



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, August 2nd – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: July 19th, 2022

New Business

1. Resolution/Bid Award & Budget Adjustment – “I” Sub Construction – Travis Matlock, PE (pages 2-63)
2. Ordinance & Budget Adjustment – Backhoe Purchase – Travis Matlock, PE/Mike Bender, PE (pages 64-70)
3. Financial Update – Jake Harper
4. Adjournment



Agenda Item Form

Date of City Council Meeting	8/9/2022
Department	Electric
Submitted by	Traivs 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):					
Resolution to award Bid 22-72 for the expansion of "I" Sub and an associated budget adjustment to Koontz Electric Company, Inc. for \$1,070,800.71.					

Estimated Cost	\$1,070,800.71
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Paid for from Electric Dept. Reserves. Covered in Electric Capital Improvement Plan.	





Budget Adjustment Request

Date of City Council Meeting	8/9/2022
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Expand "I" Sub to add additional transformer, breakers and bus work to serve expanding load.
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General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	47210	Plants and Building		\$ 1,070,800.71
		Totals	\$ -	\$ 1,070,800.71
		Net Impact on Fund Balance	\$ (1,070,800.71)	

*Final Account Number will be determined by Accounting Department after approval and purchase



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PLEASE RECYCLE



M E M O R A N D U M

DATE: August 2, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: "I" Sub Construction Bid Award 22-72

Electric Dept. staff recommends awarding bid 22-72 for the expansion of "I" Sub to Koontz Electric Company, Inc. for \$1,070,800.71. This will be paid for by Electric Dept. reserves.

The expansion of "I" Sub is required due to the population growth in the SW portion of town. BEUD has been purchasing the various components for the expansion over the past few months, and now are ready to award the construction. As stated in the past, this project is not budgeted in 2022, but is covered in the Electric Dept. Capital Plan and is covered in the current rate schedule.

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION****Date of Bid Opening:**

7/12/22

Time of Bid Opening:

2:00 PM

Solicitation ID Number:

IFB-22-72

Solicitation Title: Construction of Substation I

Bidders:		BBC Electrical Services, Inc.	Koontz Electric Company, Inc.
Line Item	Description	Per Construction Unit Price	Per Construction Unit Price
1	Construction Unit A – Structures, Buswork, Above Grade Grounding	\$360,662.00	\$212,720.99
2	Construction Unit B – Group Operated Switches	\$131,152.00	\$19,822.56
3	Construction Unit C – Arresters	\$9,840.00	\$5,946.72
4	Construction Unit D – Disconnect Switches, Fuses	\$76,387.00	\$19,202.95
5	Construction Unit E – Circuit Breakers	\$114,758.00	\$16,105.86
6	Construction Unit G – Protective Relaying, Metering	\$104,101.00	\$19,079.25
7	Construction Unit H – Power Transformer, Station Service	\$9,451.00	\$11,009.28
8	Construction Unit K – Cables, Conduits, Cable Trench	\$238,455.00	\$212,056.06
9	Construction Unit L – Concrete Foundations	\$180,715.09	\$245,568.25
10	Construction Unit M – Gravel Restoration	\$25,505.00	\$40,851.21
11	Construction Unit O – Below Grade Ground Tails	\$33,364.00	\$54,685.71
12	Construction Unit X – Existing Relay Panel Removal	\$2,049.00	\$9,291.83
13	Construction Unit V – Animal Mitigation Covers	\$14,760.00	\$4,460.04
14	Contingency	\$200,000.00	\$200,000.00
Total Bid Price		\$1,501,199.09	\$1,070,800.71
		*Corrections were made to various Extended Prices and Totals based on the Unit Prices provided in the BBC Electrical Services Bid Submission.	*Corrections were made to various Extended Prices and Totals based on the Unit Prices provided in the Koontz Electric Company Bid Submission.

purchasing@bentonvillear.com - (479) 271-3115

PROPOSAL

TO:

City of Bentonville, Arkansas

1000 SW 14th Street, Bentonville, AR 72712

(hereinafter called the "Owner").

ARTICLE I--GENERAL

Section 1. Offer to Construct. *The undersigned (hereinafter called the "Bidder") hereby proposes to receive and install such materials and equipment as may hereinafter be specified to be furnished by the Owner, and to furnish all other materials and equipment, all machinery, tools, labor, transportation and other means required to construct the project in strict accordance with the Plans, Specifications and Construction Drawings for the prices hereinafter stated.*

The total length of the project lines shall be determined by taking the sum of all straight horizontal span distances between pole stakes or from center to center of poles, or centerline of structures, carrying conductors, plus the length of service drops, if any, measured horizontally from center of last pole to the point of attachment to the consumer's building.

Section 2. Materials and Equipment. *The Bidder agrees to furnish and use in the construction of the project under this Proposal, in the event the Proposal is accepted, only materials and equipment approved by the Owner and Engineer.*

The Bidder agrees that the prices for wood poles, wood crossarms, and other timber products set forth herein shall include the cost of preservative treatment and inspection, insured warranty, or quality assurance. The Bidder further agrees to obtain from the supplier inspection and treatment reports or insured warranties, for checking against the delivered timber, and to submit such reports or warranties to the Owner as one of the prerequisites to monthly and final payments.

The Bidder will purchase all materials and equipment (other than Owner Furnished Materials) outright and not subject to any conditional sales agreements, bailment, lease or other agreement reserving unto the seller any right, title or interest therein. All such materials and equipment shall be new and shall become the property of the Owner when erected in place.

Section 3. Owner Furnished Materials. *The Bidder understands and agrees that, if this Proposal is accepted, the Owner will furnish to the Bidder the material set forth in the attached "Material List." For those items not yet delivered, the Bidder will, on behalf of the Owner, accept delivery of such of the materials as may be subsequently delivered and will promptly forward to the Owner for payment the supplier's invoice. The Bidder will acknowledge in writing the receipt of all materials received as indicated on the List. The material referred to are on hand at, or will be delivered to, the locations specified in the List and the Bidder will use such materials in constructing the project.*

The value of the completed Construction Units certified by the Bidder each month pursuant to Article III, Section 1.a of the Proposal will not include Owner Furnished Materials. Only ninety-five percent (95%) of the remainder shall be paid prior to the Completion of the project. Materials, if any, not required for the project, which have been furnished to the Bidder by the Owner or delivery of which has been accepted by the Bidder on behalf of the Owner, shall be returned to the Owner by the Bidder upon completion of construction of the project. The value of all materials not installed in the project nor returned to the Owner shall be deducted from the final payment to the Bidder.

The Owner shall not be obligated to furnish materials in excess of the quantities, size, kind and type set forth in the attached List. If the Owner furnishes, and the Bidder accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the Owner.

Information on the shipping schedules of materials on the "Material List" will be furnished to the Awarded Bidder as necessary during progress of the work.

Upon delivery, the Bidder shall promptly receive, unload, transport and handle all materials and equipment on the "Material List" at its expense and shall be responsible for demurrage, if any.

Section 4. Proposal on Unit Basis. *The Bidder understands and agrees that the various Construction Units on which bids are made are defined by symbols and descriptions in this Proposal, that all said bids are on a unit basis, and that the Owner may specify any number or combination of Construction Units that the Owner may deem necessary for the construction of the project. Separate Construction Units are designated for each different arrangement which may be used in the construction of the project. This Proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding Construction Drawings or description of unit where no drawing exists.*

Section 5. Description of Contract. *The Notice and Instructions to Bidders, Plans, Specifications, and Construction Drawings, which by this reference are incorporated herein, together with the Proposal and Acceptance constitute the Contract. The Plans, Specifications, and Construction Drawings, including maps, special drawings, and approved modifications in standard specifications are attached hereto and identified as follows:*

Schedule

Site location Maps

Ampirical Solutions, LLC Drawings #ESI-0430:Pages 1-14.

Bentonville Substation "I" Relaying Drawings, 71 Sheets Total.

L-Pile Report - Palmerton & Parrish

Soil Boring Report - GTS

Material List

Section 6. Due Diligence. *The Bidder has made a careful examination of the site of the project to be constructed and of the Plans, Specifications, Construction Drawings, and form of Contractor's Bond attached hereto, and has become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, and the kind of facilities required before and during the construction of the project, and has become acquainted with the labor conditions, federal, state, and local laws, rules, and regulations applicable to its performance.*

Section 7. License. *The Bidder warrants it possesses an Arkansas Contractor's License:*

No. 0003170922

said license expires on: 9/30, 2022.

Section 8. Warranty of Good Faith. *The Bidder warrants that this Proposal is made in good faith and without collusion or connection with any person or persons bidding for the same work.*

Section 9. Financial Resources.

- a. *The Bidder warrants that it has or will obtain the financial resources necessary to ensure completion of the project.*
- b. *The Bidder agrees that in the event this Proposal is accepted and a Contractor's Bond is required, it will furnish a Contractor's Bond in the form attached hereto, in a penal sum not less than the maximum Contract price, with a surety or sureties listed by the United States Department of Treasury as Acceptable Sureties.*

Section 10. Taxes. *The unit prices for Construction Units in this Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with the construction of the project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies and equipment, or services or labor of installation thereof, to be incorporated in the project as part of such Construction Units. The Bidder agrees to pay all such taxes, except taxes upon the sale, purchase or use of Owner Furnished Materials and it is understood that, as to Owner Furnished Materials, the items stated in the attached "Materials List" include taxes upon the sale, purchase or use of Owner Furnished Materials, if applicable. The Bidder will furnish to the appropriate taxing authorities all required information and reports pertaining to the project, except as to the Owner-Furnished Materials.*

Section 11. Changes in Quantities. *The Bidder understands and agrees that the quantities called for in this Proposal are approximate, and that the total number of units upon which payment shall be made shall be as set forth in the inventory. Any changes to the quantities or additions to the contract that are authorized by the Owner are to be submitted by a Change order by the Awarded Bidder. No additional quantities shall be ordered or installed, and no additional work shall be performed prior to Owner's approval of the Change Order."*

ARTICLE II - CONSTRUCTION

Section 1. Time and Manner of Construction.

- a. *The Bidder agrees to commence construction of the project on a date (hereinafter called the "Commencement Date") which shall be determined by the Engineer after notice to the bidder in writing of approval of the contract by the Owner and notice in writing from the Bidder that the Bidder has sufficient materials to warrant commencement and continuation of construction, but in no event will the Commencement Date be*

(Based on estimated pre-con conference of 8/15/22)

later than Nineteen (19) - Tentative calendar days after date of approval of the contract by the Owner. The Bidder further agrees to prosecute diligently and to complete construction in strict accordance with the Plans, Specifications and Construction Drawings within

One hundred-twelve (112) calendar days after Commencement Date: Provided, however, that the Bidder will not be required to dig holes, set poles, install anchors, install underground conduit, perform any plowing for the installation of underground cable, or dig trenches if there are more than six (6) inches of frost on the ground nor to perform any construction on such days when in the judgment of the Engineer snow, rain, or wind, or the results of snow, rain, or frost make it impracticable to perform any operation of construction; provided further that the Bidder will not be required to perform any plowing for the installation of underground cable on public roads or highways if there are more than two (2) inches of frost in the ground. To the extent of the time lost due to the conditions described herein and approved in writing by the Engineer, the time of completion set out above will be extended if the Bidder makes a written request therefore to the Owner as provided in subsection b of this Section 1.

- b. *The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of the Bidder, including Acts of God, fires, floods, inability to obtain materials and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible: Provided, however that no such extension of time for completion shall be granted the Bidder unless within ten (10) days after the happening of any event relied upon by the Bidder for such an extension of time the Bidder shall have made a request therefore in writing to the Owner, and provided further that no delay in such*

time of completion or in the progress of the work which results from any of the above causes except acts or omissions of the Owner, shall result in any liability on the part of the Owner. Delay days included in contract time for anticipated weather delays (on a monthly basis) are as follows:

September 2, 2022

October 6, 2022

November 4, 2022

December 2, 2022

- c. *The sequence of construction shall be as set forth below, the number or names being the designations of extensions or areas (hereinafter called the "Sections") corresponding to the numbers or names shown on the maps attached hereto, or if no Sections are set forth below, the sequence of construction shall be as determined by the Bidder, subject to the approval of the Engineer.*

See Schedule after Specs

- d. *The Owner, acting through the Engineer, may from time to time during the progress of the construction of the project make such changes, additions or subtractions from the Plans, Specifications, Construction Drawings, List of Materials and sequence of construction provided for in the previous paragraph which are part of the Contractor's Proposal as conditions may warrant: Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if the Bidder shall make a written request therefore to the Owner within (10) days after any such change is made. And provided further, that if the cost to the Bidder of construction of the project shall be materially increased by any such change or addition, the Owner shall pay the Bidder for the reasonable cost thereof in accordance with a Construction Contract Amendment signed by the Owner and the Bidder, but no claim for additional compensation for any such change or addition will be considered unless the Bidder shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.*

Section 2. Environmental Protection. *The Bidder shall perform the work in compliance with all applicable Federal, State, and local Environmental Laws. For purposes of this Agreement, the term "Environmental Laws" shall mean all Federal, state, and local laws including statutes, regulations, ordinances, codes, rules, and other governmental restriction and requirements relating to the environment or solid waste, hazardous substances, hazardous waste, toxic or hazardous material, pollutants or contaminants including, but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601, et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq., and the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, et seq., now or at any time hereafter in effect.*

Section 3. Tools, Equipment, and Qualified Personnel. *The Bidder agrees that in the event this Proposal is accepted it will make available for use in connection with the proposed construction all necessary tools and equipment and qualified supervisors and workers.*

Section 4. Changes in Construction. *The Bidder agrees to make such changes in construction previously installed in the project by the Bidder as required by the Owner for prices arrived at as follows:*

- a. *For substations and other units where only a portion of the complete unit is affected by the change, the compensation for such change shall be as agreed upon in writing by the Bidder and the Owner prior to the commencement of work in connection with such change.*
- b. *For all other units, the compensation for such change shall be the reasonable cost thereof as agreed upon by the Bidder and the Owner, but in no event shall it exceed two (2) times the labor price quoted in the Proposal for the installation of the unit to be changed. Such compensation shall be in lieu of any other payment for the installation and removal of the original unit. (If a new or replacing unit is installed, payment for such new or replacing unit shall be made as shown in the final inventory.)*

- c. *Any change to the construction contract shall be handled via change order, in accordance with the applicable sections herein, all applicable Arkansas procurement laws, and Owner's Purchasing Policy.*

No payment shall be made to the Bidder for materials or labor involved in correcting errors or omissions on the part of the Bidder which result in construction not in accordance with the Plans and Specifications.

