City of Bentonville
Bentonville Utility Board Meeting
Tuesday, March 5th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: February 20th, 2024

New Business

1. Resolution/Bid Award – Secondary Wire – Travis Matlock, PE (pages 2-4)
2. Resolution – Backyard Machine – Travis Matlock, PE (pages 5-6)
3. Resolution/Bid Award – Warehouse Paving – Travis Matlock, PE (pages 7-16)
4. Resolution/Bid Award – Compost Grinding – Chris Earl (pages 17-72)
5. Adjournment

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/12/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to award IFB-24-17 for Electric Wire
Action Recommendation & Justification:	Award Bid for secondary wire of various size to the low bidder of each size.
Additional Comments for Consideration (Optional):	Lowest bidders on electric wire: American Wire Group in the amount of $15,060.00 Arkansas Electric in the amount of $29,217.60 Stuart Irby Company in the amount of $830.00
Amount for Approval:	$ 45,107.60

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:___________________________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) [ ] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s):____________________________

Budget Impact Notes for Consideration (Optional):

FORMAL WIRE BID

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	UNIT COST AWG	UNIT COST AECI	UNIT COST IRBY	UNIT COST WINELECTRIC	
1	1,000	FT	2173	WIRE 350 QUADRAPLEX-U/G SLIPPERYROCK (1000' REEL) *PHASES MUST BE MARKED)	$4.86	$4.98		$6.32	**$4,860.00**
2	6,080	FT	2177	WIRE 4/0 ACSR PENGUIN-RL 1 REEL 885# = 3,040'	$0.76	$0.72		$0.81	
3	12,000	FT	2183	WIRE 4/0 TRI-U/G SWEETBRIAR 4/0-4/0-2/0 (1000' PER REEL) *PHASES MUST BE MARKED	$2.27	$2.07		$2.71	
4	2,000	FT	2131	WIRE #4 DUPLEX TERRIER 500' COILS	$0.24	$0.59		$0.45	**$480.00**
5	4,000	FT	2138	WIRE #4 TRI-U/G VASSAR/XL (1000' REEL) *PHASES MUIST BE MARKED	$0.67	$0.92		$1.10	**$2,680.00**
6	1,000	FT	2140	WIRE #6 SOLID CU 110 MIL JACKET 5KV (250'/REEL)		$1.11	$0.83		
7	16,000	FT	2143	WIRE #6 U/G DUPL CLAFLIN ON WOODEN SPOOLS (DIAMETER OF STAGE IN REEL MUST BE 2.5") 1000'PER REEL	$0.44	$0.55		$0.67	**$7,040.00**
									$15,060.00

FORMAL WIRE BID

$4,377.60				
$24,840.00				
	$830.00			
$29,217.60	$830.00	$45,107.60		

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/12/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

- ☐ Informational
- ☐ Bid Award
- ☑ Enter into an Agreement
- ☐ Change Order
- ☐ Recognizing Funds
- ☐ Budget Adjustment
- ☐ Waiver of Bid
- ☐ Emergency Clause

- ☐ Ordinance
- ☑ Resolution
- ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to purchase a backyard machine through Sourcewell for $234,696.99.
Action Recommendation & Justification:	BEUD would like to purchase a backyard machine from Global Rental Co., Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 062320-ALT, for $234,696.99. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 062320-ALT, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a 2024 budgeted item.
Additional Comments for Consideration (Optional):	This is for replacement of BEUD's backyard machine originally purchased in 2008.
Amount for Approval:	$ 234,696.99

Budget Impact

Is this Item Budgeted? ☑ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:____________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):____________________

Budget Impact Notes for Consideration (Optional):

Global
Global Rental Co., Inc.

Quote Number: 29202401
Opportunity Number:
Sourcewell Contract #: 062320-ALT
Date: 2/9/2024

Quoted for: Bentonville Electric Department
Quoted by: Hunter LaBudde
Phone: / Email: (501) 743-2089 / hunter.labudde@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
DB37 With Trailer, 2022		$209,362.86	$215,838.00	3%
(A.)	Sourcewell Options On Contract			
1				
2				
3				
	SOURCEWELL OPTIONS TOTAL:	$209,362.86	$215,838.00	3%

(A.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT	Unit to be Altec DB41B in lieu of DB37	$4,439.00
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2023 model year in lieu of 2022	$12,916.00
8	OTHER	18" Dragon Tooth Rock Auger	$2,602.00
9		12 Bolt Locking Dog (20170)	$1,326.34
10		7 (5/8)" Bolt Kelly Adapter (20140)	$1,100.49
11		7' Drive End Wrench (20190)	$955.10
12		Shipping	$533.46
13		Tax for add-ons	$651.74
		OPEN MARKET OPTIONS TOTAL:	$24,524.13

SUB-TOTAL FOR UNIT/BODY/CHASSIS: $233,886.99
Delivery to Customer: $810.00
TOTAL FOR UNIT/BODY/CHASSIS: $234,696.99

(C.) **ADDITIONAL ITEMS** (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.
All items listed subject to availability, quote provided at time of request detailing options
Delivery is $3.00 / mile
Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this
Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)
PAINT COLOR: White to match chassis, unless otherwise specified
TO ORDER: To order, please contact the Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: No later than _____ days ARO, FOB Customer Location
TERMS: Net 10 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/12/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] Bid Award
- [ ] Enter into an Agreement
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- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution to award bid IFB 24-12 to Ground Zero Construction for $228,117.00.
Action Recommendation & Justification:	The City of Bentonville recommends awarding IFB 24-12 for the Warehouse Paving to Ground Zero Construction for $228,117.00. This is a 2024 budgeted item.
Additional Comments for Consideration (Optional):	See attached bid tabulation.
Amount for Approval:	$ 228,117.00

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:________________________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) [ ] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s):________________________________

Budget Impact Notes for Consideration (Optional):

