



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, September 6th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: August 16th, 2022

New Business

1. Bid Award - Tree Trimming Contract – Travis Matlock, PE (pages 2-40)
2. Bid Award & Budget Adjustment – Digger Derrick – Travis Matlock, PE (pages 41-75)
3. Informational – General Solar Presentation – Travis Matlock, PE (pages 76-96)
4. Adjournment



Agenda Item Form

Date of City Council Meeting	9/13/2022
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 IFB 22-78 for tree trimming services to Upkeep Tree Service on an as needed basis, per the Unit Prices attached. This Contract will be for a one-year term, renewable annually for a maximum term of five years.					

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



MEMORANDUM

DATE: September 13, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: IFB 22-78 – Tree Trimming Services

Electric Dept. staff recommends awarding IFB 22-78 for tree trimming services to Upkeep Tree Service on an as needed basis, per the Unit Prices attached. The Contract will be for a one-year term, renewable annually for a maximum term of five years.

Over the last few years, BEUD has maintained a third-party tree trimming contract to assist the ROW crew with tree removals. The contractor is able to take care of longer runs of BEUD's main feeder, while the ROW crews handle "hot spots" and preliminary work for the BEUD OH crews.

Upkeep has been BEUD's contractor for the past 3-yrs. The old contract ended and this IFB establishes the per foot costs for removal and per inch cost for stump grinding.

**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT****FORMAL SEALED BID TABULATION**

Date of Bid Opening:	8/15/22	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-22-78
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Solicitation Title: Tree Trimming Along City of Bentonville Power Lines

Bidders:				UpKeep Tree Service	
Line Item	Quantity	Unit of Measure	Description	Unit Price	
1	1	LF (Linear Foot)	One (1) Linear Foot of Overhead Line (pole-to-pole one-way)	\$9.00	
2	1	IN (Inch)	One (1) Inch of Stump Ground	\$3.00	
Total Bid Price				\$12.00	

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

FOR PUBLICATION

PUBLICATION DATES: JULY 17, 2022

NOTICE TO BIDDERS**TREE TRIMMING ALONG CITY OF BENTONVILLE POWER LINES****Invitation For Bid (IFB)-22-78**

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, duly licensed, trained and insured contractors to perform the trimming of trees adjacent to power lines, as needed, for the City of Bentonville Electric Utility Department. The awarded Bidder will be required to sign a binding contract with the City for an initial one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed five (5) years. Bidders shall provide proof with their Bid Submission that any employees who will be performing trimming services from an aerial lift/bucket truck are Certified Line Clearance Arborists.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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

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

There will be a Public Bid Opening for IFB-22-78 held at 2:00 PM CST on Monday, August 8, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All Bid Submissions must be received by Purchasing prior to the Public Bid Opening time. Late or unsigned Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Bidders who wish to deliver a Bid Submission prior to the Bid Opening date/time may do so by delivering the Bid Submission to the Purchasing Department located at the address above. Bidders may also choose to deliver their Bid Submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is August 2, 2022, at 4:30 PM CST.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-78	Date of Issuance:	JULY 17, 2022
Description:	TREE TRIMMING ALONG CITY OF BENTONVILLE POWER LINES		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITY DEPARTMENT		
Purchasing Department (Buyer):	ANDREA TREVISAN		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	NO BID BOND REQUIRED		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	AUGUST 8, 2022 AT 2:00 PM CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

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

Deadline for Submission of Requests for Information, Questions or Clarifications:	August 2, 2022– 4:30 PM CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this Bid proposal including specifications, conditions and pertinent information regarding the articles being Bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned Bids will be rejected - no exceptions.

Name of Firm: UPkeep Phone Number: 479-381-9232

Business Address (Full Street/City/State/Zip): 286 North B St Centerton AR 72719

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

Name of Contact Person: Stephen Ford Email: UPkeeptreeservice@gmail

Signature of Authorized Person: Stephen Ford Date: 08-11-22

Printed or Typed Name: Stephen Ford Title: Owner

Arkansas Contractor's License Number: _____ (REQUIRED)

Sales or Use Tax ID Number: 46-2412304

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

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is to contract with a properly qualified, duly licensed, trained and insured contractor to perform the trimming of trees adjacent to power lines, as needed, for the City of Bentonville Electric Utility Department.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete. This includes but is not limited to the Vendor Disclosure, Bidder Qualifications and Specifications.
- Proof that Bidder is a licensed contractor in the State of Arkansas. Proof may be in the form of providing the Contractor's License Number, or including a copy of the Contractor's License.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.
- Proof that Bidder and any employees who will be performing trimming services from an aerial lift/bucket truck are Certified Line Clearance Arborists.

3. APPENDIXES

- **APPENDIX A: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: SPECIFICATIONS (REQUIRED RESPONSE DOCUMENT)**

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. INSURANCE

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

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence
- 3) Public Liability and Property Damage:

The awarded Bidder shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him/it (the City Of Bentonville as a named additionally insured), and any subcontractor performing work covered by this Invitation for Bid, whether such operation be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be as follows:

- i. Public Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000.00) in respect to any one accident or disaster in an amount of not less than One Million Dollars (\$1,000,000.00) in respect to injuries to any one person.
- ii. Property Damage insurance in an amount of not less than One Million Dollars (\$1,000,000.00).

2. GUARANTEE OF BID

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

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3. BONDS

A. BID BOND (BID GUARANTEE)

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

☐ Bid Bond Required ☒ Bid Bond Not Required for this Solicitation

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

B. PERFORMANCE & PAYMENT BOND

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

☐ Performance and Payment Bond Required ☒ Performance and Payment Bond Not Required for this Solicitation

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

C. BONDS – GENERAL

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

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

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

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4. WARRANTIES

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

Bidders shall respond when required in the Warranties portion of the Specifications Section in this IFB Document.

5. LAWS AND REGULATIONS

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

6. ENCOURAGEMENT FOR PARTICIPATION

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

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

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

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

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

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

For Phone Calls: (479) 271-3115

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

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

**QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA
CONTINUED**

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

8. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the Bid. It is the Bidder's responsibility to demonstrate to the City that a equivalent (or alternate)/substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.

9. INDEMNIFICATION

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

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

10. DAMAGES

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

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

DAMAGES CONTINUED

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

11. PAST PERFORMANCE/REFERENCES

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

12. TOBACCO PRODUCTS AND LITTERING

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

13. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

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

14. BIDDER'S DOCUMENTS

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

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

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

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15. INVOICING

The awarded Bidder shall provide an invoice to the City's Accounts Payable Office within seven (7) days from the conclusion of each tree trimming job. The invoice will be sent to BEUD for review and approval. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

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

X Progress invoicing at the conclusion of each tree trimming job (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

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

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

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

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

16. BIDDER REQUESTED PAYMENT TERMS

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

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

17. PRE-BID MEETING

There will be a pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document. If there is an "x" in the "No Pre-Bid Meeting" option, there will not be a Pre-Bid Meeting for this IFB.

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

In Person Zoom or Other Virtual Method

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

In Person Zoom or Other Virtual Method

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

18. TERM

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

X Contract Term (for services, construction projects etc.)

The awarded Bidder will be required to enter into a binding Contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be one (1) year, renewable annually upon mutual written agreement for a total maximum term not to exceed five (5) years. Bidders shall note that the Contract Term is separate from the required days to complete work.

19. SUBCONTRACTORS

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

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

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

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

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

- a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars (\$50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
 1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
 2. Plumbing;
 3. Electrical, indicative of wiring and illuminating fixtures; and
- b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.
- c. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

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SECTION 3: SCOPE OF WORK & DELIVERY**BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS****1. SCOPE OF WORK**

The City Of Bentonville is requesting formal, sealed bids from qualified companies who are duly licensed, trained and insured for the trimming of trees adjacent to power lines. The tree trimming is to be performed along the City's electrical distribution system.

The awarded Bidder shall be responsible for furnishing all labor, material, transportation and insurances needed to properly perform the tree trimming services, as described herein or as are general industry standard for the type of work described herein.

All work shall be performed and material supplied in accordance with this IFB. As noted on the Bid Form, Unit Pricing per one (1) linear foot of overhead line shall be pole-to-pole one-way.

Upon completion of each tree trimming job, the City contact or his designee shall inspect and approve work performed prior to payment.

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): August 23, 2022

Delivery/Work-Site Location: Various locations within City of Bentonville limits

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

X Construction/Project Specified Date(s): Work Beginning

City's Specification:

Work Beginning: The City requests that work begin ten (10) days from Notice of Award.

Bidder Response: ~~X~~ **AS SPECIFIED** ALTERNATE DATES REQUESTED (REQUIRES COMPLETION OF FIELD BELOW)

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

Work Beginning: Work will begin within 10 day(s) from Notice of Award.

[This Space Has Been Intentionally Left Blank]

SECTION 4: BIDDER ACKNOWLEDGEMENTS

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields complete and thoroughly reviewed.	JF
Proof of insurance, or the ability to acquire, as defined herein.	JF
Proof that Bidder and any employees who will be performing trimming services from an aerial lift/bucket truck are Certified Line Clearance Arborists.	JF
APPENDIX A: BIDDER QUALIFICATIONS (Completed)	JF
APPENDIX B: CONTRACTOR/VENDOR DISCLOSURE (Completed)	JF
APPENDIX C: SPECIFICATIONS (Completed)	JF
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <u>ADDENDUM NUMBER</u> <u>4- one</u> <u>DATE OF ISSUANCE</u> <u>08-02-2022</u>	JF

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SECTION 5: BID PRICING

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

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

The awarded Bidder will only be compensated for completed tree trimming services, excluding services which are classified as 're-work' which are the direct result of a service failure(s) by the awarded Bidder and the subsequent requirement for the awarded Bidder to correct the service failure(s).