Section 5. Construction Not in Proposal. *The Bidder also agrees that when it is necessary to construct units not shown in the Proposal, in absence of other mutual agreement, it will construct such units for a price arrived at as follows:*

- a. *The cost of materials shall be determined by the invoices.*
- b. *The cost of labor shall be the reasonable cost thereof, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio.*
- c. *Any change to the construction contract shall be handled via change order, in accordance with the applicable sections herein, all applicable Arkansas procurement laws, and Owner's Purchasing Policy.*

Section 6. Supervision and Inspection.

- a. *The Bidder shall give sufficient supervision to the work, using its best skill and attention. The Bidder will carefully study and compare all drawings, specifications and other instructions and will at once report to the Owner any error, inconsistency or omission which it may discover. The Bidder shall cause the construction work on the project to receive constant supervision by a competent superintendent (hereinafter called the "Superintendent") who shall be present at all times during working hours where construction is being carried on. The Bidder shall also employ, in connection with the construction of the project, capable, experienced and reliable supervisors and such skilled workers as may be required for the various classes of work to be performed. The Bidder shall be solely responsible for the means and methods of construction and for the supervision of the Bidder's employees.*
- b. *The Owner reserves the right to require the removal from the project of any employee of the Bidder if in the judgment of the Owner such removal shall be necessary in order to protect the interest of the Owner. The Owner shall have the right to require the Bidder to increase the number of its employees and to increase or change the amount or kind of tools and equipment if at any time the progress of the work shall be unsatisfactory to the Owner; but the failure of the Owner to give any such directions shall not relieve the Bidder of its obligations to complete the work within the time and in the manner specified in this Proposal.*
- c. *The construction of the project and all materials and equipment used therein, shall be subject to the inspection, tests, and acceptance by the Owner and the Engineer and the Bidder shall furnish all information required by the Owner or by the Engineer concerning the nature or source of any materials incorporated or to be incorporated in the project. All Bidder procedures and records pertaining to the work shall be made available to the Owner and the Engineer for review prior to such inspections and tests. The Bidder shall provide all reasonable facilities necessary for such inspection and tests and shall maintain an office at the site of the project, with telephone service where obtainable and at least one office employee to whom communications from the Owner may be delivered. Delivery of such communications in writing to the employee of the Bidder at such office shall constitute delivery to the Bidder. The Bidder shall have an authorized agent accompany the Engineer when final inspection is made and, if requested by the Owner, when any other inspection is made. The performance of such inspections or tests by the Owner or the Engineer shall not relieve the Bidder of its obligations to perform the work in accordance with the requirements of this Contract.*

- d. *In the event that the Owner, or the Engineer, shall determine that the construction contains or may contain numerous defects, it shall be the duty of the Bidder and the Bidder's Surety or Sureties, if any, to have an inspection made by an engineer approved by the Owner, for the purpose of determining the exact nature, extent and location of such defects.*
- e. *The Engineer may recommend to the Owner that the Bidder suspend the work wholly or in part for such period or periods as the Engineer may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for satisfactory prosecution of the work or because of the failure of the Bidder to comply with any of the provisions of the Contract: Provided, however, that the Bidder shall not suspend work pursuant to this provision without written authority from the Owner so to do. The time of completion hereinabove set forth shall be increased by the number of days of any such suspension, except when such suspension is due to the failure of the Bidder to comply with any of the provisions of this Contract. In the event that work is suspended by the Bidder with the consent of the Owner, the Bidder before resuming work shall give the Owner at least twenty-four (24) hours notice thereof in writing.*

Section 7. Defective Materials and Workmanship.

- a. *The acceptance of any materials, equipment (except Owner Furnished Materials) or any workmanship by the Owner or the Engineer shall not preclude the subsequent rejection thereof if such materials, equipment, or workmanship shall be found to be defective after delivery or installation, and any such materials, equipment or workmanship found defective before final acceptance of the construction shall be replaced or remedied, as the case may be, by and at the expense of the Bidder. Any such condemned material or equipment shall be immediately removed from the site of the project by the Bidder at the Bidder's expense. The Bidder shall not be entitled to any payment hereunder so long as any defective materials, equipment or workmanship in respect to the project, of which the Bidder shall have had notice, shall not have been replaced or remedied, as the case may be.*
- b. *Notwithstanding any certificate which may have been given by the Owner or the Engineer, if any materials, equipment (except Owner Furnished Materials) or any workmanship which does not comply with the requirements of this Contract shall be discovered within one (1) year after Completion of Construction of the project, the Bidder shall replace such defective materials or equipment or remedy any such defective workmanship within thirty (30) days after notice in writing of the existence thereof shall have been given by the Owner. If any such defective materials, equipment, or workmanship so replaced or repaired is found to be defective within one year after the completion of the replacement or repair, the Bidder shall replace or remedy such defective materials, equipment, or workmanship. If the Bidder shall be called upon to replace any defective materials or equipment or to remedy defective workmanship as herein provided, the Owner, if so requested by the Bidder shall deenergize that section of the project involved in such work. In the event of failure by the Bidder so to do, the Owner may replace such defective materials or equipment or remedy such defective workmanship, as the case may be, and in such event the Bidder shall pay to the Owner the cost and expense thereof.*

ARTICLE III--PAYMENTS AND RELEASE OF LIENS

Section 1. Payments to Bidder.

- a. *On or before the fifth (5) day of each calendar month, the Bidder will make application for payment, and the Owner, on or before the nineteenth (19) day of such month, shall make partial payment to the Bidder for construction accomplished during the preceding calendar month on the basis of completed Construction Units furnished and certified to by the Bidder, recommended by the Engineer and approved by the Owner solely for the purposes of payment: Provided, however, that such approval shall not be deemed approval of the workmanship or materials. Only ninety-five percent (95%) of each such estimate approved during the construction of the project shall be paid by the Owner to the Bidder prior to Completion of the project. Upon completion by the Bidder of the construction of the project, the Engineer will prepare an inventory of the project showing the total number and character of Construction Units and, after checking such*

inventory with the Bidder, will certify it to the Owner. Upon the approval by the Owner a Certificate of Completion in the form attached hereto, showing the total cost of the construction performed, the Owner shall make payment to the Bidder of all amounts to which the Bidder shall be entitled thereunder which shall not have been paid: Provided, however, that such final payment shall be made not later than ninety (90) days after the date of Completion of Construction of the project, as specified in the Certificate of Completion, unless withheld because of the fault of the Bidder.

- b. The Bidder shall be paid on the basis of the number of Construction Units actually installed at the direction of the Owner shown by the inventory based on the staking sheets or structure lists.
- c. Notwithstanding the provisions of Section 1.a above, the Bidder may, by giving written notice thereof to the Owner, elect to receive payment in full for any Section of the project upon:
 - (1) completion of construction of such Section as certified by the Engineer and approved by the Owner;
 - (2) submission to the Owner of the releases of lien and the certificate referred to in Section 2 of this Article;
 - (3) approval by the Owner of the inventory in respect of such Section; and
 - (4) submission to the Owner of the consent in writing by the Surety or Sureties, if any, on the Contractor's Bond to payment in full for such Section prior to Completion of the project.

If no Sections are designated in Article II, Section 1c, the term "Section" shall mean for purposes of this subsection c and Article IV, Section 3b only, a part of the project as designated by the Owner which represents at least twenty-five percent (25%) of the contract price, and which is capable of being energized and operated by the Owner.

- d. No payment shall be due while the Bidder is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Bidder the amount of any claim by a third party against either the Bidder or the Owner based upon an alleged failure of the Bidder to perform the work hereunder in accordance with the provisions of this Contract.
- e. The Owner and the Engineer shall have the right to inspect all payrolls, invoices of materials, and other data and records of the Bidder and of any subcontractor, relevant to the construction of the project.

Section 2. Release of Liens and Certificate of Contractor. Upon the completion by the Bidder of the construction of the project (or any Section thereof if the Bidder shall elect to receive payment in full for any Section when completed as provided above) but prior to final payment to the Bidder, the Bidder shall deliver to the Owner, in duplicate, releases of all liens and of rights to claim any lien, in the form attached hereto from all manufacturers, material suppliers, and subcontractors furnishing services or materials for the project or such Section and a certificate in the form attached hereto to the effect that all labor used on or for the project or such Section has been paid and that all such releases have been submitted to the Owner.

Section 3. Payments to Material Suppliers and Subcontractors. The Bidder shall pay each material supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Bidder for and on account of materials furnished or construction performed by each material supplier or each subcontractor.

ARTICLE IV--PARTICULAR UNDERTAKINGS OF THE BIDDER

Section 1. Protection to Persons and Property. *The Bidder shall at all times take all reasonable precautions for the safety of employees on the work and of the public, and shall comply with all applicable provisions of federal, state, and local laws, rules, and regulations and building and construction codes, in addition to the safety rules and procedures of the Owner.*

The following provisions shall not limit the generality of the above requirements:

- a. *The Bidder shall at no time and under no circumstances cause or permit any employee of the Bidder to perform any work upon energized lines, or upon poles carrying energized lines, unless otherwise specified in the Notice and Instructions to Bidders.*
- b. *The Bidder shall transport and store all material in facilities and vehicles which are designed to protect the material from damage. The Bidder shall ensure that all vehicles, trailers, and other equipment used comply with all applicable licensing, traffic, and highway requirements.*
- c. *The Bidder shall so conduct the construction of the project as to cause the least possible obstruction of public highways.*
- d. *The Bidder shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.*
- e. *The Bidder shall do all things necessary or expedient to properly protect any and all parallel, converging and intersecting lines, joint line poles, highways, and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project the Bidder shall at its own expense restore any or all of such damaged property immediately to as good a state as before such damage occurred.*
- f. *Where the right-of-way of the project traverses cultivated or grazing lands, the Bidder shall limit the movement of its crews and equipment so as to cause as little damage as possible to crops, orchards or property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during the construction of the project shall be replaced in as good condition as they were found and precautions shall be taken to prevent the escape of livestock. Except as otherwise provided in the descriptions of underground plowing and trenching assembly units, the Bidder shall not be responsible for loss of or damage to crops, orchards or property (other than livestock) on the right-of-way necessarily incident to the construction of the project and not caused by negligence or inefficient operation of the Bidder. The Bidder shall be responsible for all other loss of or damage to crops, orchards, or property, whether on or off the right-of-way, and for all loss of or damage to livestock caused by the construction of the project.*

The right-of-way for purposes of this said section shall consist of an area extending _____ feet on both sides of the center line of the poles along the route of the project lines, plus such area reasonably required by the Bidder for access to the route of the project lines from public roads to carry on construction activities.

- g. *The project, from the commencement of work to completion, or to such earlier date or dates when the Owner may take possession and control in whole or in part as hereinafter provided shall be under the charge and control of the Bidder and during such period of control by the Bidder all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Bidder. The Bidder shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Bidder by reason of any act of God or other casualty or cause whether or not the same shall have occurred by reason of the Bidder's negligence.*
- (i) *To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all claims, causes of action, losses, liabilities, and expenses (including reasonable attorney's fees) for personal loss, injury, or death to persons*

(including but not limited to Bidder's employees) and loss, damage to or destruction of Owner's property or the property of any other person or entity (including but not limited to Bidder's property) in any manner arising out of or connected with the Contract, or the materials or equipment supplied or services performed by Bidder, its subcontractors and suppliers of any tier. But nothing herein shall be construed as making Bidder liable for any injury, death, loss, damage, or destruction caused by the sole negligence of Owner.

