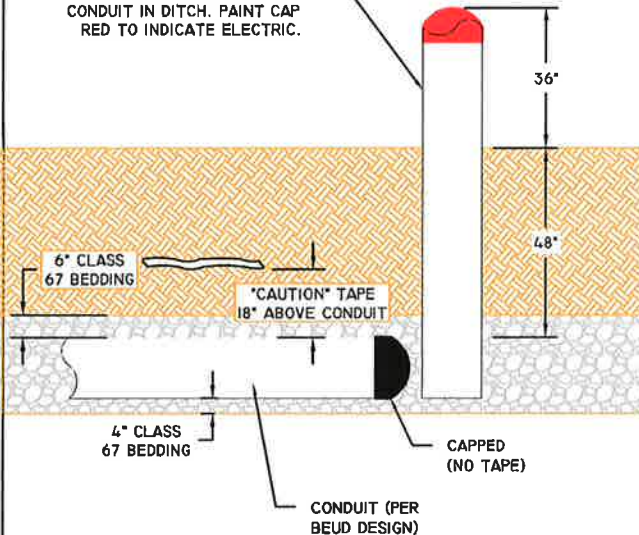
18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

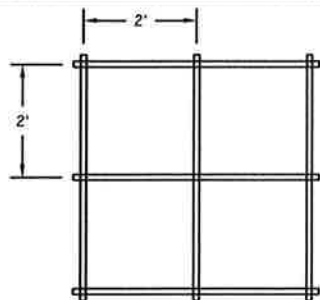
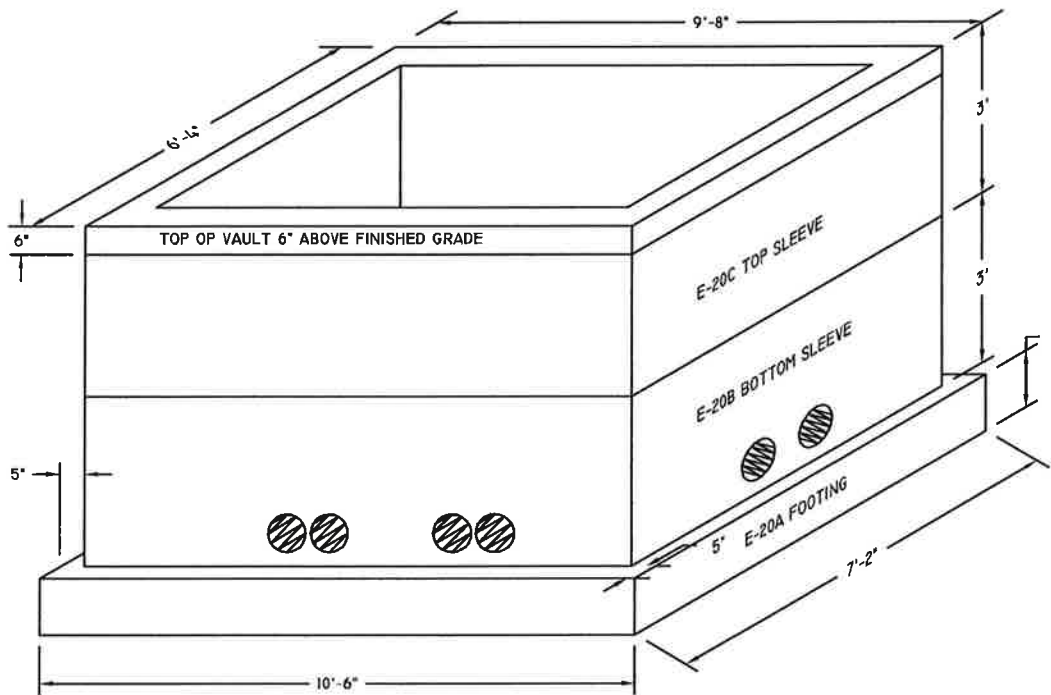


DS-1419C - CONDUIT STUB-UP

18" OF CLASS 67 GRAVEL MAY BE USED BETWEEN TOP OF CONDUIT AND CAUTION RIBBON IN LIEU OF 6" OF CLASS 67 GRAVEL AND 12" OF BACKFILL.

STUB-UP & CAP CONDUIT 36" ABOVE GRADE. MATCH SIZE OF CONDUIT IN DITCH. PAINT CAP RED TO INDICATE ELECTRIC.

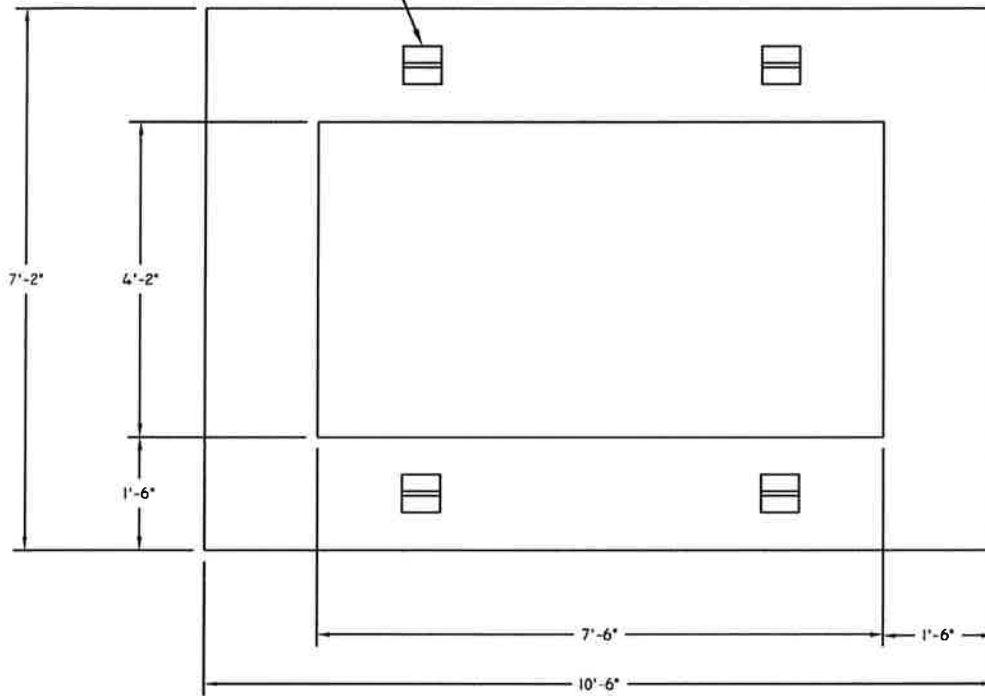




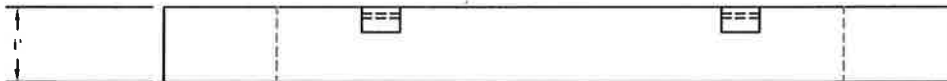
STEEL REINFORCING GRID REQUIRED USING
#4 REBAR AT 12" O.C. THROUGHOUT

CONTRACTOR SHALL COVER EACH UNUSED
HOLES INDIVIDUALLY. NO GLUE SHALL BE USED.