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

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

 X **Total Bid Price:** The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Bid Price shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied. If the required quantities of the items listed are increased or decreased by Change Order, the unit prices set forth shall apply to such quantities. Bid prices shall be rounded to the nearest cent.

Deductive Alternates apply when indicated by an "x" in the fields below

 Deductive Alternates Included X **Deductive Alternates not included in this IFB**

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

No Bid shall be withdrawn for a period of sixty (60) days after the opening of Bids without the consent of the City; sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure:

LF – linear foot IN – inch

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

BID FORM

Line Item	Quantity & Unit of Measure	Description	Unit Price **Rounded to nearest cent**
1	1 LF	One (1) Linear Foot of Overhead Line (pole-to-pole one-way)	\$ <u>9.00</u>
2	1 IN	One (1) Inch of Stump Ground	\$ <u>3.00</u>
TOTAL BID PRICE (Stated in figures) <i>The sum of the Unit Prices for Line Items 1 & 2. The Total Bid Price is used only for the comparison of bids.</i> **Rounded to nearest cent**		\$ <u>12.00</u>	
TOTAL BID PRICE (Stated in words) <i>The sum of the Unit Prices for Line Items 1 & 2. The Total Bid Price is used only for the comparison of bids.</i> **Rounded to nearest cent**		Twelve dollars	

BIDDER DECLARATION

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

Company Name: UPkeep By (Authorized Person's Signature): Stephen Ford

State of incorporation (required if Company is a corporation): _____

Full names of all partners (required if Company is a partnership): _____

Printed Name and Title: Stephen Ford

Date: 08-11-22

Arkansas State Contractor's License Number (REQUIRED): _____

SECTION 6: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and conditions shall be in force unless otherwise modified by the City in this Bid Document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any Bid package received through any 3rd party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the Invitation for Bid.
 - b. The term "Bid" means the offer by the Bidder.
 - c. The term "Bidder" means the person or organization responding to the Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by the Purchasing Department directing the Contractor to make changes to a Contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. Failure to do so will be at the Bidder's risk.

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

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

The Bidder must state a definite time for delivery of supplies or performance of services; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central Time Zone). Late Bids will be rejected without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. Failure to provide any requested information or to follow these procedures may result in the rejection of your Bid.
5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the Bid document after the opening of the Bid, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
- (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evident on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

6. **ACCEPTANCE OF OFFER:** The submitted Bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Notice of Award, Contract or other contractual or otherwise binding document.

Bidders accept all terms and conditions herein upon submission of their signed Bid.

7. **FIRM PRICES:** By submitting the Bid, Bidder signifies that the prices, terms and conditions quoted in their Bid will be firm for acceptance for a period of not less than the bid guarantee Bid stated herein unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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

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

The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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

Conditional Bids are not acceptable and are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two (2) or more identical low Bids, award will be made to the lowest and most responsive and responsive Bidder as determined by the City through the Bid evaluation process.

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

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these Bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL (OR EQUIVALENT, OR ALTERNATE) is added. However, if a product other than that specified is Bid, it is the Bidder's responsibility to identify such product in their Bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made. The decision to accept a proposed item is solely the City's.

14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, the City reserves the right to consider alternate Bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items Bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their Bid that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this Bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful Bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must complete the Delivery Section of this IFB. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on in this IFB.

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

All deliveries shall be FOB Destination to the location listed on the purchase order , contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding Bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the Bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the Bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the Bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid. Failure to provide any requested certification may result in rejection of Bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include, but are not limited to:

1. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

2. Termination for Cause

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City and without penalty to the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount specified herein, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the Bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed.
31. **PERFORMANCE & PAYMENT BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and for the full dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract and payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the IFB document; (b) Additional Terms and Conditions and Instructions to Bidders ; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.

35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
37. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
38. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Department at (479) 271-3115.

APPENDIX A

BIDDER QUALIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three (3) references in the space provided below. References provided shall be for tree trimming services performed by the Bidder along live power lines within the last six (6) months.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's Bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
Travis matlock	271-5941	Line clearance	
Alonzo crow	271-5941	Line clearance	
Tommy Hinkle	271-5941	Line clearance	

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Certified Arborist

APPENDIX B

CONTRACTOR/VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: UPkeep

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

Immediate Relation includes:

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

OR

☒ Check this box if there are no applicable relationships to disclose.

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

AE Initials

APPENDIX C

SPECIFICATIONS **(REQUIRED RESPONSE DOCUMENT)**

SPECIFICATIONS**BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS**

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

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

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations.	X	
3	The awarded Bidder shall execute the Contract upon receipt of Notice of Award.	X	
4	Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.	X	
5	The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work and requirements.	X	
6	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	
7	The awarded Bidder understands that this IFB Document contains all Specifications for work, materials and products. Work shall be completed, as specified, according to this Bid Document and all attached Appendixes. The awarded Bidder shall perform the work in accordance with industry standards and best practices.	X	

2. PROJECT SPECIFICATIONS

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
8	All work performed shall be in compliance with all federal, state, and local regulations, industry standards, the latest revision of ANSI A300 regarding Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning), and Dr. Alex L. Shigo's booklet entitled "Pruning Trees Near Electric Utility Lines". All brush and logs are to be removed on a daily basis. All work is to be performed during daylight hours Monday through Friday excluding City holidays.	X	
9	All work shall be performed meeting any and all OSHA and NESC requirements for performing work of this nature. The awarded Bidder shall provide any and all traffic cones, traffic signs or other safety equipment needed in performing the requirements of this contract. Crew leader is to have a cell phone while working for the City Of Bentonville.	X	
10	The awarded Bidder shall provide only employees who are Certified Line Clearance Arborists for performing tree trimming work from aerial lifts/bucket trucks. Additionally, the awarded Bidder shall provide only qualified, experienced and trained line-clearance arborists/tree trimmers, as defined by OSHA 26CFR1910.269, trained and experienced in trimming, pruning and removal of vegetation near 12.47 kV and 69 kV energized power lines for all other work to be performed. These workers shall be considered to be "qualified persons" for the purpose of OSHA 1910.331(c)(1). The awarded Bidder shall be responsible for ensuring that personnel are aware of the minimum approach distances allowed by OSHA and maintain the appropriate approach distance based on the employee's experience and training. Furthermore, the awarded Bidder shall ensure that the employees are provided with and utilize proper Personal Protective Equipment including but not limited to Flame retardant clothing which is necessary to minimize or eliminate injuries due to electrical arc flash injuries when working within the arc protection boundary. It is the awarded Bidder's responsibility to determine the arc protection boundary and the incident energy levels which the employees will be exposed.	X	
11	Brush, vines and undesirable vegetation shall be removed or pruned around creek and river banks, ditches, fence lines, and around poles, stub poles, guy poles, guy wires and other obstructions. The awarded Bidder shall keep all creeks and drainage ditches clear of brush to ensure proper drainage.	X	

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
12	All non-ornamental trees in rural areas that have never been trimmed located beneath the transmission and distribution lines are to be removed that are within the specified trimming clearances. The remaining part of the stump that is left shall not exceed four (4) inches in height in unkempt areas, and two (2) inches in height in kempt areas.	X	
13	All dead and marked trees are to be removed and hauled away. Trees may be disposed of at the City Of Bentonville's Compost facility located at 2000 NE "A" St. between the hours of 8 AM-4 PM, Tuesday through Saturday. Logs must be no larger than 24 inches in diameter and 8 feet long.	X	
14	The awarded Bidder is responsible for the removal of all branches that are not greater than ten (10) inches in diameter within the following horizontal or vertical distance from the outer most conductor on the trimming side: • Transmission Voltage Line – Thirty Feet (30') • Primary Distribution Voltage Lines – Ten Feet (10') • Guy Span – Distribution Span – Ten Feet (10'); Transmission Span – Thirty Feet (30') • Distribution Secondary Voltage Lines – Six Feet (6') • Below Neutral – Six Feet (6') • Services – Three Feet Six Inches (3'6") Radius • All Right of Way (ROW) will be trimmed from ground to sky • All established ROW are to be mowed The sections to be trimmed shall be determined by BEUD personnel. It is the awarded Bidder's responsibility to inspect all trees along the designated area to determine the extent of trimming necessary to meet the required clearances. Failure to inspect prior to the submission of a bid does not relieve the awarded Bidder from performing any and all specification requirements.	X	
15	Should weather conditions be a concern that prevents tree trimming at any time, and may affect the awarded Bidder's ability to complete trimming services in a timely manner, it should be addressed with and approved by BEUD personnel.	X	

The International Society of Arboriculture

Hereby Announces That

Stephen Ford

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
Caitlyn Pollihan
CEO & Executive Director

12 June 2021	30 June 2024	SO-10701A
Issue Date	Expiration Date	Certification Number



#0847
ISA Certified Arborist



TM

ACRT Arborist Training
4500 Courthouse Blvd., Ste. 150 Stow, OH 44224

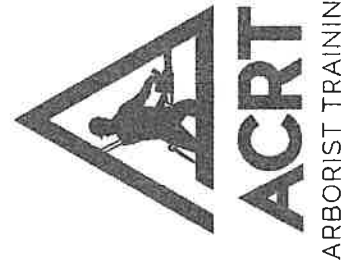
certifies that

Stephen Ford

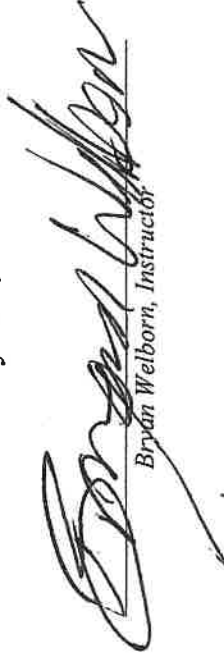
has satisfactorily completed the prescribed requirements of the

LINE CLEARANCE ARBORIST CERTIFICATION PROGRAM

and is granted this certificate of completion for one year



January 30, 2022


Bryan Welborn, Instructor


Annissa May, Assistant Manager of Arborist Training



ACRT Arborist Training
4500 Courthouse Blvd., Ste. 150 Stow, OH 44224

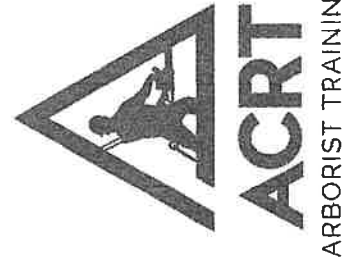
certifies that

Jerry Lombard

has satisfactorily completed the prescribed requirements of the

LINE CLEARANCE ARBORIST CERTIFICATION PROGRAM

and is granted this certificate of completion for one year



January 30, 2022

Bryan Welborn, Instructor

Annissa May, Assistant Manager of Arborist Training





ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-22-78	Solicitation Title:	Tree Trimming Along City of Bentonville Power Lines
Addendum Number:	1	Date of Issuance:	August 2, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated July 17, 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 2 page(s).