IFB-24-12 WAREHOUSE LAYDOWN AREA				Benchmark Construction		Verzani Construction LLC		Ground Zero Construction, Inc.		Emery Sapp & Sons		Steve Beam Construction, Inc.	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization (Not to Exceed 5% of Total Bid)	LS	1	$10,080.00	$10,080.00	$11,000.00	$11,000.00	$10,862.00	$10,862.00	$11,000.00	$11,000.00	$13,000.00	$13,000.00
2	Site Preparation	LS	1	$4,840.00	$4,840.00	$3,000.00	$3,000.00	$15,000.00	$15,000.00	$22,720.00	$22,720.00	$32,000.00	$32,000.00
3	Unclassified Excavation	CY	430	$27.81	$11,958.30	$30.00	$12,900.00	$34.00	$14,620.00	$66.30	$28,509.00	$40.00	$17,200.00
4	Undercut and Backfill (w/ Select Material)	CY	450	$67.00	$30,150.00	$60.00	$27,000.00	$37.00	$16,650.00	$93.20	$41,940.00	$40.00	$18,000.00
5	Class 7 Crush Stone Base (4")	SY	1355	$12.10	$16,395.50	$6.00	$8,130.00	$12.00	$16,260.00	$8.50	$11,517.50	$15.00	$20,325.00
6	P. C. Concrete Paving (7.5")	SY	1355	$103.16	$139,781.80	$125.00	$169,375.00	$95.00	$128,725.00	$89.90	$121,814.50	$108.00	$146,340.00
7	Concrete Retaining Wall	LF	15	$400.00	$6,000.00	$400.00	$6,000.00	$400.00	$6,000.00	$339.40	$5,091.00	$451.00	$6,765.00
8	Engineers Allowance	LS	1	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00
	TOTAL BID PRICE				**$239,205.60**		**$257,405.00**		**$228,117.00**		**$262,592.00**		**$273,630.00**

February 27, 2024

City of Bentonville
Mr. Travis Matlock
3200 SW Municipal Drive
Bentonville, AR 72712

Re: ***Bentonville Municipal Complex***
Warehouse Laydown Area (IFB 24-12)
Engineer's Recommendation

Mr. Matlock

Halff has reviewed all bids received for the above referenced project and recommend selecting and proceeding with Ground Zero Construction, Inc (GZC). GZC is both qualified and provided low bid for this project.

If you have questions or need additional information, you may reach out to John Wary or myself at (479) 273-2209.

Sincerely,
HALFF Associates, Inc.

Patrick Foy, PE
Land Development Team Lead

Bid Date: 02/22/2024

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Ground Zero Construction, Inc.

PO Box 830, Siloam Springs, AR 72761

(Here insert full name and address or legal title of Contractor)

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

(Here insert full name and address or legal title of Surety)

9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967

a corporation duly organized under the laws of the State of Illinois
as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Bentonville

(Here insert full name and address or legal title of Owner)

305 SW A Street,Bentonville, AR 72712

as Obligee, hereinafter called the Obligee, in the sum of Three hundred twenty five thousand and no/100

Dollars ($325,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name and address and description of project)

Bentonville Municipal Complex – Warehouse Laydown Area IFB 24-12

along SW28th Street
Bentonville, AR 72712

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

Signed and sealed this 22nd day of February, 2024.

Ground Zero Construction, Inc.
(Principal) *(Seal)*

RLI Insurance Company
(Surety) *(Seal)*

Steven W. Hutchins
Attorney in Fact

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mike Luttrell, Todd Easterling, Steve Hutchins, jointly or severally

in the City of Springdale, State of Arkansas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 5th day of December, 2023.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Eric Raudins
Eric Raudins Sr. Vice President

State of Illinois
} SS
County of Peoria

On this 5th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jill A. Scott
Jill A. Scott Notary Public

NOTARY PUBLIC STATE OF OHIO
JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22nd day of February, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D. Fick Corporate Secretary

03F4200020212

A0058D19

BID PROPOSAL

PROJECT IDENTIFICATION:

Bentonville Municipal Complex – Warehouse Laydown Area
City of Bentonville, Arkansas
IFB 24-12

THIS BID IS SUBMITTED TO:

City of Bentonville, Arkansas
Bentonville Purchasing Office
2nd Floor, Room A239,
1000 SW 14th Street
Bentonville, Arkansas 72712

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda:

Addendum No	Addendum Date
____________________	____________________
____________________	____________________

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all:

(1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and

(2) Reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any other examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any association, organization or corporation; Bidder has not directly or indirectly induced or solicited any Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other or over OWNER.

5.01.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization (Not to Exceed 5% of Total Bid)	LS	1	10,862.00	10,862.00
2	Site Preparation	LS	1	15,000.00	15,000
3	Unclassified Excavation	CY	430	34.00	14,620.00
4	Undercut and Backfill (w/ Select Material)	CY	450	37.00	16,650.00
5	Class 7 Crush Stone Base (4")	SY	1,355	12.00	16,260.00
6	P. C. Concrete Paving (7.5")	SY	1,355	95.00	128,725.00
7	Concrete Retaining Wall	LF	15	400.00	6,000.00
8	Engineers Allowance	LS	1	$ 20,000.00	$ 20,000.00
				Total Bid =	228,117.00

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

SUBMITTED on February 22, 2024.

State Contractor License No. AR 0148370524.

Corporation Name: Ground Zero Construction, Inc
(SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability):
Corporation

By: ____________________ 2/22/24
Signature *Date*

Name (typed or printed): Rod Garman

Title: President

Attest: ______________________________
(Signature of Corporate Secretary)

Business address: P.O. Box 830
Siloam Springs, AR 72761

Phone No.: 918-422-5354 FAX No.: 918-422-8965

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	3/12/2024	**Submitted By:**	Chris Earl
Phone:	479-696-0273	**For Department(s):**	Water Resource Recovery Facility
Email:	cearl@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [ ] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause
- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Award Bid IFB-24-05
Action Recommendation & Justification:	Approval of a Resolution to award bid IFB-24-05 to Hansen's Tree Service in the amount of $650.00/hour for green waste grinding at the Compost Facility. The contract term will be for (3) years, renewable annually thereafter in one year increments for a maximum term of five years.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 100,000.00

Budget Impact

Is this Item Budgeted? [x] YES [ ] NO [ ] ITEM HAS NO COST [ ] OTHER:____________________

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) [ ] General Fund [ ] Utility Fund [ ] Street Fund [ ] Other(s):____________________

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/7/24	Time of Bid Opening:	3:00 PM	Solicitation ID Number:	IFB-24-05

