



Finance Committee
Meeting Agenda
May 13, 2025
4:30 PM
City Council Chambers

City Council Members:

Gayatri Agnew	Ward 1, Position 2
Cindy Acree	Ward 2, Position 1
Bill Burckart	Ward 3, Position 2

*If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>

Call to Order/Roll Call

Items For Discussion

- | | | |
|----|--|----------------------|
| 1. | Solid Waste and Recycling Contract | Informational |
| | Solid Waste and Recycling Contract Competitive Bid and Timeline. | |
| 2. | First Quarter Cashflows and Financials | Informational |
| | First quarter cashflows and financials update and review. | |

City Council Items To Be Considered

- | | | |
|----|---|-------------------|
| 1. | Section I Item 4 from the City Council | Ordinance* |
| | Agenda: Ordinance Approving the Issue of 2025 Bonds | |
| | Approve an Ordinance authorizing the issuance of sales and use tax bonds for the purpose of financing the cost of capital improvements. No budget adjustment is needed. | |
| 2. | Section I Item 6 from the City Council | Resolution |
| | Agenda: Resolution to Approve Fire Equipment Purchase Using ACT 833 Funds | |
| | We are asking the council to approve the transfer and use of ACT 833 Fire Funds to complete the equipment purchase for new apparatus. A budget adjustment is needed. | |
| 3. | Section I Item 7 from the City Council | Resolution |
| | Agenda: Resolution Approving Bid Award IFB-25-33 for 2025 or Newer Half-Ton 4WD Crew Cab Truck | |

- A Resolution Awarding Bid IFB-25-33 to Superior Chevrolet GMC and declaring a 2013 Chevy Truck as surplus authorizing its trade in for credit against this purchase. No budget adjustment is needed.
4. **Section I Item 12 from the City Council** **Resolution**
Agenda: Resolution to Award Bid for Soccer Uniforms to Challenger Teamwear
A Resolution Awarding Bid IFB-25-14 for soccer uniforms for the fall 2025 / spring 2026 season to Challenger Teamwear per the unit prices with an estimated total of \$62,230.00. No budget adjustment is needed.
5. **Section I Item 13 from the City Council** **Ordinance***
Agenda: Ordinance Approving a Waiver of Bid to Purchase a Sports Champ Field Groomer
Approving an Ordinance waiving competitive bidding to purchase a Sports Champ Field Groomer in the amount of \$81,834.28. No budget adjustment is needed.
6. **Section I Item 14 from the City Council** **Resolution**
Agenda: Resolution to Purchase Four (4) SCAG Cheetah 2 Mowers through Sourcewell
A Resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store, through the participation of Sourcewell Contract, in the amount of \$65,323.16 plus applicable taxes. No budget adjustment is needed.
7. **Section I Item 15 from the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB-25-29 for Lawrence Plaza Splash Pad Resurface
Resolution authorizing an agreement with Epoxy Coating Specialist, LLC for the Lawrence Plaza Splash Pad resurfacing project, in the amount of \$111,300.03. No budget adjustment is needed.
8. **Section I Item 16 from the City Council** **Resolution**
Agenda: Resolution Amending the Contract with CEI for Bright Road Trail Construction Administration
Resolution authorizing the Mayor and City Clerk to enter into an amended agreement, in the amount of \$25,000.00, with CEI for additional Bright Road Trail construction administration. No budget adjustment is needed.
9. **Section II Item 1 from the City Council** **Resolution**
Agenda: Resolution Approving Water and Wastewater Rate Analysis and Financial Plan Contract Amendment
A resolution authorizing an amendment to the professional services agreement with Raftelis Finances Consultants, Inc., in an amount not to exceed \$35,860.00,

covering the increased scope of work performed. Utility Board approved 4-0. A budget adjustment is needed to re-appropriate budgeted funds.

10. **Section II Item 2 from the City Council** **Ordinance***

Agenda: Ordinance to Waive

Competitive Bidding to Order 750

Underground Wire

Approval of an Ordinance to waive competitive bidding to purchase 750 UG Wire from Stuart Irby Unit Prices and estimated quantities attached, plus applicable taxes. Utility Board approved 4-0. No budget adjustment is needed.

11. **Section II Item 3 from the City Council** **Resolution**

Agenda: Resolution Approving Change

Order No. 1 for Parks Maintenance

Facility

A Resolution authorizing Change Order No. 1, in the amount of \$45,164.74, to upsize the sanitary sewer line as part of this project to allow for future growth in the area. Utility Board approved 4-0. No budget adjustment is needed.

12. **Section II Item 4 from the City Council** **Resolution**

Agenda: Resolution to Award Bid IFB-

25-11 48" Transmission Main Valves

Procurement

Resolution authorizing an agreement with DeZurik Inc., for the 48" Transmission Main Valves in the amount of \$921,778.00, associated with ARDOT project 090512 Hwy 112 relocation. Utility Board approved 4-0. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Patrick Johndrow
Phone:	479-271-6781	For Department(s):	Finance
Email:	pjohndrow@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:	Ordinance Approving the Issue of 2025 Bonds
Action Recommendation & Justification:	Approve an Ordinance authorizing the issuance of sales and use tax bonds for the purpose of financing the cost of capital improvements. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The final ordinance will fill in the blanks from the results of the bond sale which includes things like final par amount, interest rates, maturity structure, etc. It will be passed out at the City Council meeting.
Amount for Approval:	\$ 0

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

City Hall

305 SW A Street Bentonville, AR 72712

ORDINANCE NO. 2025-__

AN ORDINANCE AUTHORIZING THE ISSUANCE OF SALES AND USE TAX BONDS FOR THE PURPOSE OF FINANCING THE COST OF CAPITAL IMPROVEMENTS; PLEDGING A 1% SALES AND USE TAX TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, there was submitted to the qualified electors of the City of Bentonville, Arkansas (the "City") the questions of issuing, under Amendment No. 62 to the Constitution of the State of Arkansas (the "State") and under Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), capital improvement bonds in the maximum aggregate principal amount of \$23,000,000 for the purpose of refunding the City's outstanding Sales and Use Tax Bonds, Series 2009, Series 2010 and Series 2017 (collectively, the "Bonds Refunded"); capital improvement bonds in the maximum aggregate principal amount of \$173,500,000 for the purpose of financing all or a portion of the costs of new, and improvements to existing, streets, roads and bridges including any curb, gutter, drainage, flood control and related improvements, equipment and land acquisition to accomplish such improvements, and street lighting, utility adjustments, sidepaths and traffic signals related thereto (the "Street Improvements"); capital improvement bonds in the maximum aggregate principal amount \$32,750,000 for the purpose of financing all or a portion of the costs of new, and improvements to existing, park and recreational facilities and improvements and any necessary land acquisition, equipment and parking, drainage, flood control, road, trail, lighting and utility improvements therefor (the "Park and Recreational Improvements"); capital improvement bonds in the maximum aggregate principal amount \$3,900,000 for the purpose of financing all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the fire department, including particularly, without limitation, fire safety training facilities, including any necessary land acquisition, parking and utilities therefor (the "Fire Department Improvements"); capital improvement bonds in the maximum aggregate principal amount of \$1,650,000 for the purpose of financing all or a portion of the costs of equipment, apparatus and new, or improvements to existing, facilities for the police department, including particularly, without limitation, police safety training facilities, and any necessary land acquisition, parking and utilities therefor (the "Police Department Improvements"); capital improvement bonds in the maximum aggregate principal amount of \$6,600,000 for the purpose of financing all or a portion of the costs of radio communication equipment, facilities and apparatus (the "Radio Communication Improvements"); capital improvement bonds in the maximum aggregate principal amount of \$19,750,000 for the purpose of financing all or a portion of the costs facilities for drainage and flood control and any necessary land and easement acquisition therefor (the "Drainage Improvements"); and capital improvement bonds in the maximum aggregate principal amount of \$4,975,000 for the purpose of financing all or a portion of the costs the expansion of and improvements to the Bentonville Public Library, including any necessary land acquisition, equipment, utility adjustments and parking improvements therefor (the "Library Improvements"); and

WHEREAS, at the special election held April 13, 2021, a majority of the electors voting on the questions approved the issuance of such bonds; and

WHEREAS, pursuant to Ordinance No. 2021-139 of the City duly adopted on June 22, 2021 ("Ordinance No. 2021-139"), the City has issued its Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2021A (the "Series 2021A Bonds") to refund the Bonds Refunded designated "Series 2017" and to finance a portion of the Street Improvements, and its Sales and Use Tax Refunding and Improvement Bonds, Series 2021B (the "Series 2021B Bonds") to finance all or a portion of the Radio Communication Improvements, the Drainage Improvements, the Fire Department Improvements, the Police Department Improvements, the Street Improvements, the Park and Recreational Improvements and the Library Improvements and the refunding of the Bonds Refunded designated "Series 2009" and "Series 2010"; and

WHEREAS, pursuant to Ordinance No. 2023-235 of the City duly adopted on November 14, 2023, the City has issued its Sales and Use Tax Bonds, (the "Series 2023 Bonds") to finance all or a portion of the Drainage Improvements, the Street Improvements, the Park and Recreational Improvements and the Library Improvements; and

WHEREAS, of the authority granted for the issuance of bonds at the April 13, 2021 special election, all of the bonds for the Police Department Improvements, the Fire Department Improvements, the Radio Communication Improvements, the Library Improvements, the Drainage Improvements and the refunding of the Bonds Refunded have been issued and there remains unissued \$106,669,735.72 in principal amount of bonds approved for the Street Improvements, and \$4,530,333.90 in principal amount of bonds approved for the Park and Recreational Improvements; and

WHEREAS, the City Council is prepared to proceed with the issuance of another series of bonds in the aggregate principal amount of \$65,895,000 designated as "City of Bentonville, Arkansas Sales and Use Tax Bonds, Series 2025" (the "Series 2025 Bonds"); and

WHEREAS, the Series 2025 Bonds are being issued pursuant to Ordinance No. 2021-139 as "Additional Parity Bonds" thereunder; and

WHEREAS, the principal amount of the Series 2025 Bonds is allocated in Section 13 of this Ordinance to the Street Improvements and the Park and Recreational Improvements, (collectively, the "2025 Improvements"); and

WHEREAS, through the assistance of Stephens Inc., as financial advisor for the City, the City has made arrangements for the sale of the Series 2025 Bonds to Raymond James & Associates, Inc. and Crews & Associates, Inc. (collectively, the "Purchaser") at a price of \$66,658,705.35 (principal amount plus net original issue premium of \$1,159,075.35 and less underwriters' discount of \$395,370) (the "Purchase Price"), pursuant to a Bond Purchase Agreement between the Purchaser and the City (the "Purchase Agreement"), which has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated May 8, 2025, offering the Series 2025 Bonds for sale (the "Preliminary Official Statement"), has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and Simmons Bank, Pine Bluff, Arkansas (the "Disclosure Agreement"), providing for the disclosure obligations of the City with respect to the Series 2025 Bonds, has been presented to and is before this meeting;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bentonville, Arkansas:

Section 1. The offer of the Purchaser for the purchase of the Series 2025 Bonds from the City at the Purchase Price, subject to the terms and provisions hereafter in this Ordinance set forth in detail is hereby accepted and the Purchase Agreement, in substantially the form submitted to this meeting, is approved and the Series 2025 Bonds are hereby sold to the Purchaser. The Mayor is hereby authorized and directed to execute and deliver the Purchase Agreement on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 2. The Preliminary Official Statement is hereby approved and the previous use of the Preliminary Official Statement by the Purchaser in connection with the sale of the Series 2025 Bonds is hereby in all respects approved and confirmed, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City for use in connection with the sale of the Series 2025 Bonds as set forth in the Purchase Agreement.

Section 3. Under the authority of the Constitution and laws of the State, including particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, the Series 2025 Bonds are hereby authorized and ordered issued in the total principal amount of \$65,895,000 for the purpose of financing all or a portion of the costs of accomplishing the 2025 Improvements, paying expenses of issuing the Series 2025 Bonds and funding a portion of a debt service reserve.

The Series 2025 Bonds shall bear interest at the rates and shall mature on November 1 in the amounts and in the years as follows:

[Remainder of page intentionally left blank.]

<u>Year</u> <u>(November 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>
2025	\$ 630,000	5.000%
2026	2,045,000	5.000
2027	2,145,000	5.000
2028	2,245,000	5.000
2029	2,360,000	5.000
2030	2,480,000	5.000
2031	2,605,000	5.000
2032	2,735,000	5.000
2033	2,870,000	5.000
2034	3,015,000	5.000
2035	3,165,000	4.000
2036	3,290,000	4.000
2037	3,420,000	4.000
2040*	11,125,000	4.125
2045*	21,765,000	4.000

*Term Bonds

The Series 2025 Bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the Series 2025 Bonds shall be numbered from 1 upward in order of issuance. Each Series 2025 Bond shall have a CUSIP number but the failure of a CUSIP number to appear on any Series 2025 Bond shall not affect its validity.

The Series 2025 Bonds shall be registered initially in the name of Cede & Co., as nominee for the Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the Series 2025 Bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the Series 2025 Bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten Series 2025 Bond for each stated maturity date and interest rate, which shall be immobilized in the custody of or on behalf of DTC with the beneficial owners having no right to receive the Series 2025 Bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the Series 2025 Bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Series 2025 Bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Series 2025 Bonds. The Series 2025 Bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the Series 2025 Bonds for use in a book-entry system, the City may establish a securities depository/book-entry system relationship with another securities depository. If the City does not or is unable to do so, or upon request of the beneficial owners of all outstanding Series 2025 Bonds, the City and the Trustee (hereinafter identified), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the Series 2025 Bonds from the securities depository, and authenticate and deliver Series 2025 Bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive Series 2025 Bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the Series 2025 Bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the Series 2025 Bonds so long as the Series 2025 Bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the Series 2025 Bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the Series 2025 Bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of Series 2025 Bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Each Series 2025 Bond shall be dated as of its date of delivery to the Purchaser. Interest on the Series 2025 Bonds shall be payable on November 1, 2025, and semiannually thereafter on May 1 and November 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by Simmons Bank, Pine Bluff, Arkansas, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such Series 2025 Bond subsequent to such Record Date and prior to such interest payment date, by check or draft mailed by the Trustee to such owner at his address on such registration books. Principal of the Series 2025 Bonds shall be payable at the corporate trust office of the Trustee.