Bid Opening Date:

1.0 The Bid Opening Date and Time listed in the original Advertisement and Bidding Documents was August 8, 2022 at 2:00PM.

1.1 The Bid Opening Date is being amended to allow Bidders additional time based on the amendment in Required Response Documents below.

1.2 The Bid Opening Date and Time is amended as follows:

Monday, August 15, 2022 at 2:00PM

Question Deadline:

1.0 The Question Deadline listed in the original Advertisement and Bidding Documents was August 2, 2022 at 4:30PM.

1.1 The Question Deadline is being amended to allow Bidders additional time based on the amendment in Required Response Documents below.

1.2 The Question Deadline is amended as follows:

Tuesday, August 9, 2022 at 4:30PM

Arkansas Contractor's License Requirement:

1.0 The original IFB-22-78 Bidding Documents required Bidders to be licensed contractors in the State of Arkansas.

(Continued on following page)



ADDENDUM TO SOLICITATION

Arkansas Contractors License Requirement Continued:

- 1.1 The City has determined that a Contractor's License is not required for the IFB-22-78 Scope of Work.
- 1.2 This Addendum Number 1 removes all references in the IFB-22-78 Bidding Documents to an Arkansas Contractor's License, and response fields labeled "REQUIRED" for the Arkansas Contractor's License may be left blank.

Questions and Answers:

Line Number	Submitted Question	City's Response
1	Will the City of Bentonville require a contractor's license to bid this job?	The City has determined that an Arkansas Contractor's License is NOT required for this solicitation.
2	Within the bid packet it does state that a bid bond is not required, however in the bid documents to be filled out by the contractor is asked if the bid bond is included with the submission. Could you please confirm if a bid bond is not required for this project?	As indicated on pages 2 and 6 of the Bid Packet, a Bid Bond is not required for this solicitation.

[End of Addendum Number 1]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/15/2022

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

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

PRODUCER PROFESSIONAL INSURANCE 1122 N Walton Blvd Bentonville, AR 72712		CONTACT NAME: PHONE (A/C, No, Ext): (479)273-6958 FAX (A/C, No): (479)273-6959 E-MAIL ADDRESS: piginc@cox-internet.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A : Nautilus	
		INSURER B : Progressive	
		INSURER C : Amguard	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		NN1204412	3/13/2022	3/13/2023	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED				
B	AUTOMOBILE LIABILITY		01496347	4/29/2022	9/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO	☒ SCHEDULED AUTOS				BODILY INJURY (Per person) \$ 25,000
	☐ ALL OWNED AUTOS	☐ NON-OWNED AUTOS				BODILY INJURY (Per accident) \$ 50,000
	☐ HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$ 25,000
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				
	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N ☒ Y ☐ N/A	E.L. EACH ACCIDENT \$ 100,000			
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMPLOYEE \$ 100,000			
			E.L. DISEASE - POLICY LIMIT \$ 500,000			

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

CERTIFICATE HOLDER**CANCELLATION**

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

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Agenda Item Form

Date of City Council Meeting	9/13/2022
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)

☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
--	---------------------------------------	--	---	-------------------------------------	------------------------------------

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

Ordinance to approve a Waiver of Bid to purchase a C4047 Digger Derrick from Terex Utilities, Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 110421-TER, for \$403,248.00 (\$274,943 + \$128,305 Kenworth chassis), and a Budget Adjustment to cover the shortfall. The pricing for the Digger Derrick is in accordance with the co-op contract pricing; however, the chassis is not part of the co-op contract pricing. The Electric Department solicited an additional quote to ensure fair pricing for the chassis; the Terex price is approx. \$24k less than the quote the Department received. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 110421-TER, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2022 budgeted item.

Estimated Cost	403,248.00
----------------	------------

Is this Item Budgeted?	☒ Yes ☒ No
------------------------	--

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

In the 2022 budget, there is \$360,000 budgeted for the truck. Money will be moved from Acct 73-13 (Underground Primary) to cover the \$43,248 shortfall.





Budget Adjustment Request

Date of City Council Meeting	9/13/2022
Department	Electric/Water/Sewer
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
In the 2022 budget, there is \$360,000 budgeted for the truck. Money will be moved from Acct 73-13 (Underground Primary) to cover the \$43,248 shortfall.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010 - Electric	47313	Underground Primary		\$ 43,248.00
503010 - Electric	47420	Vehicles	\$ 43,248.00	
		Totals	\$ 43,248.00	\$ 43,248.00
		Net Impact on Fund Balance	\$ -	
*Final Account Number will be determined by Accounting Department after approval and purchase				



MEMORANDUM

DATE: September 13, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Resolution/Bid Award – Terex Digger Derrick

The Electric Dept. recommends waiving bids to purchase a C4047 Digger Derrick from Terex Utilities, Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 110421-TER, for \$403,248.00 (\$274,943 + \$128,305 Kenworth chassis), and a Budget Adjustment to cover the shortfall. The pricing for the Digger Derrick is in accordance with the co-op contract pricing; however, the chassis is not part of the co-op contract pricing. The Electric Department solicited an additional quote to ensure fair pricing for the chassis; the Terex price is approx. \$24k less than the quote the Department received.

Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 110421-TER, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2022 budgeted item.

The digger derrick is budgeted in 2022 for \$360,000. The total cost of the truck is \$403,248. BEUD recommends moving \$43,248 from acct. 73-13 (Underground Primary) to acct 74-20 to cover the shortfall. With the transformer shortage BEUD is currently experiencing, Underground Primary will have available funds. Moving the money from 73-13 to 74-20 will have a net zero impact to the BEUD bottom line.



TEREX®

CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: **6/29/2022** Sourcewell 2022 Pricing 110421-TER
REV 2
Quote Number: QU20012 Unit: C4047

City of Bentonville
3200 SW Municipal Dr
Bentonville AR 72712
(479) 271-5985
Attention: Doug Charest

Baseline Price: **\$274,943**

FET Tax If Applicable **\$705**

Grand Total Each: **\$275,648**

See Attached Options Page:

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

Notes:

- 1) Delivery Terms are: CPT Destination
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 360+ Days

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Mike Stolp
Sales Coordinator

Clint Maners
Account Manager

 **WARNING** Cancer and Reproductive Harm
www.P65Warnings.ca.gov.

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

Options

Date	6/29/22
Quote(s) #	QU20012
Customer Name	City of Bentonville
Customer PO #	

No.	Description	Selling Price	Options:
1	Current Model Year Kenworth T480 4x4 Chassis per attached spec.	\$128,305	☐ Add Option
2	FET for Chassis (If Applicable)	\$14,627	☐ Add Option
3		\$0	☐ Add Option
4		\$0	☐ Add Option
5		\$0	☐ Add Option
6		\$0	☐ Add Option
7		\$0	☐ Add Option
8		\$0	☐ Add Option
9		\$0	☐ Add Option
10		\$0	☐ Add Option
11		\$0	☐ Add Option
		Total:	

TERMS AND CONDITIONS OF SALE
TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.
U.S. and CANADA (except Quebec)

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products

of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex Utilities, Inc.
3140 15th Ave SE, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

06/14/2022

CITY OF BENTONVILLE
3200 SW MUNICIPAL DR
BENTONVILLE, AR 72712
Attention: DOUG CHAREST

Phone: (479)271-5985

Qty. Description

UNIT

- 1 One (1) new Terex Commander 4047 model hydraulic rotating digger derrick with a turntable winch.

Design Criteria:

- * Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.
- * Meets ANSI/ASSE A10.31-2019.

Elevation:

- * From +80 degrees above horizontal to -20 degrees below horizontal.

Dual Lift Cylinders:

- * Double-acting cylinders with chrome plated rods and integral holding valves. Trapezoid mounting design offers greater boom support and stability providing less wear and longer life. Either cylinder can hold the rated lifting capacity of the derrick.

Steel Lower Boom:

- * The boom is a fabricated box utilizing high-strength steel plates.

Steel Intermediate Boom:

- * Fabricated box constructed of high strength steel. Powered by a double acting hydraulic cylinder equipped with integral holding valves on both extend and retract ports.

Fiberglass Hydraulic Upper Boom:

- * Capable of lifting the hydraulic capacity of the derrick in all positions.
- * Tested and rated for line voltage up to and including 46 KV AC.
- * Tapered non-metallic rollers mounted at the end of the intermediate boom support the fiberglass boom under load minimizing scratches and abrasions. The sides of the fiberglass boom are supported and guided by non-metallic rollers to reduce tracking.