Solicitation Title: On-Site Waste Grinding Services

		Bidders:	Hansen's Tree Service	Smithey Environmental Services, LLC
Line Item	Estimated Quantity	Description	Unit Price	Unit Price
1	1 Hour	On Site Waste Grinding Services, As Specified.	$650.00	$700.00
		Total Bid Price	$650.00	$700.00

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

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

FOR PUBLICATION

PUBLICATION DATES: JANUARY 14, 2024

NOTICE TO BIDDERS
ON-SITE WASTE GRINDING SERVICES
Invitation For Bid (IFB)-24-05

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, experienced, and equipped companies or individuals to provide On Site Yard Waste Grinding Services, on an as needed basis, for the Compost Facility. The awarded contract term will be for three (3) years, renewable annually upon mutual written agreement for a maximum total of five (5) years. The On-Site Grinding Service company must provide qualified operators and proper equipment capable of grinding a minimum of 40 (forty) tons per hour.

The City reserves the right to cancel this request at any time in accordance with the City's best interest, 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 encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements, projects, and purchases. 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.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from visiting 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'. 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. 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-24-05 held at 3:00 PM CST on Wednesday, February 7, 2024; 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 Submissions, 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.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is February 1, 2024, at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Bidding Documents that do not result in a change or Addendum (see Bidding Documents for additional information).

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: LEGAL

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-24-05	**Date of Issuance:**	JANUARY 14, 2024
Description:	ON-SITE WASTE GRINDING SERVICES		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Purchasing Department (Buyer):	ANDREA TREVISAN		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**February 7, 2024 AT 3:00 PM CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2nd Floor – Room A239 1000 SW 14th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor – IFB-24-05** 1000 SW 14th Street. Bentonville, AR 72712
Bid Submission Requirements:	All Bids must be received by the Purchasing Office prior to the date and time listed herein for the Bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their Bid submission correctly and to the designated location prior to the Bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	February 1, 2024– 4:30 PM CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS
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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: Hansen's Tree Service **Phone Number:** 636-379-1830

Business Address (Full Street/City/State/Zip): 104 Hansen Ct. O'Fallon, MO. 63366

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

Name of Contact Person: Ken Byrne **Email:** ken@hansenstree.com

Signature of Authorized Person: KByrne **Date:** 1-30-2024

Printed or Typed Name: Ken Byrne. **Title:** VP

Arkansas Contractor's License Number: ____________ (REQUIRED)

Sales or Use Tax ID Number: 431510925

Bid Bond Included: ___ **Yes** X **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 for the On-Site Yard Waste Grinding Services for the City of Bentonville Compost Facility. The awarded contract term will be for three (3) years, renewable annually upon mutual written agreement in one (1) year increments for a total maximum term of five (5) years.

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 Non-Collusion Affidavit (requires notary), Vendor Disclosure, and Bidder Qualifications.
- Proof that Bidder maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.

3. APPENDIXES

- **APPENDIX A: NON-COLLUSION AFFIDAVIT** (REQUIRED RESPONSE DOCUMENT)
- **APPENDIX B: BIDDER QUALIFICATIONS** (REQUIRED RESPONSE DOCUMENT)
- **APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE** (REQUIRED RESPONSE DOCUMENT)
- **APPENDIX D: 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

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.

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 _X_Bid Bond Not Required for this Solicitation

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

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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 _X_Performance and Payment Bond Not Required for this Solicitation

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

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.

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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, unless the response pertains to items in the Bidding Documents that do not result in a change or Addendum, such as, but not limited to: Bid Bond requirements, Bid Opening location, Bid Opening Date and Time, location of documents, Plan Holders/Known Document Holders Lists, issued addenda requests, etc. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

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

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

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

The awarded Bidder shall include IFB-24-05 on all invoices submitted pertaining to work performed for this contract.

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

_X__Invoice upon 100% completion of each grinding service (As approved by the City)

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.

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

All invoices must reflect City of Bentonville, Arkansas Sales Tax, and any other applicable tax, as required or as applicable (this may include showing the tax calculation or including a statement that Bentonville, AR sales tax is included). Required correction in invoices may result in delayed payment. The awarded Bidder is encouraged to contact the City's Accounts Payable Department (via the above email) with any advanced questions regarding invoicing and invoicing requirements prior to submitting their first invoice.

16. BIDDER REQUESTED PAYMENT TERMS

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

✓ NET 30 Days from Invoice Submission ___NET 60 Days from Invoice Submission __Other (Specify Below)

____

____

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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 for three (3) years, renewable annually upon mutual written agreement in one (1) year increments for a maximum total term of five (5) years. Services will be performed on an "as needed" basis, via request for service from the City. Bidders shall note that the Contract Term is separate from the required days to complete work.

19. SUBCONTRACTORS

The awarded Bidder is not permitted to subcontract any part of the services described herein at any time.

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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified.

The work shall include all specifications listed below and in Appendix D.

The City of Bentonville, Arkansas is soliciting bids for On Site Yard Waste Grinding Services for the City of Bentonville Compost Facility. The On-Site Grinding Service must provide equipment and service, as specified in this IFB document.

Compost personnel will use a wheel loader and dump truck to remove the processed material from the grinding area during the grinding session.

All work shall be performed and material supplied in accordance with this IFB.

2. DELIVERY

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

Estimated Award Date (not guaranteed, subject to change): __________February 27, 2024___________

Delivery/Work-Site Location: ______2000 NW A St, Bentonville, AR 72712________

*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 and Completion**

City's Specification:

Work Beginning: The City requests that work begin 30 days from Notice to Proceed.

Grinding Session Work Completion: The City requests that work shall be completed within fourteen (14) calendar days of beginning service for that session.

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

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

Work Beginning: Work will begin within 10 day(s) from Notice to Proceed.

Grinding Session Work Completion: 100% completion of each grinding session will be reached within 14 calendar day(s) from work beginning.