(ii) To the maximum extent permitted by law, Bidder shall defend, indemnify, and hold harmless Owner and Owner's directors, officers, and employees from all liens and claims filed or asserted against Owner, its directors, officers, and employees, or Owner's property or facilities, for services performed or materials or equipment furnished by Bidder, its subcontractors and suppliers of any tier, and from all losses, demands, and causes of action arising out of any such lien or claim. Bidder shall promptly discharge or remove any such lien or claim by bonding, payment, or otherwise and shall notify Owner promptly when it has done so. If Bidder does not cause such lien or claim to be discharged or released by payment, bonding, or otherwise, Owner shall have the right (but shall not be obligated) to pay all sums necessary to obtain any such discharge or release and to deduct all amounts so paid from the amount due Bidder.

(iii) Bidder shall provide to Owner's satisfaction evidence of Bidder's ability to comply with the indemnification provisions of subparagraphs i and ii above, which evidence may include but may not be limited to a bond or liability insurance policy obtained for this purpose through a licensed surety or insurance company.

- h. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Bidder from the site of the project as rapidly as practicable as the work progresses.*
- i. Upon violation by the Bidder of any of the provisions of this section, after written notice of such violation given to the Bidder by the Engineer or the Owner, the Bidder shall immediately correct such violation. Upon failure of the Bidder so to do the Owner may correct such violation at the Bidder's expense: Provided, however, that the Owner may, if it deems it necessary or advisable, correct such violation at the Bidder's expense without such prior notice to the Bidder.*
- j. The Bidder shall submit to the Owner monthly reports in duplicate of all accidents, giving such data as may be prescribed by the Owner.*
- k. The Bidder shall not proceed with the cutting of trees or clearing of right-of-way without written notification from the Owner that proper authorization has been received from the owner of the property, and the Bidder shall promptly notify the Owner whenever any landowner objects to the trimming or felling of any trees or the performance of any other work on its land in connection with the project and shall obtain the consent in writing of the Owner before proceeding in any such case.*
- l. The Bidder will furnish, prior to the commencement of underground distribution construction, proof, satisfactory to the Owner, of compliance with requirements of highway and road authorities having jurisdiction, including without limitation, the furnishing of a bond or other guaranty, and approval by such authorities of the equipment and methods of construction and repair to be used by the Bidder.*

Section 2. Insurance. *The Bidder shall take out and maintain throughout the period of this Agreement the following types and minimum amounts of insurance:*

- a. Workers' compensation and employers' liability insurance, as required by law, covering all its employees who perform any of the obligations of the Bidder under the contract. If any employer or employee is not subject to the workers' compensation laws of the governing state, then insurance shall be obtained voluntarily to extend to the employer and employee coverage to the same extent as though the employer or employee were subject to the workers' compensation laws.*
- b. Public liability insurance covering all operations under the contract shall have limits for bodily*

injury or death of not less than \$1 million each occurrence, limits for property damage of not less than \$1 million each occurrence, and \$1 million aggregate for accidents during the policy period. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.

- c. Automobile liability insurance on all motor vehicles used in connection with the contract, whether owned, nonowned, or hired, shall have limits for bodily injury or death of not less than \$1 million per person and \$1 million each occurrence, and property damage limits of \$1 million for each occurrence. This required insurance may be in a policy or policies of insurance, primary and excess including the umbrella or catastrophe form.*

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in subsection "b" and "c" of this Section. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the Contract price as an Owner Approved Change Order.

The Owner shall be named as Additional Insured on all policies of insurance required in subsections "b" and "c" of this Section.

The policies of insurance shall be in such form and issued by such insurer as shall be satisfactory to the Owner. The Bidder shall furnish the Owner a certificate evidencing compliance with the foregoing requirements which shall provide not less than (30) days prior written notice to the Owner of any cancellation or material change in the insurance.

Section 3. Delivery of Possession and Control to Owner.

- a. Upon written request of the Owner the Bidder shall deliver to the Owner full possession and control of any portion of the project provided the Bidder shall have been paid at least ninety-five percent (95%) of the cost of construction of such portion. Upon such delivery of the possession and control of any portion of the project to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such portion of the project so delivered to the Owner shall be terminated; Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials and workmanship as contained in Article II, Section 7 hereof.*
- b. Where the construction of a Section as hereinbefore defined in Article II, Section 1.c and Article III, Section 1.c shall have been completed by the Bidder, the Owner agrees, after receipt of a written request from the Bidder, to accept delivery of possession and control of such Section upon the issuance by the Engineer of a written statement that the Section has been inspected and found acceptable by the Engineer. Upon such delivery of the possession and control of any such Section to the Owner, the risk and obligations of the Bidder as set forth in Article IV, Section 1.g hereof with respect to such Section so delivered to the Owner shall be terminated: Provided, however, that nothing herein contained shall relieve the Bidder of any liability with respect to defective materials or workmanship as contained in Article II, Section 7 hereof.*

Section 4. Energizing the Project.

- a. Prior to Completion of the project the Owner, upon written notice to the Bidder, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized shall be considered as within the possession and control of the Owner and governed by the provisions of Section 3 of this Article. Upon written notice to the Bidder by the Owner of the completion of such test and upon deenergizing the lines involved therein said portion or portions of the project shall be considered as returned to the possession and control of the Bidder unless the Owner shall elect to continue possession and control in the manner provided in Section 3 of this Article.*
- b. The Owner shall have the right to energize permanently any portion or portions of the project delivered to its possession and control pursuant to the provisions of Section 3 of this Article.*

Section 5. Assignment of Guarantees. *All guarantees of materials and workmanship running in favor of the Bidder shall be transferred and assigned to the Owner prior to the time the Bidder receives final payment.*

ARTICLE V--REMEDIES

Section 1. Completion on Bidder's Default. *If default shall be made by the Bidder or by any subcontractor in the performance of any of the terms of this Proposal, the Owner, without in any manner limiting its legal and equitable remedies in the circumstances, may serve upon the Bidder and the Surety or Sureties, if any, upon the Contractor's Bond or Bonds a written notice requiring the Bidder to cause such default to be corrected forthwith. Unless within twenty (20) days after the service of such notice upon the Bidder such default shall be corrected or arrangements for the correction thereof satisfactory to both the Owner and the Engineer shall be made by the Bidder or its Surety or Sureties, if any, the Owner may take over the construction of the project and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Bidder, and the Bidder and its Surety or Sureties, if any, shall be liable to the Owner for any cost or expense in excess of the Contract price occasioned thereby. In such event the Owner may take possession of and utilize, in completing the construction of the project, any materials, tools, supplies, equipment, appliances, and plant belonging to the Bidder or any of its subcontractors, which may be situated at the site of the project. The Owner in such contingency may exercise any rights, claims or demands which the Bidder may have against third persons in connection with this Contract and for such purpose the Bidder does hereby assign, transfer and set over unto the Owner all such rights, claims and demands.*

Section 2. Incentive/Disincentive. *The undersigned Bidder agrees to begin work within (Based on estimated pre-con conference of 8/15/22) 19 calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" will be issued during pre-con conference and to complete the work within*

112 consecutive calendar days thereafter (except as modified in accordance with the GENERAL CONDITIONS of these Contract Documents). The Contract Price shall be adjusted as follows:

Increased \$ 1,000.00 for each day final completion of the Project precedes the final completion calendar day total, 112 from Notice to Proceed, or decreased

\$1,000.00 for each day final completion of the Project exceeds the final completion calendar day total (subject to any changes in the final completion calendar day totals, by addendum).

The ultimate increase is limited to a maximum of 30 calendar days or \$ 30,000.00.

Section 3. Cumulative Remedies. *Every right or remedy herein conferred upon or reserved to the Owner or the Government shall be cumulative, shall be in addition to every right and remedy now or hereafter existing at law or in equity or by statute and the pursuit of any right or remedy shall not be construed as an election: Provided, however, that the provisions of Section 2 of this Article shall be the exclusive measure of damages for failure by the Bidder to complete the construction of the project within the time herein agreed upon.*

ARTICLE VI--MISCELLANEOUS

Section 1. Definitions.

- a. *The term "Engineer" shall mean the Engineer employed by the Owner, to provide engineering services for the project and said Engineer's duly authorized assistants and representatives.*
- b. *The term "Completion of Construction" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof except the Bidder's obligations in respect of (1) Releases of Liens and Certificate of Contractor under Article III, Section 2 hereof, (2) the inventory referred to in Article III, Section 1 hereof, and (3) other final*

documents. The term "Completion of the Project" shall mean full performance by the Bidder of the Bidder's obligations under the Contract and all amendments and revisions thereof. The Certificate of Completion, signed by the Engineer and approved in writing by the Owner, shall be the sole and conclusive evidence as to the date of Completion of Construction and as to the fact of Completion of the Project.

Section 2. Materials and Supplies. *In the performance of this contract there shall be furnished only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States or in any eligible country, and only such manufactured articles, materials, and supplies as have been manufactured in the United States or in any eligible country substantially all from articles, materials, or supplies mined, produced or manufactured, as the case may be, in the United States or in any eligible country; provided that other articles, materials, or supplies may be used in the event and to the extent that the Engineer shall expressly in writing authorize such use pursuant to the provisions of the Rural Electrification Act of 1938, being Title IV of Public Resolution No. 122, 75th Congress, approved June 21, 1938. For the purposes of this section, an "eligible country" is any country that applies with respect to the United States an agreement ensuring reciprocal access for United States products and services and suppliers to the markets of that country, as determined by the United States Trade Representative. The Bidder agrees to submit to the Owner such certificates with respect to compliance with the foregoing provision as the Engineer from time to time may require.*

Section 3. Patent Infringement. *The Bidder shall hold harmless and indemnify the Owner from any and all claims, suits and proceedings for the infringement of any patent or patents covering any materials or equipment used in construction of the project.*

Section 4. Permits for Explosives. *All permits necessary for the handling or use of dynamite or other explosives in connection with the construction of the project shall be obtained by and at the expense of the Bidder.*

Section 5. Compliance with Laws. *The Bidder shall comply with all federal, state, and local laws, rules, and regulations applicable to its performance under the contract and the construction of the project. The Bidder acknowledges that it is familiar with the Rural Electrification Act of 1936, as amended, the Anti Kick-Back Act of 1986 (41 U.S.C. 51 et seq), and 18 U.S.C. §§ 286, 287, 641, 661, 874, 1001, and 1366, as amended.*

The Bidder represents that to the extent required by Executive Orders 12549 (3 CFR, 1985-1988 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), Debarment and Suspension, and 7 CFR part 3017, it has submitted to the Owner a duly executed certification in the form prescribed in 7 CFR part 3017.

The Bidder represents that, to the extent required, it has complied with the requirements of Pub. L. 101-121, Section 319, 103 Stat. 701, 750-765 (31 U.S.C. 1352), entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," and any rules and regulations issued pursuant thereto.

Section 6. Equal Opportunity Provisions.

a. Bidder's Representations.

The Bidder represents that:

It has X, does not have , 100 or more employees, and if it has, that it has X, has not , furnished the Equal Employment Opportunity-Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 of September 24, 1965, and Title VII of the Civil Rights Act of 1964.

The Bidder agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Bidder agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Bidder will file such report, as required by law, and notify the owner in writing of such filing prior to the Owner's acceptance of this Proposal.

- b. *Equal Opportunity Clause. During the performance of this Contract, the Bidder agrees as follows:*
- (1) The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.*
 - (2) The Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.*
 - (3) The Bidder will send to each labor union or representative of workers, with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
 - (4) The Bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.*
 - (5) The Bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*
 - (6) In the event of the Bidder's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.*
 - (7) The Bidder will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; Provided, however, that in the event Bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Bidder may request the United States to enter into such litigation to protect the interests of the United States.*
- c. *Certificate of Nonsegregated Facilities. The Bidder certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its*

employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

- d. Bidder to comply with all State and Local Equal Opportunity regulations. Completed EO compliance forms shall be supplied to Owner as Requested.

Section 7. Franchises and Rights-of-Way. The Bidder shall be under no obligation to obtain or assist in obtaining: Any franchises, authorizations, permits or approvals required to be obtained by the Owner from Federal, State, County, Municipal or other authorities; any rights-of-way over private lands; or any agreements between the Owner and third parties with respect to the joint use of poles, crossings, or other matter incident to the construction and operation of the project.

Section 8. Nonassignment of Contract. The Bidder shall perform directly and without subcontracting not less than twenty-five percent (25%) of the construction of the project, to be calculated on the basis of the total Contract price. The Bidder shall not assign the Contract effected by an acceptance of this Proposal or any interest in any funds that may be due or become due hereunder or enter into any contract with any person, firm or corporation for the performance of the Bidder's obligations hereunder or any part thereof, without the approval in writing of the Owner and of the Surety or Sureties, if any, on any bond furnished by the Bidder for the faithful performance of the Bidder's obligations hereunder. If the Bidder, with the consent of the Owner and any Surety or Sureties on the Contractor's Bond or Bonds, shall enter into a subcontract with any subcontractor for the performance of any part of this Contract, the Bidder shall be as fully responsible to the Owner and the Government for the acts and omissions of such subcontractor and of persons employed by such subcontractor as the Bidder would be for its own acts and omissions and those of persons directly employed by it.