Continuous And Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

Miscellaneous:

- * Relief valves to protect the derrick circuits and digger-winch circuits.
- * Hydraulic hoses are equipped with permanent type hose fittings.
- * A custom load chart stating actual lifting capacity considering all final options, chassis, body,

Qty. Description

outriggers, and other fixed equipment with capacity based on completed unit stability is included.

- * A boom-angle indicator and decal are mounted on each side of the lower boom.
- * All metallic components of the complete digger derrick device are prime painted.
- * Two complete manuals providing operational and maintenance procedures, and a replacement parts listing.
- * Warning decals provided with unit.

Turntable Winch Including Transferrable Pole Buddy Assembly:

- * 15,000 lb. bare drum capacity worm gear winch equipped with hydraulic counterbalance valve mounted on the derrick turntable. Equipped with flanged pole buddy transferrable from intermediate boom to upper boom.

Bare Boom Lift Capacities:

- * Boom Angle: All Booms Retracted
- * Maximum Elevation 24750 lbs.
- * 10 Ft. Radius 11000 lbs.

Work Zone Capacities:

- Median Digging Radius 20.5 ft.
- Digging Capacity at Median Radius 2542 lbs.
- Lift Capacity at Median Radius 4524 lbs.

Sheave Height:

- * With intermediate boom extended, 38.6 ft. at maximum elevation.
- * With upper boom extended, 47.4 ft. at maximum elevation.
- * Dimensions are based on a 40" chassis frame height.

Load Radius:

- * 28.5 ft. from C/L of rotation, at 0 degree, intermediate boom extended.
- * 37.5 ft. from C/L of rotation, at 0 degree, upper boom extended.

- 1 RH Open Front Command Post With "Exclusive Single Stick T" Control located on the Outward Side:
 - * Allows operator to easily climb into command post area from the front of the station.
 - * Control allows one hand to operate three functions: rotation, boom elevation, and intermediate boom extension.
 - * Upper boom extension and other functions have individual controls.
 - * Glycerin filled pressure gauge is provided to monitor system pressure.
 - * Permanent type control decals are provided.
 - * Adjustable cushioned operator seat is provided as standard and includes side rails.
 - * Hydraulic foot throttle.
 - * Includes a control and horn.
 - * Stop/start at control station.
- 1 Operator LED light at controls at command post/console.
- 1 Pole Guide For Transferable Pole Buddy with Interlock:
 - * Hydraulic cylinders equipped with holding valves operate the tilt and open/close on pole guide arms.
 - * Pole guide hoses are contained in a chain type carrier, installed on the side of the boom.
 - * Transfers from the end of the intermediate boom to the end of the upper boom and vice versa.
 - * The pole guide is installed on the transferable pole buddy flange assembly.

Qty. Description

* Protects both the pole guide and the boom from accidental damage caused by extending the upper boom while the pole guide is on the intermediate boom and tilted downward. Includes actuating plunger and two poppet valves.

1 Pole Claw Arms:

*Unique circular design of arms that handle poles up to 23 inch diameter.

1 Load Moment Limiter (Hydraulic Overload Protection) for Boom and Rotation systems:

* An Operator aid to prevent damage to the derrick by stopping selected functions if an over load occurs. The functions necessary to eliminate the overload condition remain operational, to relieve the cause of overload.

* Disables boom down, boom extend, winch up, and digger dig when boom lift or rotation senses an overloaded condition.

* The system is fully automatic relative to the operation and re-set functions.

Pressure Gauge with Color Zone Ring for Load Moment Limiter:

* A indicator gauge which provides an indicator when approaching maximum capacity.

1 Worm Gear Rotation:

* Provided by worm gear drive through reversible hydraulic motor. Worm gear drive powers a special design long life hardened "shear ball" ball bearing rotation gear.

1 X-Boost Option:

*Optional capacity control system for increased lifting capability at higher boom angles to meet customer specifications for 10' capacities.

*Increases capacities an average of 17% on C4000 Series Digger Derrick.

*Includes: Electric collector ring, wiring harness and XDPS component.

1 Customer Declined, Anti-Two Block.

* Purchaser is aware of OSHA Crane and Derrick standard, subpart CC for construction (1926.1416).

1 14,000 ft-lb Two Speed Digger With Hydraulic Shift (Mark IV):

* Planetary gear drive powered by reversible hydraulic motor.

* Telescopic trombone tube is provided to shift the two-speed digger hydraulically.

1 LH Auger Storage and Digger Hanger:

* Digger hanger bracket is box section and is equipped with a transfer protection system, auger stowage bracket with self latching auger catch and hydraulic auger release.

* The auger stowage bracket stores up to a 24" diameter auger, in the standard position.

* Digger storage protection system to protect the auger storage cable from damage caused by over-winding. Oil from the digger system is returned to tank before the cable is over-stressed.

1 Nylon 1" flat webbing strap for auger roll-up.

1 Solid Hex Auger Shaft with Coupler:

* 60" long x 2-5/8" hex auger shaft with auger adjustment holes.

1 Pedestal:

* Square constructed pedestal has access holes for maintenance of hydraulic plumbing.

1 Allied Industrial Technologies MF60-2-4A hydraulic oil cooler with dual fans for derricks.

Qty. Description

- 1 Boom Stow Protection For Controls Above Rotation:
 - * Protects against damage from excessive down pressure by cutting off oil supply to the derrick.
 - * Includes a 2 channel electric collector ring.
- 1 Pump For Use (Required Approximate 120% PTO):

Tandem vane high efficiency 3000 psi rated hydraulic pump providing 40 gallons per minute combined flow.

 - * Provides 16 gallons per minute to boom functions and 24 gallons per minute to digger/winch functions and combines flow when boom is not in operation providing 40 gallons per minute to digger/winch at 1600 rpm engine speed, boom extension is faster than winch.
 - * Provides up to 6 gallons per minute for tools at 700 rpm engine speed.
 - *Includes pump kit.

FOR GENERAL ONLY: With the use of Radio Controls.
- 1 Hydraulic Reservoir:

50 gallon hydraulic oil reservoir includes 10 micron replaceable cartridge type return line filter mounted in reservoir with bypass valve incorporated in filter to prevent restricted flow.

 - * A 100 mesh in screen in filter cap. A 40 mesh screen included in tank outlet and a 2 1/2" full flow ball type shut off valve.
 - * Relief valves to protect the derrick circuits and digger-winch circuits.
- 1 Extra Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (8348)
- 1 Extra Heavy Duty A-Frame Outriggers with swivel type stabilizer pads and 6" club feet. (8348)
 - ** ALTERED FROM STANDARD **
- 1 Q1338 - High Pressure Code for Outriggers
 - ** ALTERED FROM STANDARD **
- 1 Outrigger Controls for (2) Sets of Outriggers w/ (2) Aux Tool Outlets.
 - *EQR-477239
- 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
 - ** ALTERED FROM STANDARD **
- 1 Flow divider for each of the Aux Tool Outlets (2 total)
 - *Qty-2 - EQR-64745
- 1 Subframe constructed with an open center.
- 1 Tie Down Kit.
- 1 Remote Sensor Bracket:
 - * Bracket to be used with the Williams remote sensor. Installed to supply sensor to work with truck engine.

Qty. Description

- 1 Terex Advanced Chassis Controller:
 - * Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.
 - * Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.
 - * Programmable settings allow installer to customize/select options need for their application.
 - * Screw terminal-type connections and enclosure to cover connections.
 - * Recommended on Class 6 and above chassis with multiple outputs
 - * The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
- 1 American flag displayed on unit.
- 1 Factory Warranty
- 1 Clevis for two part line attachment.
- 1 Two Part Sheave Assembly with 12 ton capacity:
 - * Two-part line attachment includes one snatch block.
- ** ALTERED FROM STANDARD **

1 .
- BODY, INSTALLATION

** BODY INFORMATION **
- 1 144-inch Steel Flatbed w/ Saddle Pack Compartmentation & Accessories per attached spec.
- 1 Install Derrick Over Rear Axle And Install All Associated Components:
 - * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 24" x 24" x 2" poly outrigger pads.
 - * Includes outrigger pad storage.
- 4 Pendulum style retainer.
- 4 Rubber wheel chocks with eye bolt.

Qty. Description

- 1 Igloo 3 gallon plastic water cask.
- 1 Mounting bracket for water cask for exterior mounting.
Install rearward of curbside access steps
- 2 Cone holder bracket, fold down type with base.
Install (1) on each front outrigger.
- 1 Grab handles as necessary for 3-point contact.
- 1 Wrap around steps on pedestal for command post application.
- 1 Installation of rear & side access steps included w/ body.
- 2 Mud flap with logo 30" tall.
Note: Trim As-Required.
- 1 A mounting kit for over 45" flatbed frame height for a pair of mud flaps.
- 1 Hannay spring rewind grounding reel.
Install under flatbed - rearward of curbside access steps
- 1 2/0 Yellow Electrical Cable used for grounding per ASTM F855-04:
 - * 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.
 - * Three point grounding system for grounding vehicle during work operations.
 - * Cable must be fully removed from bracket before use.

NOTE! Purchaser to verify this meets their company's requirements for fault current.
- 1 Grounding Loop Kit:
 - * Consists of (2) grounding copper rings located one at front and one at rear.
- 1 Window guard constructed of angle and heavy duty flatten expanded metal mesh.
Note: Attaches to the front of a 58" body.
- 1 Boom rest for Digger Derrick, H-frame style weldment used on A-frame, Radials or Out/Down outriggers, 36" wide.
- 1 Front pole carrier kit bunk style with a ratchet with 2" wide webbing tie down strap to secure pole and pole bunk arm weldment.
- 1 Rear pole carrier assembly 20-24" bunk style, removable and bed mount.