4 LIFT POINTS TYP.



TOP VIEW



FRONT VIEW

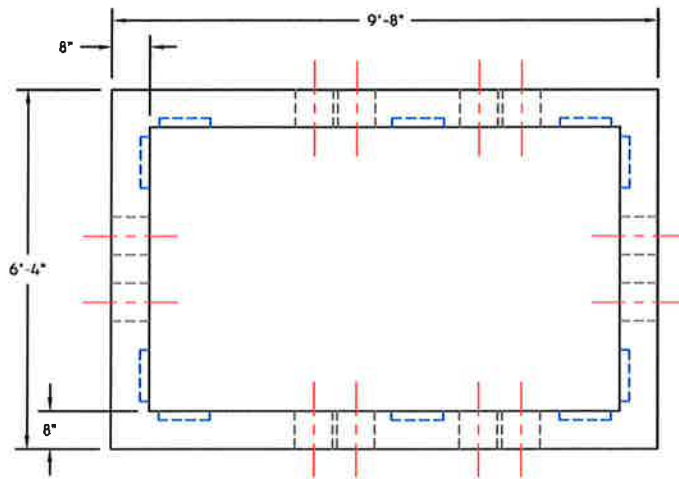
NOTE: CLASS 67 STONE MUST NOT BE INSTALLED ANY HIGHER THAN 2" FROM TOP OF FOOTING.

FOOTER WEIGHT: 3,200 LBS

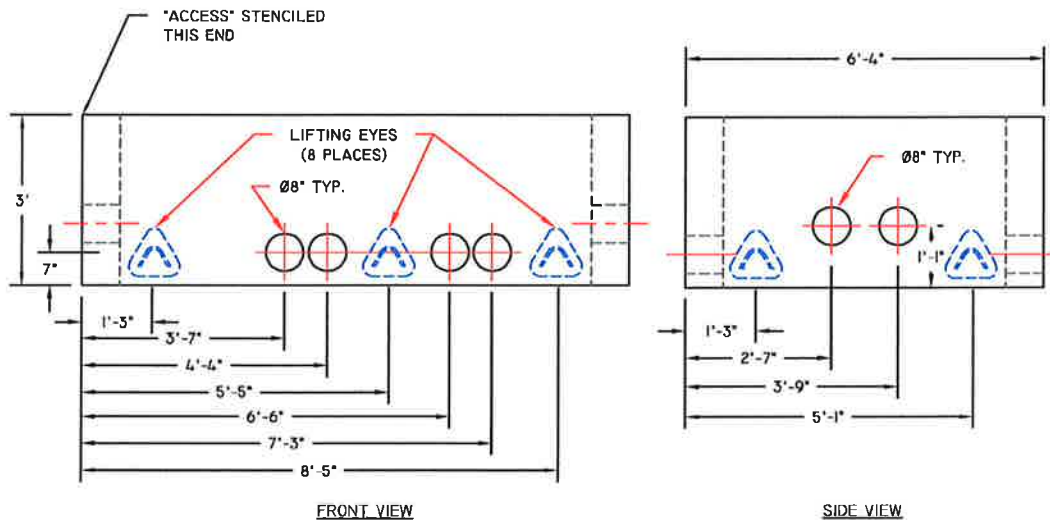


PADMOUNT SWITCHGEAR VAULT FOOTER

DS-1420A



TOP VIEW

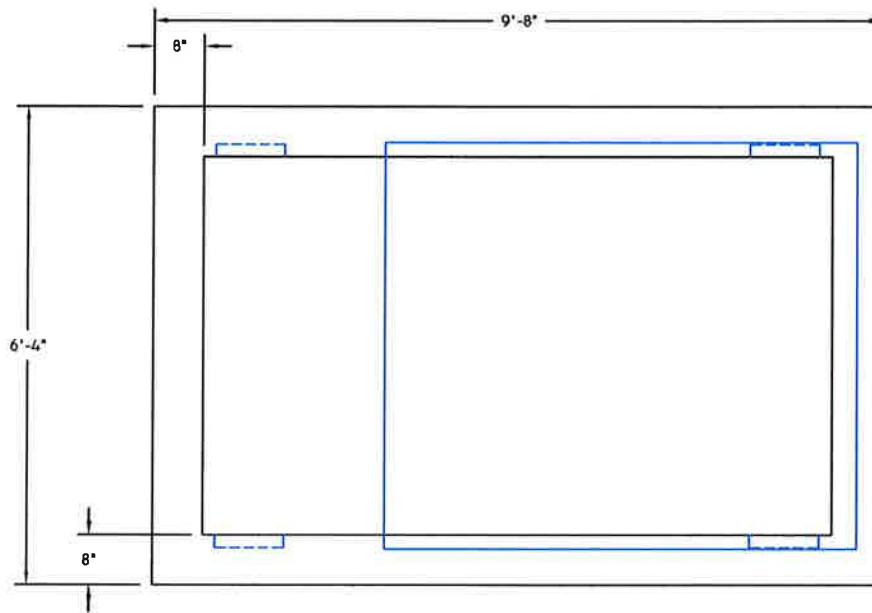


WT: 8,900 LBS

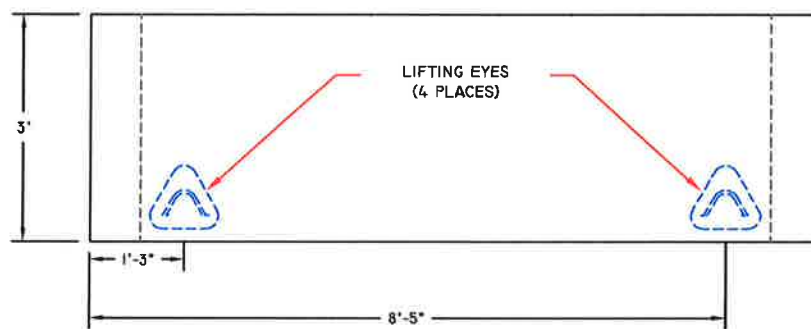


PADMOUNT SWITCHGEAR BOTTOM SLEEVE

DS-1420B



TOP VIEW

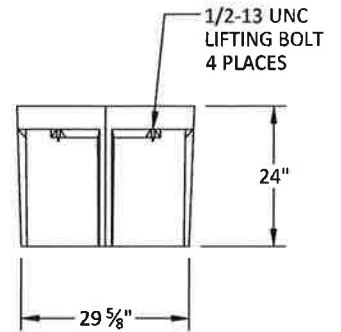
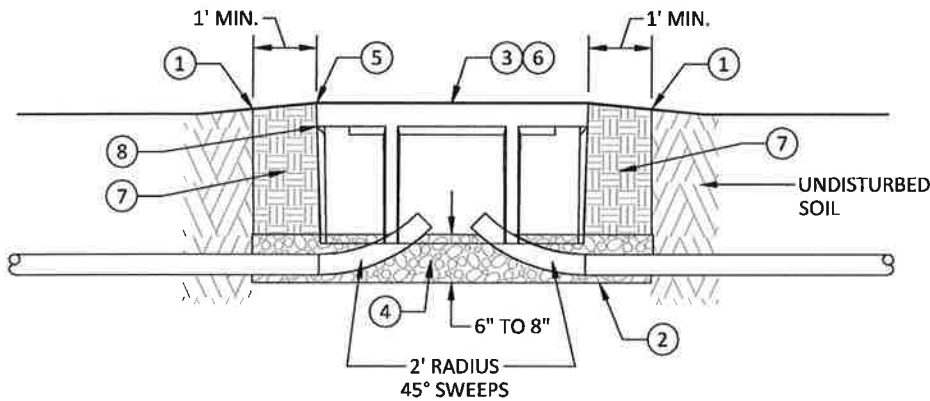
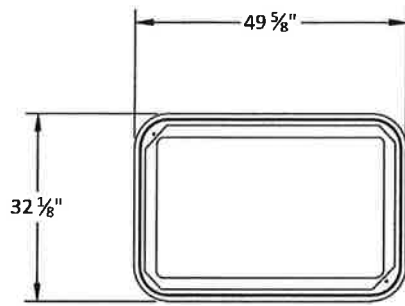