Each Series 2025 Bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from its dated date, or unless it is authenticated during

the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication thereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such Series 2025 Bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 4 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No Series 2025 Bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate of the Trustee upon any such Series 2025 Bond shall be conclusive evidence that such Series 2025 Bond has been authenticated and delivered under this Ordinance. The Certificate on any Series 2025 Bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the Series 2025 Bonds.

Section 4. The Series 2025 Bonds and the Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Series 2025 Bond)

REGISTERED

REGISTERED

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF BENTON
CITY OF BENTONVILLE
SALES AND USE TAX BOND
SERIES 2025

Interest Rate: _____ %

Maturity Date: November 1, _____

Dated Date: _____, 2025

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

CUSIP No.: _____

KNOW ALL MEN BY THESE PRESENTS:

That the City of Bentonville, County of Benton, State of Arkansas (the "City"), for value received, hereby promises to pay to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate trust office of Simmons Bank, Pine Bluff, Arkansas, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts

and to pay by check or draft to the Registered Owner shown above interest thereon, in like coin or currency from the interest commencement date described below at the Interest Rate per annum shown above, payable on November 1, 2025 and on each May 1 and November 1 thereafter, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

This bond is one of an issue of City of Bentonville, Arkansas Sales and Use Tax Bonds, Series 2025, aggregating Sixty-Five Million Eight Hundred Ninety-Five Thousand Dollars (\$65,895,000) in aggregate principal amount (the "bonds"), and is issued for the purpose of financing a portion of the costs of various capital improvements, paying expenses related thereto and of authorizing and issuing the bonds, and funding a portion of a debt service reserve.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), particularly Amendment No. 62 to the Constitution of the State and Title 14, Chapter 164, Subchapter 3 of the Arkansas Code of 1987 Annotated (the "Authorizing Legislation"), and pursuant to Ordinance No. 2021-139 of the City duly adopted on June 22, 2021, as supplemented by Ordinance No. 2025-___ of the City duly adopted on May 13, 2025 (collectively, the "Authorizing Ordinance"), and an election duly held at which the majority of the legal voters of the City voting on the questions approved the issuance of the bonds. Reference is hereby made to the Authorizing Ordinance for the details of the nature and extent of the security and of the rights and obligations of the City, the Trustee and the registered owners of the bonds. The bonds are special obligations of the City, payable from the proceeds derived by the City from a 1% sales and use tax (the "Tax") levied by the City under Title 26, Chapter 75, Subchapter 2 of

the Arkansas Code of 1987 Annotated and Ordinance No. 2003-108 of the City duly adopted on June 24, 2003, as amended by Ordinance No. 2021-47 of the City duly adopted on February 9, 2021, and the City hereby pledges its collections of the Tax (the "Pledged Revenues") for the payment of this bond on a parity of security with the City's Sales and Use Tax Refunding and Improvement Bonds, Taxable Series 2021A (the "Series 2021A Bonds"), Sales and Use Tax Refunding and Improvement Bonds, Series 2021B (the "Series 2021B Bonds") and Sales and Use Tax Bonds, Series 2023 (the "Series 2023 Bonds"). The City has reserved the right in the Authorizing Ordinance to issue additional bonds under the Authorizing Ordinance on a parity of security with the bonds, the Series 2021A Bonds, the Series 2021B Bonds and the Series 2023 Bonds (the "Additional Parity Bonds").

The bonds are subject to extraordinary, optional and mandatory sinking fund redemption prior to maturity as follows:

(1) The bonds shall be redeemed by the City from proceeds of the bonds not needed for the purposes intended and Surplus Pledged Revenues (defined below), in whole at any time or in part on any interest payment date, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date, in inverse order of maturity (and by lot within a maturity in such manner as the Trustee shall determine).

The City has covenanted in the Authorizing Ordinance that Surplus Pledged Revenues, being 80% of the Pledged Revenues less the amount necessary to (1) insure the prompt payment of the principal of, interest on and Trustee's fees and expenses and administrative charges in connection with the bonds, the Series 2021A Bonds, the Series 2021B Bonds, the Series 2023 Bonds and the Additional Parity Bonds as the same become due, (2) maintain the debt service reserve in the required amount, and (3) pay any arbitrage rebate due under Section 148(f) of the Internal Revenue Code of 1986, as amended, must be used from time to time, at least annually, as and to the extent available to redeem outstanding bonds prior to maturity in the order of priority set forth below.

Surplus Pledged Revenues shall be applied to the redemption of the bonds, the Series 2021B Bonds, the Series 2023 Bonds and the Additional Parity Bonds ratably (based on relative outstanding principal amounts).

In the case of any defeasance of the bonds, redemption of defeased bonds shall be scheduled on the basis of the mandatory redemption requirements set forth above and assuming collections of the Tax in an amount equal to receipts for the most recent twelve-month period prior to the defeasance being authorized by the City.

(2) The bonds are subject to redemption at the option of the City from funds from any source, on and after November 1, 2030, in whole or in part at any time, at a redemption price equal to the principal amount being redeemed, plus accrued interest to the redemption date.

If fewer than all of the bonds shall be called for redemption, the particular maturities and interest rates of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity and interest rate shall be called for redemption, the

particular bonds or portion thereof to be redeemed from such maturity and interest rate shall be selected by lot by the Trustee.

(3) To the extent not previously redeemed, the bonds maturing on November 1 in the years 2040 and 2045 are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on November 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Bonds Maturing November 1, 2040

<u>Year</u> <u>(November 1)</u>	<u>Principal Amount</u>
2038	\$3,560,000
2039	3,705,000
2040 (maturity)	3,860,000

Bonds Maturing November 1, 2045

<u>Year</u> <u>(November 1)</u>	<u>Principal Amount</u>
2041	\$4,015,000
2042	4,175,000
2043	4,350,000
2044	4,520,000
2045 (maturity)	4,705,000

In case any outstanding bond is in a denomination greater than \$5,000, each \$5,000 of face value of such bond shall be treated as a separate bond of the denomination of \$5,000.

Notice of redemption identifying the bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed and the date they shall be presented for payment shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by sending a copy of the redemption notice by first class mail, postage prepaid, or other acceptable standard means of delivery, including facsimile or electronic communication, to all registered owners of bonds to be redeemed. Failure to send an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the Registered Owner shown above in person or by his attorney-in-fact duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a

new fully registered bond or bonds of the same maturity and interest rate, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the Registered Owner shown above as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity and interest rate of other authorized denominations.

This bond shall not be valid until it shall have been authenticated by the Certificate hereon duly signed by the Trustee.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed, under the Constitution and laws of the State, particularly Amendment No. 62 to the Constitution of the State and the Authorizing Legislation, precedent to and in the issuance of this bond have existed, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by this bond and the issue of which it forms a part does not exceed any constitutional or statutory limitation; and that a tax sufficient to pay the bonds and interest thereon has been duly pledged in accordance with the Authorizing Legislation and made payable until all of the bonds and interest thereon have been fully paid and discharged.

IN WITNESS WHEREOF, the City of Bentonville, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

ATTEST:

CITY OF BENTONVILLE, ARKANSAS

City Clerk

Mayor

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2025 Bonds issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____.

SIMMONS BANK
Pine Bluff, Arkansas
TRUSTEE

By _____
Authorized Signature

(A form of assignment shall be attached to each Series 2025 Bond.)

Section 5. The City hereby expressly pledges and appropriates all of the revenues from the City's 1% sales and use tax levied by Ordinance No. 2003-108 adopted on June 24, 2003, as amended by Ordinance No. 2021-47 adopted on February 9, 2021 (the "Pledged Revenues"), to the payment of the principal of and interest on the Series 2025 Bonds when due at maturity or at redemption prior to maturity on a parity with the Series 2021A Bonds, the Series 2021B Bonds and the Series 2023 Bonds. The Series 2025 Bonds are being issued as Additional Parity Bonds under Ordinance No. 2021-139 and shall be a part of "the bonds" within the meaning of such ordinance. In this regard, all provisions of Ordinance No. 2021-139 pertaining to "the bonds" shall inure and appertain to the Series 2025 Bonds to the same extent and with like force and effect as if herein set out in full. The effect of the above provisions shall be to continue the applicable provisions of Ordinance No. 2021-139 in full force and effect after the Series 2021A Bonds, Series 2021B Bonds and the Series 2023 Bonds are paid or provision is made therefor.

Section 6. The Series 2025 Bonds shall be callable for payment prior to maturity in accordance with the terms set out in the bond form set forth in Section 4 of this Ordinance (the "Bond Form"). The City hereby covenants to use Series 2025 Bond proceeds not necessary for the purposes intended to redeem Series 2025 Bonds on the first available interest payment date.

Section 7. When the Series 2025 Bonds have been executed and sealed as herein provided, they shall be delivered to the Trustee, which shall authenticate them and deliver them to or at the direction of the Purchaser upon payment of the Purchase Price. The amount from the Purchase Price necessary to fund the Debt Service Reserve Account at the required level, as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk (the "Delivery Instructions"), shall be deposited into the Debt Service Reserve Account. The expenses of issuing the Series 2025 Bonds as set forth in the Delivery Instructions shall be paid from the Purchase Price.

The balance of the Purchase Price shall be deposited in two special funds of the City in the Trustee hereby created and designated "2025 Street Construction Fund" and "2025 Park and Recreational Construction Fund" (each a "2025 Construction Fund" and collectively, the "2025 Construction Funds"). The proceeds of the Series 2025 Bonds to be deposited into the 2025 Construction Funds shall be allocated between the 2025 Improvements in proportion to the principal amount of Series 2025 Bonds allocated for each purpose. The moneys in each 2025 Construction Fund shall be used for accomplishing the 2025 Improvements for which the fund was created, paying expenses incidental thereto and paying the expenses of issuing the Series 2025 Bonds. Issuance costs and other expenses not specific to one purpose shall be joint obligations to be paid from each 2025 Construction Fund in proportion to the initial moneys credited thereto. Disbursements shall be made from the each 2025 Construction Fund on the basis of requisitions which shall specify: the name of the person, firm or corporation to whom payment is to be made; the amount of the payment; the purpose of the payment; the account from which the payment is to be made; and that the payment is a proper charge on the respective 2025 Construction Fund. Each requisition must be signed manually or electronically by the Finance Director and the Assistant Finance Director. The Trustee shall issue its check to the person, firm or corporation designated in the requisition. The Trustee shall keep records as to all payments made from each 2025 Construction Fund based upon requisitions.

When the 2025 Improvements of a particular type (e.g., Street Improvements) have been completed and all required expenses have been paid and expenditures made from the 2025 Construction Fund established to accomplish such 2025 Improvements and the financing thereof, this fact shall, if moneys remain in such 2025 Construction Fund, be evidenced by a certificate signed by the Mayor, which certificate shall state, among other things, the date of the completion and that all obligations payable from such 2025 Construction Fund have been discharged. A copy of the certificate shall be filed with the Trustee, and upon receipt thereof the Trustee shall transfer the remaining balance into the Special Redemption Account in the Bond Fund established by Ordinance No. 2021-139 (the "Bond Fund"). Proceeds of the Series 2025 Bonds not needed for the purposes intended shall only be used to redeem Series 2025 Bonds.

Section 8. (a) Moneys held for the credit of the 2025 Construction Funds may be invested and reinvested in Permitted Investments (as defined in Ordinance No. 2021-139) or other investments permitted by Arkansas law which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(b) Obligations purchased as an investment of any 2025 Construction Fund shall be deemed at all times a part of such 2025 Construction Fund. Any profit or loss realized on investments of moneys in any 2025 Construction Fund shall be charged to said Fund.

(c) The Trustee shall so invest and reinvest pursuant to the direction of the City and in the Trustee's discretion in the absence of any direct instructions from the City.

Section 9. (a) The City covenants that it shall not take any action or suffer or permit any action to be taken or condition to exist which causes or may cause the interest payable on the Series 2025 Bonds to be included in gross income for federal income tax purposes. Without

limiting the generality of the foregoing, the City covenants that the proceeds of the sale of the Series 2025 Bonds and the Pledged Revenues will not be used directly or indirectly in such manner as to cause the Series 2025 Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

(b) The City represents that it has not used or permitted the use of, and covenants that it will not use or permit the use of the 2025 Improvements or the proceeds of the Series 2025 Bonds, in such manner as to cause the Series 2025 Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. In this regard, the City covenants that (i) it will not use (directly or indirectly) the proceeds of the Series 2025 Bonds to make or finance loans to any person, and (ii) that while the Series 2025 Bonds are outstanding the 2025 Improvements and will only be used by state or local governmental entities or persons on a basis as members of the general public.

(c) The City shall pay any arbitrage rebate due the United States Treasury under Section 148 of the Code from moneys in the Bond Fund. The costs of calculating the arbitrage rebate due and the arbitrage rebate amount shall be considered to be administrative costs payable from moneys in the Bond Fund.

(d) The City covenants that it will not reimburse itself from proceeds of the Series 2025 Bonds for any costs paid prior to the date the Series 2025 Bonds are issued except in compliance with United States Treasury Regulation § 1.150-2 (the "Regulation"). This Ordinance shall be considered an "official intent" for purposes of the Regulation.

(e) The City will retain all documents and records pertaining to the Series 2025 Bonds and the 2025 Improvements for the life of the Series 2025 Bonds plus an additional three years.

Section 10. The City covenants that it will take no action which would cause the Series 2025 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code. The City further covenants that it will submit to the Secretary of the Treasury of the United States, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2025 Bonds are issued, a statement concerning the Series 2025 Bonds which contains the information required by Section 149(e) of the Code.

Section 11. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement for and on behalf of the City. The Mayor is authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement. Any legal fees and other administrative costs incurred by the City in connection with making the annual report pursuant to the Disclosure Agreement (except audit fees) shall be considered administrative charges that may be payable from moneys in the Bond Fund.

Section 12. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings and take such action as may be appropriate to cause the Series 2025 Bonds to be issued.