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

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.	KB
Proof of insurance, or the ability to acquire, as defined herein.	KB
APPENDIX A: NON-COLLUSION AFFIDAVIT (Completed and Notarized)	KB
APPENDIX B: BIDDER QUALIFICATIONS (Completed)	KB
APPENDIX C: CONTRACTOR/VENDOR DISCLOSURE (Completed)	KB
APPENDIX D: SPECIFICATIONS (Completed)	KB
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. **ADDENDUM NUMBER** **DATE OF ISSUANCE**	N/A

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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 product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

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

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 is to be submitted as an hourly rate based on time spent processing (grinding) the stored yard waste as determined by the hour meter on the grinding unit. 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.

There is no guarantee of minimum quantities of work to be performed; services will be performed as needed by the City throughout the contract term.

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

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

BID FORM

Line Item	Estimated Quantity	Description	Unit Price (Rounded to the nearest cent)
1	1 Hour	On Site Waste Grinding Services, As Specified.	$ 650.00 /hour
TOTAL BID PRICE (Stated in words) Used for bid comparison purposes only.		Sixhundred Fifty dollars and NO cents	
TOTAL BID PRICE (Stated in figures) Used for bid comparison purposes only.		$ 650.00	

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: Hansen's Tree Service By (Authorized Person's Signature): K Byrne

Printed Name and Title: Ken Byrne VP

Date: 1-30-2024

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

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

Arkansas State Contractor's License Number: ______

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 responsible and responsive Bidder as determined by the City through the Bid evaluation process.

    No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without 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

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

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

NON-COLLUSION AFFIDAVIT

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

State of Missouri

County of St. Charles

I Ken Byrne (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

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

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

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

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

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

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

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

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: KByrne

Title (of Authorized Representative/Agent): VP

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 30 **day of** January, 2024

Notary Public Signature: Brooke Davis **My commission expires:** 12-9-2026

Seal:

BROOKE DAVIS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: Dec. 09, 2026
Commission #14120695

APPENDIX B

BIDDER QUALIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

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

BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

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

The City reserves the right to contact companies for whom the Bidder has performed work for, and to use any information gained from contacting those companies in the evaluation of Bidder's qualifications to complete the Scope of Work. The City may use the information contained in this Form or gathered through the City's own investigation, or via other information included in Bidder's Submission, to contact companies and/or references.

General Information:

Company Bidding:	Hansen's Tree Service	Contact Person (Name):	Ken Byrne
Contact Person (Phone):	314-380-0579	Contact Person (Email):	Ken@hansenstree.com
Company Address:	104 Hansen Ct O'Fallon, mo. 63366		

Primary Business Activity Description:

Residential & Commercial Tree Service
Land clearing and on site Grinding Services.
mulch, compost, & Soil Sales.

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

☐ Arkansas Contractors License ☐ Other (List all applicable)

____
____
____

Arkansas Contractors License Number:______________________ **Expiration Date:**____________________

Average Number of Employees Per Year – Last 3 Years:

Year: 2021	Year: 2022	Year: 2023
# of Employees: 100	# of Employees: 100	# of Employees: 100

Annual Dollar Volume Per Year – Last 3 Years:

Year: 2021	Year: 2022	Year: 2023
$ 15,000,000	$ 16,000,000	$ 17,000,000

(Form continues on following page)

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

Largest Contract Currently in Progress:

Title/Description: City of Columbia MO.
Customer/Owner: City of Columbia
Contact Name: Travis Phone: 573-808 6468 Email: ?
Dollar Value of Contract: $ 120,000 per year
Scheduled Completion: Just Renewed 3year contract

Current Major Contracts in Progress:

1.

Project Description:	City of Ladue		
Project Title:	Yardwaste Grinding	Size (Dollar Value):	$80,000 per year
Customer Contact (Name):	Scott Bollinger	Phone Number:	314-737-1422
Customer Email:	SBollinger@city ofLadue-mo.gov	Estimated Completion Date:	3 year Contract

2.

Project Description:	City of Clayton mo		
Project Title:	Leaf Hauling	Size (Dollar Value):	$50,000 per year
Customer Contact (Name):	mike Leady	Phone Number:	314-290-8550
Customer Email:	mLeady@Clayton-mo.com	Estimated Completion Date:	2years

3.

Project Description:	Boeing StL Expansion		
Project Title:	Boeing StL Expansion	Size (Dollar Value):	$191,000
Customer Contact (Name):	KolbGrading Adam	Phone Number:	
Customer Email:	a.Jenkins@KolbGrading.com	Estimated Completion Date:	Feb 1st 2024

Are there any judgements, claims or suits pending or outstanding against your company?: ☐ Yes ☒ No
If yes, attach details.

Has the Company now or ever been involved in any bankruptcy or reorganization?: ☐ Yes ☒ No
If yes, attach details.

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

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

Has the Company had a work related fatality in the last three years? : ☒ **Yes** ☐ **No** *If yes, attach details.*
Has the Company been suspended or debarred from doing business with any governmental entity within the last three years? ☐ **Yes** ☒ **No**
If yes, attach details.

Does the Company have an active Equal Opportunity Employment Policy? ☒ **Yes** ☐ **No**

Does the Company certify that it does not and will not operate any segregated facilities, in accordance with the Equal Opportunity Clause required by Executive Order 12246 of September 24, 1955. ☒ **Yes** ☐ **No**

Is the Company a Minority or Disadvantaged Business Entity? ☐ **Yes** ☒ **No** *If yes, attach details.*

Prior Similar Experience References:
Bidders shall use the spaces below to provide at least three references for whom the Bidder has completed the same or similar Scope of Work for, as stated in the Bidding Documents, within the last five years.

1.

Customer/Location:	City of Columbia mo	Size (Dollar Value):	$120,000 per year
Type of Work:	Grind For City		
Customer Contact (Name):	Travis	Phone Number:	573-808-6488
Completion Date:	On Going		
Description of Work	City yard waste Grinding		

2.

Customer/Location:	City of Fulton	Size (Dollar Value):	$10,000 per year
Type of Work:	City Grinding		
Customer Contact (Name):	Wendy Powers	Phone Number:	573-592-3176
Completion Date:	1 time per year		
Description of Work	City yard waste Grinding		

3.