FRONT VIEW

TOP SLEEVE WEIGHT: 9,200 LBS



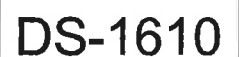
QUAZITE HANDHOLE INSTALLATION PROCEDURE	
KEY #	DESCRIPTION
①	EXCAVATE HOLE 1'-2' LONGER AND WIDER THAN HANDHOLE AND 6"-8" DEEPER THAN HANDHOLE.
②	ENSURE THAT FLOOR OF EXCAVATED HOLE IS LEVEL.
③	LIFT HANDHOLE AND PLACE IN CENTER OF HOLE.
④	PLACE CLASS 67 GRAVEL IN THE HANDHOLE AND AROUND SIDES.
⑤	LIFT HANDHOLE A FEW INCHES ABOVE NATURAL GRADE TO ALLOW WATER TO RUN AWAY FROM HANDHOLE.
⑥	CHECK THE ELEVATION OF THE HANDHOLE AND ADJUST AS NECESSARY TO ENSURE HANDHOLE IS LEVEL.
⑦	PLACE COVER ON HANDHOLE AND BACKFILL AROUND HANDHOLE WITH NATIVE SOIL FREE FROM ROCKS.
⑧	TAMP BACKFILL IN 6" LIFTS TAKING PRECAUTIONS TO NOT OVER COMPACT SOIL AND DEFORM HANDHOLE SIDES.



HANDHOLE INSTALLATION PROCEDURE

KEY #	DESCRIPTION
①	EXCAVATE HOLE 1'-2' LONGER AND WIDER THAN HANDHOLE AND 6"-8" DEEPER THAN HANDHOLE.
②	ENSURE THAT FLOOR OF EXCAVATED HOLE IS LEVEL.
③	LIFT HANDHOLE AND PLACE IN CENTER OF HOLE.
④	PLACE CLASS 67 GRAVEL IN THE HANDHOLE AND AROUND SIDES.
⑤	LIFT HANDHOLE A FEW INCHES ABOVE NATURAL GRADE TO ALLOW WATER TO RUN AWAY FROM HANDHOLE.
⑥	CHECK THE ELEVATION OF THE HANDHOLE AND ADJUST AS NECESSARY TO ENSURE HANDHOLE IS LEVEL.
⑦	PLACE COVER ON HANDHOLE AND BACKFILL AROUND HANDHOLE WITH NATIVE SOIL FREE FROM ROCKS.
⑧	TAMP BACKFILL IN 6" LIFTS TAKING PRECAUTIONS TO NOT OVER COMPACT SOIL AND DEFORM HANDHOLE SIDES.

2019



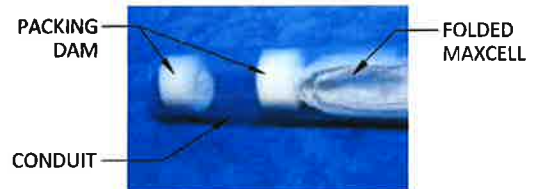
2019

FOAM SEALING MAXCELL IN CONDUIT

WE HAVE ESTABLISHED A BASIC PROCEDURE FOR SEALING WITH FOAM WHERE MAXCELL IS PRESENT. THIS PROCEDURE CAN BE USED FOR CONDUITS WHERE NO CABLES HAVE BEEN PLACED, OR WHERE CABLE IS PRESENT.

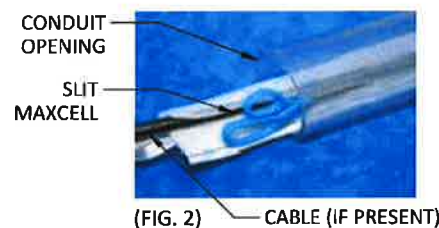
NOTE: INSTALLATION PROCEDURES PROVIDED ARE FOR 4" (100 MM) CONDUITS. FOR OTHER SIZE CONDUITS, PLEASE ADJUST ACCORDINGLY

1. FOLD THE MAXCELL BACK INTO THE CONDUIT APPROXIMATELY 7" TO ALLOW FOR BUILDING OF A FRONT AND REAR DAM. (FIG. 1)



(FIG. 1)

2. IF CABLES ARE PRESENT, SLIT THE MAXCELL CHAMBER OR CHAMBERS THAT CONTAIN A CABLE AT LEAST 7" INTO THE CONDUIT. FOLD THE MAXCELL 7" BACK INTO THE CONDUIT. (FIG. 2)

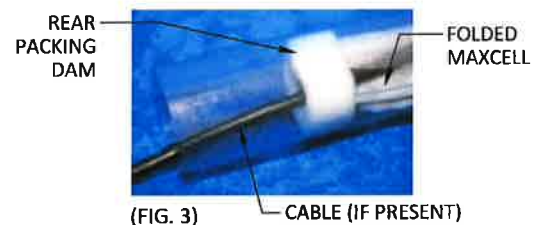


(FIG. 2)

3. PULL TAPES CAN BE LEFT PROTRUDING THROUGH BOTH FOAM DAMS TO THE OUTSIDE TO ALLOW FOR A VISUAL INSPECTION AS TO HOW MANY CELLS ARE LEFT UNOCCUPIED IF DESIRED. (PULL TAPES MAY WICK LIQUID THROUGH THE SEAL)

4. WIPE OUT LOOSE DIRT AND GRIME FROM INSIDE OF DUCT AND FROM CABLE SHEATH.

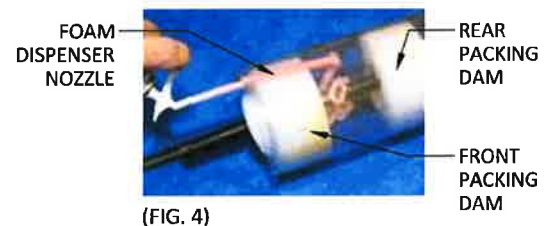
5. ARRANGE PACKING AROUND ALL EXISTING CABLES. USING A PUSH ROD OR DOWL, PUSH THE PACKING INTO DUCT APPROXIMATELY 6" (FIG. 3). **IF THERE ARE NO CABLES PRESENT, PUSH INNER PACKING IN ONLY 4"-5".**



(FIG. 3)

6. ENSURE THE PACKING FITS SNUGLY BETWEEN THE CABLE AND THE DUCT. FOR MULTIPLE CABLES, ENSURE THAT ALL GAPS ARE BLOCKED WITH SOME SORT OF PACKING MATERIAL. FOR LARGER CABLES, SUPPORT THE CABLE NEAR THE DUCT OPENING USING A CABLE SPACER TO PROVIDE SUFFICIENT SPACE FOR THE DUCT SEALING FOAM TO EXPAND AROUND THE CABLE.