Section 9. Successors and Assigns. Each and all of the covenants and agreements herein contained shall extend to and be binding upon the successors and assigns of the parties hereto. The Owner and Bidder acknowledge that this Contract is assigned to the Government, for security purposes under the Owner's mortgage and security instrument.

Section 10. Independent Contractor. The Bidder shall perform the work as an independent contractor, not as a subcontractor, agent, or employee of the Owner. Upon acceptance of this Proposal, the successful Bidder shall be the Contractor and all references in the Proposal to the Bidder shall apply to the Contractor.

ATTEST:

Michelle L. Ashmae
Secretary

Dated 7/12/2022

Koontz Electric Company, Inc.

Bidder

Dean Hoover President, CEO

1223 East Broadway, Morrilton, AR 72110
Address

The Proposal must be signed with the full name of the Bidder. If the Bidder is a partnership, the Proposal must be signed in the partnership name by a partner. If the Bidder is a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the Corporation.

Note: *This BEUD Contract Form was based on RUS Form 830 and has been modified for this solicitation in accordance with applicable Arkansas Procurement Laws for municipal public improvement projects, and the City's Purchasing Policy.*



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-72	Solicitation Title:	Construction of Substation I
Addendum Number:	1	Date of Issuance:	July 1, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated June 12, 2022.

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

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response document (such as a Bid Pricing Sheet) is included herein, Bidders must use only the Amended Form in their Bid Submission.

This Addendum Number 1 consists of 3page(s).

Specifications:

1.0 Mule Tape

1.1 Unit K-3, page 66 – After Contractor attaches the feeder exit conduit to the owner installed conduit outside of the station, Contractor is required to install a mule tape from the termination stand in the station to the corresponding riser location on the distribution lines. Mule tape shall be a minimum of 1,250 lb rating and shall be secured on each end of the run. Contractor shall use Polywater Bonduit conduit adhesive for any HDPE to PVC joints. Use of the PVC to HDPE quick connect coupling is acceptable if first approved by BEUD.

2.0 Anchor Bolts

2.1 Page 22B of the specifications (Material List Part 1) indicates that Item A-1 will be delivered to the substation site. The anchor bolts for the steel are set to arrive on 8/11/22 and will be delivered to the City Warehouse. Contractor will be required to load and transport the anchor bolts to the substation site. The remaining steel items will be delivered directly to the substation site to be offloaded by the Contractor.



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ADDENDUM TO SOLICITATION

3.0 Control Cable

3.1 Unit K-1, Page 64 states “all material required for this construction unit (K-1) shall be furnished by the Contractor”. Bentonville will supply the control cable only for this unit according to the table below. Contractor is still required to supply all other material associated with Unit K-1

Wire Type	QTY (FT)
2C / #10	1830
3C / #10	1595
4C / #10	3845
4C / #12	630
12C / #12	3980
3C / #6 W/ GND	235
3C / 4/0 W/ GND	280

Questions and Answers:

Questions and City's answers from the Optional Pre-Bid Meeting held on June 28, 2022 at 1:00 PM:

Line Number	Submitted Question	City's Response
1	Who will the Construction Representative be?	Ampirical
2	Any adjusting needed on existing switch (Sw 391) and if so, who is responsible?	Contractor should plan to adjust this switch. The switch has been in the open position for 10 years and more than likely needs to be slightly adjusted.
3	Is the City building/ordering new panels similar to the old ones so that the cables will be long enough?	Yes, the City and Ampirical have worked diligently to specify the new panels to be similar to the old ones.
4	Does the Scope include any battery work?	No, battery work is not needed/part of the IFB-22-72 Scope of Work.
5	Will metering be ready?	The discussion with AEP is underway and they are aware. The City is working to ensure this will be ready; however, in the event that it is not, the City will be able to use a Tie Breaker.
6	When will the City be testing Arrestors and Potential Transformers (PTs) (at the end of the project or both before and after)?	Arrestors should be tested before, and PTs should be tested after; however, the City will not hold Contractor's work up.



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ADDENDUM TO SOLICITATION

Special Attention Items:

Number	Item
1	Section 0-1: Grounding – Ground Grid is not in the exact location drawings show; not far off, but be prepared to locate.
2	K3 Feeder Exits: Drawings and Specifications Document differ slightly in what they communicate. Specifications take precedence over drawings.
3	K1 and K2 Specification: - Any damage to ground, Contractor is responsible for repairing. - Any damage to trenches, Contractor is responsible for repairing.
4	Power Transformer On-Site: When Contractor arrives at the site, they are responsible for inspection of the Power Transformer and responsible for care and security throughout the Project (until 100% approved completion).
5	Anything underground must be waterproofed and sealed.
6	Contractor shall remove existing spoils from the job site; no mud shall be present in the rock put back down.
7	SCADA Cabinet is installed and waiting on Contractor to attach SCADA cables.
8	Relay Panels: - 1400 Series Drawing - 1300 Series – AC and DC Schematics - 1500 Series – External Connection Drawings - o 1506-1511 covers this Project; others have been included for reference.
9	Contractor is not responsible for testing and commissioning.
10	The City will be adding an additional gate for work-site access.
11	Contractor shall take delivery of the Control Cables at the same time as the other material, from the City's warehouse, at the beginning of the Project.

[End of Addendum 1]



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-72	Solicitation Title:	Construction of Substation I
Addendum Number:	2	Date of Issuance:	July 6, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated June 12, 2022.

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

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response document (such as a Bid Pricing Sheet) is included herein, Bidders must use only the Amended Form in their Bid Submission.

This Addendum Number 2 consists of 2 page(s).

Bid Bond Form:

1.0 Bid Bond Form: The original Bid Bond Form included in the IFB-22-72 Bid Packet contained an error referencing a Bid Bond requirement of 10%.

1.1 The required Bid Bond amount for IFB-22-72 is 5% (five percent), as stated in the Advertisement for Bids.

1.2 A revised Bid Bond Form, reflecting the correct amount of 5% has been included in this Addendum Number 2 to IFB-22-72.

[Revised Bid Bond Form Follows]



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-72	Solicitation Title:	Construction of Substation I
Addendum Number:	3	Date of Issuance:	July 7, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated June 12, 2022.

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

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response document (such as a Bid Pricing Sheet) is included herein, Bidders must use only the Amended Form in their Bid Submission.

This Addendum Number 3 consists of 3 page(s).

Questions and Answers:

Line Number	Submitted Question	City's Response
1	Drawing ESI-0430/SHEET E20 lists a BOM but does not show whether each line is to be provided by Owner or Contractor, can a breakdown of what materials and quantities are required by Contractor be provided?	BEUD is providing all materials on this BOM.
2	Please clarify the size of the grounding conductor to be supplied in the new Trenwa Cable trench and what is the size of the current ground in the existing trench.	All ground conductor is 4/0 copper.
3	There are ground grid additions in the project but the trench backfill isn't specified. Please clarify what type of trench backfill is required.	Re-use the removed material and compacted back to original grade as noted in spec Unit O-1, H(1).
4	Are the feeder and control cable conduit sweeps steel or PVC? To what radius does a long sweep refer, i.e. 48", 60" or 180"	Conduit stub-ups in the yard are to be RGS. Other below grade conduits and elbows in the yard are to be PVC. Feeder conduit elbows are to be 60" sweep for 6" conduits. Reference BEUD Construction Specifications 10.2.4 document for additional information.



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ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
5	Can drawings ESI-0900/SHEET13 and ESI-0401/SHEET 2 be provide in CAD format?	CAD files will not be distributed.
6	In CONSTRUCTION UNIT K-2, CABLE TRENCH, Section B4 required a pea gravel under the Trenwa Cable trench but drawing ESI-0910 calls for class 67 bedding. It is assumed that this references ASTM D448 – 12, Table 1, Standard Sizes of Processed Aggregate, size number 67. If this is true, this specifies majority of the aggregate to be ¾ inch rock. Please clarify which is required	BEUD requires pea gravel for the interior only.
7	Is it correct to assume that the perforated pipe under the new trench will tie into an existing drain system under the current trench system?	The contractor should be able to tie new drainpipe at end of the existing trench system.
8	Is the perforated pipe under the current trench system accessible without major excavation under the existing trench?	It should be accessible near the end of the existing cable trench; however, this cannot be confirmed or guaranteed.
9	In CONSTRUCTION UNIT M-1, GRAVEL RESTORATION & WEED KILLER, Section A1, the substation rock is specified as number 57 which is assumed to refer to the ASTM D448 – 12, Table 1, Standard Sizes of Processed Aggregate size number 57. If this is true, this specifies 1" inch rock. Can this be used in place of number 67 under the Trenwa Cable trench?	This is not an issue as long as the gravel is washed/clean to allow water from the trench to flow into the drainpipe and the stone can be properly compacted to prevent settlement of the trench system.
10	Even though this wasn't mentioned, is there a wet impedance level (ohm-meter) to be met for the substation rock?	Refer to the included Substation I Resistivity Data Report.
11	CONSTRUCTION UNIT A-2 and A-3, the aluminum bus is to be welded. Can DMC crimping be substituted for this requirement?	No- a crimped connection is not allowed.
12	Item 2 and 3 of Section D on page 46 indicate we are to provide weight of structures, footage of wire, ratings, etc., We believe these items do not seem to belong to this quote as BEUD is providing all these items. Please provide guidance.	This does not apply. All material is BEUD supplied.



CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE

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

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
13	In CONSTRUCTION UNIT H-1, POWER TRANSFORMER, Section B2 required the contractor to “inspect the power transformer for visible damage or shortages. If no damage or shortages are noted, the Contractor shall accept responsibility for the transformer.” Since no testing is required in the bid, only the physical exterior part of the transformer can be inspected. This implies to us that we are not held responsible of any unseen damage in the control cabinet, inside the tank or tap-changer. Also, we are confused by what is meant by “shortages” as we don’t know what was supposed to have been provided with the transformer. Please clarify this statement so it is clearly understood what the contractor will be held responsible.	The contractor should note any visible exterior damages and report to the BEUD prior to acceptance. Testing was completed and accepted by BEUD; therefore, there should be no shortages. After acceptance, the contractor will be responsible for the care and security throughout the Project until 100% approved completion.
14	Requesting Bid Submittal Date be pushed to at least 7-19-22 in order to properly address all information in first addendum and all responses to questions that have been submitted.	The City has carefully reviewed the Addenda issued and the bid timeline, and has not determined a need to extend the bid submission date.

[See following attachment: Substation I Resistivity Data]

PROPOSAL SUMMARY **SUBSTATION CONSTRUCTION ASSEMBLY UNITS**

Construction Unit A – Structures, Buswork, Above Grade Grounding -----	\$ 212,720.99
Construction Unit B – Group Operated Switches -----	\$ 19,822.57
Construction Unit C – Arresters -----	\$ 5,946.77
Construction Unit D – Disconnect Switches, Fuses-----	\$ 19,203.12
Construction Unit E – Circuit Breakers -----	\$ 16,105.84
Construction Unit G – Protective Relaying, Metering -----	\$ 19,079.23
Construction Unit H – Power Transformer, Station Service -----	\$ 11,009.28
Construction Unit K – Cables, Conduits, Cable Trench -----	\$ 212,058.77
Construction Unit L – Concrete Foundations -----	\$ 245,568.25
Construction Unit M – Gravel Restoration -----	\$ 40,851.21
Construction Unit O – Below Grade Ground Tails -----	\$ 54,685.71
Construction Unit X – Existing Relay Panel Removal -----	\$ 9,291.83
Construction Unit V – Animal Mitigation Covers -----	\$ 4,460.08
Contingency -----	\$ 200,000.00
TOTAL SUBSTATION CONSTRUCTION ASSEMBLY -----	\$ 1,070,803.65

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "A" - Structures & Buswork

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
A-1	Installation 161 & 15kV Structures	Lot	65,290.60		65,290.60	65,290.60
A-2	161kV Buswork	Lot	29,733.86		29,733.86	29,733.86
A-3	15kV Buswork	Lot	117,696.53		117,696.53	117,696.53
Construction Unit "A" - Structure & Buswork Total:						212,720.99

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "B" - Group Operated Switches

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
B-1	15kV, 2000A GOAB	1	2,477.82		2,477.82	2,477.82
B-2	15kV, 2000A GOAB	1	2,477.82		2,477.82	2,477.82
B-3	15kV, 2000A GOAB	1	2,477.82		2,477.82	2,477.82
B-4	15kV, 1200A GOAB	5	2,477.82		2,477.82	12,389.11
Construction Units "B" - Group Operated Switches Total:						19,822.57

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "C" - Arresters

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
C-1	10kV, 8.4kV MCOV Arrester	12	495.56		495.56	5,946.77
Construction Units "C" - Arresters Total:						5,946.77

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "D" - Disconnect Switches & Fuses w/Fuse Links