Qty. Description

- 1 Digger Derrick dual position boom rest saddle.
- 1 Peterson LED 7-lamp DOT Lighting Package:
 * Complies with FMVSS 108.
 * Includes required lights, junction box and wiring harness.
- 1 Lighted license plate bracket kit with LED light.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
- 1 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.
 *Wired into On/Off switch in cab.
- 1 Whelen LED 3.5" White Flash Light. (Pair)
 *3 LED Clusters, 10 flash pattern.
- 2 Strobe and Golight mounting bracket.
- 2 Golight 20004 LED spotlight, hand held remote and white in color.
- 3 Truck-Lite 4" round LED work light.
 Install (2) on the back of the boom rest (facing cargo area) & (1) on the back of the pedestal (facing tailshelf).
- 6 Maxxima 13-inch Lightbar
 *Install locations to be clarified at drawing review.
 Terex PN - 65369797
- 1 Glad Hand Kit, Swing Away:
 *Requires tractor protection valve and air lines to the rear.
- 1 Tekonsha Voyager electric brake control.
- 1 One pair of rubber dock bumpers at rear.
- 1 Remote engine stop/start And two speed control from rear of vehicle.
- 1 15 ton pintle hook:
 * Safety chain eyes.
 "Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
- 1 ICC rear bumper.
- 1 7-prong trailer socket.
 NOTE: Stop & turn signal lights on combined circuit.

Qty. Description

- 1 Oil tank mounting for external reservoirs.
- 1 Oil tank punched metal guard.
- 70 Fill with Hydraulic oil for general purpose use.
 - * Refer to the product maintenance manual for specific type to be used.
- 1 Locking Dog Holder:
 - Install on curbside of tailshelf
- 1 1 1/8" x 120' Samson, 2-IN-1 Stable Braid uncoated rope.
- 1 Crosby, Hook and Jam, Swivel, 8.5 ton w/Latch Assy.
- 2 Hannay spring loaded hydraulic hose reel with 4-way roller assembly with 50' of 1/2" Hose Set.
 - * Quick disconnect HTMA male and female flush faced couplers and dust covers.
 - * Installed on hose reel with ball stop.
 - Install (1) on each side of center of tailshelf - payout to rear.
- 1 Safety Kit consists of the following:
 - *10-lb ABC fire extinguisher with the use of 0092099 bracket.
 - *James King triangle reflector kit.
- 1 Sight rods, 36" tall, flexible, orange, one pair.
- 1 Pro-Vision backup camera kit:
 - Note: Camera only, 2.5 inch.
 - Wire to chassis controller screen for use as rear view monitor.
- 1 Braden PD35A-35119-01 EB BUMP ER Hydraulic Sgl Spd, Front Mounted Bumper Winch Assembly Including:
 - * 35,000-lb rated capacity.
 - * Extended shaft to curb side for take-up reel with 2 speed gearbox.
 - * Four way roller assembly
 - * Tool Box
 - * Tow Angle
 - * Miscellaneous hose and fittings.
 - NOTE: Requires a larger hydraulic tank on the Unit Model, if internal tank will require external tank.
- 1 Wire rope, 5/8" x 200', 6x19, one eye with thimble.
- 1 Collapsible Take-up Reel:
 - * 4,000-lb maximum pulling force.

Qty. Description

- * 20" diameter, 28" overall.
- * Bayonet style socket fits 2-7/16" shaft.

- 1 Winch control installed at front bumper and in-cab.
- 1 Shackle w/screw pin, 1 1/4" with 18 ton capacity.
- 1 Paint C4000 derrick one color.
- 1 Paint front winch one color.
- 1 Paint body floor with non-skid paint.
- 1 Paint compartment top with non-skid paint.

CHASSIS

- 1 Customer Supplied Chassis:
 - * Along with the purchase order the customer will be required to include a copy of the chassis specification intended for use and the contact information of the supplying chassis dealer. If the chassis specification does not meet minimum requirements for the application additional costs may be incurred to meet those requirements.
 - * Terex Utilities, Inc. requires a weight study analysis to insure chassis loading and stability.
 - * Chassis's delivered to the installation facilities that do not meet minimum specification requirements will be noted at time of delivery and a suggested resolution will be provided back to the customer.
 - * Reference Terex Customer Furnished Chassis Delivery Policy for additional instructions.

SPECIAL CHARGES

- 1 Delivery to Customer.

**** ADDITIONAL INFORMATION ****

- 1 Delivery from Factory (Watertown SD) to Bentonville AR.
- 1 First Article Inspection, Digital

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in
front in the quote or secondarily on the approved engineering drawing. Any accessories located
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.

B&G Bodies, Inc.

2925 9th Ave SW
Watertown SD
57201

Quotation Number	13374
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For the attention of	Mike Stolp
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	Terex
Customer:	City of Bentonville

DESCRIPTION

B&G Bodies Inc. 72" Line Body 46 inches high X 94 inches wide.

20 Inch compartment depth.

54 Inch bed area.

28 Inch top of floor to top of body.

16 Ga. Galvanneal body materials.

12 Ga. Hot rolled treadplate compartment tops.

Whale Tail Handle door latches 3-point.

Stainless steel rod and socket type door hinges.

Gas Cylinder door holders on all vertical hinged doors and

Double Panel Body Doors.

LED Rope light compartment lights in all body compartments with Weather Pack Connectors.

* Does not include Boxes or Tailshelf Compartments

* Lights Ship Loose.

Automotive Bulb Type Weatherstripping. **(Ship Loose)**

Front bulk head - Bolt on

Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.

B&G Bodies Inc. 144" Treadplate Flatbed 94 inches wide.

12 Ga. Hot rolled Treadplate floor.

6" structural steel I-Beam crossmembers on 12" centers.

4" High Flat perimeter retainer around flatbed - hinged.

7-Lamp light bar installed at rear.

Tie Downs:

Four (4) Recessed Swivel D-Ring tie downs.

Streetside Compartmentation:

1st Vertical:

24 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

2nd Vertical:

B&G Bodies, Inc.

2925 9th Ave SW

Watertown SD

24 Inches wide with Seven (7) locking/swivel type material hooks 2-3-2.

3rd Vertical:

24 Inches wide with Four (4) shelves each with adjustable dividers on 4" centers.

Curbside Compartmentation:

1st Vertical:

24 Inches wide with Five (5) material drawers.

Drawers are mounted on Roller Bearing Slides.

Each drawer has twist style T-Handle activating latches on each side of drawer.

Adjustable dividers installed in each drawer on 6" centers.

2nd Vertical:

24 Inches wide with Four (4) shelves each with adjustable dividers on 4" centers.

3rd Vertical:

24 Inch wide Lift-up Gripstrut access steps to bed area.

* Chain Storage

Tool Box: (Bolt-On / Ship Loose)

One (1) -18" long X 18" high X 18" wide with dropdown side access door.

Expanded Metal Basket: (Bolt-On / Installed)

Two (2) - 72" long X 12" high X 20" wide.

Subframe Installation:

Install customer supplied subframe, with outriggers.

* Standard A-Frame Jacks

Possum Belly Storage:

Possum belly storage in Subframe with drop down door at rear

Hose Tunnel Pass Through cutout needed

Wheel Chock Storage:

Four (4) Each under body V-type. **(Ship Loose)**

* Pendulum Retainers.

* Bolt-on Style

Sidegate:

Removable 4" high Aluminum Tube retainer X full width of step area.

Cable Step: (Ship Loose)

B&G Bodies, Inc.

2925 9th Ave SW

Watertown SD

Two (2) Single Cable steps for installing at rear of body.

Belted Step: (Ship Loose)

One (1) Rubber Belted type step for installing at side access.

Grab Handles: (Bolt-On / Installed)

One (1) Bolt-On Type for installing at side access of body.

One (1) Pool type grab handles for installing at side access of body.

Two (2) Pool type grab handles for installing top of tailshelf.

Two (2) Mini pool type grab handles for installing top of tailshelf.

Paint:

Finish Paint Body and Inside of compartments Taffeta White.



WALLWORK KENWORTH - FARGO (W060)
900 35TH ST N
FARGO, North Dakota 58102

TEREX UTILITIES
3140 15TH AVE SE
WATERTOWN, South Dakota 57201
United States of America

Shane Evenstad
Cell Phone: 7013718649
Office Phone: 7014767054
Email: shane.evenstad@wallworktrucks.com

Mike Stolp
Email: mike.stolp@terex.com

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	16000
Type:	FULL TRUCK	Rr Axle Load (lbs):	23000
Description 1:	Bentonville Elec	G.C.W. (lbs):	39000
Description 2:	39k		
Application		Road Conditions:	
Intended Serv.:	Construction: Vehicles used in the	Class A (Highway)	78
	cons		
Commodity:	Lumber.	Class B (Hwy/Mtn)	20
		Class C (Off-Hwy)	2
Body		Class D (Off-Road)	0
Type:	Service body.	Maximum Grade:	6
Length (ft):	16	Wheelbase (in):	192
Height (ft):	13	Overhang (in):	100
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	69.5
		Cab to Axle (in):	122.5
Trailer		Cab to EOF (in):	222.5
No. of Trailer Axles:	0	Overall Comb. Length (in):	332
Type:			
Length (ft):	0	Special Req.	
Height (ft):	0	U.S. Domestic registry, 50-state.	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