Customer/Location:	City of Ladue	Size (Dollar Value):	$100,000 per year
Type of Work:	Grinding & Hauling		
Customer Contact (Name):	Scott Bollinger	Phone Number:	314-737-1422
Completion Date:	3 year contract		
Description of Work	yardwaste Grinding & Leaf Hauling		

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

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

[End of Bidder Qualification Response]

APPENDIX C

CONTRACTOR/VENDOR DISCLOSURE

(REQUIRED RESPONSE DOCUMENT)

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

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Hansen's Tree Service

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.**

RKB Initials

APPENDIX D

SPECIFICATIONS

(REQUIRED RESPONSE DOCUMENT)

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

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.
- **REQUIRED RESPONSE FIELDS:** Where indicated in Specification Descriptions as a Required Response Field, Bidders shall provide the requested information (such as describing a type of flooring or color of the proposed item).

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.

Definitions:

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.	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.	X	
6.	The awarded Bidder shall coordinate progress meetings with the City's designated contact(s) to review progress and details while services are being performed.	X	
7.	The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein.	X	

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
8.	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. GRINDING UNIT SPECIFICATIONS		
9.	The grinding machine shall be capable of grinding yard waste up to 36" (thirty-six inches) in diameter and 10' (ten feet) in length.	X	
10.	The grinding machine shall have a minimum throughput of forty (40) tons per hour.	X	
11.	The grinding machine shall have mechanical means of separating ferrous metals from the waste stream.	X	
12.	The grinding machine shall be mobile and have the capability of being repositioned as needed.	X	
13.	No metal tracked vehicles will be permitted on the facility's asphalt storage pad.	X	
	3. OPERATIONS SPECIFICATIONS		
14.	Grinding shall be performed Monday through Saturday between the hours of 7:00 A.M to 7:00 P.M.	X	
15.	The awarded bidder shall provide operator(s) for the grinding unit.	X	
16.	The awarded bidder shall be responsible for fueling, maintenance and repair of the grinding machine during the grinding session.	X	
17.	The City shall not be responsible for any damages resulting from the awarded bidder's performance of the services described herein.	X	
18.	All equipment used by the grinding service shall be kept in good repair to minimize all fluid leaks and to ensure a safe working environment.	X	
19.	The awarded bidder shall operate within the guidelines of the Compost Facility's Stormwater Pollution Prevention Plan, available upon request.	X	

SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
20.	The awarded bidder shall employ and provide all reasonable safety measures, precautions, procedures and equipment necessary to provide and ensure a safe work environment.	X	
21.	Each grinding session shall be completed within fourteen (14) calendar days of beginning service for that session.	X	
22.	If equipment malfunctions are encountered, repairs to the equipment shall be made, or another unit must be provided in order to complete the grinding session within the fourteen (14) day time frame.	X	
23.	Grinding equipment shall not be stored at the Compost Facility beyond two (2) days prior or two (2) days after each grinding session.	X	

[End of IFB-24-05 Bid Packet]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2023

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

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

PRODUCER
Alliant Insurance Services, Inc.
2000 West Loop South Ste 2150
Houston TX 77027
License#: 0C36861

CONTACT NAME: Samuel McEwen
PHONE (A/C, No, Ext): 417-220-8861 FAX (A/C, No):
E-MAIL ADDRESS: sam.mcewen@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Interstate Insurance	31895
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED HANSTRE-01
Hansen's Tree, Lawn and Landscaping Services, Inc
104 Hansen Ct
O' Fallon MO 63366

COVERAGES **CERTIFICATE NUMBER:** 950507405 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCMO3209642023	9/1/2023	9/1/2024	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Bentonville
117 West Central
Bentonville AR 72712

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2023

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

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

PRODUCER Webb Insurance 571 Jefferson Street St. Charles MO 63301	CONTACT NAME: Scott Taylor PHONE (A/C, No, Ext): 636-946-0001 FAX (A/C, No): (636) 946-4782 E-MAIL ADDRESS: staylor@webbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : WEST BEND MUTUAL INS CO	15350
INSURER B : Auto Owners Insurance Company	18988
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hansen's Tree, Lawn & Landscaping Services, Inc
104 Hansen Court
O Fallon, MO 63366

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO-JECT LOC OTHER:			A503219	09/01/2023	09/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			A503219	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	✓ UMBRELLA LIAB ✓ OCCUR EXCESS LIAB CLAIMS-MADE DED ✓ RETENTION $ 0			A503219	09/01/2023	09/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Inland Marine - Contractor's Equipme Leased and Rented			75992678	09/01/2023	09/01/2024		$300,000

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

CERTIFICATE HOLDER	CANCELLATION
City of Bentonville 117 W Central Bentonville, AR 72712	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE A. Scott Taylor

U.S. Department of Labor Occupational Safety and Health Administration
1222 Spruce Street
Room 9.104
Saint Louis, MO 63103

09/27/2022

Hansen's Environmental Wood Resources, dba Hansen's Tree, Lawn and Landscaping Services, INC
and its successors
104 Hansen Court
O Fallon, MO 63366

Dear Employer:

Enclosed you will find citations for violations of the Occupational Safety and Health Act of 1970 (the Act) which may have accompanying proposed penalties. Also enclosed is a booklet entitled, "Employer Rights and Responsibilities Following an OSHA Inspection", (OSHA 3000-04R) revised 2018, which explains your rights and responsibilities under the Act. If you have any questions about the enclosed citations and penalties, I would welcome further discussions in person or by telephone. Please contact me at (314) 425-4249.

You will note on page 6 of the booklet that, for violations which you do not contest, you must (1) notify this office promptly by letter that you have taken appropriate corrective action within the time set forth on the citation; and (2) pay any penalties assessed. Please inform me of the abatement steps you have taken and of their dates together with adequate supporting documentation; e.g., drawings or photographs of corrected conditions, purchase/work orders related to abatement actions, air sampling results. This information will allow us to close the case.

As indicated on page 3 of the booklet, you may request an informal conference with me during the 15-working-day notice of contest period. During such an informal conference you may present any evidence or views which you believe would support an adjustment to the citation or the penalty.

If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the Area Director within 15 working days of your receipt of the citation. The running of this contest period is not interrupted by an informal conference.

If you decide to request an informal conference, please complete the attached notice at the bottom of this letter and post it next to the Citations as soon as the time, date and the place of the informal conference have been determined. Be sure to bring to the conference with you any and all supporting documentation of existing conditions as well as of any abatement steps taken thus far. If conditions warrant, we can enter into an informal settlement agreement which amicably resolves this matter without litigation or contest.