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
D-1	15kV, 1200A, Hookstick	30	495.56		495.56	14,866.93
D-2	15kV, Fused Cutout	7	495.56		495.56	3,468.95
D-3	15kV, Fuse Links	7	123.89		123.89	867.24
Construction Units "D" - Disconnect Switches & Fuses w/Fuse Links Total:						19,203.12

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "E" - Circuit Breakers

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
E-1	161kV, 1200A Circuit Breaker	1	4,955.64		4,955.64	4,955.64
E-2	15kV, 1200A Circuit Breaker	5	1,858.37		1,858.37	9,291.83
E-3	15kV, 2000A Circuit Breaker	1	1,858.37		1,858.37	1,858.37
Construction Units "E" - Circuit Breakers Total:						16,105.84

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "G" - Protective Relaying & Metering

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
G-1	Indoor Relay Panel	5	2,477.82		2,477.82	12,389.11
G-2	15kV Metering CT	3	743.35		743.35	2,230.04
G-3	7.2kV Metering PT	3	743.35		743.35	2,230.04
G-4	7.2kV Relaying PT	3	743.35		743.35	2,230.04
Construction Units "G" - Protective Relaying & Metering Total:						19,079.23

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "H" - Power Transformers

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6 EXTENDED PRICE - LABOR AND MAT.
			LABOR	MATERIALS	LABOR AND MATERIALS	
H-1	161-12.47kV Power Transformer	1	5,004.69	682.95	5,687.64	5,687.64
H-2	7,200-120/240kV Station Service	1	4,980.16	341.48	5,321.64	5,321.64
Construction Units "H" - Power Transformers Total:						11,009.28

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "K" - Cables, Conduits, & Cable Trench

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
K-1	Cables & Conduits	Lot	94,775.27	21,822.69	116,597.96	116,597.96
K-2	Cable Trench	Lot	2,476.62	34,489.16	39,965.78	36,965.78
K-3	6" Feeder Conduits (Horz. Feet)	466	74.81	50.71	125.53	58,495.03
Construction Units "K" - Cables, Conduits, & Cable Trench Total:						212,058.77

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "L" - Concrete Foundations

UNIT NO.	NAME AND DESCRIPTION OF UNIT	CU. YARDS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
L-1	Augured Piers Foundations (97.16 Total Yards)					
	Pier "C" (3.14 Cu. Yds. Each - 2 Piers Total)	6.28	162.92	2,268.77	2,431.69	15,271.01
	Pier "F" (3.14 Cu. Yds. Each - 2 Piers Total)	6.28	-	-	-	-
	Pier "G" (3.67 Cu. Yds. Each - 2 Piers Total)	7.34	162.92	2,268.77	2,431.69	17,848.60
	Pier "H" (3.92 Cu. Yds. Each - 12 Piers Total)	47.04	162.92	2,268.77	2,431.69	114,386.66
	Pier "P" (3.92 Cu. Yds. Each - 4 Piers Total)	15.68	162.92	2,268.77	2,431.69	38,128.89
	Pier "Q" (14.54 Cu. Yds. Each - 1 Pier Total)	14.54	162.92	2,268.77	2,431.69	35,356.76
L-2	Flat Piers Foundations (15.11 Total Yards)					
	Pier "S" (3.11 Cu. Yds. Each - 1 Pier Total)	3.11	108.97	1,517.52	1,626.49	5,058.40
	Pier "T" (2.00 Cu. Yds. Each - 6 Piers Total)	12.00	108.97	1,517.52	1,626.49	19,517.93
Construction Units "L" - Concrete Foundations Total:						245,568.25

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "M" - Gravel Restoration

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
M-1	Gravel Restoration & Weed Killer	Lot	2,736.93	38,114.28	40,851.21	40,851.21
Construction Units "M" - Gravel Restoration Total:						40,851.21

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "O" - Below Grade Ground Tails

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
O-1	Below Grade Grounds Tails	Lot	29,949.13	24,736.58	54,685.71	54,658.71
Construction Units "O" - Below Grade Ground Tails Total:						54,685.71

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "V" - Animal Mitigation Covers

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
V-1	Animal Mitigation Covers	36	123.89		123.89	4,460.08
Construction Units "V" - Animal Mitigation Covers Total:						4,460.08

SUBSTATION "I" 2022 SUBSTATION CONSTRUCTION UNITS

Construction Units "X" - Existing Relay Panel Removal

UNIT NO.	NAME AND DESCRIPTION OF UNIT	NO. OF UNITS	UNIT PRICE			6
			LABOR	MATERIALS	LABOR AND MATERIALS	EXTENDED PRICE - LABOR AND MAT.
X-1	Existing Relay Panel Removal	1	9,291.83		9,291.83	9,291.83
Construction Units "X" - Existing Relay Panel Removal Total:						

U.S. Department of Agriculture
Rural Utilities Service

BID BOND

1. *KNOW ALL PERSONS that we, Koontz Electric Company, Inc.*
_____ as Principal, and
Hartford Casualty Insurance Company

as Surety, are held and firmly bound unto City of Bentonville, Arkansas
_____ (hereafter called the "Owner")
in the penal sum of five percent (5%) of the amount of the bid referred to in paragraph 2 below, but not to
exceed Five Percent of Amount of Bid dollars (\$ 5% of Amount of Bid), as
hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our
executors, administrators, successors and assigns, jointly and severally, by these presents;
2. *WHEREAS, the Principal has submitted a bid to the Owner for the construction of the Rural Utilities Service*
project known as Substation "I" 161-12.47kV Substation Additions.
3. *NOW, THEREFORE, the condition of this obligation is such that if the Owner shall accept the bid of the*
Principal, and
- a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and*
give such Contractor's Bond or Bonds for the performance of the contract and for the prompt payment of
labor and material furnished for the project as may be specified in the bid, or
- b. in the event of the failure of the Principal to execute such contract documents, if any, and give such*
Contractor's Bond or Bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal
sum hereof, between the amount specified in the bid and such larger amount for which the Owner may in
good faith contract with another party to construct the project, then this obligation shall be void, otherwise
to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this

12th day of July, 2022

Koontz Electric Company, Inc. (Seal)
Principle

By Vernon
Dean Hoover
President, CEO
Title

ATTEST:

Michelle J. Ashmore
Secretary

Hartford Casualty Insurance Company (Seal)

By Judy Schoggen
Judy Schoggen, Attorney-in-Fact
Title

ATTEST:

Susan Washburn
XXXXXXXXXX

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: THE CASHION COMP INS & BONDING LLC

Agency Code: 38-591481

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Lola Burton, Benson A. Cashion, Matthew K. Cashion, Jr., Holly Clevenger, Michael G. Dornblaser, Lee W. Jackson, Julie Martin, Judy Schoggen of LITTLE ROCK, Arkansas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 13th day of February, 2020, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Noelle Ciccone
My Commission #FF029702
Expires June 20, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 12, 2022

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<u>Koontz Electric Company, Inc.</u>	<u>City of Bentonville, Arkansas</u>
Organization Name	Substation "I" 161-12.47kV Substation Additions
	PR/Award or Project Name

Dean Hoover, President, CEO

Name and Title



Signature

7/12/2022

Date



NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Arkansas

County of Conway

I, Dean Hoover, President, CEO of Koontz Electric Co. of lawful age, being first duly sworn, on oath says that:

1.(s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: Dean Hoover Title: President, CEO

Subscribed and sworn before me this: 12 day of July, 2022

Notary Public: Michelle L. Ashmore My commission expires: 10/23/2028





BIDDER QUALIFICATIONS RESPONSE

(REQUIRED IN ANY SUBMISSION TO IFB-22-72)

Bidders shall complete this Response Document and include it in any Submission to IFB-22-72. Failure to include this Form completed may result in the Submission being declared non-responsive.

The City (Owner) reserves the right to contact companies for whom the Bidder has performed work for, and to use any information gained via contacting those companies, via information contained in this Form, or via other information included in Bidder's Submission in the evaluation of Bidder's qualifications to complete the IFB-22-72 Scope of Work.

General Information:

Company Bidding:	Koontz Electric Co., Inc.	Contact Person (Name):	Jeff Ludwig
Contact Person (Phone):	501-242-6118	Contact Person (Email):	jeff.ludwig@koontzelectric.com
Company Address:	1223 East Broadway, Morrilton, AR 72110		

Primary Business Activity Description:

Heavy industrial electrical contractor.

Bidder possesses a (check if applicable and included additional information below):

☒ Arkansas Contractors License

Arkansas Contractors License Number: 0003170922 Expiration Date: 9/30/2022

Average Number of Employees Per Year – Last 3 Years:

Year: 2021	Year: 2020	Year: 2019
# of Employees: 210	# of Employees: 190	# of Employees: 190

Annual Dollar Volume Per Year – Last 3 Years:

Year: 2021	Year: 2020	Year: 2019
\$ 42,820,419	\$ 53,822,591	\$ 49,560,532

Largest Job Completed During the Last 3 Years:

Project Title: Fort Peck Powerhouse Transformer Install
Customer/Owner: USACE, Omaha District
Contact Name: Daniel Monahan Phone: 402-995-2886 Email: daniel.d.monahan@usace.army.mil
Dollar Value of Project: \$ 8,788,287
Completion Time: 11/17/2021

(Form continues on following page)



BIDDER QUALIFICATIONS RESPONSE

(REQUIRED IN ANY SUBMISSION TO IFB-22-72)

Current Major Jobs in Progress:

1. PLEASE SEE ATTACHED WORK IN PROGRESS REPORT.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	

2.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	

3.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	

Major Jobs Completed in the Last 3 Years:

1.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Completion Date:		Substation Construction (Yes/No):	

2.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Completion Date:		Substation Construction (Yes/No):	

3.

Customer/Location:			
Type of Work:		Size (Dollar Value):	
Customer Contact (Name):		Phone Number:	
Completion Date:		Substation Construction (Yes/No):	

Are there any judgements, claims or suits pending or outstanding against your company: ☐ Yes ☒ No

If yes, attach details.

Has the Company now or ever been involved in any bankruptcy or reorganization: ☐ Yes ☒ No

If yes, attach details.

Has the Company received any Regulatory (EPA, OSHA, etc.) inspections in the last three years?: ☐ Yes ☒ No

If yes, attach details.

(Form continues on following page)



BIDDER QUALIFICATIONS RESPONSE

(REQUIRED IN ANY SUBMISSION TO IFB-22-72)

Has the Company received any Regulatory (EPA, OSHA, etc.) citations in the last three years?: ☐ Yes ☒ No

If yes, attach details.

Has the Company had a fatality in the last three years? : ☐ Yes ☒ No

If yes, attach details.

Prior Similar Experience References:

Bidders shall use the spaces below to provide at least three references for whom the Bidder has completed the same or similar Scope of Work for (substation construction) within the last five years.

1.

Customer/Location:	Entergy, Jefferson Parish, LA	Type of Work:	Substation - JPAR 1
Type of Work:	Substation	Size (Dollar Value):	\$4,389,267
Customer Contact (Name):	Mario Ceravolo	Phone Number:	504-576-5081
Completion Date:	7/2/2022		
Description of Work and Statement Regarding Similarity to the IFB-22-72 Scope of Work:			
Koontz Electric was contracted to perform the electrical portion of the Jefferson Parish Reliability Improvement Project upgrading and expanding the electrical power transmission grid around New Orleans. This contract included work at the following locations: * Alliance - Modifications to 115kV and construction of new 230kV yard * Barataria - Modifications to 115kV and construction of new 230kV yard * Churchill - New 230kV Switching Station * Estelle - Modifications to the existing 230kV yard. * Ninemile - Modification/Replacement of relay panels in 115kV Control House * Waterford - Modification/Removal of 230kV equipment and relay panels. In 230kV control house. * Westwego - Modification/Removal relay panels in control house and add new bay for the 2nd Ninemile line.			

2.

Customer/Location:	OG&E, Ellis Co., OK	Type of Work:	Substation, Bobcat
Type of Work:	Substation	Size (Dollar Value):	\$2,439,682
Customer Contact (Name):	Doug Dauman	Phone Number:	405-553-4871
Completion Date:	7/3/2022		
Description of Work and Statement Regarding Similarity to the IFB-22-72 Scope of Work:			
Scope Details: Electrical SP&C associated work, Line Terminal Installation, Buswork Installation, Control Cable Installation, Switches Installation, Breakers Installation, Arresters Installation, Line Rack Installation, Structural Physical Installation, Site has been cleared by others, Foundations have been installed by others, Driveway has been installed by others, Perimeter fence has been installed by others, Control House Foundation and Control House Installation by others.			

3.