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

Sales Code	Std/Opt	Description	Weight
Model			
0000480	S	T480 Series Conventional	10,386
0071000	O	T480 Aero Hood	0
0080075	O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0
0090161	O	T480 Single Rear	0
0098404	O	State of Registry: Arkansas	0
Engine & Equipment			
0130205	O	PX-9 330 330@1750 1000@1200, 2021 With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 68....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 68....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	0
1000046	O	EPA Emissions Warranty Engine	0
1000151	S	PremierSpec	0
1000243	O	Gearing Analysis: Performance power before economy results.	0
1000250	O	Customer's Typical Operating Spd: 58 MPH.	0
1000684		Effective VSL Setting NA	0

Sales Code	Std/ Opt	Description	Weight
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Overrule	0
1000891		Eff EIST NA Expiration Miles	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0
1098003	S	Air Restriction Indicator: Mechanical Mounted on Air Cleaner.	0
1105231	S	Fan Hub: Horton On/Off for PX-9 or L9N	0
1121231	S	Cooling Module: 2.1M MD - Aero Hood 1000 Square Inches	0
1160205	O	Bugscreen Front of grille on 2.1M MD, C500 ,T800, T880, and W900. Behind grille on T680 and 1.9M MD.	2
1247229	S	EXH: 2021 RH Under DPF/SCR with RH Horizontal tailpipe below rail	0
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0
1321200	S	Run Aid:None *For Fuel Filter	0
1321300	S	Start Aid:None *For Fuel Filter	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0
1816260	S	Alternator: PACCAR 160 amp, brush type	0
1821215	O	Batteries: 4 PACCAR GP31 threaded post (700-730) 2800-2920 CCA dual purpose.	123
1836107	O	Starter: PACCAR 90P47 12V with PACCAR PX-7	0
1840066	O	Cab Power Cutoff SW on Cab Floor NFPA Compliant - Engine Shut off	2
1900996	O	Jump start terminals under hood.	0
1901018	S	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0
Transmission & Clutch			
2011228	O	Transmission: Allison 3500RDS 5-speed	399

Sales Code	Std/ Opt	Description	Weight
		w/PTO drive gear. Limited to 860 lb.-ft. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	
2323005	O	Transfer Case: Meritor MTC-4210, 2 speed Without PTO, Without Neutral. For use with Single RR Axle and Meritor FDA.	644
2406213	O	Driveline: 3 Dana SPL140 with one centerbearing and 1 SPL100 with no centerbearing to FDA for use with transfer case.	136
2410018	O	Torque converter included w/Allison Transmission.	0
2410204	O	Allison Fuel Sense: Delete	0
2410244	O	J1939 Park Brake Auto Neutral	0
2429378	O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
2460021	O	Oil to water cooler for transfer case to 8500 lb.-ft.	13
Front Axle & Equipment			
2574007	O	Meritor MX-120 Front Drive Axle Rated 16K 16.5X6 Q+	0
2590586	O	Front Drive Axle Ratio: 5.86.	0
2659007	O	Front Brakes: included w/ front drive axles	0
2659065	O	Front dustshield: included w/ Meritor or Sisu front drive axle.	0
2690050	O	Front Brake drum included w/ front axles.	0
2707003	O	Front Hub: hub pilot 10 hole mount hub included w/ Meritor front drive axles. 11.25 in. bolt circle.	0
2748550	O	Front Axle Oil Seal: included w/ axle or brakes.	0
2750900	O	Hubcaps included w/ front axle.	0
2769000	O	Slack Adjusters included w/ front axle or brake. Also use w/ disc brakes.	0
2864060	O	Front Springs: Taperleaf 16K w/shock absorbers. For use on medium duty with FDA only.	23
2895096	O	Single power steering gears: 16K.	20
Rear Axle & Equipment			
3042160	S	Single Meritor R23-160 rear axle rated at 23K.	0
3200563	S	Rear Axle Ratio - 5.63.	0
3350007	O	Single Rear Brakes 16-1/2x7 in. Meritor Q-Plus	8

Sales Code	Std/ Opt	Description	Weight
		extended service S-cam.	
3392001	O	Single Rear Brake heavy duty Brake Drums: cast. Use HD Gunite Drum when single axle with GAWR over 23,000 lbs is selected.	0
3403220	S	Single Rear Hubs: Iron hub pilot 11-1/4 in. bolt circle.	0
3441971	S	ConMet PreSet Plus Hub package; single rear axle.	0
3465001	S	Single Rear axle automatic slack adjusters.	0
3485007	S	Spring Brake: 3030 long stroke single 3 in. travel. Helps keep brakes in adjustment longer.	0
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3531000	O	Wheel Differential Lock for Dana Spicer Axle P22060S; changes S to D to the axle part number.	15
3656428	O	Rear suspension: single Reyco 79KB multileaf 26K. 2.1M medium duty FDA only. Without helper spring. Unladen height: 15.1 in. Laden height: 12.7 in. Not rear air disc brake compatible.	90
3836315	S	Bolted rear suspension crossmembers for Reyco 79KB. Replaces medium duty standard.	0
Tires & Wheels			
4077537	O	Front tires: Bridgestone M870 315/80R22.5 20PR All Position	94
4279059	O	Rear Tires: Bridgestone R268 Ecopia 11R22.5 16PR 41.5 in. diameter, all position. F-side wall protector bar. 19.5 in. SLR.	36
4900004	O	Rear Tire Quantity: 4	0
5042285	O	Front Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. heavy-duty 5 hand-hole hub pilot mount.	20
5242285	O	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	40
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900004	O	Rear Wheel/Rim Quantity: 4	0
Frame & Equipment			
6054410	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in.-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is	150

Sales Code	Std/ Opt	Description	Weight
		required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	
6302460	O	Bumper: Tapered painted steel channel. Requires a bumper setting code.	65
6319040	S	40 in. Bumper setting. Requires a bumper code.	0
6321010	S	Front tow loops: Two	0
6400644	S	Battery box cantilever aluminum BOC with smooth natural finish aluminum cover.	19
6409716	O	Ladder-type step RH under cab below battery box or toolbox or DPF - SCR.	11
6409902	S	Battery box location: RH Side.	0
6451125	S	DPF/SCR box natural end plates and natural cover.	0
6490139	S	Heavy-duty one-pc aluminum intermediate/fill-in crossmember.	0
6490433	S	Heavy-duty 5-piece rear cab support, hucked assembly. Huck fastened to frame.	0
6679823	O	Dealer to review delivery restrictions w/ transporter. Units equipped with transfer case.	0
6679856	O	Final end-of-frame cut-off dimension will be modified to less than or equal to 45 in.	0
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7140050	S	50 US gallon D-Shape rectangular aluminum under fuel tank, replace. With non-slip step.	22
7722173	O	Large DEF tank, 15 gallons.	26
7839715	O	Ladder-type step below fuel tank under cab - LH side.	9
7889203	O	DEF to fuel fill ratio 2:1 or greater.	0
7889614	O	DEF tank location is LH BOC. For 2.1M medium duty	0
7920050	S	Location: 50 gal fuel tank LH under cab	0
Cab & Equipment			
8024311	S	Cab: Stamped aluminum with curved windshield LED markers. Requires separate roof code.	0
8090155	O	Hood: Med Aero w/ Chrome Crown	0

Sales Code	Std/ Opt	Description	Weight
8108011	S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0
8201200	S	Adjustable telescoping tilt steering column.	0
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	0
8205052	O	PTO air control: On dash w/indicator light.	0
8205053	O	PTO air control: Toolbox mounted LH of rider seat for customer-installed PTO. Park brake interlock to prevent PTO engagement unless brake is engaged is available on T680/T880	11
8205118	O	Information for customer-installed PTO Chelsea 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.	0
8205177	O	Dash Switch: 1st Allison-mntd PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
8205283	O	Info for C/I PTO: Chelsea 10 Bolt	0
8282024	S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0
8291011	O	Warning Light and Audible: Drivers Side Seatbelt A telltale and audible warning activates when vehicle speed > 10 mph and driver side seatbelt is not buckled.	0
8330591	S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0
8410101	S	Driver Seat: KW Air Seat IB Vinyl w/o Armrests /Susp Cover	0
8480201	S	Rider Seat: KW Toolbox Seat IB Vinyl w/o Armrests	0
8698970	S	No Radio Or Speakers Selected: No Prewire & No Antenna Wiring. Not w/ Smart Wheel.	0
8700196	S	Turn Signal: Self-Cancelling	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0

Sales Code	Std/ Opt	Description	Weight
8800272	O	Grabhandle: RH, Exterior, Side of Cab - Ergonomic Grab Handle Mounted To The Right Hand Exterior Of The Cab For Entry and Exit.	3
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
8832113	S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0
8841411	S	Single air horn under cab.	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0
8850812	O	Mirror: LH Hood Mounted, Round Convex, Chrome	4
8850813	O	Mirror: RH Hood Mounted, Round Convex, Chrome	4
8850842	S	Mirror Shell: Dual Aero In-Mold Black	0
8860853	S	Mirror: Dual KW Aero Rear View Non-Motor, Non-Heated with Integral CX	0
8871446	S	Rear cab stationary window 19in x 36in	0
8890101	S	One-piece bonded-in windshield with curved glass. Standard.	0
8890874	O	Kenworth Cab Air Suspension.	0
8891011	O	Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room & Interior Overhead Storage	0
Lights & Instruments			
9010813	O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0
9010951	O	Daytime Running Lights Located in Bumper. Driven by Chassis Height.	3
9020101	S	14-Pin RP170 Body Lighting Connector.	0
9022137	S	Marker Lights: Five, rectangular, LED	0
9030052	S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0
9090115	O	Reflectors: Two Midframe	0
Air Equipment			
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0



Sales Code	Std/Opt	Description	Weight
Extended Warranty			
9200002	O	Base Warranty - Severe Service 12 months / 50,000 miles / 80,000 km.	0
9200008	S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9491659	S	VMUX Architecture	0
Promotions			
Paint			
9700000	O	Paint color number(s). N9702 A - L0006 WHITE N9770 BUMPER L0006 WHITE N9720 FRAME N0001 BLACK	0
9943001	O	Bumper Painted Color A	0
9943050	S	Day Cab Standard Paint	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Order Comments

Total Weight

12,378

Prices and Specifications Subject to Change Without Notice.