You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of Electronic Freedom of Information Act. The information related to these alleged violations will be posted when our system indicates that you have received this citation. You are encouraged to review the information concerning your establishment at www.osha.gov. If you have any dispute with the accuracy of the information displayed, please contact this office.

Sincerely,

David A. Keim

William McDonald CSP
For Area Director

Enclosures

U.S. Department of Labor
Occupational Safety and Health Administration
1222 Spruce Street
Room 9.104
Saint Louis, MO 63103

Citation and Notification of Penalty

To:
Hansen's Environmental Wood Resources, dba
Hansen's Tree, Lawn and Landscaping Services, INC
and its successors
104 Hansen Court
O Fallon, MO 63366

Inspection Site:
1776 Cecos Lane
Arnold, MO 63010

Inspection Number: 1589297
Inspection Date(s): 04/12/2022 - 04/12/2022
Issuance Date: 09/27/2022
Reply to the Attention: Strategic Team Leader

The violation(s) described in this Citation and Notification of Penalty is (are) alleged to have occurred on or about the day(s) the inspection was made unless otherwise indicated within the description given below.

This Citation and Notification of Penalty (this Citation) describes violations of the Occupational Safety and Health Act of 1970. The penalty(ies) listed herein is (are) based on these violations. You must abate the violations referred to in this Citation by the dates listed and pay the penalties proposed, unless within 15 working days (excluding weekends and Federal holidays) from your receipt of this Citation and Notification of Penalty **you either call to schedule an informal conference (see paragraph below) or** you mail a notice of contest to the U.S. Department of Labor Area Office at the address shown above. Please refer to the enclosed booklet (OSHA 3000) which outlines your rights and responsibilities and which should be read in conjunction with this form. Issuance of this Citation does not constitute a finding that a violation of the Act has occurred unless there is a failure to contest as provided for in the Act or, if contested, unless this Citation is affirmed by the Review Commission or a court.

Posting - The law requires that a copy of this Citation and Notification of Penalty be posted immediately in a prominent place at or near the location of the violation(s) cited herein, or, if it is not practicable because of the nature of the employer's operations, where it will be readily observable by all affected employees. This Citation must remain posted until the violation(s) cited herein has (have) been abated, or for 3 working days (excluding weekends and Federal holidays), whichever is longer.

Informal Conference - An informal conference is not required. However, if you wish to have such a conference you may request one with the Area Director during the 15 working day contest period by calling (314) 425-4249. During such an informal conference, you may present any evidence or views which you believe would support an adjustment to the citation(s) and/or penalty(ies).

If you are considering a request for an informal conference to discuss any issues related to this Citation and Notification of Penalty, you must take care to schedule it early enough to allow time to contest after the informal conference, should you decide to do so. Please keep in mind that a written letter of intent to contest must be submitted to the Area Director within 15 working days of your receipt of this Citation. The running of this contest period is not interrupted by an informal conference.

If you decide to request an informal conference, please complete, remove and post the Notice to Employees next to this Citation and Notification of Penalty as soon as the time, date, and place of the informal conference have been determined. Be sure to bring to the conference any and all supporting documentation of existing conditions as well as any abatement steps taken thus far. If conditions warrant, we can enter into an informal settlement agreement which amicably resolves this matter without litigation or contest.

Right to Contest – You have the right to contest this Citation and Notification of Penalty. You may contest all citation items or only individual items. You may also contest proposed penalties and/or abatement dates without contesting the underlying violations. **Unless you inform the Area Director in writing that you intend to contest the citation(s) and/or proposed penalty(ies) within 15 working days after receipt, the citation(s) and the proposed penalty(ies) will become a final order of the Occupational Safety and Health Review Commission and may not be reviewed by any court or agency.**

Penalty Payment – Penalties are due within 15 working days of receipt of this notification unless contested. (See the enclosed booklet and the additional information provided related to the Debt Collection Act of 1982.) Make your check or money order payable to "DOL-OSHA". Please indicate the Inspection Number on the remittance. You can also make your payment electronically at www.pay.gov. At the top of the pay.gov homepage, type "**OSHA**" in the Search field and select Search. From **OSHA Penalty Payment Form** search result, select Continue. The direct link is:

https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=53090334

You will be required to enter your inspection number when making the payment. Payments can be made by credit card or Automated Clearing House (ACH) using your banking information. Payments of $25,000 or more require a Transaction ID, and also must be paid using ACH. If you require a Transaction ID, please contact the OSHA Debt Collection Team at (202) 693-2170.

OSHA does not agree to any restrictions or conditions or endorsements put on any check, money order, or electronic payment for less than the full amount due, and will process the payments as if these restrictions or conditions do not exist.

Notification of Corrective Action – For each violation which you do not contest, you must provide ***abatement certification*** to the Area Director of the OSHA office issuing the citation and identified above. This abatement certification is to be provided by letter within 10 calendar days after each abatement date. Abatement certification includes the date and method of abatement. If the citation indicates that the violation was corrected during the inspection, no abatement certification is required for that item. The abatement certification letter must be posted at the location where the violation appeared and the corrective action took place or employees must otherwise be effectively informed about abatement activities. A sample abatement certification letter is enclosed with this Citation. In addition, where the citation indicates that ***abatement documentation*** is necessary, evidence of the purchase or repair of equipment, photographs or video, receipts, training records, etc., verifying that abatement has occurred is required to be provided to the Area Director.

Employer Discrimination Unlawful – The law prohibits discrimination by an employer against an employee for filing a complaint or for exercising any rights under this Act. An employee who believes that he/she has been discriminated against may file a complaint no later than 30 days after the discrimination occurred with the U.S. Department of Labor Area Office at the address shown above.

Employer Rights and Responsibilities – The enclosed booklet (OSHA 3000) outlines additional employer rights and responsibilities and should be read in conjunction with this notification.

Notice to Employees – The law gives an employee or his/her representative the opportunity to object to any abatement date set for a violation if he/she believes the date to be unreasonable. The contest must be mailed to the U.S. Department of Labor Area Office at the address shown above and postmarked within 15 working days (excluding weekends and Federal holidays) of the receipt by the employer of this Citation and Notification of Penalty.