Customer/Location:	OG&E, Seminole Co., OK	Type of Work:	Substation, Fixico
Type of Work:	Substation	Size (Dollar Value):	\$846,959
Customer Contact (Name):	Doug Dauman	Phone Number:	405-553-4871
Completion Date:	7/1/2022		
Description of Work and Statement Regarding Similarity to the IFB-22-72 Scope of Work:			
Replace "V" Type Disconnect Switch 122M (Mfr: Power Dyne) *Replace High Side Surge Arresters from 120kV to 108kV/84kV MCOV porcelain station class type *Install Transformer Low Side Station Class Surge Arresters, 10kV/8.4kV MCOV and mount on low side steel structure *Replace XFMR 2 Relay Terminal located on Panel 2R, SEL-387 Primary Diff (87-T2), o., SEL-351S BU Overcurrent (11T2). There is currently one (1) future rack space, available in control house. Recommendation is to have Bank 2 & Bank 3 relaying rack combined and placed in new spot to help with minimizing outage time. *, Replace existing padmount terminal cabinet 1TC2, o., Replace all control cables coming into the terminal cabinet due to damage from sitting water. *Replace Station Power Transformer 12 *Replace Station Power Transformer 12 Safety Disconnect Switches 1SP2 & 1SM2*, Replace Bus PT 1B2 Safety Disconnect Switch 1B2PT1*, Replace 12.5kV PCR 624 Co. No 3210 *Remove outdoor UF Relay Cabinet All PCR should have microprocessor relays and UF Relay, element can be activated on the appropriate PCR relays			



BIDDER QUALIFICATIONS RESPONSE

(REQUIRED IN ANY SUBMISSION TO IFB-22-72)

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

If Bidder requires additional space to relay information pertaining to any part of this Form, Bidder may include additional pages/information in the Submission.

[End of Bidder Qualification Response]

KOONTZ ELECTRIC COMPANY, INC. COMPLETED

Project Name: **21-3323 OK/BRISTOW/OGE**
Contract# 450109115
Owner OG&E
Owner POC PO BOX 24990
Owner POC Phone OKLAHOMA CITY OK 73124-0990
Architect:
Project Manager: JOEY DOLD
Contract Value \$ 520,733.00
% Complete 100%
Scheduled Completion 3/25/2022

Project Name: **21-2206 LA/GOOS FERRY/AMPI**
Contract#
Owner ENTERGY/AMPIRICAL(GC) AMPIRICAL
Owner POC
Owner POC Phone
Architect:
Project Manager: PAUL ZIMMERMAN
Contract Value \$ 2,149,827.00
% Complete 100%
Scheduled Completion 1/19/2022

Project Name: **21-1254 AR/130 RIVER BRIDGE DUCT/KIMA**
Contract# 2142-104360
Owner ARDOT KIEWIT-MASSMAN CONSTRUCTION
Owner POC 1000 KIEWIT PLAZA
Owner POC Phone OMAHA NE 68131
Architect:
Project Manager: JAMES GAMMILL
Contract Value \$ 1,552,901.00
% Complete 100%
Scheduled Completion 11/30/2021

Project Name: **20-4997 FORT SMITH/POWER FEED/GERD**
Contract# F015572
Owner GERDAU SPEICAL STEEL NORTH AMERICA GERDAU FORT SMITH STEEL MILL
Owner POC 5225 PLANTERS ROAD
Owner POC Phone FORT SMITH AR 72916
Architect:
Project Manager: JAMES GAMMILL
Contract Value \$ 814,679.00
% Complete 100%
Scheduled Completion 5/31/2021

Project Name: **20-4996 FORT SMITH/DESIGN WORK/GERD**
Contract# FO10641
Owner GERDAU FORT SMITH MILL GERDAU FORT SMITH STEEL MILL
Owner POC 5225 PLANTERS ROAD
Owner POC Phone FORT SMITH AR 72916
Architect:
Project Manager: JEFF LUDWIG
Contract Value \$ 116,580.00
% Complete 100%
Scheduled Completion

Project Name: 20-2908 LA/STERLINGTON 115KV/BUMC
 Contract#
 Owner ENTERGY LOUISIANA BURNS & MCDONNELL
 Owner POC
 Owner POC Phone
 Architect:
 Project Manager: PAUL ZIMMERMAN
 Contract Value \$ 171,611.00
 % Complete 100%
 Scheduled Completion 11/24/2021

Project Name: 20-2907 LA/SELMAN/BUMC
 Contract#
 Owner ENTERGY LOUISIANA BURNS & MCDONNELL
 Owner POC
 Owner POC Phone
 Architect:
 Project Manager: PAUL ZIMMERMAN
 Contract Value \$ 1,158,228.00
 % Complete 100%
 Scheduled Completion 12/23/2021

Project Name: 20-2906 LA/PERRYVILLE EXPANSION/BUMC
 Contract#
 Owner ENTERGY LOUISIANA BURNS & MCDONNELL
 Owner POC
 Owner POC Phone
 Architect:
 Project Manager: PAUL ZIMMERMAN
 Contract Value \$ 1,514,944.00
 % Complete 100%
 Scheduled Completion 12/10/2021

Project Name: 20-2904 MS/BAXTER WILSON/BUMC
 Contract#
 Owner ENTERGY LOUISIANA BURNS & MCDONNELL
 Owner POC
 Owner POC Phone
 Architect:
 Project Manager: PAUL ZIMMERMAN
 Contract Value \$ 214,980.14
 % Complete 100%
 Scheduled Completion 1/31/2022

Project Name: 20-2903 LA/PERRYVILLE/BUMC
 Contract#
 Owner ENTERGY LOUISIANA BURNS & MCDONNELL
 Owner POC
 Owner POC Phone
 Architect:
 Project Manager: PAUL ZIMMERMAN
 Contract Value \$ 1,815,622.00
 % Complete 100%
 Scheduled Completion 1/31/2022

Project Name:	20-2256 OK/HONOR HEIGHTS/OGE		
Contract#	4500982663	OG&E	
Owner		PO BOX 24990	
Owner POC		OKLAHOMA CITY	OK 73124-0990
Owner POC Phone			
Architect:			
Project Manager:	JOEY DOLD		
Contract Value	\$ 155,205.00		
% Complete	100%		
Scheduled Completion			
Project Name:	20-2253 OK/BADGER/OGE		
Contract#	4500968521	OG&E	
Owner	OG&E	PO BOX 24990	
Owner POC		OKLAHOMA CITY	OK 73124-0990
Owner POC Phone			
Architect:			
Project Manager:	PAUL ZIMMERMAN		
Contract Value	\$ 573,980.00		
% Complete	100%		
Scheduled Completion	9/4/2020		
Project Name:	20-2252 OK/MATHEWSON/OGE		
Contract#	4500966114	OG&E	
Owner	OG&E	PO BOX 24990	
Owner POC		OKLAHOMA CITY	OK 73124-0990
Owner POC Phone			
Architect:			
Project Manager:	PAUL ZIMMERMAN		
Contract Value	\$ 406,542.00		
% Complete	100%		
Scheduled Completion	7/17/2020		
Project Name:	20-2251 OK/PINTAIL/OGE		
Contract#	4500966113	OG&E	
Owner		PO BOX 24990	
Owner POC		OKLAHOMA CITY	OK 73124-0990
Owner POC Phone			
Architect:			
Project Manager:	PAUL ZIMMERMAN		
Contract Value	\$ 2,446,321.00		
% Complete	100%		
Scheduled Completion	7/19/2020		
Project Name:	20-2080 DARDANELLE/REHAB EXCIT/ALLE		
Contract#		ALL ENERGY SOLUTIONS	
Owner		1301 WESTPARK DRIVE	
Owner POC		LITTLE ROCK	AR 72204
Owner POC Phone			
Architect:			
Project Manager:	JAMIE ZIMMERMAN		
Contract Value	\$ 1,025,191.00		
% Complete	100%		
Scheduled Completion	6/1/2021		

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

20-2079 AL/JONES BLUFF SWITCHGEAR/USAC

W91278-20-C-0006

JOAN RENSINK

USACE, MOBILE DISTRICT

109 ST. JOSEPH ST.

MOBILE

AL 36628-0001

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

19-2503 JIM HILL/RELAY/SHER

14174358

SHERMCO INDUSTRIES

2425 EAST PIONEER DRIVE

IRVING

TX 75061

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

19-2502 WEST HELENA/RELAY/PCS

2310-PO066-100CES

POWER AND CONTROL SYSTEMS

11224 BOARDWALK

BATON ROUGE

LA 70816

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

19-2253 OK/MAPLE ROAD/OGE

JIM PAGE

OG&E

PO BOX 24990

OKLAHOMA CITY

OK 73124-0990

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

19-2252 OK/MOONSHINE SUBSTATION/OGE

JIM PAGE

OG&E

PO BOX 24990

OKLAHOMA CITY

OK 73124-0990

Project Name:	19-2251 OK/THREE RIVERS UNDERGRND/OGE		
Contract#		OG&E	
Owner	KEITH STOCKTON	PO BOX 24990	
Owner POC		OKLAHOMA CITY	OK 73124-0990
Owner POC Phone			
Architect:			
Project Manager:	PAUL ZIMMERMAN		
Contract Value	\$ 201,952.00		
% Complete	100%		
Scheduled Completion	3/29/2019		
Project Name:	19-2204 TX/BRYAN GROUNDING & COND/AMPI		
Contract#		AMPIRICAL	
Owner			
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 150,000.00		
% Complete	100%		
Scheduled Completion			
Project Name:	19-2203 TX/BRYAN GROUNDING & COND/THOM		
Contract#		THOMPSON CONSTRUCTION SRVC LLC	
Owner	HEATH THOMPSON		
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 150,000.00		
% Complete	100%		
Scheduled Completion			
Project Name:	19-2202 TX/BRYAN 138/69KV REPLACE/AMPI		
Contract#	18061-02	AMPIRICAL	
Owner	ED TAFELSKI, SR PROGRAM MANAGER		
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 1,817,014.04		
% Complete	100%		
Scheduled Completion	5/4/2020		
Project Name:	19-2077 JONESBORO/PLUM POINT/GATE		
Contract#	EP26576	GATEWAY ENGINEERING, INC.	
Owner	JOHN WALESZONIA	1618 BROWNS LANE ACCE	
Owner POC		JONESBORO	AR 72401
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 253,877.00		
% Complete	100%		
Scheduled Completion	4/18/2020		

Project Name: 19-2076 WI/HOAN BRIDGE/PHIL

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

PAUL ZIMMERMAN

\$ 1,602,528.00

100%

4/30/2020

SIGNIFY NORTH AMERICA CORPORAT

10275 WEST HIGGINS ROAD

ROSEMONT

IL 60018

Project Name: 19-2075 TX/RD WILLIS MAIN GENE/USACEFW

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

W9127S-19-P-0107

CHRIS NELSON, COR

JAMIE ZIMMERMAN

\$ 586,223.00

100%

4/30/2020

US ARMY CORPS OF ENGINEERS FT W

819 TAYLOR STREET

FT WORTH

TX 76102-0300

Project Name: 19-2074 CONWAY/LANDFILL SOLAR FA/BROWN

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

#CC-006

CONWAY CORPORATION

STEPHEN ANDREWS

\$ 1,894,498.00

100%

11/10/2019

BROWN ENGINEERS

17200 CHENAL PARKWAY

LITTLE ROCK

AR 72223

Project Name: 19-2072 MI/SSM GOVERNOR UPGRADE/VOITH

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

6120 / 4501620040 / DKA

USACE

JAMIE ZIMMERMAN

\$ 108,787.00

100%

5/17/2019

VOITH DIGITAL SOLUTIONS, INC.