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

Price Level: January 1, 2022
Deal: Bentonville Elec
Printed On: 6/29/2022 9:13:03 AM

100% Complete

Date: June 29, 2022
Quote Number: QUO-874253-T6F9Y2



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Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
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Agenda Item Form

Date of City Council Meeting	9/6/2022
Department	Electric
Submitted by	Travis Matlock
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
General Solar Presentation					

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



Shining a Light on Solar Power

Majority prepared by
C. Jason Carter
Attorney at Law

Overview

- What's the big deal about solar power?
- What is net metering and how does it work?
- What options are available to pursue solar power and net metering?

What's the Big Deal About Solar Power?



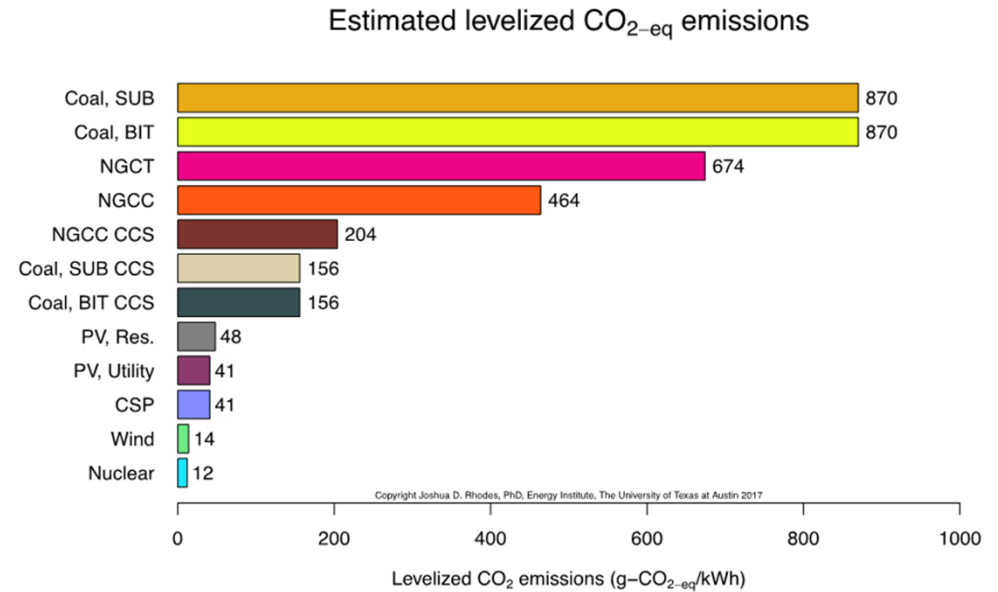
What's the big deal about solar power?

It's clean.

For more than two decades, people and businesses around the world have shown increasing concern about the effect of greenhouse gas emissions on the world climate.

In a 2019 Gallup Poll, a majority of respondents in every region of the United States expressed a “great deal” or “fair amount” of worry about global warming.

The Federal Energy Regulatory Commission has forecasted that renewable energy projects will more than double fossil fuel projects over the next two years.



Source: University of Texas Energy Institute

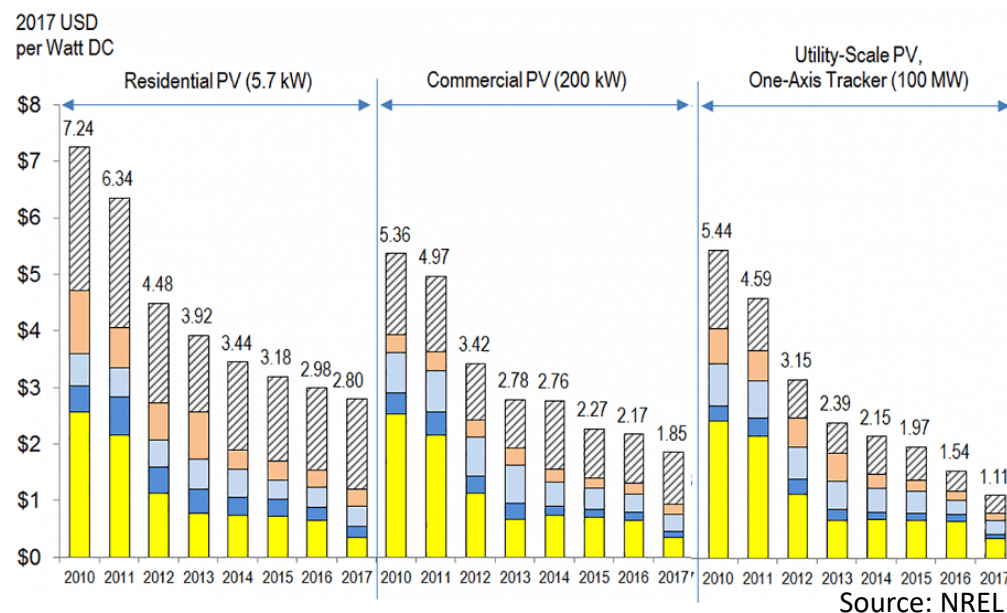
What's the big deal about solar power?

It's cheap.

For the past hundred years, it has been much less expensive to purchase electricity from a utility than to generate it yourself, even though utility generation has additional cost components.

TODAY, THAT HAS CHANGED.

- The cost to build solar power has declined rapidly.
- Federal tax benefits can further reduce the cost of solar power.
- **Arkansas net metering laws provide retail value for solar generation.**



What's the big deal about solar power?

It's ~~easy~~ easier.

- Anyone can generate their own electricity. The challenge is interconnecting a generator with an electric utility and operating it in parallel with the electric distribution system – so that electricity could easily flow in both directions. Electric utilities were not known for making this process easy.
- Today, net metering laws (A.C.A. 23-18-604(a) and 605(a)) require all electric utilities to interconnect compliant solar power facilities.

Contracting for solar power is flexible. Local governments are authorized to acquire solar power through:

- Traditional bidding
- Design-build
- Solar Service Agreements

What is Net Metering?

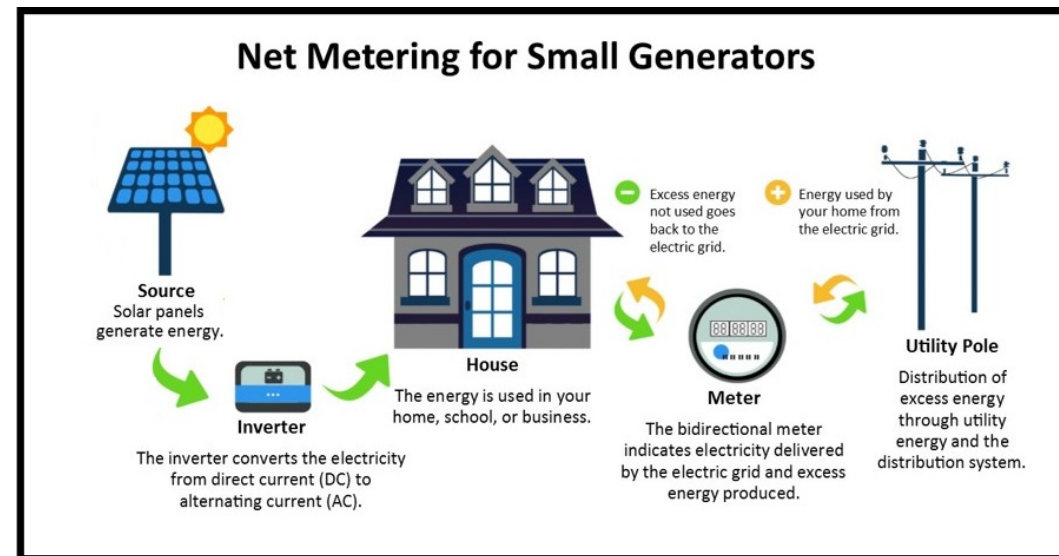


Background

- Act 1781 of 2001
 - The “Arkansas Renewable Energy Development Act” or “AREDA” created net metering in Arkansas.
 - Capacity limits: 25kW residential; 100kW nonresidential
 - Allowed special net-metering rates and charges, where warranted.
- Act 1026 of 2007
 - Increased nonresidential capacity limit to 300kW.
 - Required excess generation to be credited in the following month but expired after one year.
 - Defined “renewable energy credits” as property of the generation owner.
- Act 827 of 2015
 - Added language to avoid subsidization
 - Removed expiration of excess generation credits and added obligation to buy at avoided cost.
 - Added provision allowing capacity to exceed 300kW in certain circumstances
 - Authorized net meter customers to aggregate multiple meters for net billing.
- Act 464 of 2019
 - Increased nonresidential capacity limits to 1,000 kW – and potentially 20,000 kW
 - Added option to lock rate structures
 - Created separate structure for municipal electric providers

How it works

- “Net metering” means measuring the difference between the amount of electricity supplied by an electric utility to a customer and the amount of electricity generated by a customer and fed back to the electric utility.
- For governmental entities, a “net metering customer” means a customer of an electric utility that:
 - OWNS a net metering facility;
 - LEASES a net metering facility; or
 - PURCHASES power through a qualifying service contract with a net metering facility.