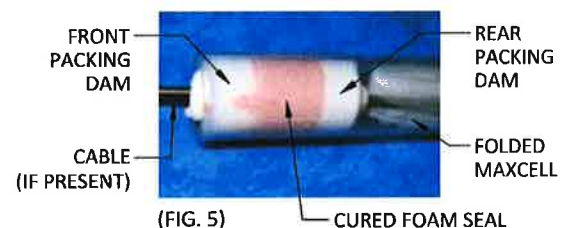
7. WRAP FRONT PACKING AROUND THE CABLE. PUSH THE PACKING INTO THE DUCT, FLUSH WITH ITS FACE. PACKING PROVIDES A TEMPORARY BARRIER TO HOLD THE COMPOUND IN PLACE WHILE IT IS EXPANDING, AND PREVENT IT FROM MIGRATING DOWN THE DUCT AND INTO THE MAXCELL. LEAVE A SMALL VOID IN THE OUTSIDE PACKING (AT THE TOP OF THE CONDUIT) TO ALLOW FOAM AS IT EXPANDS TO EXPAND TO THE OUTSIDE OF THE CONDUIT



(FIG. 4)

8. INSERT THE NOZZLE OF THE FOAM DISPENSER BETWEEN THE FOAM PACKING AND THE **TOP** OF THE DUCT. INJECT FOAM INTO THE CONDUIT. (FIG. 4)

9. IF TOO MUCH FOAM IS ADDED BETWEEN THE PACKING, THE FRONT FOAM DAM MAY TRY TO PUSH OUT, THIS IS NORMAL. DO NOT RESTRICT MOVEMENT OF THE FRONT DAM. THE SEAL PROCEDURE IS COMPLETE. (FIG. 5)



(FIG. 5)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115

****BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT****

APPENDIX B: BIDDER QUALIFICATIONS

REQUIRED RESPONSE DOCUMENT

Bidders must complete this information and include this document in their Bid Submission, failure to complete this document may result in rejection of the Bid Submission. The City reserves the right to contact references and utilize the information gained in the evaluation of bids for award.

Bidders shall use the space below to provide the contact information and work summary for at least five (5) clients for whom they have completed the same or similar work for within the past five (5) years.

Company Name	Primary Contact Name	Contact Phone Number	Contact Email	Summary of Work
Bowser Shattuck	Hunter Banwarth	479-721-7002	hbanwarth@stoutstuff.us	Bore and install 4" conduit for electric primary
N & J Properties	Norm Banwarth	479-640-1999	norm@stoutstuff.us	Bore and install 3" conduit for electric primary
Centerton Utilities	Matt Renick	479-640-0516	matt@centertonutilities.com	Bore and install 2" conduit for water service
Jim Daniel	Jim Daniel	479-936-0025	jdaniel@weioffice.com	Bore and install 2" and 1.25" for electric primary and data
Eric Brewer Trim Carpentry	Eric Brewer	479-899-1150	ericdbrewer@live.com	Bore and install 2" conduit for water service



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2021

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

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

PRODUCER	CONTACT NAME: Lindsay Owens
Allison Insurance LLC	PHONE (A/C, No, Ext): 870-819-3400 FAX (A/C, No):
603 Southwest Dr	E-MAIL ADDRESS: lindsay@thatsallison.com
Suite A	
Jonesboro AR 72401	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Ohio Security Insurance Company 24082
INSURED	INSURER B: Evanston Insurance Company
Calcon, Inc.	INSURER C:
10620 AR 72 W	INSURER D:
	INSURER E:
Bentonville AR 72712	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			BKS60478892	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS			BAS60478892	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			XOBW8347819	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		XWS60478892	11/1/2020	11/1/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater Rented/Leased			BKS60478892	11/1/2020	11/1/2021	Limit/ded \$1000 75,000 Limit/ded \$1,000 25,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Bentonville
305 SW A Street
Bentonville, AR 72712

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Seth Allison/ARNOLT

© 1988-2014 ACORD CORPORATION. All rights reserved.

State of Arkansas
Commercial Contractors Licensing Board

CALCON, INC., D/B/A CALCON LA INC
10620 AR 72 W
BENTONVILLE, AR 72712

CALCON, INC., D/B/A CALCON LA INC

This is to Certify That

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

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from June 12, 2020 **until** April 30, 2021 **when this Certificate expires.**

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



Michael H. A.

CHAIRMAN

Ray [Signature]

SECRETARY

June 12, 2020 - srg



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Michael A. McDaniel; Richard H. Whitley; Louis G Morgan III; James S. Brown

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this

7 day of April, 2021

Christopher Shoucair

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Calcon, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____
- ☐ C Corporation
- ☒ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10620 West AR 72

6 City, state, and ZIP code

Bentonville, AR 72712

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				
--	--	--	---	--	--	--	--

or

Employer identification number

7	1	-	0	7	9	0	2	2	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Delina Calles

Date ►

January 1, 2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Calcon, Inc.**, 10620 AR 72 West, Bentonville, AR 72712

as Principal, hereinafter called the Principal, and **FCCI Insurance Company**

a corporation duly organized under the laws of the State of **Florida**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Bentonville, 117 West Central Ave., Bentonville, AR 72712**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of amount bid**

Dollars(\$ 5%),

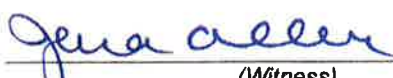
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Two Inch or Less Boring and Trenching Services and Street Light Conduit Installation**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **7th** day of **April**, 2021.


(Witness)


Jenna Allen
(Witness)

Calcon, Inc.


(Principal)

Vice President
(Title)

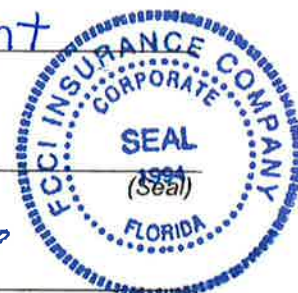
FCCI Insurance Company

(Surety)



(Title)

Michael A. McDaniel, Attorney-in-Fact





Agenda Item Form

Date of City Council Meeting	5/11/2021
Department	Water Resource Recovery Facility
Submitted by	Nancy Busen
Phone	(479)271-6749

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Item 2-A. Bid award IFB-21-19 for purchase of a 2021 John Deere 624P wheel loader as specified, to Stribling Equipment of Springdale, AR for a final amount of \$163,774.41. This is the bid price minus the trade-in for the old loader.					

Estimated Cost	\$163,774.41
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





MEMO

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: May 11, 2021

Re: **IFB-21-19 Bid Award** of John Deere 544K wheel loader

Item 2-A: A Bid award to Stribling for 2021 John Deere 624P John Deere wheel loader as specified, to Stribling Equipment of Springdale Arkansas for the sum of \$218,774.41, tax included. Total cost to the city after trade-in of surplus 2011 John Deere loader for \$55,000 is \$163,774.41.