760 EAST BERLIN ROAD

YORK

PA 17405

Project Name: 19-2071 TN/BRIDGE MAINTENANCE/PHIL

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

C4CS

PHILLIPS LIGHTING NA

PAUL ZIMMERMAN

\$ 108,249.00

100%

2/15/2019

SIGNIFY NORTH AMERICA CORPORAT

10275 WEST HIGGINS ROAD

ROSEMONT

IL 60018

Project Name:	19-1000 LR/CAW OZARK PHASE II/MAXF	
Contract#	315-16000	MAX FOOTE CONSTRUCTION
Owner	CENTRAL ARKANSAS WATER	P.O. BOX 1208
Owner POC		MANDEVILLE LA 70470-1208
Owner POC Phone		
Architect:		
Project Manager:	JAMES GAMMILL	
Contract Value	\$ 6,064,037.00	
% Complete	100%	
Scheduled Completion	12/31/2021	
Project Name:	18-2517 MS MCADAMS/RELAY/SHERM	
Contract#	14165319	SHERMCO INDUSTRIES
Owner	ENTERGY OF ARKANSAS	2425 EAST PIONEER DRIVE
Owner POC		IRVING TX 75061
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 415,742.00	
% Complete	100%	
Scheduled Completion		
Project Name:	18-2501 KANIS/RELAY/PCS	
Contract#		POWER AND CONTROL SYSTEMS
Owner	ENTERGY OF ARKANSAS	11224 BOARDWALK
Owner POC		BATON ROUGE LA 70816
Owner POC Phone		
Architect:		
Project Manager:	PAUL ZIMMERMAN	
Contract Value	\$ 188,336.00	
% Complete	100%	
Scheduled Completion		
Project Name:	18-2201 LA/NOPS 115KV INTERCONNCT/AMPI	
Contract#	10551051	AMPIRICAL
Owner	ENTERGY LA	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	JEFF LUDWIG	
Contract Value	\$ 425,405.33	
% Complete	100%	
Scheduled Completion		
Project Name:	18-2200 LA/JEFFERSON PARISH SUB/AMPI	
Contract#		AMPIRICAL
Owner	Barry Slater	
Owner POC		
Owner POC Phone		
Architect:		
Project Manager:	JEFF LUDWIG	
Contract Value	\$ 4,658,497.93	
% Complete	100%	
Scheduled Completion	3/31/2020	

Project Name:	18-2142 VA/JH KERR DIS BOARDS/USACEMOB		
Contract#	W9127-18-C-0029	USACE, MOBILE DISTRICT	
Owner	ATTN: NICK WILSON	109 ST. JOSEPH ST.	
Owner POC		MOBILE	AL 36628-0001
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 2,326,651.00		
% Complete	100%		
Scheduled Completion			
 Project Name:	 18-2070 MTN HOME/NRFLK PWRHS MCC/COELR		
Contract#	W9127S-19-C-0002	CORP OF ENGINEERS LITTLE ROCK	
Owner	USACE - LITTLE ROCK		
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 1,510,204.00		
% Complete	100%		
Scheduled Completion	11/6/2019		
 Project Name:	 18-2069 NE/GAVINS POINT DISC SW/COEOM		
Contract#	W9128F-18-C-0032	USACE, OMAHA DISTRICT	
Owner	ATTN: CENWO-CT-C: DANIEL D. MONAHAN	PO BOX 710	
Owner POC		YANKTON	SD 57078-0710
Owner POC Phone			
Architect:			
Project Manager:	JAMES GAMMILL		
Contract Value	\$ 856,658.00		
% Complete	100%		
Scheduled Completion	3/1/2019		
 Project Name:	 18-2068 SD/OA SWITCHGEARS/COEOM		
Contract#	W9128F-18-P-0112	USACE, OMAHA DISTRICT	
Owner	ATTN: KRIS CLEVELAND	PO BOX 710	
Owner POC		YANKTON	SD 57078-0710
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 2,821,199.81		
% Complete	100%		
Scheduled Completion	11/30/2019		
 Project Name:	 18-2066 BULL SHOALS/UNITS 5-8/COE LR		
Contract#	W9127S-18-C-0005	CORP OF ENGINEERS LITTLE ROCK	
Owner	MITCHEL T EGGBURN		
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 2,008,480.00		
% Complete	100%		
Scheduled Completion	1/31/2019		

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

18-2062 WA/ICE HARB TRNSFMR REPL/COEWA

W912EF-18-C-0020

JANI LONG, CO

USAED, WALLA WALLA DIV

201 N THIRD AVENUE

WALLA WALLA

WA 99362-1876

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

18-2061 WA/ICE HARBOR SURGE ARRE/COEWA

W912EF-18-C-0018

JANI LONG, CO

USAED, WALLA WALLA DIV

201 N THIRD AVENUE

WALLA WALLA

WA 99362-1876

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

18-2060 MO/TR AC BATRY SYS UPGRD/COELR

W9127S-18-C-0001

JONATHAN SAWRIE, CO

CORP OF ENGINEERS LITTLE ROCK

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

18-1253 AR/HERNANDO DES PANEL FAB/PHIL

CITY OF MEMPHIS

SIGNIFY NORTH AMERICA CORPORAT

10275 WEST HIGGINS ROAD

ROSEMONT

IL 60018

Project Name:

Contract#

Owner

Owner POC

Owner POC Phone

Architect:

Project Manager:

Contract Value

% Complete

Scheduled Completion

17-2506 CORNING-DATTO/RELAY/NASS

PAUL ZIMMERMAN

\$ 315,378.00

100%

7/15/2018

NORTH AMERICAN SUBSTATION SERV

190 N WESTMONTE DR

ALTAMONTE SPRINGS

FL 32716

Project Name:	17-2059 GA/HYDRODIGITAL GOVERNORS/AMGO		
Contract#		AMERICAN GOVERNOR	
Owner	USACE - MOBILE DISTRICT	27 RICHARD ROAD	
Owner POC		IVYLAND	PA 18974
Owner POC Phone			
Architect:			
Project Manager:	JAMIE ZIMMERMAN		
Contract Value	\$ 405,818.00		
% Complete	100%		
Scheduled Completion	7/1/2018		
Project Name:	17-2057 OK/PONCA/OMPA		
Contract#		OKLAHOMA MUNICIPAL POWER AUTH	
Owner	OMPA	2701 WEST I-35 FRONTAGE	
Owner POC		EDMOND	OK 73013
Owner POC Phone			
Architect:			
Project Manager:	JAMES GAMMILL		
Contract Value	\$ 1,947,348.70		
% Complete	100%		
Scheduled Completion	5/1/2018		
Project Name:	17-2055 OZARK/AC UPGRADE/COE LR		
Contract#	W9127S-17-C-0007	CORP OF ENGINEERS LITTLE ROCK	
Owner	DAVID GLORIT		
Owner POC			
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 927,228.97		
% Complete	100%		
Scheduled Completion	3/31/2018		
Project Name:	17-2054 OR/GREEN SPRINGS STATIC/USBRPN		
Contract#	R17PC00102	BOR, PACIFIC NORTHWEST	
Owner	Misty Gates	3701 RIVER ROAD	
Owner POC		YAKIMA	WA 98902-7306
Owner POC Phone			
Architect:			
Project Manager:	JAMIE ZIMMERMAN		
Contract Value	\$ 1,232,591.00		
% Complete	100%		
Scheduled Completion	11/21/2018		
Project Name:	17-2051 OK/CIMARRON SUBSTATION/OGE		
Contract#	4500871364	OG&E	
Owner	OGE	PO BOX 24990	
Owner POC		OKLAHOMA CITY	OK 73124-0990
Owner POC Phone			
Architect:			
Project Manager:	JOEY DOLD		
Contract Value	\$ 226,622.00		
% Complete	100%		
Scheduled Completion	10/30/2017		

Project Name:	17-1252 LITTLE ROCK/JACK H WILSON/CROW		
Contract#		CROW GROUP INC	
Owner	BRIAN ROHLMAN	210 N. MOOSE ST.	
Owner POC		MORRILTON	AR 72110
Owner POC Phone			
Architect:			
Project Manager:	JAMES GAMMILL		
Contract Value	\$ 1,252,000.55		
% Complete	100%		
Scheduled Completion	1/1/2019		
Project Name:	17-1251 TN/MEMPHIS DESOTO BRIDGE/PHIL		
Contract#		SIGNIFY NORTH AMERICA CORPORAT	
Owner	CITY OF MEMPHIS	10275 WEST HIGGINS ROAD	
Owner POC		ROSEMONT	IL 60018
Owner POC Phone			
Architect:			
Project Manager:	PAUL ZIMMERMAN		
Contract Value	\$ 2,946,410.53		
% Complete	100%		
Scheduled Completion	8/31/2018		
Project Name:	16-2507 LA/COLY SUBSTATION/MEPP		
Contract#		MITSUBISHI ELECTRIC POWER PRODU	
Owner	ENTERGY OF LOUISIANA	547 KEYSTONE DR	
Owner POC		WARRENDALE	PA 15086
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 526,894.40		
% Complete	100%		
Scheduled Completion	5/1/2017		
Project Name:	16-2050 PINE BLUFF/SOLAR/PRFRSC		
Contract#	U16-1995-23	PERFORMANCE SERVICES INC	
Owner	BOARD OF TRUSTEES	4670 HAVEN POINT BLVD	
Owner POC		INDIANAPOLIS	IN 46280
Owner POC Phone			
Architect:			
Project Manager:	STEPHEN ANDREWS		
Contract Value	\$ 323,895.65		
% Complete	100%		
Scheduled Completion	8/1/2017		
Project Name:	16-2029 WA/CHIEF JOSEPH POWERHSE/COESE		
Contract#	W912DW-17-C-0003	USACE, SEATTLE DISTRICT	
Owner	CAROLINE MUELLER	4735 MARGINAL WAY SOUTH	
Owner POC		SEATTLE	WA 98134
Owner POC Phone			
Architect:			
Project Manager:	JEFF LUDWIG		
Contract Value	\$ 5,567,919.00		
% Complete	100%		
Scheduled Completion	6/1/2018		

Project Name:	16-2028 OR/JOHN DAY DISCONNECT/COEPO	
Contract#	W9127N-17-C-0006	USACE, PORTLAND DISTRICT
Owner	USACE - PORTLAND DISTRICT	333 SW 1ST AVE
Owner POC		PORTLAND OR 97204
Owner POC Phone		
Architect:		
Project Manager:	JAMES GAMMILL	
Contract Value	\$ 4,352,675.00	
% Complete	100%	
Scheduled Completion	3/1/2019	
Project Name:	16-2027 TX/BRAZOS & COLORADO/COEG	
Contract#	W9126G-17-C-0015	CORPS OF ENGINEERS GALVESTON
Owner	USACE	U.S. ARMY CORPS OF ENGI
Owner POC		GALVESTON TX 77553
Owner POC Phone		
Architect:		
Project Manager:	JAMES GAMMILL	
Contract Value	\$ 1,110,540.81	
% Complete	100%	
Scheduled Completion	10/31/2017	
Project Name:	16-2021 MI/GATE AUTOMATION/COED	
Contract#	W911XK-16-C-0023	USACE DETROIT DISTRICT
Owner	USACE DETROIT DISTRICT	477 MICHIGAN AVE, 4TH FI
Owner POC		DETROIT MI 48226
Owner POC Phone		
Architect:		
Project Manager:	STEPHEN ANDREWS	
Contract Value	\$ 8,428,094.00	
% Complete	100%	
Scheduled Completion	12/18/2017	
Project Name:	16-2020 MI/POE NAVIGATION LOCK/COED	
Contract#	W911XK-16-C-0017	USACE DETROIT DISTRICT
Owner	USACE DETROIT DISTRICT	477 MICHIGAN AVE, 4TH FI
Owner POC		DETROIT MI 48226
Owner POC Phone		
Architect:		
Project Manager:	STEPHEN ANDREWS	
Contract Value	\$ 4,847,597.81	
% Complete	100%	
Scheduled Completion	11/1/2017	
Project Name:	16-2019 GA/WEST POINT MAIN UN/USACEMOB	
Contract#	W91278-16-C-0018	USACE, MOBILE DISTRICT
Owner	CORPS OF ENGINEERS, MOBILE DISTRICT	109 ST. JOSEPH ST.
Owner POC		MOBILE AL 36628-0001
Owner POC Phone		
Architect:		
Project Manager:	JAMIE ZIMMERMAN	
Contract Value	\$ 4,641,945.00	
% Complete	100%	
Scheduled Completion	5/25/2018	

Project Name: 16-1177 LR/RIVER RAIL/CATA

Contract# 116022

Owner

ROCK REGION METRO

901 MAPLE ST.

N. LITTLE ROCK

AR 72114

Owner POC

Owner POC Phone

Architect:

Project Manager: JEFF LUDWIG

Contract Value \$ 118,910.00

% Complete 100%

Scheduled Completion

Project Name: 15-4994 FT SMITH/UPGRADE PHASE 1/GERD

Contract# 161309

Owner

GERDAU FORT SMITH STEEL MILL

GERDAU FORT SMITH STEEL MILL

5225 PLANTERS ROAD

FORT SMITH

AR 72916

Owner POC

Owner POC Phone

Architect:

Project Manager: JEFF LUDWIG

Contract Value \$ 202,170.00

% Complete 100%

Scheduled Completion 5/20/2016

Project Name: 15-1245 DEV BLUFF/GRAND PRARIE/SOCO

Contract# W912EQ-15-C-0009

Owner

USACE

SOUTHERN CONTRACTORS

777 ALLOW DRIVE

NEWBERN

TN 38059

Owner POC

Owner POC Phone

Architect:

Project Manager: STEPHEN ANDREWS

Contract Value \$ 1,041,032.00

% Complete 100%

Scheduled Completion 8/24/2018

Project Name: 14-2014 TX/BELTON LAKE SCADA INST/TTGU

Contract#

Owner

USACE

TTG UTILITIES

231 MEMORIAL DRIVE

GATESVILLE

TX 76528

Owner POC

Owner POC Phone

Architect:

Project Manager: JEFF LUDWIG

Contract Value \$ 143,380.00

% Complete 100%

Scheduled Completion 5/1/2015

Project Name: 14-1242 CALION/OUACHITA RVR BRDGE/YATE

Contract# 3552-/67550

Owner

ARKANSAS HIGHWAY & TRANSPORTATION DEPT

YATES CONSTRUCTION

5050 POPLAR AVENUE, SUIT

MEMPHIS

TN 38157

Owner POC

Owner POC Phone

Architect:

Project Manager: JAMES GAMMILL

Contract Value \$ 130,251.04

% Complete 100%

Scheduled Completion 8/30/2018

Project Name:**14-1241 LR/BROADWAY BRIDGE/MASS**

Contract#

061275

Owner

AHTD

Owner POC

Owner POC Phone

Architect:

Project Manager:

RICHARD DOLD

Contract Value

\$ 2,553,592.01

% Complete

100%

Scheduled Completion

12/31/2016

MASSMAN CONSTRUCTION

4400 West 109th Street

Overland Park

KS 66211



Agenda Item Form

Date of City Council Meeting	8/9/2022
Department	Electric
Submitted by	Traivs 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):					
Ordinance to enter into an agreement with Stribling Equipment to purchase currently leases backhoes and an associated budget adjustment for \$690,349.75. Breakdown by department per attached memo.					