Section 13. The principal amount of the Series 2025 Bonds plus any net original issue premium are allocated as follows: \$62,525,418.30 for the Street Improvements; and \$4,528,657.05 for the Park and Recreational Improvements.

Section 14. Notice of the adoption of this Ordinance shall be posted at Bentonville Public Library, Bentonville City Hall, Bentonville Community Center, Bentonville Municipal Works Facility and Bentonville Police Department, being five of the most public places in the City.

Section 15. The provisions of this Ordinance are separable and in the event that any section or part hereof shall be held to be invalid, such invalidity shall not affect the remainder of this Ordinance.

Section 16. All ordinances and resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 17. It is hereby ascertained and declared that the 2025 Improvements are immediately needed for the preservation of the public peace, health and safety and to remove existing hazards thereto. The 2025 Improvements cannot be accomplished without the issuance of the Series 2025 Bonds, which cannot be sold at the interest rates specified herein unless this Ordinance is immediately effective. Therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: May 13, 2025.

APPROVED:

ATTEST:

City Clerk

Mayor

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Bentonville, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, passed at a regular session of the City Council of the City, held at the regular meeting place of the City Council at 6:00 p.m. on the 13th day of May, 2025, and that the Ordinance is of record in Ordinance Record Book No. _____ at Page _____, now in my possession.

GIVEN under my hand and seal this 13th day of May, 2025.

City Clerk

(SEAL)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Marcus Williams
Phone:		For Department(s):	Fire
Email:	mwilliams@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 Approve Fire Equipment Purchase Using ACT 833 Funds
Action Recommendation & Justification:	We are asking the council to approve the transfer and use of ACT 833 Fire Funds to complete the equipment purchase for new apparatus. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This equipment is needed to help complete the abilities of the units to address emergencies in the city. Act 833 funds are received and held in escrow until appropriate purchases are determined.
Amount for Approval:	\$ 23,515.91

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: ACT 833 Fire Funds

Budget Adjustment (to be completed by Finance when applicable)

102020-33411	State Operating Grant	\$	\$ 23,515.91
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102020-42510	Minor Equipment	\$ 16,870.71	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
102020-47410	Machinery & Equipment	\$ 6,645.20	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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

City Hall

305 SW A Street Bentonville, AR 72712



Inter-office Memorandum

To: Chief Scantlin
From: Chief Williams
CC: Chief Boydston
Date: 4-23-2025
Re: Using Act 833 Funds

We recommend the use of ACT 833 monies to complete the equipment list for Truck 4, Engine 2 and Fast Attack. We are requesting the monies to purchase the following equipment.

High Rise Pack- This is a bag of multiple fittings and tools for use in multistory building so we may hook to the water system-Cost **\$1,857.34**

RIT Bag- (Rapid Intervention Team)- This is a bag for any Firefighter that should happen to be trapped and/or run out of air in a lethal environment. - Cost: **\$5,879.09**

TIC (Thermal Imaging Camera)- This is a camera that is used in a Fire situation to look for victims that may be hard to find. This can also be used to look for fires in walls and victims in outdoor environments. Cost: **6,645.20**

Equipment- To complete multiple items of loose equipment on trucks such as Saw Mounts, Caps, Adapters, Hose Connections, Air Compressors, Fire Blankets ETC. Cost: **9,134.28**

Total Cost: **\$23,515.91**



Siddons-Martin Emergency Group
 3500 Shelby Lane
 Denton, TX, 76207
 USA
 Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Bentonville Fire Dept. (AR)
 800 SW A Street
 Bentonville, AR, 72712
 USA

Document Info:

Quote #: 700-0028086
 Taken By: David Winter
 Expiration Date: 05/21/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
151646	ELK-2.5"FNH x 2.5"MNH HIGH RISE GAUGE 228-A-2.5 688201	1.00 / EA	429.27	429.27
151815	ELK-INCREASER 1.5" FNH x 2.5" MNH 111A 11386007	1.00 / EA	175.00	175.00
151633	ELK-X86A 2.5"FNH x 2.5"MNH ELKOLITE GATE VALVE 381101	1.00 / EA	571.95	571.95
151636	ELK-HI-RISE DRAIN ELBOW 2.5" 105A 465001	1.00 / EA	327.66	327.66
300021	STANDPIPE BAG W/ PADDED DIVIDER, INCLUDES REMOVABLE SHOULDER STRAP, PADDED HARDBOTTOM, LARGE EXTRA POCKET RED #STAND-C	1.00 / EA	107.32	107.32
300056	FREIGHT FREIGHT	1.00 / EA	85.00	85.00

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$1,611.20	Sublet total	\$0.00
Freight total	\$ 85.00	Core charges	\$0.00
		Sales tax	\$161.14

Total: \$1,857.34



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:

Quote #: 700-0028080
Taken By: David Winter
Expiration Date: 05/21/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
240094	SCT-SCOTT RIT-PAK III 4.5 LARGE C5 RECTUS 7012471724 200954-32	1.00 / EA	3,851.52	3,851.52
241226	SCT-CYLINDER & VALVE ASSY CGA 4.5 60 MIN 7100293661 804723-01	1.00 / EA	1,517.51	1,517.51
300056	FREIGHT - FREE FROM 3M SCOTT FREIGHT	1.00 / EA	0.00	0.00

No Shipping

Total of All Services			
Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$5,369.03	Sublet total	\$0.00
Freight total	\$ 0.00	Core charges	\$0.00
		Sales tax	\$510.06

Total: \$5,879.09



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:

Quote #: 700-0028073
Taken By: David Winter
Expiration Date: 05/21/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
261631	BUL-DXT THERMAL IMAGER w/XTUSBCHARGE PWR XTTRUCKMOUNT & XTRETRACT DXTBUNDLE	1.00 / EA	5,527.41	5,527.41
261542	BUL-FEATURE PACK BASIC w/THERMAL THROTTLE HAD CAD Zoom (w/DXT QXT PRO NXT PRO) XTFEATURESBASIC	1.00 / EA	541.27	541.27
300056	FREIGHT - FREE WITH PURCHASE OF NEW THERMAL IMAGER FREIGHT	1.00 / EA	0.00	0.00

No Shipping

Total of All Services			
Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$6,068.68	Sublet total	\$0.00
Freight total	\$ 0.00	Core charges	\$0.00
		Sales tax	\$576.52

Total: \$6,645.20



*** Customer Review ***
Date / Time: 4/7/2025 4:45:17PM
Repair Order: 677
Customer: 10161
Branch: CHIEF
Invoice Total: \$1,456.62

on account
Page 1 of 1

Bill To: City of Bentonville
1000 SW 14th St

Bentonville, AR 72712
Shop: 479-271-3115

Ship To: City of Bentonville
800 SW A Street
Station 1
Bentonville, AR 72712

Customer P/O Created By Completion Date
butchr

Unit Number: Engine 2 Model Year: 2024 Make/Model: E-One Typhoon
Type: Custom Pumper VIN: 4ENLAAA81R1007129

Task: 1 87-000000111 Install charger/air pump and wire to shoreline Department: Service
does not include eject device (extra charge)
Complaint: Install Kussmaul 110v air comparessor in apparatus.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Ext Price
	SUPPLIES	Misc hardware/supplies	Misc	1.00	27.75	27.75
	PARTS IN	Shipping and Handling Inbound - Parts	Misc	1.00	30.00	30.00
	091-9B-4-AD	AUTO PUMP 120 VAC WITH AUTO DRAIN	Part	Each	774.48	774.48

Customer Tax ID: 71-6000642

Payment Method
Charge

Totals	
Total Parts:	\$774.48
Total Core Chg:	\$0.00
Total Core Ret:	\$0.00
Total EHC:	\$0.00
Total Labor:	\$555.00
Total Miscellaneous:	\$57.75
Invoice Subtotal:	\$1,387.23
Total Tax:	\$69.39
Invoiced Total:	\$1,456.62

ESTIMATE ONLY!
PRICES SUBJECT TO CHANGE. CUSTOMER WILL BE NOTIFIED OF ANY CHANGES PRIOR TO ADDITIONAL WORK BEING PERFORMED. PRICING GOOD FOR (90) DAYS. STOCK PARTS RETURNED AFTER (30) DAYS ARE SUBJECT TO 25% RESTOCK FEE. ELECTRONIC COMPONENTS AND SPECIAL ORDER PARTS ARE NOT RETURNABLE. DUE TO VARIANCES IN COSTS AND AVAILABILITY THIS ESTIMATE CAN VARY UP TO 5%. IF ANY QUESTIONS, PLEASE CALL 618-251-4200.
THANK YOU FOR YOUR BUSINESS!

Auto eject 500



*** Customer Review ***
Date / Time: 4/7/2025 4:48:19PM
Repair Order: 676
Customer: 10161
Branch: CHIEF
Invoice Total: \$1,456.62

on account
Page 1 of 1

Bill To: City of Bentonville
1000 SW 14th St

Bentonville, AR 72712
Shop: 479-271-3115

Ship To: City of Bentonville
800 SW A Street
Station 1
Bentonville, AR 72712

Customer P/O Created By Completion Date
butchr

Unit Number: Truck 4 **Model Year:** 2025 **Make/Model:** E-One 100' LADDER
Type: Aerial **VIN:** 4ENLABA87R1007111

Task: 1 87-000000111 **Install charger/air pump and wire to shoreline** **Department:** Service
does not include eject device (extra charge)
Complaint: install Kussmaul 110v air compressor in apparatus.

Supp.	Part	Description / Ref Number	U/M	Quantity	Price	Ext Price
	SUPPLIES	Misc hardware/supplies	Misc	1.00	27.75	27.75
	091-9B-4-AD	AUTO PUMP 120 VAC WITH AUTO DRAIN	Part	1.00	774.48	774.48
	PARTS IN	Shipping and Handling Inbound - Parts	Misc	1.00	30.00	30.00

Customer Tax ID: 71-6000642

Payment Method
Charge

Totals

Total Parts: \$774.48
Total Core Chg: \$0.00
Total Core Ret: \$0.00
Total EHC: \$0.00
Total Labor: \$555.00
Total Miscellaneous: \$57.75
Invoice Subtotal: \$1,387.23
Total Tax: \$69.39
Invoiced Total: \$1,456.62

ESTIMATE ONLY!
PRICES SUBJECT TO CHANGE. CUSTOMER WILL BE NOTIFIED OF ANY CHANGES PRIOR TO ADDITIONAL WORK BEING PERFORMED. PRICING GOOD FOR (90) DAYS. STOCK PARTS RETURNED AFTER (30) DAYS ARE SUBJECT TO 25% RESTOCK FEE. ELECTRONIC COMPONENTS AND SPECIAL ORDER PARTS ARE NOT RETURNABLE. DUE TO VARIANCES IN COSTS AND AVAILABILITY THIS ESTIMATE CAN VARY UP TO 5%. IF ANY QUESTIONS, PLEASE CALL 618-251-4200.
THANK YOU FOR YOUR BUSINESS!

Handwritten signature: David [unclear]



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:

Quote #: 700-0028137
Taken By: David Winter
Expiration Date: 05/22/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
006428	ZIA-CHAINSAW MOUNT LARGE 3087-145-000 QM-CSM-L	4.00 / EA	202.68	810.72
300056	FREIGHT FREIGHT	1.00 / EA	152.00	152.00

Total of All Services			
Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$810.72	Sublet total	\$0.00
Freight total	\$ 152.00	Core charges	\$0.00
		Sales tax	\$91.46

Total: \$1,054.18



Siddons-Martin Emergency Group
3500 Shelby Lane
Denton, TX, 76207
USA
Phone: (940) 315-4948

ESTIMATE

DO NOT PAY

Customer Info:

Bentonville Fire Dept. (AR)
800 SW A Street
Bentonville, AR, 72712
USA

Document Info:

Quote #: 700-0028149
Taken By: David Winter
Expiration Date: 05/22/2025

Item #	Description	Quantity / Unit	Unit Price	Amount
165425	KOC-2-WAY BALL VALVE (2) 2.5" NH M x 2.5" NH SW RL F 21K25252-H52	2.00 / EA	617.90	1,235.80
165512	KOC-2.5" NH x 2.5" NH DBL RL M -FG- ADAPTER 36R2525-H52	2.00 / EA	36.40	72.80
006012	KOC-2.5 NH RIG RL F X 1.5 NH M -FG- ADAPTER 37R2515-H52	2.00 / EA	36.26	72.52
300021	5 STORZ (2 PIECE) CAP HARDCOAT BLACK CP507-H52	6.00 / EA	108.00	648.00
300056	FREIGHT FREIGHT	1.00 / EA	105.00	105.00

Total of All Services

Labor total	\$0.00	Shop supplies	\$0.00
Parts total	\$2,029.12	Sublet total	\$0.00
Freight total	\$ 105.00	Core charges	\$0.00
		Sales tax	\$202.74

Total: \$2,336.86

Estimate



Stephens Truck Center LLC

Stephens Truck Center LLC

302 E 5th Ave

Unit B/C

Owasso, OK 74055

Order #	Date
S37450	04/23/2025



Bill To:	Ship To:
Bentonville Fire Department 800 SW A Street Bentonville, AR 72712	Bentonville Fire Department 800 SW A Street Bentonville, AR 72712
Customer: Bentonville Fire Department	Contact: Bentonville Fire Department

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
gjohnson	COD	Origin	UPS		04/23/2025

Item #	Type	Number	Description	Unit Price	Qty Ordered	Total Price
1	Sale	BATPCFB2186	CFB2186 EV Car Fire Blanket 8m x 6m	\$1,350.00	2 ea	\$ 2,700.00
2	Shipping	Sales Shipping	Shipping	\$130.00	1 ea	\$ 130.00

Subtotal:	\$2,830.00
Sales Tax:	\$0.00
Total:	\$2,830.00

Approval: _____ Date: _____

April 23, 2025 2:10:50 PM BST

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET TO APPROPRIATE ACT 833 FUNDS FOR THE PURCHASE OF FIRE EQUIPMENT FOR THE BENTONVILLE FIRE DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the Arkansas Fire Protection Services Program Act 833 of 1991, funds have been made available to certified fire departments for the enhancement of fire protection services;

WHEREAS, the Bentonville Fire Department is a certified department eligible to receive Act 833 funds; and

WHEREAS, the City Council of the City of Bentonville finds it in the best interest of the public to allocate these funds for the purchase of said equipment.