Inspection Activity Data – You should be aware that OSHA publishes information on its inspection and citation activity on the Internet under the provisions of the Electronic Freedom of Information Act. The information related to these alleged violations will be posted when our system indicates that you have received this citation. You are encouraged to review the information concerning your establishment at www.osha.gov. If you have any dispute with the accuracy of the information displayed, please contact this office.

U.S. Department of Labor
Occupational Safety and Health Administration

NOTICE TO EMPLOYEES OF INFORMAL CONFERENCE

An informal conference has been scheduled with OSHA to discuss the citation(s) issued on 09/27/2022. The conference will be held by telephone or at the OSHA office located at 1222 Spruce Street, Room 9.104, Saint Louis, MO 63103 on ________________ at ________________. Employees and/or representatives of employees have a right to attend an informal conference.

CERTIFICATION OF CORRECTIVE ACTION WORKSHEET

Inspection Number: 1589297

Company Name: Hansen's Environmental Wood Resources, dba Hansen's Tree, Lawn and Landscaping Services, INC
Inspection Site: 1776 Cecos Lane, Arnold, MO 63010
Issuance Date: 09/27/2022

List the specific method of correction for each item on this citation in this package that does not read "Corrected During Inspection" and return to: **U.S. Department of Labor – Occupational Safety and Health Administration, 1222 Spruce Street, Room 9.104, Saint Louis, MO 63103.**

Citation Number _____ and Item Number _____ was corrected on ______________________________
By (Method of Abatement): ____
____

Citation Number _____ and Item Number _____ was corrected on ______________________________
By (Method of Abatement): ____
____

Citation Number _____ and Item Number _____ was corrected on ______________________________
By (Method of Abatement): ____
____

Citation Number _____ and Item Number _____ was corrected on ______________________________
By (Method of Abatement): ____
____

Citation Number _____ and Item Number _____ was corrected on ______________________________
By (Method of Abatement): ____
____

Citation Number _____ and Item Number _____ was corrected on ______________________________
By (Method of Abatement): ____
____

I certify that the information contained in this document is accurate and that the affected employees and their representatives have been informed of the abatement.

______________________________	______________________________
Signature	Date
______________________________	______________________________
Typed or Printed Name	Title

NOTE: 29 USC 666(g) whoever knowingly makes any false statements, representation or certification in any application, record, plan or other documents filed or required to be maintained pursuant to the Act shall, upon conviction, be punished by a fine of not more than $10,000 or by imprisonment of not more than 6 months or both.

POSTING: A copy of completed Corrective Action Worksheet should be posted for employee review

Citation and Notification of Penalty

Company Name: Hansen's Environmental Wood Resources, dba Hansen's Tree, Lawn and Landscaping Services, INC
Inspection Site: 1776 Cecos Lane, Arnold, MO 63010

Citation 1 Item 1 Type of Violation: **Serious**

29 CFR 1910.147(c)(4)(ii): The procedures did not clearly and specifically outline the scope, purpose, authorization, rules, and techniques to be utilized for the control of hazardous energy, and the means to enforce compliance:

At 1776 Cecos Lane, Arnold, Mo, 63010, On April 11, 2022 and at times prior thereto employees were exposed to struck by and caught between hazards associated with the unexpected energization of a Vermeer TG7000 Tub Grinder s/n 1VRY4536361000128, procedures did not clearly and specifically outline the scope, purpose, authorization, rules, and techniques to be utilized for the control of hazardous energy, and the means to enforce compliance.

Abatement certification and abatement documentation is required for the violation. The documentation should include written verification of abatement, applicable measurements or monitoring results, and photographs or videos, which you believe will be helpful. The abatement certification sheets are enclosed

ABATEMENT DOCUMENTATION REQUIRED FOR THIS ITEM

Date By Which Violation Must be Abated: October 14, 2022
Proposed Penalty: $10,151.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Citation and Notification of Penalty

Company Name: Hansen's Environmental Wood Resources, dba Hansen's Tree, Lawn and Landscaping Services, INC
Inspection Site: 1776 Cecos Lane, Arnold, MO 63010

Citation 1 Item 2 Type of Violation: **Serious**

29 CFR 1910.147(c)(5)(i):Locks, tags, chains, wedges, key blocks, adapter pins, self-locking fasteners, or other hardware were not provided by the employer for isolating, securing or blocking of machines or equipment from energy sources.

At 1776 Cecos Lane, Arnold, MO 63010 - On April 11, 2022 and at times prior thereto employees were exposed to the unexpected energization of energy due to the employer not utilizing tags or locks for the isolation of energy, specifically the Vermeer TG7000 Tub Grinder s/n 1VRY4536361000128.

Abatement certification and abatement documentation is required for the violation. The documentation should include written verification of abatement, applicable measurements or monitoring results, and photographs or videos, which you believe will be helpful. The abatement certification sheets are enclosed.

ABATEMENT DOCUMENTATION REQUIRED FOR THIS ITEM

Date By Which Violation Must be Abated:	October 14, 2022
Proposed Penalty:	$10,151.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Citation and Notification of Penalty

Company Name: Hansen's Environmental Wood Resources, dba Hansen's Tree, Lawn and Landscaping Services, INC
Inspection Site: 1776 Cecos Lane, Arnold, MO 63010

Citation 1 Item 3 Type of Violation: **Serious**

29 CFR 1910.147(c)(6)(i):The employer did not conduct a periodic inspection of the energy control procedure at least annually to ensure that the procedure and the requirements of this standard are being followed.

At 1776 Cecos Ln, Arnold, MO, 63010 - on April 11, 2022 and at times prior thereto Employees of Hansen's Environmental Wood Resources dba Hansen's Tree, Lawn and Landscaping Services, INC were exposed to the hazards associated with the unexpected release of energy due to the employer not conducting an annual inspection of the procedure.

Abatement certification and abatement documentation is required for the violation. The documentation should include written verification of abatement, applicable measurements or monitoring results, and photographs or videos, which you believe will be helpful. The abatement certification sheets are enclosed.