Estimated Cost	\$690,349.75
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Paid for from Utility Reserves.	





Budget Adjustment Request

Date of City Council Meeting	8/9/2022
Department	Electric/Water/Sewer
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Purchase backhoes for various departments from Stribling Equipment

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010 - Electric	47410	Machinery and Equipment		\$ 252,373.54
503020 - Water	47410	Machinery and Equipment		\$ 218,988.12
503040 - Sewer Rehab	47410	Machinery and Equipment		\$ 218,988.09
503010 - Electric	44520	Equipment Rental	\$ 43,096.00	
503020 - Water	44520	Equipment Rental	\$ 16,500.00	
503040 - Sewer Rehab	44520	Equipment Rental	\$ 16,500.00	
		Totals	\$ 76,096.00	\$ 690,349.75
		Net Impact on Fund Balance	\$ (614,253.75)	
*Final Account Number will be determined by Accounting Department after approval and purchase				





MEMORANDUM

PURCHASING DEPARTMENT

FROM: Gladys Shoemake, Purchasing Manager

DATE: July 28, 2022

RE: Purchase of Currently Leased Backhoes vs. Awarding a Bid for a New Backhoe Lease

On May 9, 2022 the Purchasing Department opened Bids for IFB-22-53, for a new equipment lease including the following pieces of equipment for the Water, Sewer Rehab, and Electric Departments:

- **Water:** 3 Backhoes
- **Sewer Rehab:** 3 Backhoes
- **Electric:** 3 Backhoes, 1 Mini Excavator, 1 Skid Steer

Bids were solicited due to the current lease, which was awarded in 2019, expiring in August (mini-excavators) and September (backhoes) of this year.

Years ago, the Water and Electric Departments recognized that due to cost of ownership vs. lease costs, it was more cost effective for the City to lease these pieces of equipment. The annual cost of the leases for all three Departments in 2019 was ~\$123,468.00, which included six backhoes for Water/Sewer-Rehab Departments, and three backhoes and two mini-excavators for the Electric Department.

The low-bid submitted in May of this year had the following annual costs for each Department:

- **Water (3 Backhoes):** \$109,957.32
- **Sewer Rehab (3 Backhoes):** \$109,957.32
- **Electric (3 Backhoes, 1 Mini Excavator, 1 Skid Steer):** \$174,861.12

Leading up to soliciting bids for new leased equipment, and after bids were opened for the new equipment, multiple vendors communicated that manufacturers were moving away from leases; we believe this, along with the frequent and costly price increases we've seen this year across all industries, is likely a contributing factor for the large increase in the leasing costs.

Stribling Equipment (John Deere) approached the City about the option to purchase the equipment the City currently leases. The costs to purchase the City's current equipment are as follows:

**Note that the Electric Department has decided to return one of the mini-excavators currently leased due to it not being in use as much as originally anticipated, and chose not to pursue leasing the skid steer (that was part of this year's bid).*

[Costs included on the following page]

Evaluation of Purchase Costs for Utility Department Leased Equipment

Unit #	Year	Notes	Description	SN	Dept.	Last 5 of SN	JD Purchase Quote (includes property tax)	Warranty Cost (60m/5,000 hour PTH)	Total Cost (Unit + Warranty)
3040-25	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361590	Sewer Rehab	61590	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3040-26	2019		John Deere 310SL HL Backhoe	1T0310HLCKF361814	Sewer Rehab	61814	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3040-27	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361945	Sewer Rehab	61945	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3020-35	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361184	Water	61184	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3020-36	2019		John Deere 310SL HL Backhoe	1T0310HLVKF361188	Water	61188	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3020-37	2019		John Deere 310SL HL Backhoe	1T0310HLLKF361310	Water	61310	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3010-84	2019	W/Thumb	John Deere HL Loader Backhoe (w/thumb)	1T0310HLAKF361922	Electric	61922	\$ 76,759.83	\$ 2,607.19	\$ 79,367.02
3010-85	2019		John Deere HL Loader Backhoe	1T0310HLTKF360342	Electric	60342	\$ 70,387.66	\$ 2,607.19	\$ 72,994.85
3010-86	2019		John Deere HL Loader Backhoe	1T0310HL JFK361060	Electric	61060	\$ 70,387.66	\$ 2,607.19	\$ 72,994.85
3010-87	2019	17G (Mini-X)	John Deere Mini Excavator	1FF017GCPKK228785	Electric	28785	N/A (Returning)		\$ -
3010-88	2019	35G (Midi-X)	John Deere Mini Excavator	1FF035GXTKK286683	Electric	86683	\$ 26,355.32	\$ 661.50	\$ 27,016.82
Total (W/O Warranty):							\$ 666,223.54		
Total (w/ Warranty):							\$ 690,349.75		

Sewer Rehab:

Unit #	Year	Notes	Description	SN	Dept.	Last 5 of SN	JD Purchase Quote (includes property tax)	Warranty Cost (60m/5,000 hour PTH)	Total Cost (Unit + Warranty)
3040-25	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361590	Sewer Rehab	61590	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3040-26	2019		John Deere 310SL HL Backhoe	1T0310HLCKF361814	Sewer Rehab	61814	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
3040-27	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361945	Sewer Rehab	61945	\$ 70,388.84	\$ 2,607.19	\$ 72,996.03
Total (Sewer Rehab) w/o Warranty							\$ 211,166.52	Total (Sewer Rehab) W/ Warranty	\$ 218,988.09

Water:

Unit #	Year	Notes	Description	SN	Dept.	Last 5 of SN	JD Purchase Quote (includes property tax)	Warranty Cost (60m/5,000 hour PTH)	Total Cost (Unit + Warranty)
3020-35	2019		John Deere 310SL HL Backhoe	1T0310HLPKF361184	Water	61184	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3020-36	2019		John Deere 310SL HL Backhoe	1T0310HLVKF361188	Water	61188	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
3020-37	2019		John Deere 310SL HL Backhoe	1T0310HLLKF361310	Water	61310	\$ 70,388.85	\$ 2,607.19	\$ 72,996.04
Total (Water) w/o Warranty							\$ 211,166.55	Total (Water) W/ Warranty	\$ 218,988.12

Electric:

Unit #	Year	Notes	Description	SN	Dept.	Last 5 of SN	JD Purchase Quote (includes property tax)	Warranty Cost (60m/5,000 hour PTH)	Total Cost (Unit + Warranty)
3010-84	2019	W/Thumb	John Deere HL Loader Backhoe (w/thumb)	1T0310HLAKF361922	Electric	61922	\$ 76,759.83	\$ 2,607.19	\$ 79,367.02
3010-85	2019		John Deere HL Loader Backhoe	1T0310HLTKF360342	Electric	60342	\$ 70,387.66	\$ 2,607.19	\$ 72,994.85
3010-86	2019		John Deere HL Loader Backhoe	1T0310HL JFK361060	Electric	61060	\$ 70,387.66	\$ 2,607.19	\$ 72,994.85
3010-87	2019	17G (Mini-X)	John Deere Mini Excavator	1FF017GCPKK228785	Electric	28785	\$ -	\$ -	\$ -
3010-88	2019	35G (Midi-X)	John Deere Mini Excavator	1FF035GXTKK286683	Electric	86683	\$ 26,355.32	\$ 661.50	\$ 27,016.82
Total (Electric) w/o Warranty							\$ 243,890.47	Total (Electric) W/ Warranty	\$ 252,373.54

The Departments have also taken the life expectancy of the current equipment into consideration in this decision, estimating at least another 5-7 more years of service; the units have been well maintained have low hours.

The cost to purchase new equipment (not currently leased) is estimated as follows, based on current market conditions:

Backhoes: \$134,490.00 per unit

Backhoe with Hydraulic Thumb (used by the Electric Department): \$145,415.00 per unit

Upon review of the costs associated with awarding a new lease, the cost of purchasing new equipment at current market prices, and the cost to purchase the equipment currently leased, it was clear that purchasing the equipment currently leased was more advantageous to the City at this time.

The Bid Tabulations from the 2019 Bid Award and the 2022 Bid Solicitation have been attached for reference.

Please contact me with any questions.

Thank you,

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	5/9/22	Time of Bid Opening:	1:30 PM	Solicitation ID Number:	IFB-22-53
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Solicitation Title: Twenty-four (24) Month Lease of Nine (9) 2022 Backhoes, One (1) 2022 Mini-Excavator, and One (1) 2022 Skid-Steer with Front-Mounted Mulcher, manufacturers and models as specified, or equivalent where applicable

Bidders:			Riggs CAT			Stribling Equipment		
Line Item	Quantity	Description	Per Month/PER UNIT Lease Price (A)	Sales/Use Tax (Per Month/Per Unit) 9.5% (B)	Total Per Month/Per Unit Lease Price (A+B)	Per Month/PER UNIT Lease Price (A)	Sales/Use Tax (Per Month/Per Unit) 9.5% (B)	Total Per Month/Per Unit Lease Price (A+B)
	(Unit of Measure = EA)							
1	6	2022 Backhoes, As Specified, with 24" (twenty-four inch) buckets.	No bid	No bid	No bid	\$2,789.38	\$264.99	\$3,054.37
2	2	2022 Backhoes, As Specified, with 12" (twelve inch) buckets.	No bid	No bid	No bid	\$2,786.20	\$264.69	\$3,050.89
3	1	2022 Backhoe, As Specified, with 18" (eighteen inch) bucket with thumb.	No bid	No bid	No bid	\$3,023.89	\$287.27	\$3,311.16
4	1	2022 Mini-Excavator, As Specified.	No bid	No bid	No bid	\$1,214.58	\$115.39	\$1,329.97
5	1	2022 Skid-Steer with Front-Mounted Mulcher, As Specified.	No bid	No bid	No bid	\$3,496.67	\$332.18	\$3,828.85
TOTAL LEASE PRICE PER MONTH FOR ALL UNITS			No bid			\$32,897.98		

purchasing@bentonvillear.com - (479) 271-3115

purchasing@bentonvillear.com - (479) 271-3115



BID TABULATION WITH COMPARISON OF SPECIFICATIONS: IFB-19-29 2019

Bid Opening Date: April 22, 2019 at 2:00 P.M.

	Stribling Equipment - 1	Stribling Equipment -2	Riggs CAT
Delivery Date	07/01/2019	7/1/2019	
Backhoe make and model specified by the City	Caterpillar 430F2 John Deere 310SL HL Case 590N	Caterpillar 430F2 John Deere 310SL HL Case 590N	Caterpillar 430F2 John Deere 310SL HL Case 590N
Mini Excavator make and model specified by the City	Caterpillar 303E CR/301.7D CR John Deere 35s/17G Case CX37C/CX17C	Caterpillar 303E CR/301.7D CR John Deere 35s/17G Case CX37C/CX17C	Caterpillar 303E CR/301.7D CR John Deere 35s/17G Case CX37C/CX17C
Backhoe Manufacturer and Model Proposed	John Deere 310SL HL	John Deere 310SL HL	The Riggs CAT Bid Submission was rejected due to non- conforming models of backhoes proposed.
Mini Excavator Manufacturer and Model Proposed	John Deere 17G	John Deere 35G	
Compliance Specifications			
6 - 2019 Backhoes with 24" Buckets	Conforms	Conforms	
2 - 2019 Backhoes with 12" Buckets	Conforms	Conforms	
1 -2019 Backhoe with 18" Bucket with Thumb	Conforms	Conforms	
1 - 2019 Mini-Excavator	Cab Not Available for 17G	Conforms	
Notes for Backhoes			
Notes for Mini-Excavator	17G is not available with CAB		
Pricing per month/ per unit lease price			
6 - 2019 Backhoes with 24" Buckets	\$ 1,006.55	\$ 1,006.55	
2 - 2019 Backhoes with 12" Buckets	\$ 1,005.70	\$ 1,005.70	
1 -2019 Backhoe with 18" Bucket with Thumb	\$ 1,048.77	\$ 1,048.77	
1 - 2019 Mini-Excavator	\$ 397.29	\$ 792.22	
Pricing: 24-Month Lease Price Per Unit			
6 - 2019 Backhoes with 24" Buckets	\$ 24,157.72	\$ 24,157.72	
2 - 2019 Backhoes with 12" Buckets	\$ 24,136.80	\$ 24,136.80	
1 -2019 Backhoe with 18" Bucket with Thumb	\$ 25,170.48	\$ 25,170.48	
1 - 2019 Mini-Excavator	\$ 9,534.96	\$ 19,013.28	
TOTAL BID PRICING			
Subtotal	\$ 82,999.96	\$ 92,478.28	
Total Bid Price	\$ 227,925.36	\$ 237,403.68	