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

Section 1: The 2025 Budget is hereby adjusted to appropriate twenty-three thousand five hundred fifteen dollars and ninety-one cents (\$23,515.91) of Act 833 funds into Account #102020-33411 - State Operating Grant;

Section 2: The 2025 Budget is further adjusted to appropriate sixteen thousand eight hundred seventy dollars and seventy-one cents (\$16,870.71) from Account #102020-33411 – State Operating Grant into Account #102020-42510 – Minor Equipment and to appropriate six thousand six hundred forty-five dollars and twenty cents (\$6,645.20) from Account #102020-33411 – State Operating Grant into Account #102020-47410 – Machinery and Equipment;

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

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Marcus Williams
Phone:	479-271-3151	For Department(s):	Fire
Email:	mwilliams@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 Approving Bid Award IFB-25-33 for 2025 or Newer Half-Ton 4WD Crew Cab Truck
Action Recommendation & Justification:	A Resolution Awarding Bid IFB-25-33 to Superior Chevrolet GMC and declaring a 2013 Chevy Truck as surplus authorizing its trade in for credit against this purchase. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Purchase and upfit of 2025 Chevy Truck is \$64,726.00. The trade in of 2013 Chevy Truck with bad transmission deducts \$6,500.00, making the total after credit \$58,226.00. We are moving the daily used 2016 Chevrolet truck to a reserve vehicle and trading in a current reserve 2013 Chevy truck with a bad transmission. Vin# 1FCRKPE77DZ285449 (Asset # 2020-21). Superior Chevrolet GMC was the sole bid received.
Amount for Approval:	\$ 58,226.00

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

Capital Budget 102020-47420

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/29/25	Time of Bid Opening:	1:30 PM CST	IFB-25-33
----------------------	---------	----------------------	-------------	-----------

Solicitation Title:2025 or Newer Half-Ton 4WD Crew Cab Truck with Trade-in

Bidders:				Superior Chevrolet GMC			
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price		
1	1	EA	2025 or Newer Half-Ton 4WD Crew Cab Truck	\$64,726.00	\$64,726.00		
TRADE-IN EQUIPMENT BID (THIS VALUE NOT CALCULATED IN TOTAL BID PRICE ABOVE)							
2	1	EA	Trade-In Equipment VIN: 1GCRKPE78DZ285449 Miles as of March 27, 2025: 77,947	\$6,500.00	\$6,500.00		
Total Bid Price Excluding Trade-In				\$64,726.00			
Trade-In Equipment Bid				\$6,500.00			
Total Bid Price with Trade-In				\$58,226.00			

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

TABULATION VERIFICATION

Tanya Moore
Purchasing and Compliance Specialist

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR CHEVROLET GMC, FOR THE PURCHASE OF ONE (1) 2025 OR NEWER HALF-TON 4WD CREW CAB TRUCK FOR THE BENTONVILLE FIRE DEPARTMENT; DECLARING CERTAIN PROPERTY BELONGING TO THE CITY OF BENTONVILLE FIRE DEPARTMENT AS SURPLUS PROPERTY; AUTHORIZING ITS TRADE IN FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, Superior Chevrolet GMC was the sole bidder for bid IFB-25-33;

WHEREAS, a 2013 Chevrolet Truck (VIN# 1FCRKPE77DZ285449) with a bad transmission, is no longer needed and should be declared surplus property under Ark. Code Ann. § 14-54-302;

WHEREAS, Superior Chevrolet GMC has offered a trade-in value for the 2013 Chevrolet Truck in an amount of six thousand five hundred dollars (\$6,500.00); and

WHEREAS, the total price of this purchase will be fifty-eight thousand two hundred twenty-six dollars (\$58,226.00) and will be paid with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Superior Chevrolet GMC for the purchase of one (1) 2025 or newer Half-Ton 4WD Truck for the Bentonville Fire Department;

Section 2: A 2013 Chevrolet Extended Cab four-wheel drive pickup (VIN# 1FCRKPE77DZ285449) is no longer needed and the same is hereby declared surplus property;

Section 3: A record of all items that are disposed of shall be maintained;

Section 4: The estimated contract cost is fifty-eight thousand two hundred twenty-six dollars (\$58,226.00) which includes the trade-in value of the surplus vehicle in the amount of six thousand five hundred dollars (\$6,500.00);

Section 5 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Greg Hughes
Phone:	479-696-0204	For Department(s):	Parks
Email:	ghughes@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 Award Bid for Soccer Uniforms to Challenger Teamwear
Action Recommendation & Justification:	A Resolution Awarding Bid IFB-25-14 for soccer uniforms for the fall 2025 / spring 2026 season to Challenger Teamwear per the unit prices with an estimated total of \$62,230.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Challenger Teamwear was the second lowest bidder. Despite being the lowest bidder, Kalci Soccer's bid was rejected during evaluation due to documented past performance issues. Parks and Purchasing held a meeting with Kalci Soccer to address performance issues, while encouraging them to submit for the solicitation in 2026. All uniforms are paid for by registration fees for the program.
Amount for Approval:	\$ \$62,230.00

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

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHALLENGER TEAMWEAR, IN AN AMOUNT NOT TO EXCEED SIXTY-TWO THOUSAND TWO HUNDRED THIRTY DOLLARS (\$62,230.00), FOR SOCCER UNIFORMS NEEDED FOR THE BENTONVILLE PARKS AND RECREATION SOCCER PROGRAMS; AND FOR OTHER PURPOSES.

WHEREAS, Challenger Teamwear is the second lowest bidder for bid #IFB-25-06;

WHEREAS, the lowest bidder was disqualified due to documented past performance issues;

WHEREAS, this agreement covers uniform expenses for the Bentonville Parks and Recreation 2025-2026 Fall/Spring Soccer Program; and

WHEREAS, this expense is fully funded by registration fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Challenger Teamwear, for the Bentonville Parks and Recreation 2025-2026 Fall/Spring Soccer Program Uniform Expenses, in an amount not to exceed sixty-two thousand two hundred thirty dollars (\$62,230.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Creek Wenger
Phone:	479-253-5715	For Department(s):	Parks and Recreation
Email:	cwenger@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:	Ordinance Approving a Waiver of Bid to Purchase a Sports Champ Field Groomer
Action Recommendation & Justification:	Approving an Ordinance waiving competitive bidding to purchase a Sports Champ Field Groomer in the amount of \$81,834.28. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The Sports Champ is a turf Cleaner, for the maintenance and upkeep of the Parks and Recreation's artificially turfed fields. The Parks and Recreation department requests to purchase a ride-on turf cleaner which is only available from SMG - Machines Corporation. This is a budgeted item in the 2025 Budget.
Amount for Approval:	\$ 81,834.28

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

Capital Budget 105030-47410

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Creek Wenger, Parks and Recreation Manager
Date: April 23, 2025
Subject: Waiver of Bid – Purchase of Sports Champ Turf Cleaner from SMG Machines Corporation

Council approval of a bid waiver, in the amount of \$81,834.28, to SMG Machines Corporation for the purchase of a sports field groomer for artificial surface fields at Memorial and Phillips Park. The Sports Champ Turf Cleaner, is only available from SMG Machines Corporation. This is a budgeted item in the 2025 Parks and Recreation budget.

The turf groomer is essential for maintaining the park's artificially turfed athletic fields. The Sports Champ is the only ride-on turf maintenance equipment available that combines both a vacuum system and a rotating sweeping brush, making it the most effective solution for efficiently cleaning and maintaining artificial turf.

SMG Machines Corporation is the exclusive distributor of the Sports Champ in the United States. No alternative vendors or distributors are authorized to sell this equipment in our market, justifying the waiver of bid. Acquiring this equipment will eliminate the need for multiple, less-effective machines, and will help ensure the continued safety, performance, and longevity of our athletic fields through consistent and reliable maintenance.

Currently, it is estimated that using outside cleaning services, for Phillips and Memorial Parks, would cost \$17,000.00 per visit. Parks estimates it can perform at least four thorough sweeps per year with this new equipment. The currently used pull behind units do not include a vacuum system. The Sports Champ includes a vacuum feature that removes debris, sand, and pellets and sifts them for redistribution of clean infill back into the turf.

If you have questions concerning this item, please email Creek Wenger at cwenger@bentonvillear.com or call 479.217.3190.



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: Sports Champ SC3 – Turf Cleaner

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and SMG-Machines Corporation, hereinafter “Provider” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Provider as a result of Provider’s Quote (attached hereto as **Exhibit B**) to the City’s Invitation for Quotes, for the maintenance and upkeep of the Parks turfed fields, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of the one-time purchase and delivery of the Sports Champ SC3 – Turf Cleaner, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Provider shall be _____ . The primary contact for the City shall be the City of Bentonville Parks and Recreation Grounds Foreman, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be sixty (60) days, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Procurement Timeline:

1. Order for Sports Champ SC3 – Turf Cleaner per the unit prices attached herein, shall be placed by the Provider immediately following Purchase Order received from the City.

2. The Provider shall deliver the Sports Champ SC3 to the City within thirty (30) days of receipt of Purchase Order.

c. Any changes to the Term of this Contract or to the Construction Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. Owner's (City's) Contingency: Not applicable

c. Unsatisfactory Results. Provider agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Provider shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Provider shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Provider fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Provider's operations may be deducted from monies due to Provider.



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
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CITY OF BENTONVILLE, ARKANSAS

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5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Provider based upon the total quote price including tax, as defined herein, for the one-time purchase and delivery. Provider agrees to only deliver the type of goods outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: Not to Exceed \$81,834.28 (eighty-one thousand eight hundred thirty-four dollars and twenty-eight cents), including all taxes, materials, and equipment.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Provider shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The City agrees to remit an upfront payment of the total purchase price for the Sports Champ SC3 to the Provider upon execution of this Agreement.

b. This upfront payment is intended to secure the order, initiate processing, and cover any initial costs associated with preparing the Sports Champ SC3 for delivery to the City.

c. Unless otherwise specified, the upfront payment is non-refundable, except in the event that the Provider fails to deliver the Sports Champ SC3 in accordance with the agreed specifications and timeline, as outlined in herein.

d. The Provider shall issue a receipt or written confirmation to the Client upon receiving the upfront payment, acknowledging the amount and date received.



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
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8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Provider provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Provider until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Provider that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Provider fails to correct the service failure within forty-eight (48) hours of being notified, or if the Provider fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Provider under this Contract, City may terminate or reduce the amount of services to be provided by Provider under this Contract. In such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Provider agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Provider will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Provider's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.



11. INSURANCE. Provider 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 Provider's performance of the work; whether it is to be performed by the Provider, 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

In the event that any interruption or change in insurance coverage may occur, the Provider shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Provider agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Provider, its affiliates, subsidiaries, employees, agents, assignees, and subProviders and their respective employees and agents. Provider is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

[This space has been intentionally left blank]



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

13. SAFETY AND SUPERVISION. The Provider shall be solely responsible for the safety, supervision and direction of Provider's employees and personnel while performing the work pertaining to this Contract. The Provider shall utilize their best skills and general industry best practices to ensure a safe work environment for the Provider, Provider's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Provider shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

14. TAXES, LICENSES AND PERMITS. The Provider shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

15. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Provider as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Provider shall be solely liable for any damages caused by Provider, or Provider's employees or personnel, to such premises or otherwise in performance of this Contract.

16. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

17. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

18. INDEPENDENT PROVIDER. Provider is an independent Provider and is not an agent or employee of City.

19. COMPLIANCE WITH LAWS. Provider will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
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Bentonville, AR 72712

20. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the Benton County Circuit Court of Benton County, Arkansas.

21. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

22. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this Contract.

[Signature Page Follows]



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
_____ (effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): _____

Title: _____

SMG-Machines Corporation

Address: _____

Date: _____



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of Sports Champ SC3 – Turf Cleaner, for the maintenance and upkeep of the Parks and Recreation turfed fields. Delivery must be made to the specified location within the agreed-upon timeframe.

Location:

Lead Time: 4 Weeks after receipt of Purchase Order



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

PROVIDER'S QUOTE

SMG Machines Corporation
1615 Environs Ln,
Dalton, GA 30720

Quote

Date	Quote #
4/8/2025	118

Name / Address
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Ship To
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Delivery by	Rep
LTL - DAP	LB

Item	Description	Qty	Cost	Total
8800090	SportChamp SC3D 4 HL Multifunctional ride-on machine for the maintenance of artificial turf; 16,1 kW (21,9 HP); 3 cylinder water-cooled Kubota diesel engine; time-cycle controlled dedusting of the filter; hydrostatic driven; hydraulic hoisting cylinders for the frontal machining attachments and the filterbox; quick coupling system for the attachments; weight: 805 kg		51,547.50	51,547.50T
6220935	levelling brush device optional single row brush for the rear of the SportChamp; for the brushing of the artificial turf fibre		1,239.75	1,239.75T

Terms of payment: Advance payment

Total



SMG Machines Corporation
1615 Environs Ln,
Dalton, GA 30720

Quote

Date	Quote #
4/8/2025	118

Name / Address
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Ship To
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Delivery by	Rep
LTL - DAP	LB

Item	Description	Qty	Cost	Total
6211213	SportChamp rotating brush device rotating brush device with vacuum for the top cleaning of infilled artificial turf systems; intensive cleaning works, put upright fibres and loosening of the infilling and individual surface hardening; precisely adjustable working depth and a unique design of the chassis for a optimal redistribution of the infill and levelling of the field to reduce infill - and microplastic migration; adjustable sieve from 4-10 mm; working width 1.100 mm; weight: 135 kg; dimensions: 1320 x 1240 x 505 mm		12,789.00	12,789.00T
6400132	decompacting device SC1.32 For remove dirt from corners or for example to vacuum infill materials out of drainage channels and other inaccessible areas; vacuum hose 4000 cm; width handle and support for hang on the vacuum hose while driving; dimensions shipping: 1660 x 660 x 450 mm		3,197.25	3,197.25T

Terms of payment: Advance payment

Total

SMG Machines Corporation
1615 Environs Ln,
Dalton, GA 30720

Quote

Date	Quote #
4/8/2025	118

Name / Address
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Ship To
City of Bentonville 401 NE Moberly Ln. Bentonville, AR 72712

Delivery by	Rep
LTL - DAP	LB

Item	Description	Qty	Cost	Total
6400093	rigid brush device SC1.22 Rigid brush device with vacuum for maintain the top surface, put upright fibres and keep loosen the entire pitch; working width 1.600 mm; weight: 26 kg; dimensions: 1700 x 530 x 300 mm; dimensions shipping: 1400 x 600 x 400 mm		1,154.40	1,154.40T
6238775	brush unit		529.30	529.30T
6220297	Tow behind magnet ML1500 Tow behind magnet for the collection of metal debris on artificial turf; aluminium housing; heavy duty tires with ball bearings; quick clean mechanism; towing bar; forklift slots;		750.00	750.00T
3901000	Freight Costs		1,250.00	1,250.00T
			0.00%	0.00

Terms of payment: Advance payment

Total \$72,457.20





Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Parks and Recreation

Department 2 (if applicable)

Supplier Name

SMG Machines Corporation

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. ANY selection requires explanation in the additional space provided.