Thank you,



CITY OF BENTONVILLE

BID OPENING TABULATION SHEET

IFB-21-19 ONE (1) NEW CURRENT MODEL YEAR JOHN DEERE 624P WHEEL LOADER

MONDAY, APRIL 5, 2021 @ 1:30PM (RE-BID)

[illegible]



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATES: February 28, 2021

NOTICE TO BIDDERS

ONE (1) NEW CURRENT MODEL YEAR JOHN DEERE 624P WHEEL LOADER

Invitation For Bid (IFB)-21-19 (RE-BID)

The City of Bentonville, Arkansas is accepting formal, sealed bids for the one time purchase and delivery of one (1) New Current Model Year John Deere 624P Wheel Loaders, as specified, or equivalent item.

Bidders shall give a trade-in value (a bid) for the City's existing 2011 John Deere 544K 4-Wheel-Drive Loader as part of the IFB-21-19 bid. The awarded Bidder will not be able to take possession of the exiting equipment until the IFB-21-19 new equipment has been delivered and is in the City's possession. Bidders shall note that this trade-in equipment will be in operation/being used until the awarded bidder delivers the new equipment.

The existing unit/trade-in unit may be viewed BY APPOINTMENT ONLY Monday through Friday between the hours of 8:00am-4:00pm at 2000 NW A Street Bentonville, AR 72712. Questions will not be permitted during the viewing and must be submitted via written communication only to purchasing@bentonvillear.com.

The City reserves the right to reject any or all bids and to waive informalities.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, from the Purchasing Office located at the address below, or by downloading the documents from the City's website by visiting <http://bentonvillear.com/211/Purchasing> and selecting 'Review Open Bids'. 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 Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. 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-21-19 held at 2:00pm on Monday, April 5, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A103 on the 1st 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 bid submissions will be rejected, without exception.

Interested parties may contact the Purchasing Office with any questions regarding submission details for this solicitation by calling (479) 271-3115 or by emailing purchasing@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-19 (RE-BID)	Date of Issuance:	March 21, 2021
Description:	ONE (1) NEW CURRENT MODEL YEAR JOHN DEERE 624P WHEEL LOADER		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	APRIL 5, 2021 AT 2:00 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Temporary Bid Opening Room – 1 st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A 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 14 th 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:	MARCH 31 – 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

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.

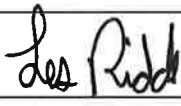
Unsigned bids will be rejected - no exceptions.

Name of Firm: Stribling Equipment Phone Number: (479) 756-9779

Business Address (Full Street/City/State/Zip): 3838 Wagon Wheel Road, Springdale, AR, 72762

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ☒ Yes ☐ No

Name of Contact Person: Les Riddle Email: les.riddle@striblingequipment.com

Signature of Authorized Person:  Date: 03/23/2021

Printed or Typed Name: Les Riddle Title: Territory Manager

Arkansas Contractors License Number: _____ (Not required unless specified)

Sales or Use Tax ID Number: 00312334-SLS

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

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

**The City of Bentonville Purchasing Office has
moved to:**

City of Bentonville

2ND FLOOR

Administrative Services Building

1000 SW 14th Street

Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of one (1) New Current Model Year John Deere 624P Wheel Loader, as specified, or equivalent item, for the City of Bentonville Water Resource Recovery Facility.

Bidders shall give a trade-in value (a bid) for the City's existing 2011 John Deere 544K 4-Wheel-Drive Loader as part of the IFB-21-19 bid. The awarded Bidder will not be able to take possession of the exiting equipment until the IFB-21-19 new equipment has been delivered and is in the City's possession. Bidders shall note that this trade-in equipment will be in operation/being used until the awarded bidder delivers the new equipment.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- **IFB document, all response fields complete.**

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

CONTRACT/PURCHASE ORDER

The City will issue a Purchase Order for the one-time purchase and delivery of one (1) New Current Model Year John Deere 624P Wheel Loader, as specified, or equivalent item.

SCOPE

The one-time purchase and delivery of one (1) New Current Model Year John Deere 624P Wheel Loader, as specified, or equivalent item.

MULTIPLE BID SUBMISSIONS

Bidders are permitted to submit more than one bid, as long as each Bid Submission is in a separate sealed envelope, with a complete bid packet enclosed, and for a separate make/model of equipment. Multiple bids from any one Bidder, for the same equipment, will not be accepted.

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.



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

FREEDOM OF INFORMATION ACT (FOIA)

The awarded bidder shall understand that the City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to any purchase documents and all other work documents furnished by the awarded Bidder to City or City to the awarded Bidder, unless those documents are specifically excluded from Arkansas FOIA laws.

CITY'S RIGHT TO INSPECT AND TEST EQUIPMENT

The City reserves the right to inspect and test all equipment at a pre-determined and mutually agreed upon location and to reject a Bid Submission due to improper or inadequate equipment prior to issuing the Notice of Award or signing any purchase documents.

COMPLIANCE

1. All equipment components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded Bidder will be responsible for ensuring that all items meet the specifications listed herein, in addition to all industry standard specifications which may not be known to the City, before delivery to the City.

WARRANTY

The awarded bidder shall provide a written comprehensive warranty for the equipment for a minimum three years or three thousand miles.

TRAINING

The awarded Bidder will be responsible for the initial training of a minimum of two (2) operators, both of whom shall be City employees, on all aspects of the equipment at a time and location to be determined by the City of Bentonville, and before operation of the equipment by City employees. The training shall consist of, but is not limited to: operation, safety, service intervals, inspecting, proper timing for replacement of parts, cleaning, winter and summer operation instructions, proper preparation for seasonal changes, and general maintenance.

PATENTS

The awarded Bidder shall protect the City of Bentonville from any damages or liability arising from alleged infringements of patents.

MANUALS/DOCUMENTS

The awarded Bidder shall furnish to the City all equipment manuals, including but not limited to all operational and instructional manuals, warranty documents, and all other equipment documents.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the Bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

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

DELIVERY

Delivery shall be made to the City of Bentonville Water Resource Recovery Facility, Compost Facility, located at 2000 NW "A" Street Bentonville, AR 72712. Delivery shall be made Monday-Friday between 8:00am and 4:00pm and shall be schedule at least one (1) week in advance with the City.

At time of delivery, the awarded Bidder shall pick-up the City's trade-in, but only after the City tests the delivered equipment to ensure it is operational.

The City of Bentonville requests delivery within sixty (60) days after receipt of the City's Purchase Order. If this delivery schedule cannot be met, Bidder must state the number of calendar days required to place the equipment in the City's designated location. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery: 60 days after receipt of Purchase Order.

INVOICING

Bidder shall provide an invoice to the City for the equipment. If Bidder requests payment at time of delivery, Bidder shall submit an invoice to the City no less than seven (7) days prior to delivery for a check to be made available at time of delivery.,

***City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712***

Invoices submitted to the correct address will be paid within fourteen (14) days of receipt.