ABATEMENT DOCUMENTATION REQUIRED FOR THIS ITEM

Date By Which Violation Must be Abated:	October 31, 2022
Proposed Penalty:	$10,151.00

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

Citation and Notification of Penalty

Company Name: Hansen's Environmental Wood Resources, dba Hansen's Tree, Lawn and Landscaping Services, INC
Inspection Site: 1776 Cecos Lane, Arnold, MO 63010

Citation 1 Item 4 Type of Violation: **Serious**

29 CFR 1910.147(d)(2):Machine or equipment shutdown. The machine or equipment was not turned off or shut down using the procedures established for the machine or equipment. An orderly shutdown was not utilized to avoid any additional or increased hazard(s) to employees as a result of the equipment stoppage.

At 1776 Cecos Lane, Arnold, Mo, 63010, On April 11, 2022 and at times prior thereto employees were exposed to struck by and caught between hazards associated with the unexpected energization of equipment due to a lack of orderly shutdown to avoid increased hazard to employees as a result of the equipment stoppage.

Abatement certification and abatement documentation is required for the violation. The documentation should include written verification of abatement, applicable measurements or monitoring results, and photographs or videos, which you believe will be helpful. The abatement certification sheets are enclosed

ABATEMENT DOCUMENTATION REQUIRED FOR THIS ITEM

Date By Which Violation Must be Abated: November 15, 2022
Proposed Penalty: $10,151.00

U.S. Department of Labor
Occupational Safety and Health Administration

Inspection Number: 1589297
Inspection Date(s): 04/12/2022 - 04/12/2022
Issuance Date: 09/27/2022

Citation and Notification of Penalty

Company Name: Hansen's Environmental Wood Resources, dba Hansen's Tree, Lawn and Landscaping Services, INC
Inspection Site: 1776 Cecos Lane, Arnold, MO 63010

Citation 2 Item 1 Type of Violation: **Other-than-Serious**

29 CFR 1910.147(c)(7)(iv):The employer did not certify that employee training had been accomplished and was being kept up to date. The certification did not contain each employee's name and dates of training.

At 1776 Cecos Lane, Arnold, MO, 63010, On April 11, 2022 and at times prior thereto, employees were exposed to hazards associated with the unexpected energization of equipment due to the employer not certifying that training had been accomplished and kept up to date. Training records with names and dates were not available.

Abatement certification and abatement documentation is required for the violation. The documentation should include written verification of abatement, applicable measurements or monitoring results, and photographs or videos, which you believe will be helpful. The abatement certification sheets are enclosed

ABATEMENT DOCUMENTATION REQUIRED FOR THIS ITEM

Date By Which Violation Must be Abated:	October 31, 2022
Proposed Penalty:	$814.00

David A. Keim

William McDonald CSP
For Area Director

See pages 1 through 4 of this Citation and Notification of Penalty for information on employer and employee rights and responsibilities.

U.S. Department of Labor Occupational Safety and Health Administration
1222 Spruce Street
Room 9.104
Saint Louis, MO 63103

September 26, 2022

Hansen's Environmental Wood Resources, Hansen's Tree, Lawn and Landscaping Services, INC
and its successors
1776 Cecos Lane
Arnold, MO 63010

Dear Mr. Hansen,

Since we do not consider it appropriate at this time to invoke the General Duty Clause, Section 5(a)(1) of the Occupational Safety and Health Act of 1974, no citation will be issued for the workplace hazard. However, in the interest of workplace safety and health, it is recommend that you voluntarily take steps to reduce or eliminate the worker's exposure to the hazards.

The nature of the hazard is described below:

> An inspection of the workplace at 1776 Cecos Lane, Arnold, Missouri 63010 on April 12, 2022, disclosed the following conditions which raise concerns about potential employee exposure to struck-by and caught-in between injuries when performing maintenance on the Vermeer TG7000 tub grinder.
>
> On December 15, 2021, the company purchased parts and equipment to maintain their two Vermeer TG7000 tub grinders. The company purchases necessary parts and equipment such that employees can perform maintenance on an as-needed basis. Tub Grinder Operators were trained on December 10, 2021, by the Lead Tub Grinder Operator. This training is not documented. The Lead Tub Grinder Operator had received training from Bandit consisting of a three-day course in the summer of 2020. The Lead Tub Grinder Operator also received familiarization training from companies when they periodically rent a Tub Grinder. Employer stated that the Lead Tub Grinder Operator trained employees in the replacement of the Proximity Sensor on December 10, 2021, and supervised employees completing the task.
>
> On May 18, 2022, in response to a fatality investigation, a Vermeer engineer discovered that a proximity switch was installed incorrectly. The employee who maintained the tub grinder replaced the proximity switch sometime between December 15, 2021 and April 12, 2022. The proximity sensor had been cut from its metal housing and suspended in plain view on the outside of the arm of the tub grinder by a zip tie.

In the interest of workplace safety and health, however, I recommend that you take the following steps voluntarily to eliminate or reduce your employees' exposure to the hazards described above:

• Employees should be trained to reference the manuals and to contact the Vermeer dealer for assistance when told to do so by the manual. For example: Instruction provided for the Tub Lift Interlock: Check that the tub will not raise with the hammermill turning. If it will, contactor your Vermeer Dealer.

• The employer should establish and implement an equipment service and maintenance log in accordance with the Vermeer TG7000 Operator's Manual (Section 60: Maintenance Intervals).

• Further, the employer should ensure their equipment is maintained in accordance with the Vermeer TG7000 Maintenance Manual by requiring documented preoperational checks that are reviewed by management.

To evaluate completion of this requirement please send me a letter detailing the actions you have taken, or plan to institute, to address our concerns within 30 days of the date of this document. We will review the response and determine if a follow-up inspection is needed to evaluate any newly implemented or enhanced engineering controls, administrative controls, policies, procedures, training, or other measures taken to address the hazards identified above.

Under OSHA's current investigation procedures, we may visit your work site within six months to examine the conditions noted above.

Enclosed is a list of available resources that may be of assistance to you in preventing work-related injuries and illnesses in your workplace. Additionally, general compliance assistance resources for employer are available at www.osha.gov/employers/

We appreciate your attention to these areas of concern. If you have any questions, please feel free to call me at 314-425-4249.

Sincerely,

David A. Keim

William McDonald

For Area Director