- ☒ 1. Items sold through vendor only; no other comparable vendor available.
- ☐ 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- ☐ 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- ☐ 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- ☒ 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- ☐ 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation: All SMG machines are sold exclusively through SMG Machines Corporation in the U.S.
There are no other authorized suppliers or distributors for these products in this market.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

The Sports Champ is the only ride-on turf cleaning equipment, featuring a vacuum and a rotating sweeping brush.

And, why is this feature necessary?

To efficiently and effectively clean and maintain the turf fields.

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

NO- There are no other authorized suppliers or distributors for these products in this market.

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

N/A

What would the agency do if the service or commodity were no longer available?

We would need to purchase multiple pieces of equipment to do the job, and even then, those products would not match the capabilities of this piece of equipment.

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

SMG Machines Corporation is the U.S. subsidiary of SMG Sportplatzmaschinenbau GmbH and the exclusive source for SMG equipment in the United States. All SMG machines are sold exclusively through SMG Machines Corporation in the U.S. There are no other authorized suppliers or distributors for these products in this market

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature

Date

3/10/20

Print Name

Chris Flores

Title

Foreman

E-mail Address

cflores@bentonvillear.com

Phone #

479-418-8642

Purchasing and Compliance Manager Approval



Justification appears appropriate.



Justification appears inappropriate. Explanation is attached.

Purchasing and
Compliance Signature

Date

4/9/25

City of Bentonville

401 NE Moberly Lane
Bentonville, AR 72712

Dalton, 07/03/25

Subject: Sole Source Letter for SMG Machines Corporation

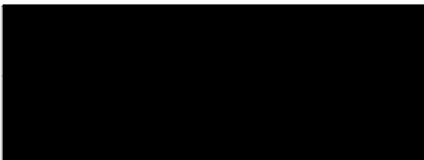
To Whom It May Concern,

SMG Machines Corporation is the U.S. subsidiary of SMG Sportplatzmaschinenbau GmbH and the exclusive source for SMG equipment in the United States.

All SMG machines are sold exclusively through SMG Machines Corporation in the U.S. There are no other authorized suppliers or distributors for these products in this market.

For any further information, please feel free to contact us.

Sincerely,



Andreas Mekanle
Group Commercial Manager

City of Bentonville
401 NE Moberly Ln.
Bentonville, AR 72712
United States of America

Quote

Invoice number AN2500013
Date 07.01.2025
Customer number D19149
Revisor Andreas Mekle

Please indicate in case of all queries !

Reference:	SportChamp + attachments	Our VAT-No.:	DE262026384
Your reference:	Alex/Scott	Your VAT-No.:	
Your receipt / date:	E-Mail: / 04.01.2025	Your tax No.:	
Dispatch by:	forwarder	E-Mail:	Andreas.Mekle@smg-machines.com
Terms of delivery:	DAP	Tel.:	07306-9665 14
Delivery date:	07.01.2025	Quote valid until	06.02.2025

Thank you very much for your inquiry. We take pleasure in submitting our net price quotation, which is based to our Terms of and Conditions of Trading (subject to alteration).

Pos.	Article No. Description	Quantity	Unit	Unit price	Total price
	The transaction will be handled via SMG Machines Corporation, located in Dalton, GA.				
1	8800090 SportChamp SC3D 4 HL 3 cylinder water-cooled diesel engine Multifunctional ride-on machine for the maintenance of artificial turf; 16,1 kW (21,9 HP); 3 cylinder water-cooled Kubota diesel engine; time-cycle controlled dedusting of the filter; hydrostatic driven; hydraulic hoisting cylinders for the frontal machining attachments and the filterbox; quick coupling system for the attachments; weight: 805 kg SMG dust filters comply with DIN EN60335-2-69/dust class "M" and EN779 "F8" or "F9"; powerful turbine and SMG dust filter for the filtration of dust with a high proportion of fines as well as granulate/fibre abrasion (microplastic). Options: - several attachments	1	pc.	51.547,50	51.547,50
2	6220935 levelling brush device	1	pc.	1.239,75	1.239,75

Carried forward 52.787,25 USD Page 1 / 3



Pos.	Article No. Description	Quantity	Unit	Unit price	Total price
	optional single row brush for the rear of the SportChamp; for the brushing of the artificial turf fibre; working width 1.300mm;				
3	6211213 rotating brush device - for pitches with sand/rubber infilling - - rotating brush device with vacuum for the top cleaning of infilled artificial turf systems; intensive cleaning works, put upright fibres and loosening of the infilling and individual surface hardening; precisely adjustable working depth and a unique design of the chassis for a optimal redistribution of the infill and levelling of the field to reduce infill - and microplastic migration; adjustable sieve from 4-10 mm; working width 1.100 mm; weight: 135 kg; dimensions: 1320 x 1240 x 505 mm; dimensions shipping: 1400 x 1250 x 500 mm	1	pc.	12.789,00	12.789,00
4	6400132 decompacting device SC1.32 SportChamp front attachment for the effective decompacting of infilling material and upright of artificial turf fibres; working width 1.700 mm; exact depth adjustment by four screw spindles; 170 spring steel elements 100 mm lengths - 3mm diameter; weight: 60 kg; dimensions: 1420 x 750 x 300 mm; dimensions shipping: 1500 x 1000 x 500 mm	1	pc.	3.197,25	3.197,25
5	6400093 rigid brush device SC1.22 - Rigid brush device with vacuum for maintain the top surface, put upright fibres and keep loosen the entire pitch; working width 1.600 mm; weight: 26 kg; dimensions: 1700 x 530 x 300 mm; dimensions shipping: 1400 x 600 x 400 mm	1	pc.	1.152,40	1.152,40
6	6238775 brush unit	2	pc.	529,30	1.058,60
7	6220297 Tow behind magnet ML1500 Tow behind magnet for the collection of metal debris on artificial turf; aluminium housing; heavy duty tires with ball bearings; quick clean mechanism; towing bar; forklift slots; working width 1.500mm (60");	1	pc.	750,00	750,00
8	9900035 machine instruction/training - on-site training by SMG Supervisor	1	pc.	1.750,00	1.750,00
9	3901000 freight and packing costs Forklift required for unloading - est. transit time - 3-5 business days	1	pc.	1.250,00	1.250,00

Carried forward 74.734,50 USD

Page 2 / 3

Pos.	Article No. Description	Quantity	Unit	Unit price	Total price
10	1000000 TAX (9,5%) If no Tax Exemption Certificate is existing.	1	pc.	7.099,78	7.099,78

The machines will be available from mid-February.

Subtotal	USD	81.834,28
plus VAT 0% of	81.834,28	0,00
Total sum	USD	81.834,28

Advance payment without discount.

We very much appreciate receiving your corresponding order soonest. For further questions we kindly stand at your disposal.
Subject to goods being unsold.

The above prices do not include banking charges. Therefore, banking charges are at your cost.

Subject to prior sale.

Allgemeine Geschäftsbedingungen der SMG Sportplatzmaschinenbau GmbH

§ 1 Geltungsbereich

- Die Geschäftsbedingungen der SMG Sportplatzmaschinenbau GmbH (SMG) finden nur Anwendung auf die in § 310 BGB benannten Unternehmer, juristischen Personen des öffentlichen Rechts oder öffentlich rechtlichen Sondervermögen.
- Angebote, Angebotannahmen, Auftragsbestätigungen, Lieferungen und Leistungen der SMG erfolgen ausschließlich aufgrund dieser Geschäftsbedingungen. Diese gelten auch für alle künftigen Geschäftsbeziehungen, selbst wenn sie nicht nochmals ausdrücklich vereinbart werden. Die Geschäftsbedingungen gelten spätestens mit Entgegennahme der Ware oder Leistung als angenommen. Jeglichen Bedingungen oder vertragstypischen Bestimmungen des Kunden wird widersprochen; diese Bestimmungen werden gegenüber der SMG nur wirksam, wenn die SMG diesen Änderungen schriftlich zustimmt.
- Alle Vereinbarungen, die zwischen der SMG und dem Kunden zur Ausführung dieses Vertrages getroffen werden, sind in diesem Vertrag schriftlich niederzulegen.

§ 2 Angebot und Vertragsschluss

Die Angebote der SMG sind freibleibend und widerruflich. Die Aufträge gelten erst als angenommen, wenn sie von der SMG schriftlich bestätigt werden oder eine stillschweigende Lieferung erfolgt. Absprachen, die mündlich durch Außendienstmitarbeiter der SMG getroffen werden, bedürfen zu ihrer Wirksamkeit der schriftlichen Bestätigung der SMG. Der Auftragsbestätigung der SMG muss binnen drei Tagen widersprochen werden, sonst gilt der Vertrag in allen Einzelheiten als vom Käufer als angenommen. Zeichnungen, Abbildungen, Maße, Gewichte und sonstige Leistungsangaben sind nur verbindlich, wenn dies ausdrücklich vereinbart wird. Die Verkaufungsstellen der SMG sind nicht befugt, mündliche Nebenabreden zu treffen oder mündliche Zusicherungen zu geben, die über den Inhalt des schriftlichen Vertrages hinausgehen.

§ 3 Preise

- In die Preise gelten mangels besonderer Vereinbarung ab Werk, einschließlich Ladung im Werk, jedoch ausschließlich Verpackung und Entladung. Zu den Preisen kommt die Umsatzsteuer in der jeweiligen gesetzlichen Höhe hinzu.
- Soweit nichts anderes angegeben ist, hält sich die SMG 30 Tage an die in ihren Angeboten genannten Preise. Maßgeblich sind die in der Auftragsbestätigung der SMG genannten Preise zuzüglich der jeweiligen gesetzlichen Mehrwertsteuer.
- Die Kosten der Verpackung sowie Transport- und etwaige Transportversicherungskosten hat der Abnehmer zusätzlich zu zahlen. Bei Auslandslieferungen gehen Zolllasten und Gebühren zu Lasten des Kunden.

§ 4 Anzahlung

- Bei Aufträgen ab einem Preis oberhalb von € 50.000,00 brutto ist mit unserer Auftragsannahme eine Anzahlung von 30% des vereinbarten Preises zur Zahlung fällig.
- SMG kann die Auftrags Erfüllung vom Eingang der Anzahlung abhängig machen.

§ 5 Lieferung, Fristen für Lieferung, Verzug, Haftungsbeschränkung

Liefertermine oder –fristen, die verbindlich oder unverbindlich vereinbart werden können, bedürfen der Schriftform. Die Lieferfrist wird mit der Aufgabe der Ware zum Transport gewahrt. Nach Überschreiten einer unverbindlichen Lieferzeit von 4 Wochen kann der Kunde die SMG auffordern, binnen angemessener Frist zu liefern. Mit dieser Mahnung kann ein Lieferverzug begründet werden. Ist für die Leistung der SMG eine Mitwirkung des Kunden erforderlich oder vereinbart, so verlängert sich die Lieferzeit um die Zeit, die der Kunde dieser Verpflichtung nicht nachgekommen ist.

Bei Verzögerungen in Folge einer veränderten Anforderung des Kunden oder bei unrichtiger und nicht rechtzeitiger – unverschuldeter – Selbstbelieferung, verlängert sich der Liefer- oder Leistungstermin entsprechend.

Soweit die SMG ihre vertraglichen Leistungen in Folge Arbeitskampf, höherer Gewalt oder anderer für die SMG unabwendbarer Umstände nicht oder nicht fristgerecht erbringen kann, verlieren Termine und Fristen, die sich am ursprünglichen Vertragsgegenstand orientieren ihre Gültigkeit. Die SMG hat Anspruch auf erbrachte Teilleistungen. Die SMG ist zum Rücktritt berechtigt, wenn in Folge nicht vorhersehbarer, durch zumutbare Aufwendungen nicht überwindbare Leistungshindernisse Teile, die für die Herstellung der Produkte notwendig sind, nicht mehr oder nicht innerhalb eines wirtschaftlich sinnvollen Zeitraums lieferbar sind.

Kommt die SMG mit ihrer Leistung in Verzug, kann der Kunde eine angemessene Nachfrist zur Lieferung der Sache setzen, mit dem Hinweis, dass er die Abnahme der Sache nach Ablauf der Frist ablehnt. Die Nachfrist soll 14 Tage betragen; soweit es sich um Sonderkonstruktionen handelt soll die Nachfrist 21 Tage betragen.

Hat die SMG die Nichteinhaltung verbindlich zugesagter Fristen und Termine zu vertreten oder befindet sie sich im Verzug mit abgelieferter Nachfrist, so hat der Käufer Anspruch auf eine Verzugsentschädigung in Höhe von 0,5% des Nettoverzeugsbetrages für jede Woche des Vollzugs. Insgesamt hat der Kunde Anspruch auf höchstens 5% des Preises für den Teil der Lieferung, der wegen des Verzugs nicht zweckdienlich in Einsatz genommen werden konnte.