PAYMENT TERMS



Net 30 days



Other: _____

EQUIPMENT TRADE-IN



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

Bidders shall give a trade-in value (a bid) for the City's existing 2011 John Deere 544K 4-Wheel-Drive Loader as part of the IFB-21-19 bid. The awarded Bidder will not be able to take possession of the exiting equipment until the IFB-21-19 new equipment has been delivered and is in the City's possession and has been verified by the City to be operational within specifications. Bidders shall note that this trade-in equipment will be in operation/being used until the awarded bidder delivers the new equipment.

The trade-in equipment shall be purchased by the awarded Bidders as-is, where-is, and the awarded Bidder shall agree and understand that the City issues no warranty or guarantee for its operation, Bidder's intended use, mechanical components, or any other component of the equipment.

Due to the trade-in equipment being in operation until the time the new equipment is delivered, Bidder shall agree and understand that the trade-in equipment may not be in the same condition or have the same amount of hours, or other wear and tear, as when Bidder may have inspected the equipment in the preparation of their Bid.

At no point shall there be any deductions made to the awarded Bidders bid for the trade-in equipment.

The existing equipment/trade-in equipment may be viewed BY APPOINTMENT ONLY Monday through Friday between the hours of 8:00am-4:00pm at 2000 NW A Street Bentonville, AR 72712. Questions will not be permitted during the viewing and must be submitted via written communication only to purchasing@bentonvillear.com.

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

☒ Yes ☐ No



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

Contractor/Vendor Disclosure

Company Name: Stribling Equipment

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

Immediate Relation includes:

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

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



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

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

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

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

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

In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidder as determined by the City through the bid evaluation process.

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

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



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

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



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

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



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

It shall be the Bidder's responsibility to provide additional information to the City for consideration of any equivalent/alternate items being proposed.

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Engine		
Six Cylinder, turbocharged, charge air cooled diesel engine and shall be designed and built by the manufacturer	X	
Engine shall be certified to EPA Final Tier 4/EU Stage IV	X	
Engine shall have a wet-sleeve cylinder liner design for improved cylinder cooling over dry sleeve and cast-in-bore design for improved cylinder and piston ring durability.	X	
Engine displacement shall be no less than 6.8 liters (414 cu. in.)	X	
Engine net peak power shall be no less than 192 hp (143 kW) @1600 rpm	X	
Engine shall develop at least a 58% torque rise and should have at least 644 lb-ft (874 Nm) net peak torque @ 1,300 rpm	X	
Fuel system shall be high-pressure, common rail	X	
Daily check points shall be accessible from one side of the engine and shall be done from ground level	X	
Under-hood engine air cleaner shall be dry type, dual element with a restriction sensor and in-cab restriction warning light. Must be able to access air cleaner without tools.	X	
Access to engine will be open from both sides with side opening, full access service doors	X	
Engine shall have no less than 10-micron rated primary dual stage fuel filter with water separator	X	
Loader shall be equipped with a heavy-duty steel fuel tank guard	X	
Service interval for the engine oil and filter shall be 500 hours	X	
The unit shall have an auto-idle, auto-shutdown feature for the engine as standard equipment.	X	
Unit shall have glow plugs or equivalent for cold start aid.	X	



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Cooling		
Unit shall have a proportionally controlled, hydraulically driven, 90 degree-swing-out fan, standard equipment	X	
The unit will have two-side access to all coolers	X	
Air intake shall be pre-screened .12 inches (3 mm perforations) for each cooling component	X	
Cooling system shall be isolated from the engine compartment	X	
Unit shall have a coolant recovery tank provided	X	
Unit shall have a heavy duty radiator guard	X	
Fluid levels should be easily checked by sight gauges or overflow tank	X	
Unit shall have an automatic reversing fan	X	
Power Train		
Unit shall have a torque-converter, countershaft-type power shift transmission, 5 forward, 3 reverse speeds	X	
The transmission shall be electronically controlled, adaptive, with load and speed dependent shift modulation	X	
Shift modes shall be manual, auto to 1st or 2nd, kick down or kick up/down.	X	
Service interval for the transmission oil filter shall be 2000 hours	X	
The transmission clutch calibration shall be performed from the cab monitor	X	
Unit shall be equipped with a selectable wheel spin limiting device that limits wheel spin in loose or slippery ground conditions while loading the bucket.	X	
Unit shall have steering column or joystick mounted F-N-R and gear-select lever, kick-down button on hydraulic lever. Will also have quick shift feature that allows pushbutton gear changes, one gear at a time	X	
Sight gauge showing transmission fluid shall be at ground-level	X	
Transmission filter restriction shall be displayed in the cab	X	
The transmission shall be able to reach 24.8 mph in 5th gear and 11.65 in third gear with 20.5R25 tires	X	
Axles/Brakes		
The final drives shall be heavy-duty inboard-mounted planetary	X	
The loader shall have two brake pedals with an activation switch to allow left brake pedal to switch between a brake neutralizer or brake only function.	X	



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
The service brake shall be hydraulically actuated, spring-retracted, inboard sun-shaft mounted, oil cooled, self-adjusting, single disc, and sealed from water, mud, and dust contamination	X	
The brakes shall have easy access for inspection.	X	
The parking brake shall be automatic, spring applied, hydraulically released, driveline-mounted, oil cooled, multi-disc and sealed from water, mud and dust contamination	X	
Axle breathers shall be elevated to reduce contamination.	X	
Rear axle shall not have less than 24 degree total oscillation, stop to stop, when equipped with 20.5R25 tires	X	
The dipstick port and housing fill shall be at the top of the axle	X	
The front axle shall be hydraulically actuated, disc clutch style, locking differential for maximum traction when required but with less tire wear than limited slip or no-spin differentials	X	
The loader shall have a standard hydraulic locking front with conventional rear and optional dual locking front and rear axle	X	
The loader shall have automatic differential lock	X	
Hydraulic System		
The hydraulic filter shall be in-tank, vertical mounting with service interval of 4000 hours.	X	
The hydraulic fluid shall have a rated life of 4000 hours	X	
The hydraulic system shall be pressure-compensating load-sensing for reduced fuel consumption and better fluid heating compared to open center hydraulic systems	X	
Hydraulic tank capacity should be no less than 27.2 gallons for extended hydraulic fluid intervals and cooler system temperature	X	
In cab adjustable automatic return to dig to level attachment with two savable settings.	X	
Unit will be provided with an in-cab adjustable automatic boom height kick out control	X	
Unit will be provided with in-cab adjustable automatic boom return-to-carry control	X	
Unit shall be equipped with a single-lever joystick	X	
A sight gauge will be provided for checking hydraulic reservoir fluid	X	