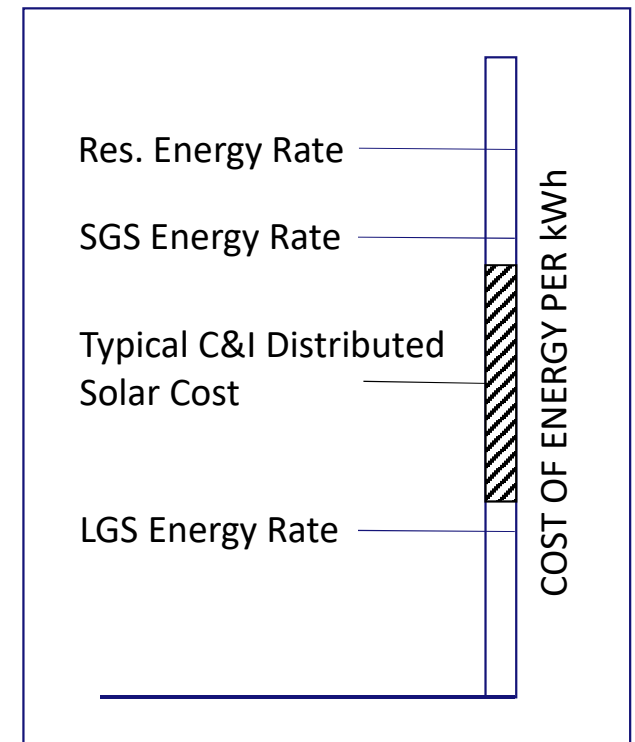
****These definitions are derived from Section 1 of Act 464.
The underlined words are changes from previous law.***

Net metering analysis – rates

- A typical government's electric bill for local has three components:
 - (1) **service or customer charge** = fixed monthly fee,
 - (2) **demand charge** = demand rate x peak energy consumption (kW), and
 - (3) **energy charge** = energy rate x amount of energy consumed (kWh)
- Net metering generation only “nets” against the energy charge
- Energy rates vary by utility and by classification of service
- A single customer may be served by more than one utility, each of which charges more than one rate to the customer
- To analyze the financial effect of net metering, electricity costs must be separated by utility, rate classification, and rate component.

IT IS IMPORTANT TO UNDERSTAND YOUR ENERGY RATES.

If it costs more to generate electricity than your energy rate, your overall cost for electricity will increase.



Net metering analysis – rates

Understand rate risk

- Electric rates may not continue to increase as they have in the past.
- Electric rates may be restructured by increasing service and demand charges and decreasing energy charges – which would reduce the value of net metering.
- Net metering rules may not allow full 1:1 credit for customer-owned generation
- Some states that adopted net metering laws have reversed course.
- Act 464 has a specific carve out for Municipalities.
- Fully expect the IOUs and CO-OPs to try and get the same ability as Munis to charge the avoided costs and not do the 1:1 credit.

Net metering analysis – capacity

The capacity of a net metering facility must be “intended primarily to offset part or all of the net-metering customer requirements for electricity.” A.C.A. § 23-18-603(8)(E).

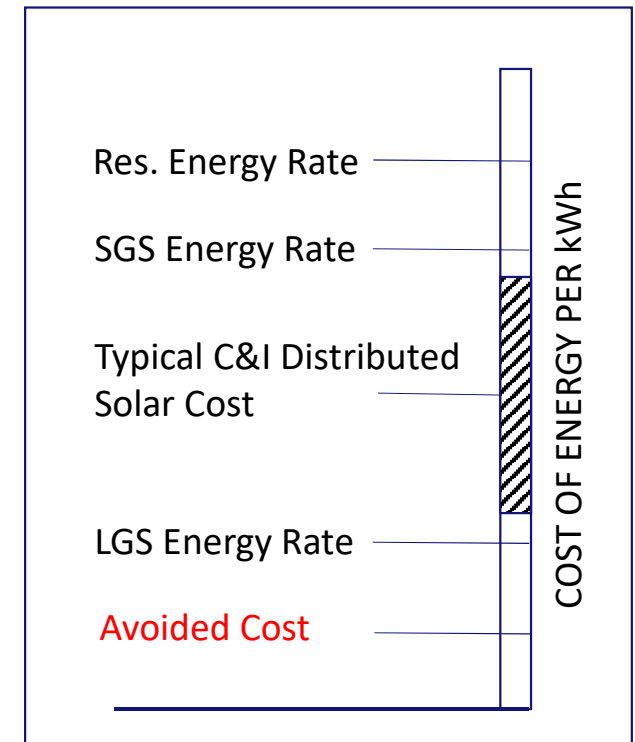
The capacity of a net metering facility may be as large as 1,000 kW without approval from the Arkansas Public Service commission. Capacity limits may be increased to:

- 5,000 kW if warranted by utility benefits and public policy.
- 20,000 kW if previous conditions are met and no unreasonable allocation of costs to other customers occurs.

IT IS IMPORTANT TO UNDERSTAND YOUR ENERGY USAGE TO PROPERLY SIZE A NET METERING FACILITY.

Electricity that is generated but not consumed may only be sold at avoided cost which is less than the value afforded by net metering.

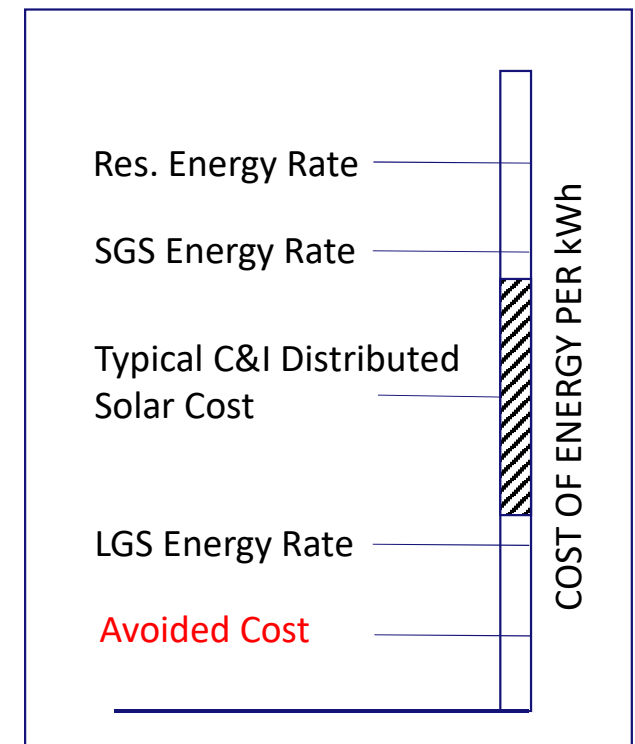
Remember that Bentonville is not subject to the APSC. Their rules may be used as guidance when establishing our ordinances.



Net metering analysis – capacity

Understand capacity risk

- The cost of solar power can be reduced by scale. Bigger equals cheaper cost per unit.
- Solar facilities are long term commitments. They should be planned so that usage > generation for 20 years or longer.
- **ENERGY EFFICIENCY.** As electricity is used more efficiently, less electric generation is needed. If solar capacity is determined prior to installing energy efficiency improvements, the facility may end up oversized and produce suboptimal value.
 - Before exploring solar power – explore energy efficiency
 - When sizing solar facility – account for future energy efficiency
- **GROWTH.** When anticipating an increase in electric requirements, there are less concerns about capacity risk. When anticipating a decrease in electric requirements, capacity risk can become significant.



Net metering analysis - siting

Because solar facilities are intended to endure for decades, siting decisions are very important.

- Meter aggregation allows the electricity that is generated at one location to be credited against electricity that is consumed at one or more other locations.
 - Authorized by A.C.A. § 23-18-604(c)
 - Creates significant flexibility in siting
 - Cannot cross utility boundaries
- For planning purposes, allocate six acres per 1,000 kW of capacity.
- The surrounding electric infrastructure will affect interconnection costs. Local government entities can collaborate on a solar project. However, no more than two governmental entities can co-locate on a single site under A.C.A. § 23-18-604(c)(2)(A)(ii)

Net metering analysis - siting

Understand siting risk

- The solar facility must comply with zoning and land use controls.
- Environmental concerns are less than traditional generators, but they do exist.
- Community visibility is often a key factor in siting a solar facility.
- A remote facility may have increased operation and maintenance costs.
- Locating a solar facility where energy is consumed may reduce demand charges.
- Consuming large areas of land with tax-exempt solar panels can reduce future property tax revenues.
- Is there a better long-term use for the land? Relocating a solar facility can be expensive.

Solar Power Options



Solar power options

Previously, local governments who wanted solar power had to build it and own it themselves through traditional contracting processes. Now, additional options are available, primarily due to Acts 464 and 612 of 2019:

- Design-build
- Lease
- Solar service agreements
- Proposed SEPO rate

However, Solar power options - Bentonville

Bentonville Power Purchase Contract with SWEPCO prohibits the options mentioned above:

- (Section 3.03) *Customer (Bentonville) agrees that Customer will not, directly or indirectly, engage in any activity to encourage, facilitate, help, aid or assist the construction or installation of a Qualifying Facility except as otherwise required by applicable law, and shall not itself install, purchase or operate a Qualifying Facility during the Term of this Agreement (2032).*

Bentonville Options

Bentonville is allowed to place a solar installation behind the meter, just a like a Bentonville residential/non-residential facility.

Just like a customer of Bentonville, all the same procedures/inspections would be followed and the same type of meter would be installed on the facility chosen.

Bentonville Options, cont.

However, because the various City buildings do not pay individual electric bills, the immediate savings are not easily quantifiable. It would reduce the amount of non-revenue generating electric use, thereby reducing the amount of kWh Bentonville purchases from SWEPCO. This would result in a lower Power Cost Adjustment, but would not result in lower rates until a Rate Study was completed to study the effects of the solar installations.