Entschädigungsansprüche des Kunden, die über die vorgenannten Grenzen hinausgehen, sind in allen Fällen verspäteter Lieferung, auch nach Ablauf einer der SMG etwa gesetzten Nachfrist, ausgeschlossen. Dies gilt nicht, soweit sie auf Vorsatz oder grobe Fahrlässigkeit der SMG, seiner Vertreter oder Erfüllungsgehilfen beruhen oder wenn irrende wesentliche Vertragspflicht auf Seiten der SMG verletzt wurde. Eine Änderung der Beweislast zum Nachteil des Kunden ist hiermit nicht verbunden. Das gesetzliche Rücktrittsrecht des Kunden bleibt unberührt.

Werden Versand bzw. Annahme des Liefergegenstandes aus Gründen verzögert, die der Kunde zu vertreten hat, so werden ihm, beginnend 14 Tage nach Meldung der Versand- bzw. Abnahmebereitschaft, die durch die Verzögerung entstandenen Kosten berechnet.

§ 6 Gefährübergang Abnahme

Die Gefahr geht auf den Käufer über, sobald die Sendung an die den Transport ausführenden Personen übergeben worden ist, zum Zwecke der Versendung des Lager der SMG verlassen hat oder 14 Tage nach Mitteilung der Versandbereitschaft durch die SMG.

Der Kunde ist verpflichtet, gelieferte Gegenstände auch dann anzunehmen, wenn geringfügige Mängel vorhanden sind.

§ 7 Gewährleistung

Der Kunde muss die Ware untersuchen und etwaige Rügen schriftlich erheben. Für Rechtsmängel und Garantien haftet die SMG unbeschränkt. Das Gleiche gilt für Schäden aus Verletzung des Lebens, des Körpers und der Gesundheit, die von Organen oder Erfüllungsgehilfen der SMG verursacht werden. Die Haftung nach dem Produkthaftungsgesetz bleibt unberührt.

Für vorsätzliche oder grob fahrlässige Pflichtverletzungen haftet die SMG mit der Maßgabe, dass in allen Fällen grob fahrlässiger Schadenversuchung durch einfache Erfüllungsgehilfen die Haftung auf entfernte Folgeschäden auf die Höhe des fachen des Vertragspreises beschränkt ist.

Für leichte Folgeschäden haftet die Organe der SMG und deren Erfüllungsgehilfen begrenzt auf den vertragstypisch vorhersehbaren Schaden unter Ausschluss der Haftung für weitere Folgeschäden in Höhe von maximal dem 3fachen des Vertragspreises.

Sofern das Schadenereignis von der Haftpflichtversicherung der SMG erfasst ist, ist die Ersatzpflicht auf die Versicherungsleistung beschränkt.

Bei Rückgriffsansprüchen anderer Unternehmer ist der Ausgleich auf den Ersatz des unmittelbaren Schadens oder auf die Versicherungsleistung begrenzt.

Die SMG übernimmt keine Verantwortung dafür, dass die Ware für einen bestimmten Zweck geeignet ist, es sei denn, sie hat diese Haftung ausdrücklich bestimmt. Für Defekte der Ware, die auf eine Warenbeschreibung oder Spezifikation des Kunden zurückgehen, übernimmt die SMG keine Verantwortung.

Werden Betriebs- oder Wartungshinweise der SMG nicht befolgt, Änderungen an den Produkten vorgenommen, Teile ausgewechselt oder Verbrauchsmaterialien verwendet, die nicht den Originalspezifikationen entsprechen, entfällt die Gewährleistung. Soweit der Kunde die substantiiert vorgebrachte Behauptung, dass es einer dieser Umstände den Mangel herbeigeführt hat, nicht widerlegt, die Gewährleistungsfrist beträgt 1 Jahr, gerechnet ab Lieferung. Ein Nacherfüllungs-/Nachbesserungsanspruch ist ausgeschlossen, wenn eine Nachbesserung mit einem unverhältnismäßigen Aufwand verbunden wäre. Die Nacherfüllung/Nachbesserung erfolgt grundsätzlich kostenfrei. Liegt ein von der SMG zu vertretender Mangel der Kaufsache vor und ist die SMG zur Mängelbeseitigung oder Ersatzlieferung nicht bereit oder nicht in der Lage, ist der Käufer nach seiner Wahl berechtigt, vom Vertrag zurückzutreten oder den Kaufpreis zu mindern.

§ 8 Eigentumsvorbehalt

- Bis zur Erfüllung aller Forderungen (einschließlich sämtlicher Saldoforderungen aus Kontokorrent), die der SMG gegen den Kunden zustehen, bleibt die Ware Eigentum der SMG. Die SMG gibt die ihr zustehenden Sicherheiten auf Verlangen des Kunden insoweit frei, als der realisierbare Wert der Sicherheiten die der SMG zustehenden Forderungen übersteigt. Die Auswahl der freizugebenden Sicherheiten trifft die SMG.
- Der Kunde ist berechtigt, die Vorbehaltsware im gewöhnlichen Geschäftsbetrieb zu benutzen, zu verarbeiten oder weiterzuveräußern, solange er nicht in Verzug ist. Verpfändungen oder Sicherungsübereignungen sind unzulässig. Die aus dem Weiterverkauf oder einem sonstigen Rechtsgrund bezüglich der Vorbehaltsware entstehenden Forderungen (einschließlich aller Saldoforderungen aus Kontokorrent) tritt der Kunde sicherungshalber in vollem Umfang an die SMG ab. Die SMG ermächtigt den Kunden widerruflich, die an sie abgetretenen Forderungen für ihre Rechnung im eigenen Namen einzuziehen. Diese Einzugsermächtigung kann nur widerrufen werden, wenn der Kunde seinen Zahlungsverhalten nicht ordnungsgemäß nachkommt.

Sind Waren verarbeitet und ist die Weiterverarbeitung auch mit Teilen, an denen die SMG kein Eigentum hat, erfolgt, so erwirbt SMG entsprechendes Teileigentum. Dasselbe gilt im Falle der Vermischung von Gütern der SMG mit denjenigen anderer.

Bei Pfändungen und sonstigen Eingriffen Dritter hat der Kunde die SMG unverzüglich zu benachrichtigen, damit die SMG ihre Eigentumsrechte durchsetzen kann. Soweit der Dritte nicht in der Lage ist, der SMG die hierdurch entstandenen gerichtlichen und außergerichtlichen Kosten zu erstatten, haftet der Kunde.

Bei Zahlungsverzug oder Zahlungsschwierigkeiten oder bei vertragswidrigem Verhalten des Kunden ist die SMG berechtigt, die Vorbehaltsware zurückzunehmen oder gegebenenfalls die Abtretung der Herausgabe der Ansprüche des Kunden gegenüber Dritten zu verlangen. Die Rücknahme der Ware gilt nur dann als Rücktritt vom Vertrag, wenn dies die SMG ausdrücklich in schriftlicher Form angezeigt hat. Alle mit der Rücknahme verbundenen Transport- und Lagerkosten gehen zu Lasten des Kunden. Das Gleiche gilt für eine etwaige Wertminderung.

§ 9 Zahlungsbedingungen

- Bei Zahlungen innerhalb von zehn Tagen nach Rechnungsstellung ist ein Abzug von 2% Skonto gestattet. Dies gilt nicht für Zahlung mit Wechsel. Der Verkäufer ist berechtigt, trotz anders lautender Bestimmungen des Kunden, Zahlungen zunächst auf dessen ältere Schulden anzurechnen. Über die Art der erfolgten Verrechnung wird der Kunde den Käufer informieren. Sind bereits Kosten und Zinsen entstanden, so ist die SMG berechtigt, die Zahlung zunächst auf die Kosten, dann auf die Zinsen und zuletzt auf die Hauptleistung anzurechnen.
- Eine Zahlung gilt erst dann als erfolgt, wenn die SMG über den Betrag verfügen kann. Im Falle der Zahlung durch Scheck oder Wechsel gilt die Zahlung erst als erfolgt, wenn der Scheck oder Wechsel von einer Bank eingelöst wird. Im übrigen gelten die gesetzlichen Bestimmungen über den Verzug und die Höhe der Verzugszinsen, wenn der Kunde keinen geringeren Schaden nachweist.

Falls der Kunde seinen Zahlungsverpflichtungen am Fälligkeitssdatum nicht nachkommt, kann die SMG – ohne die Aufgabe weiterer ihr zustehender Rechtsansprüche – den Vertrag kündigen und weitere Lieferungen an den Kunden aussetzen und die gesamte Restschuld fällig stellen.

Der Kunde ist zur Aufrechnung, Zurückbehaltung oder Minderung nur berechtigt, wenn die Gegenansprüche rechtskräftig festgestellt worden oder unstreitig sind. Zur Zurückbehaltung ist der Kunde wegen Gegenansprüchen aus demselben Vertragsverhältnis berechtigt.

§ 10 Unmöglichkeit, Vertragsanpassung

Soweit die Lieferung unmöglich ist, ist der Kunde berechtigt, Schadenersatz zu verlangen, es sei denn, dass die SMG die Unmöglichkeit nicht zu vertreten hat. Jedoch beschränkt sich der Schadenersatzanspruch des Kunden auf 10% des Wertes desjenigen Teils der Lieferung, der wegen der Unmöglichkeit nicht in zweckdienlichen Betrieb genommen werden kann. Diese Beschränkung gilt nicht, soweit in den Fällen des Vorsatzes, der groben Fahrlässigkeit oder der Verletzung einer wesentlichen Vertragspflicht gehaftet wird. Eine Änderung der Beweislast zum Nachteil des Kunden ist hiermit nicht verbunden. Das Recht des Kunden zum Rücktritt vom Vertrag bleibt unberührt. Bei vorübergehender Unmöglichkeit kommt § 4 (Lieferung, Fristen für Lieferung, Verzug, Haftungsbeschränkung) zur Anwendung.

Sofern unvorhersehbare Ereignisse i. S. v. § 4 dieser AGB die wirtschaftliche Bedeutung oder den Inhalt der Lieferung erheblich verändern oder auf den Betrieb der SMG erheblich einwirken, wird der Vertrag unter Beachtung von Treue und Glauben angemessen angepasst. Soweit dies wirtschaftlich nicht vertretbar ist, steht der SMG das Recht zu, vom Vertrag zurückzutreten. Macht die SMG von diesem Rücktrittsrecht Gebrauch, so hat sie dieses nach Erkenntnis der Tragweite des Ereignisses unverzüglich dem Kunden mitzuteilen. Dies gilt auch dann, wenn zunächst mit Kunden eine Verlängerung der Lieferzeit vereinbart war.

§ 11 Anwendbares Recht, Gerichtsstand

Für diese Geschäftsbedingung und die gesamten Rechtsbeziehungen zwischen der SMG und dem Kunden gilt das Recht der Bundesrepublik Deutschland.

Soweit der Kunde Volkaukmann, juristische Person des öffentlichen Rechts oder öffentlich rechtlich sondervermögend ist, ist der Sitz der SMG ausschließlicher Gerichtsstand für alle sich aus dem Vertragsverhältnis unmittelbar oder mittelbar ergebenden Streitigkeiten.

Sollte eine Bestimmung in diesen Geschäftsbedingungen oder eine Bestimmung im Rahmen sonstiger Vereinbarungen unwirksam sein oder werden, so wird hiervon die Wirksamkeit aller sonstigen Bestimmungen oder Vereinbarungen nicht berührt.

General Terms and Conditions of Business of SMG Sportplatzmaschinenbau GmbH

§ 1 Area of applicability

- The General Terms and Conditions of Business of SMG Sportplatzmaschinenbau GmbH (SMG) are only applicable to transactions with commercial enterprises and legal persons or entities under public law named in § 310 of the German Civil Code.
- Offers, the acceptance of offers, order confirmations, deliveries and other services performed by SMG are subject exclusively to these terms and conditions of business. They also apply to all future business dealings even if they are not again expressly agreed. The Terms and Conditions of Business are deemed to have been accepted at the latest when goods and/or performance are accepted. All conditions or contractual stipulations of the customer will have validity for SMG only if SMG has accepted such changes in writing.
- All agreements made between SMG and the customer in connection with the fulfillment of this contract must be included in it in writing.

§ 2 Offer and Conclusion of Contract

SMG's offers are subject to confirmation and revocable. Orders are first deemed to be accepted when they have been confirmed in writing by SMG or implicitly fulfilled. Oral agreements arrived at with SMG field workers must be confirmed in writing by SMG to be effective. If no objection to an order confirmation is raised within three days the contract is deemed to have been accepted by the customer in its entirety. Drawings, illustrations, dimensions, weight and other information relating to performance are binding only if they have been expressly agreed. SMG sales personnel are not authorized to make ancillary agreements or to give oral assurances which go beyond the contents of the written contract.

§ 3 Prices

- In the absence of any special agreement to the contrary, prices are ex-works, including loading in the works, but excluding packing and unloading. To the prices is added VAT at the rate applicable in the place of destination.
- If no other price is quoted SMG remains bound for 30 days by the offer price given in SMG's order confirmation plus the applicable VAT.
- The costs of packing, transport and any transport insurance are borne by the customer, as are customs duties in the case of export orders.

§ 4 Deposit

- For orders above a gross price of more than € 50,000.00 a 30% deposit of the agreed price is payable after order acceptance.
- SMG may fulfill the order dependent on the receipt of the deposit.

§ 5 Deliveries, delivery times, default or delay, limitations of liability

Delivery dates or times, which may be agreed to be binding or non-binding, must be in writing. The delivery time counts from the time of handover to the transport facility.

If a non-binding delivery time of 4 weeks is exceeded the customer can require SMG in writing to complete delivery within a further, reasonable, specified period of time. Failure to comply with this requirement can constitute grounds for claiming that the supplier is in default. If the customer's cooperation is necessary or has been agreed for the performance of SMG, the delivery time is lengthened by the length of time the customer fails to fulfil his obligation.