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Hydraulic pump shall be variable-displacement, axial-piston pump: closed-center, pressure-compensating system	X	
Unit will have two programmable multi-function buttons	X	
Unit will have ability to save hydraulic settings for up to ten attachments	X	
Bucket shake feature for fine metering of loose materials	X	
Precision mode for operations requiring slow and precise control of hydraulics	X	
Loader steering articulation angle shall be no less than 80 degrees, 40 degrees in each direction	X	
Electrical		
Two batteries shall be included, 24 volt, 950 CCA, with a rated reserve of 200-min	X	
The electrical system shall be 24 volt with 130 amp alternator	X	
The unit shall have a solid-state electrical power distribution system using circuit board technology and solid-state switches	X	
The unit shall have a keyless starting system with configurable security settings.	X	
The unit shall be provided with a master electrical disconnect switch	X	
Cab will be pre-wired for a rotating beacon/strobe light	X	
The in-cab switch module shall be sealed to keep out dirt, dust and airborne debris	X	
Unit shall be equipped with driving lights with guards, turn signals and flashers, stop and tail lights. The tail lights shall be LED type mounted high up in the rear grille for protection from damage and better sight visibility and shall have a normal service life equal to the machine.	X	
Unit shall have LED working lights	X	
Unit shall come standard with three 12 volt power ports	X	
Unit shall be equipped with analog display for: engine coolant temperature, transmission oil temperature, hydraulic oil temperature, and engine oil pressure	X	
Unit shall have digital readout for: engine rpm, odometer, transmission gear/direction indicator, speedometer, hour meter, fuel level, DEF level, average fuel consumption, and outside temperature	X	



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Unit shall have operator warning lights for: check engine, engine oil pressure, engine air restriction, battery voltage, transmission filter restriction, brake pressure, hydraulic oil filter, transmission fault, hydraulic oil temperature	X	
Operator Station		
Unit shall be equipped with a Cab enclosure with ROPS/FOPS Level 1 protection, and be multiplane isolation mounted for noise/vibration reduction	X	
Unit shall have heat and A/C	X	
3" retractable seat belt shall be provided	X	
Dual tilt Steering wheel shall be standard	X	
3-point contact at all times at the front and rear of the loader and around the roof-line	X	
The cab shall have continuous and unobstructed glass from roofline to floor for visibility in tight quarters.	X	
A seat backrest extension will be standard	X	
Unit shall have an air ride seat	X	
Cab shall have 1 cup holder, 1 cup/thermos holder with strap, personal cooler holder/storage compartment for operator's manual, rubber floor mat and coat hook	X	
Unit shall have an AM/FM/Weather Band (WB) with bluetooth and remote auxiliary port	X	
Front sun visor shall be pull down type	X	
General Specifications		
Unit shall be equipped with 20.5 R 25, 1 Star L-3 tires with multi-piece rims	X	
Front tires shall be covered with fenders	X	
The counterweight shall be built-in	X	
Unit will be provided with a rear hitch with locking pin	X	
Unit shall have an articulation locking bar	X	
Unit shall have vandal protection with lockable engine enclosures, right counterweight storage, battery box, filler access for radiator/fuel/DEF/hydraulic/transmission	X	
The unit shall be provided with a loader boom service locking bar	X	
Loader shall have reinforced articulation joints with double tapered roller bearings	X	
Fuel tank capacity shall be no less than 79 gallons (299 L) with ground-level fueling	X	



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Operating weight with standard equipment, pin-on GP Bucket with Bolt-On Edge, 3.5 cu yd (2.7 m3), 20.5R25 tires, ROPS cab, 175 lb. operator and full fuel tank shall be no less than 35,769 lb. (16 225 kg)	X	
Bucket breakout force shall be no less than 26,810 lb. (12 161 kg) with manufacturer's standard z-bar with pin-on GP Bucket with Bolt-On Edge, 3.5 cu yd (2.7 m3)	X	
Ground clearance under the loader shall be no less than 15.1" (384 mm)	X	
Loader shall have height to hinge-pin (fully raised) no less than 15' (4.57m)	X	
Machine Full turn tipping load with standard Z-bar linkage and GP Bucket with Bolt-on Edge, 3.5 cu yd (2.7 m³) , no tire deflection shall be at least 23,483 lb. (10 652 kg).	X	
Machine Full turn tipping load with standard Z-bar linkage and GP Bucket with Bolt-on Edge, 3.5 cu yd (2.7 m³) with tire deflection shall be at least 24,154 lb. (10 956 kg).	X	
Frames and Structures		
Machine front frame shall be of a 4-plate design of four vertical plates extending from boom pivot pins reaching to the front axle to distribute boom loads on the axle. The design is superior to the two-plate frames	X	
Loader bucket bell crank linkage shall be fabricated of high strength steel for increased durability and strength over castings.	X	
Machine shall be equipped with an exterior mounted, ground level storage compartment	X	
Optional configuration		
Unit has standard axle oil coolers and filtration.	X	
Unit shall have ride control, automatic with monitor adjustable speed settings	X	
Unit shall have centrifugal engine air intake pre-cleaner for heavy airborne debris or dust	X	
Unit shall have a centrifugal cab fresh air pre-cleaner for heavy airborne debris and dust.	X	
Unit shall have, in cab adjustable rearview mirrors	X	
Unit shall have greasable pin joints.	X	
Unit shall have rear view camera and radar object detection for better rear visibility and object detection.	X	
Unit shall have 5 Speed Lock-Up Torque Converter Transmission for quicker acceleration, faster ramp climbing, and decreased fuel consumption	X	



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

Specification	As Specified (Bidder must indicate "As Specified" by placing an "X" in this column.	Equivalent/Alternate Item Specified (Bidder must indicate "Equivalent/Alternate Item" by placing an "X" in this column").
Unit shall have a fire extinguisher	X	
Unit shall have rear view camera with a dedicated rearview display monitor	X	
Unit shall have a minimum of a 4.0 cu yd bucket	X	
Unit shall have a three year, three thousand hour comprehensive warranty	X	

***It shall be the responsibility of the Bidder to contact the City with any questions regarding specifications, including a request to define any abbreviations.**

Detail Notes

(Optional): _____



CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES

PURCHASING OFFICE

1000 SW 14th Street Bentonville, AR 72712

****BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION****

PRICING SHEET

The Total Bid Price shall include all costs to the City, including but not limited to: tax, fuel surcharge and delivery fees to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%. The City of Bentonville is **NOT** sales tax exempt.

The Bid Award will be made based on the most responsible and lowest Total Bid Price.

The Total Bid Price shall be for new equipment only and shall not include any deduction for trade-in equipment. Bidders shall use the space provided to bid/value the trade-in equipment for consideration.

No conditional bids will be accepted.

Quantity	Item Specified	Bid Item (Bidders shall use this space to indicate 'As Specified'; if proposing equivalent/alternate equipment, Bidders are REQUIRED to include the year, make and model of the equipment being proposed.	Unit PRICE
1	New Current Model Year John Deere 624P Wheel Loader, As Specified.		\$ <u>199,793.98</u>
Sales Tax:			\$ <u>18,980.43</u>
TOTAL BID PRICE: (Sum of Unit Price plus Sales Tax)			\$ <u>218,774.41</u>

TRADE-IN EQUIPMENT BID

Bidders shall use the space provided below to specify their bid/value for the trade-in equipment. This value SHALL NOT be calculated in the Total Bid Price.

Quantity	Trade-In Equipment Description	Trade-In Bid
1	2011 John Deere 544K, AS-IS, WHERE-IS	\$ <u>55,000</u> (Amount will be deducted from the Total Bid Price upon issuance of the Purchase Order for the new equipment)

Quote Summary

Prepared For:
CITY OF BENTONVILLE COMPOST
AR

Prepared By:
LES RIDDLE
Stribling Equipment, LLC
3838 Wagon Wheel Rd
Springdale, AR 72762
Phone: 479-756-9779
lriddle@striblingequipment.com

Quote Id: 23542892
Created On: 25 January 2021
Last Modified On: 16 March 2021
Expiration Date: 31 March 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 624 P WHEEL LOADER	\$ 199,793.98 X	1 =	\$ 199,793.98
John Deere Extended Warranty-3 Year 3000 Hour/ Comprehensive warranty	\$ 0.00 X	1 =	\$ 0.00

Equipment Total **\$ 199,793.98**

Trade In Summary	Qty	Each	Extended
2011 JOHN DEERE 544K Highlift - 1DW544KHABD637872	1	\$ 55,000.00	\$ 55,000.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 55,000.00

Trade In Total **\$ 55,000.00**

Quote Summary

Equipment Total	\$ 199,793.98
Trade In	\$ (55,000.00)
DOCUMENTATION FEE	\$ 0.00
SubTotal	\$ 144,793.98
Sales Tax - (9.50%)	\$ 18,980.43
Total	\$ 163,774.41
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 163,774.41

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 23542892

JOHN DEERE 624 P WHEEL LOADER

Hours:

Stock Number:

Code	Description	Qty
6040DW	624 P WHEEL LOADER	1

Standard Options - Per Unit

170C	JDLink Ultimate 5 Year Subscription	1
0924	John Deere PowerTech Engine	1
1030	Agriculture Material Handling Configuration	1
1120	5-Speed Powershift Transmission with Lock-up Torque Converter	1
1217	140 amp Alternator	1
1310	Flat Black Curved Stack	1
1430	Engine Air Intake System with Centrifugal Precleaner	1
1520	Automatic Reversing Hydraulic Fan	1
1610	Standard Fuel Filter with Water Separator and Standard Fuel Fill	1
1905	Standard Cab	1
1945	7 inch Monitor with Dedicated Rear Camera Display	1
1970	Hydrau Hydraulic Fluid	1
2026	High Lift Plus Z-BAR	1
2120	Steering Wheel Only	1
2220	Deluxe Seat, Cloth with Air Suspension	1
2360	Joystick Controls	1
2403	Three Function Hydraulics	1
2510	Ride Control	1
2605	English Decals and Manuals	1
2708	8 Amp Converter	1
2890	No Payload Scale without Cycle Counter	1
3049	High Traction - Front & Rear Hydraulically Locking Differential Axles	1
3110	Automatic Differential Lock	1
4932	No Brand Preference	1
5530	Standard Front Fenders	1
5610	Left Side Steps Only	1
5840	No Fork Frame	1
5940	No Tines	1
7140	Premium LED Work and Drive Lights	1

Selling Equipment

Quote Id: 23542892

8220	Rear Hitch and Counterweight	1
8235	Rear Camera and Rear Object Radar Detection	1
8298	No Strobe Beacon or Left Beacon Bracket	1
8310	Standard Exterior Mirrors	1
8360	Standard Radio	1
8450	Cab with Air A/C Charge	1
8565	Field Bucket Ready: Pins Only	1
8890	No Bucket Edge or Teeth	1
8960	No Bucket	1
9043	Environmental Drains and Sampling Ports	1
9050	Wheel Spin Control System	1
9115	Powered Cab Fresh Air Pre-Cleaner	1
9140	Fire Extinguisher	1
9410	Transmission and Bottom Guards	1
9510	Lift Hooks	1
9707	20.5R25 1 STAR L2 NO BRAND PREFERRED RADIAL TIRES WITH 3 PC RIMS	1
Dealer Attachments		
BYT11249	Premium AM/FM/Weather Band (WB) with Bluetooth, Remote Aux and Remote USB Port	1
BYT11092	Heavy-Duty Rear Grille Guard	1
Tag	4.0 Yard Bucket	1
Service Agreements		
	John Deere Extended Warranty - 3 Year 3000 Hour/ Comprehensive warranty	

Extended Warranty Proposal

JOHN DEERE 624 P WHEEL LOADER

Date : March 23, 2021

Machine/Use Information		Plan Description	Price	
Manufacturer	JOHN DEERE	Application	Deductible	
Equipment Type	624PAT	Coverage	List	\$ 0.00
Model	624PAT	Total Months		
Country	US	Total Hours		

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☒ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



Agenda Item Form

Date of City Council Meeting	5/11/2021
Department	Water Resource Recovery Facility
Submitted by	Nancy Busen
Phone	(479)271-6749

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Item 2-B. A Resolution to declare WRRF John Deere 544K Wheel Loader VID/ID #1DW544KHBD637872 as surplus. Trade in value of said vehicle is \$55,000 toward initial purchase price of \$218,774.41 (tax included) for a 2021 John Deere 624K wheel loader.					

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





MEMO

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: May 11, 2021

Re: IFB-21-19 J Surplus declaration of John Deere 544K wheel loader

Item 2-B: A Resolution to declare a 2011 John Deere 544K wheel loader VIN/ID # 1DW544KHABD637872 as surplus. Trade in value of \$55,000 is deducted from initial price of \$218,774.41 for 2021 John Deer 624P John Deer wheel loader.

Thank you,



Agenda Item Form

Date of City Council Meeting	5/11/2021
Department	Water Resource Recovery Facility
Submitted by	Nancy Busen
Phone	(479)271-6749

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
A Resolution to enter into a Professional Services Agreement with Garver, LLC For improvements at the City of Bentonville Compost Facility. Pilot testing and evaluation of In-vessel Composting equipment.					

Estimated Cost	29,550.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





MEMO

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: May 11, 2021

Re: Resolution for Professional Services Agreement

A Resolution for a Professional Services Agreement with Garver, LLC for Pilot testing In-vessel Composting Equipment and technical memorandum to DEQ.

This process, if successful, will produce compost more economically, in a smaller foot print, with less offensive odors.



**Agreement
For
Professional Services
City of Bentonville, Arkansas
Project No. 20W01294**



Contents

RECITALS	2
1. DEFINITIONS GARVER.....	2
2. SCOPE OF SERVICES.....	2
3. PAYMENT	3
4. AMENDMENTS	3
5. OWNER'S RESPONSIBILITIES.....	3
6. GENERAL REQUIREMENTS	4
7. INSURANCE.....	7
8. DOCUMENTS.....	7
9. INDEMNIFICATION / WAIVERS	7
10. DISPUTE RESOLUTION	8
11. TERMINATION.....	9
12. MISCELLANEOUS	9
13. EXHIBITS	10



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



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:



- 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.



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



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.



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



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.



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.



- 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.



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

City of Bentonville, Arkansas

Garver, LLC

By: _____
Signature

By: _____
Signature

Name: Stephanie Orman
Printed Name

Name: Randall G. McIntyre
Printed Name

Title: Mayor

Title: Vice President

Date: _____

Date: _____

Attest: _____

Attest: _____
Chris Buntin, Senior Project Manager



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.



- 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.



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.



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.



**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.



(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



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



**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



**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:



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: _____