Following delays caused by a customer's changed instructions or in the case of incorrect and late deliveries, for which the supplier cannot be held responsible, the delivery time is correspondingly lengthened

If SMG cannot fulfil, or cannot fulfil in time, its contractual commitments as a result of a labour dispute, force majeure or some other circumstance beyond SMG's control, contractually agreed dates and delivery times lose their validity. SMG is entitled to charge for completed part-performance. SMG is entitled to withdraw from the contract if, as a result of unforeseeable impediments to performance which cannot be overcome by reasonable expenditure, i.e. the inability to obtain, or to obtain within an economically sensible period of time, parts which are essential in the manufacture of the product.

If there is a delay in delivery, the customer can allow SMG an appropriately extended period of time while also giving notice that acceptance will be refused if the period of grace is exceeded. This extra period of time shall be 14 days or, in the case of a special construction, 21 days.

If SMG is responsible for non-adherence to binding delivery dates and times, and has exceeded the extra period of grace, the customer is entitled to default compensation amounting to 0.5% of the net invoice price for each complete week of delay. The customer is entitled to a maximum of 5% of the price of the part of the delivery which could not be put to use because of the delay.

In all cases of late delivery, including failure to observe the period of grace given to SMG, compensation beyond the limits specified above is excluded. This does not apply if the delay is attributable to the willful or grossly negligent conduct of SMG, its representatives, servants or agents, or if SMG has failed to fulfil an important contractual responsibility. This is not linked to any change in the burden of proof which would be to the disadvantage of the customer. The legal right of the customer to withdraw from the contract remains unaffected.

If the customer is responsible for a delay in the despatch or acceptance of the delivery item he will be charged for the expense caused by the delay, starting 14 days after he has been notified that the supplier is ready to despatch or effect delivery.

§ 6 Passing over of risk, acceptance

Risk passes to the customer as soon as the goods are handed over to the persons carrying out the transport, after they leave SMG's store facility, or 14 days after SMG's notification of readiness to despatch.

The customer is obliged to accept delivered goods, also when there are minor defects or deficiencies.

§ 7 Warranty

The customer must inspect the goods without delay and report any defects or deficiencies in writing. SMG has unlimited liability for defects or deficiencies in title and guarantees. The same applies to personal injury or damage to health caused by organs or agents of SMG. Liability pursuant to product liability law remains unaffected.

SMG bears liability for willful or grossly negligent violations of contractual duty with the proviso that in cases of damage caused by the gross negligence of persons employed to assist in the performance of the contractual obligation, liability for remote consequential damage is limited to five times the contractual price.

SMG bears liability for minor negligence on the part of its organs and their officers limited to contract-typical, foreseeable damage excluding liability for further consequential damage amounting to a maximum of three times the contracted price.

Insofar as the case of damage is covered by SMG's third party liability insurance the obligation to pay compensatory damages is limited to the insurance benefit.

In the case of recourse claims made by other firms the compensatory settlement is limited to compensation for the direct damage or to the insurance benefit. SMG bears no responsibility for ensuring that the goods are suitable for a particular purpose unless such liability has been expressly stipulated. SMG bears no responsibility for defects in the goods which derive from a description of the goods or specifications provided by the customer.

The warranty becomes invalid if SMG's maintenance instructions are not followed, modifications are made to the products or replacement parts or materials are used which do not correspond to the original specifications, insofar as the customer does not challenge a substantiated declaration that the defect was originally caused by one of the above circumstances. The warranty period is 1 year from the date of delivery. An obligation to remedy a defect or deficiency complained of is excluded when such remedial improvement would involve disproportionate expenditure. The remedying of defects or deficiencies is basically free of charge.

If the purchased article reveals a defect or deficiency for which SMG is responsible and if SMG is not prepared or able to correct the fault or supply a replacement, the customer may elect to withdraw from the contract or reduce the purchase price.

§ 8 Reservation of title

- Until all debts owing to SMG have been settled (including all current account claims) by the customer, the goods remain the property of SMG. If requested by the customer, SMG will release the securities to which it is entitled, to the extent that their realisable value exceeds the amount that is owed to SMG by the customer. The choice of the securities to be released is made by SMG.
- The customer is entitled to use the reserved goods for normal business purposes and to process or sell them as long as he is not in default with payment to SMG. Pledging or using as security is not permissible. The customer assigns to SMG, as security, all claims (including current account settlement claims) may have arising from resale of the reserved goods or on any other legal basis with regard to the reserved goods SMG revocably empowers the customer, on his own account and in his own name, to call in claims which have been assigned to SMG. This call-in authorization may be revoked only if the customer is in default with payments to SMG.

If the goods have been processed and this further processing has involved using parts in which SMG has no property rights SMG acquires a corresponding part ownership. The same applies if goods from SMG are mixed with goods from other firms.

The customer is required to inform SMG without delay if pledging or any other involvement of third parties with the goods occurs so that SMG can assert its property rights. Insofar as such third party is not able to reimburse SMG for SMG's court and out-of-court costs in asserting its property rights, liability is borne by the customer.

In the customer is in default, has difficulties in making payments or is guilty of conduct in violation of the contract, SMG has the right to recover the reserved goods or if necessary to require the assignment to SMG of the customer's claims against a third party. The recovery of the goods implies withdrawal from the contract only if SMG has stated this expressly in writing. All transport and storage costs linked with the recovery of the goods are borne by the customer. The same applies to any associated reduction in the value of the goods.

§ 9 Conditions of payment

- A cash discount of 2% may be deducted from payments made within 10 days following presentation of the invoice. This does not apply to payments made with bills of exchange. Notwithstanding other provisions made by the customer, the seller is entitled first of all to set payments made by the customer against older debts. SMG will inform the customer of the way in which payments are assigned.
- If costs have been incurred and interest becomes due, SMG is entitled first to use a payment to cover the costs and meet the interest payments and lastly to reduce or settle the debt itself.
- A payment is first deemed to have been made when SMG has access to the amount concerned. If payment is made by cheque or bill of exchange the payment is first deemed to have been made when the cheque or bill of exchange has been honoured by a bank. In other respects, the question of default and the amount of default interest are subject to the provisions of the law when the customer does not prove a lesser amount of damage.

In the event that the customer fails to make payment on the due date, SMG can – without relinquishing other legal claims to which it is entitled – give notice of termination of the contract, stop further deliveries to the customer and give notice that the outstanding balance of the customer's debt is immediately due.

The customer is entitled to offset, withhold payment or make a deduction only when counter-claims have been recognized by declaratory judgment or are incontestable. The customer is entitled to withhold payment only when counter-claims arise from the same contractual relationship.

§ 10 Impossibility of performance, adaptation of contract

Should delivery be impossible, the customer is entitled to demand compensatory damages unless SMG is not responsible for the impossibility. The customer's damages claim is, however, limited to 10% of the value of that part of the consignment which could not be put to use because of the impossibility. This limitation does not apply in cases involving liability for willful misconduct or gross negligence or violation of an important contractual duty. This is not linked to any change in the burden of proof to the disadvantage of the customer. The legal right of the customer to withdraw from the contract remains unaffected.

In the case of temporary impossibility of performance, § 4 (Deliveries, delivery times, default or delay, limitations of liability) applies

Insofar as unforeseen events within the meaning of § 4 of these terms and conditions of business significantly change the commercial importance or contents of the delivery or have an important effect on SMG's business activities the contract, while observing the principles of good faith, will be appropriately adapted. If this is economically not justifiable, SMG has the right to withdraw from the contract. If SMG exercises this right to withdraw, the company must inform the customer without delay as soon as the implications of the occurrence have been recognized. This also applies when an extension of the delivery time was first agreed with the customer.

§ 11 Applicable law, place of jurisdiction

These terms and conditions of business and the whole legal relationship between SMG and the customer are subject to the laws of the Federal Republic of Germany.

In as far as the customer is a businessman, or a legal person or entity under public law, the place where SMG is located is the exclusive place of jurisdiction for all disputes which arise, directly or indirectly, out of the contractual relationship.

Should any provision in these terms and conditions of business or any provision within the context of other agreements be or become ineffective, the remaining provisions or agreements will remain unaffected.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SMG MACHINES CORPORATION, IN THE AMOUNT OF EIGHTY-ONE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND TWENTY-EIGHT CENTS (\$81,834.28), FOR THE PURCHASE OF A SPORTS CHAMP FIELD GROOMER; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation Department requests to purchase a Sports Champ Field Groomer to clean artificial surface fields at Memorial and Phillips Park;

WHEREAS, a ride-on groomer is essential to adequately clean the turf for the maintenance and upkeep of the park's artificially turfed athletic fields;

WHEREAS, SMG Machines Corporation is the only provider of said ride-on groomer; therefore, bidding would not result in competitive submittals; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with SMG Machines Corporation, for the purchase of one (1) Sports Champ Field Groomer, in an amount not to exceed eighty-one thousand eight hundred thirty-four dollars and twenty-eight cents (\$81,834.28);

Section 2: Due to the need of a ride-on field groomer only available from SMG Machines Corporation, it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived;

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

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Creek Wenger
Phone:	479-253-5715	For Department(s):	Parks and Recreation
Email:	cwenger@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 Four (4) SCAG Cheetah 2 Mowers through Sourcewell
Action Recommendation & Justification:	A Resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store, through the participation of Sourcewell Contract, in the amount of \$65,323.16 plus applicable taxes. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The acquisition of these new mowers is necessary to replace older, outdated equipment. This investment will ensure that our team has access to modern, reliable tools, enabling them to perform their duties more efficiently and safely. Use of a cooperative is allowed pursuant to Arkansas State Statute §19-11-249. Purchasing performed an evaluation of 031121-SCG, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy.
Amount for Approval:	\$ 65,323.16

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

Capital budget 105030-47410

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Memo



To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks and Recreation Maintenance Manager

Date: April 9, 2025

Re: Resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store, through the participation of Sourcewell Contract ID #031121-SCG in the amount of \$65,323.16 plus applicable taxes.

Resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store, through the participation of Sourcewell Contract ID #031121-SCG in the amount of \$65,323.16 plus applicable taxes. This is a budgeted item. No budget adjustment is needed.

A SCAG Mower is a commercial quality, zero-turn radius mower with a 60" mowing deck. It's a high quality commercial mower that is very reliable and tough to damage.

This item is a 2025 budgeted item. The acquisition of these new mowers is necessary to replace older, outdated equipment. This investment will ensure that our team has access to modern, reliable tools, enabling them to perform their duties more efficiently and safely.

If you have questions concerning this item, please email Creek Wenger at cwenger@bentonvillear.com or call 479.217.3190.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: May 13, 2025

SUBJECT: The purchase of four (4) new SCAG Cheetah mowers

The Purchasing Department respectfully requests that the City Council approve a resolution authorizing the purchase of four (4) new SCAG Cheetah mowers from The Hardware Store in the amount of \$65,323.16 for use by the Parks Maintenance Division.

This purchase is a budgeted expenditure for the current fiscal year and is necessary to support ongoing maintenance operations within the City's park system. The acquisition will be made utilizing the Sourcewell Cooperative Purchasing Contract ID #031121-SCG, which provides competitively solicited pricing in accordance with public procurement standards.

Use of a cooperative purchasing agreement is allowed pursuant to Arkansas State Statute §19-11-249. The Purchasing Department conducted an evaluation of Sourcewell Contract 031121-SCG and determined that the solicitation process complied with both Arkansas State law and the City's adopted Purchasing and Compliance Policy, which allows for cooperative purchasing in lieu of formal bidding when it serves the City's best interest.

Therefore, the Purchasing Department respectfully requests that City Council approve the resolution authorizing this purchase through the Sourcewell cooperative contract, as outlined.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE HARDWARE STORE, FOR THE PURCHASE OF FOUR (4) SCAG CHEETAH MOWERS, IN THE AMOUNT OF SIXTY-FIVE THOUSAND THREE HUNDRED TWENTY-THREE DOLLARS AND SIXTEEN CENTS (\$65,323.16), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department needs to purchase four (4) new SCAG Cheetah mowers from The Hardware Store;

WHEREAS, this purchase is through the participation of Sourcewell Contract ID #031121-SCG;

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with The Hardware Store, for the purchase of four (4) new SCAG Cheetah mowers, in the amount of sixty-five thousand three hundred twenty-three dollars and sixteen cents (\$65,323.16); plus applicable taxes;

Section 2: Since this purchase is being made through participation of Sourcewell Contract ID #031131-SCG, determining that solicitation is in line with both Arkansas State law and the City's Purchasing Policy, this does not need to be bid;

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

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Creek Wenger
Phone:	(479)271-3109	For Department(s):	Bentonville Parks and Recreation
Email:	Cwenger@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 Award Bid IFB-25-29 for Lawrence Plaza Splash Pad Resurface
Action Recommendation & Justification:	Resolution authorizing an agreement with Epoxy Coating Specialist, LLC for the Lawrence Plaza Splash Pad resurfacing project, in the amount of \$111,300.03. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Lawrence Plaza's concrete surface has deteriorated from years of use. A new Res-Tek Dek-Guard coating will improve safety, durability, and aesthetics, preserving the facility for continued community use. Epoxy Coating Specialist, LLC was the lowest bid received.
Amount for Approval:	\$ 111,300.03

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

Capital Budget 105030-47390

City of Bentonville, Arkansas

City Hall

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Memo



To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Creek Wenger, Parks and Recreation Maintenance Manager

Date: May 13, 2025

Re: Council approval of Bid Award IFB 25-29 to Epoxy Coating Specialist, in the amount of \$111,300.03 for the resurfacing of the Lawrence Plaza splash pad and ice rink.

Council approval of Bid Award IFB 25-29 to Epoxy Coating Specialist, in the amount of \$111,300.03 for the resurfacing of the Lawrence Plaza splash pad and ice rink. This is a budgeted item.

Lawrence Plaza serves as a key recreational facility for the community, operating as a splash pad in the summer and an ice rink in the winter. Over the past 15 years, the concrete surface has significantly deteriorated due to continuous exposure to water and freezing temperatures. The proposed Res-Tek Dek-Guard Flexible Commercial Coating System will provide a durable, slip-resistant, and temperature-resilient overlay that is compatible with the chilled concrete surface. This upgrade will enhance user safety, improve overall aesthetics, and preserve the integrity of the facility, ensuring it remains a vibrant and functional community space for years to come.

If you have questions concerning this item, please email Creek Wenger at cwenger@bentonvillear.com or call 479.217.3190.



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/3/25	Time of Bid Opening:	2:00 PM	IFB-25-28
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Solicitation Title: Lawrence Plaza Splash Pad Resurfacing

Bidders:				Epoxy Coating Specialists, LLC		Milestone Construction Company	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price
1	1	Lump Sum	Mobilization, Site Safety, Signage	\$0.00	\$0.00	\$5,232.50	\$5,232.50
2	1	Lump Sum	Small-Scale Mockup and Adhesive Testing	\$0.00	\$0.00	\$2,242.50	\$2,242.50
3	1	Lump Sum	Full Coating of Adhesive System across 6,000 sq ft surface	\$111,300.00	\$111,300.00	\$99,070.12	\$99,070.12
4	1	Lump Sum	Safety Testing of Adhesive Coating	\$0.00	\$0.00	\$1,196.00	\$1,196.00
5	1	Lump Sum	Disposal of Debris and Waste Material	\$0.00	\$0.00	\$2,616.25	\$2,616.25
6	1	Lump Sum	Final Site Inspection	\$0.00	\$0.00	\$1,196.00	\$1,196.00
7	1	Lump Sum	Final Cleanup and Removal of Site Materials	\$0.00	\$0.00	\$747.50	\$747.50
8	1	Lump Sum	Project Documentation, Warranty Information and Maintenance Schedule	\$0.00	\$0.00	\$747.50	\$747.50
Total Bid Price				\$111,300.00		\$113,048.37	

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

TABULATION VERIFICATION

X

Purchasing and Compliance Specialist

X

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH EPOXY COATING SPECIALIST, LLC, FOR THE LAWRENCE PLAZA RESURFACING PROJECT, IN THE AMOUNT OF ONE HUNDRED ELEVEN THOUSAND THREE HUNDRED DOLLARS AND THREE CENTS (\$111,300.03); AND FOR OTHER PURPOSES.

WHEREAS, Epoxy Coating Specialist is the lowest qualified bidder for bid IFB-25-29;

WHEREAS, this contract covers the resurfacing of the Lawrence Plaza splash pad and ice rink;

WHEREAS, a new Res-Tek Dek-Guard coating will improve safety, durability, and aesthetics, preserving the facility for continued community use; and

WHEREAS, this is a budgeted item;

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Epoxy Coating Specialist, LLC, in the amount of one hundred eleven thousand three hundred dollars and three cents (\$111,300.03), for resurfacing improvements at Lawrence Plaza;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Josh Stacey
Phone:	479-418-8653	For Department(s):	Parks
Email:	jstacey@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	☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Amending the Contract with CEI for Bright Road Trail Construction Administration
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an amended agreement, in the amount of \$25,000.00, with CEI for additional Bright Road Trail construction administration. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract was approved by City Council at the April 23, 2024 meeting. This firm was selected following the City's Purchasing Policy for professional services. Additional construction administration is needed due to construction delays caused by unknown utility lines which needed relocation. This increase is funded through grant monies.
Amount for Approval:	\$ 25,000.00

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

City Hall

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Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: May 1, 2025
Re: Resolution to Amend a Contract with CEI for Bright Road Trail Construction Administration.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to execute an amended agreement with CEI in the amount of \$25,000 for additional construction administration services related to the Bright Road Trail project. All funds are paid for via a grant from the Walton Family Foundation. No budget adjustment is required.

Construction on the Bright Road Trail began in August 2024 and is currently 90% complete. However, unforeseen circumstances have delayed the project by approximately 90 days. As a result, CEI requires additional funding to continue providing construction observation and administrative support through project completion.

During work on the north end of the trail, the contractor encountered unknown AT&T lines and a Black Hills Energy gas line. These discoveries necessitated a pause in construction until the utility providers could relocate the lines. The AT&T lines have since been moved, and coordination with Black Hills is ongoing to address the gas line. Once complete, construction will resume in that area. Substantial completion of the trail is anticipated by July 2025.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

Attachments:

Original CEI Agreement

Amended CEI Contract Agreement



3108 SW Regency Parkway
Bentonville, AR 72712 / (479) 273-9472
CEI Contact: Carter Smith – cartersmith@ceieng.com

City of Bentonville
Bright Road Construction Services
Bentonville, Arkansas
Proposal for Engineering Services
11/22/23

I. PROJECT DESCRIPTION

We appreciate the opportunity to submit this proposal for the Bright Road Sidepath Construction Administration and Observation. This approximately ±5,300 linear feet of 10' concrete sidepath will be located on the East side of SW Bright Road and will replace existing sidewalks along its route. The north end of the sidepath will connect to a future SW Bright Road trail on the north side of SW Regional Airport Road. It will travel south to SW Edinburgh Ave where it will connect to the existing sidepath on the south side of SW Edinburgh Ave. Two crossings from the neighborhood to the east at SW Mesquite Ave and SW Farrington Ave will be included in the design.

II. SCOPE OF BASIC SERVICES

A. Construction Administration / Construction Observation

CEI is available as needed by Client to provide limited construction administration during the construction phase of this project. Said services, which may also include Client-directed plan changes or other revisions, shall commence upon final approval by the jurisdictional authorities of the permitting review process. Required site observation for this project by the municipality is anticipated to be minimal; the scope of services estimated below may be adjusted for more frequent site visits as requested by Client. Such services may include but are not limited to pre-construction meetings with governmental entities or project team, reviewing contractor submittals, responding to contractor requests for information, construction observation as requested or required by the municipality, project record drawings, and final project site closeout as may be required.

Construction staking and as-built surveys are not included in this proposal, but those services are available to the Owner or Contractor upon request as an additional service.

The Fee below also includes As-Built survey for delivery to the City and DOT upon final completion.

Construction Administration fees are charged only for services related to contractor support, such as responses to Requests for Information (RFIs) or coordination of services such as testing or municipal inspections, services or revisions as requested by Client, or as required for jurisdictional acceptance. Fee estimate above is based on an assumed construction duration of 5 months, or 19 5-day weeks and includes 150 hours of Project Manager, 40 hours of Project Engineer, 192 hours of Construction Observer (assumed 2hr per working day), and miscellaneous administration expenses. Should requested Construction Administration services exceed estimated fees, such additional services shall be invoiced at the standard hourly rates as detailed in Section VI below. Reimbursable expenses are excluded from the fee quoted above. Expenses associated with this phase of services are estimated to be \$200 to be invoiced in accordance with Section VI below.

Fees, hourly not to exceed	\$ 80,000.00
Total Fees	\$ 80,000.00

III. **RESPONSIBILITY OF CLIENT**

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. None

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. **SERVICES NOT INCLUDED / ADDITIONAL SERVICES**

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Geotechnical investigation/report
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Traffic study/report
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models
- Attendance/presentation at public meetings (e.g. Planning Commission, City Council, Zoning Board of Appeals, Board of Adjustments, etc.)
- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Preparation of a drainage study/report
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Preparation of documentation, applications or permits for stormwater pollution prevention plans, NOIs, etc.
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site

- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Preparation of retaining wall design/plans
- Photometric design/preparation of site lighting plans
- Preparation of opinions of probable construction costs (OPCs)
- Bidding assistance and construction contract negotiations
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (04-01-23)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 205.00
Client Sector Leader	\$ 195.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 185.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 185.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00
Registered Landscape Architect	\$ 160.00
Lead Landscape Designer	\$ 130.00
Landscape Designer	\$ 125.00
Registered Land Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 115.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00
Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00

Construction Observer	\$ 110.00
Land Acquisition Agent	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain

copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressively written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

				May 10, 2024 4:52 PM			
Contracting Entity				Authorized to bind	Print Name	Title	Date
					Brent L. Massey	VP of Operations	11/22/2023
Signature, CEI Engineering Associates, Inc.					Print Name	Title	Date



EXTRA WORK AUTHORIZATION

☒ ADDITIONAL WORK

☐ CHANGE IN SCOPE OF SERVICES

WORK WILL BE PERFORMED UNDER THE SAME TERMS & CONDITIONS AS IN ORIGINAL AGREEMENT: UNLESS OTHERWISE STATED

THESE SERVICES WERE VERBALLY DIRECTED AND/OR APPROVED BY: (Client Name / Authorized Rep) ON: (Date)

DATE: 4/29/2025

CLIENT: City of Bentonville

PROJECT NAME: Bright Road

CLIENT CONTACT: Josh Stacey

PROJECT NO.: 32884

PROJECT MANAGER: Elliott Bell

DATE OF CURRENT CONTRACT: 5/10/2024

Description of Services: Additional Construction Administration

Previous CACO contract accounted for 5 months of Observation and Administration. The project has extended past this projected date and is expected to continue for approximately (3) more months. This additional fee will cover additional services required to complete the project.

Compensation: \$25,000.00

If this Authorization is not executed within 30 days, it becomes null and void. This Authorization is only valid if addressed and executed by the authorized signature of the original contracted entity or its assignment as approved per the original contract Terms and Conditions.

Agreed to by CEI ENGINEERING ASSOCIATES, INC.

Agreed to on this date: _____

(Signature)

(Company Name)

04/30/2025

(Date)

(Company Authorized Representative & Title)

Distribution:

(Signature)

PLEASE SIGN & RETURN ORIGINAL

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH CEI ENGINEERING ASSOCIATES INC., IN THE AMOUNT OF TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES OF THE BRIGHT ROAD TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Bentonville previously approved the contract with CEI Engineering Associates Inc. at the April 23, 2024, meeting;

WHEREAS, an amended agreement is needed for additional construction administration services of the Bright Road Trail Project due to unknown utility line relocation; and

WHEREAS, this change order is funded through grant proceeds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an amended agreement, in the amount of twenty-five thousand dollars (\$25,000.00), with CEI Engineering Associates Inc. for additional construction administration services of the Bright Road Trail Project;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Mike Bender
Phone:	479-271-6873	For Department(s):	Water, Wastewater
Email:	mbender@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 Approving Water and Wastewater Rate Analysis and Financial Plan Contract Amendment
Action Recommendation & Justification:	A resolution authorizing an amendment to the professional services agreement with Raftelis Finances Consultants, Inc., in an amount not to exceed \$35,860.00, covering the increased scope of work performed. Utility Board approved 4-0. A budget adjustment is needed to re-appropriate budgeted funds.
Additional Comments for Consideration (Optional):	\$19,660.00 is needed due to the unanticipated additional meetings, engagement, and deliverables associated with the water rate increase. \$16,200.00 is needed due to additional scope of work requested by staff. This involves tracking and reporting utility cash flows monthly, reviewing the rates annually, and adjusting as needed (up or down) to ensure they are appropriate cost recovery. This firm was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	\$ 35,860.00

Budget Impact

Is this Item Budgeted? ☐ YES ☒ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

503020-43210	Legal & Professional Services	\$ 35,860.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503020-45810	Travel & Training	\$ (35,860.00)	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
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

City Hall

305 SW A Street Bentonville, AR 72712

May 1, 2025

Mike Bender, PE
Water Utilities Director
3200 SW Municipal Drive,
Bentonville, AR 72712

Subject: Contract Amendment Request

Dear Mr. Bender:

We appreciate the opportunity to continue to be of service to the City of Bentonville (City). As you know, Raftelis is currently conducting a water and wastewater rate study.

While our work on the study is ongoing, the scope of work we have completed has required more effort than outlined in our professional services agreement executed July 27, 2024. This includes additional meetings and additional deliverables, which—while critical to the successful completion of this engagement for the City—were nonetheless not anticipated when we developed our original scope.

In addition, the City has expressed interest in reviewing the City's rates annually and, to facilitate that review, keeping the rate model updated during the year based on the latest usage data, non-revenue water trends and capital improvement plans. This effort will not be a full rate study, but an annual rate review, with more regular touchpoints between City staff, the City Council and, as needed, Raftelis.

Finally, the term of our current agreement is 1 year, ending on July 27, 2025. While we anticipate substantial completion of our analytical work and the development of study deliverables (study report, presentation materials) by the end of June 2025, final presentations will likely take place in the fall, after the current agreement expires.

For the reasons summarized above, and further detailed below, we respectfully request that the City extend term of the agreement through until December 31, 2026, and approve an additional \$19,660 to support the completion of the balance of the current scope of work and \$16,200 support the additional scope of work described above for a total budget adjustment of \$35,860. If the City is willing to extend the term through the end of the 2026 calendar year, Raftelis can honor the billing rates in the current agreement (2024 rates) for the balance of 2025 and the entirety of 2026.

Current Scope of Work

The current scope of work involved the development of financial plans for water and wastewater and a cost of service study to support the relative recovery of costs between the City's retail and wholesale customers and among the City's retail customer classes (residential, commercial, irrigation). In addition the scope included time for engagement with the Utility Board, City Council (virtual and onsite meetings) as well as materials to support that engagement (study report, presentation materials). To date Raftelis has completed the financial plan for water and is near completion of the financial plan for wastewater. Remaining scope items include the finalization of the wastewater financial plan, the cost of service study and the presentation of study results to the Utility Board and City Council, including the study report.

The scope of work completed to date has required additional engagement beyond what was anticipated in our professional services agreement. To date, we have participated in 3 Utility Board meetings and 6 City Council meetings. Prior to completion of the study we anticipate needing 1 additional Utility Board meeting and 2 additional meetings with the City Council for a total of 4 Utility Board meetings and 8 City Council meetings. Our original scope of work anticipated 3 Utility Board meetings and 4 City Council meetings.

In addition, the magnitude of the rate adjustment that was ultimately needed for water required additional time working with staff to explore various alternatives, prepare for—and respond to—numerous questions and concerns, and engage the City Council to ensure that all decisionmakers were understood the details underlying the proposal. The situation for water is unique and has ultimately required an “all hands on deck approach”, to evaluate the situation and communicate the need for immediate action.

Finally, Raftelis also prepared additional deliverables and assisted staff in the development of communication materials for the study. Raftelis prepared a memorandum to support an emergency increase to the water rates in response to the additional cost of water leaks, and the cost to identify and repair them. This memorandum was needed in advance of, and in addition, to the full study report Raftelis will also be preparing. Raftelis also provided substantive input into the City’s FAQ document and bill comparison graphic based on our experience preparing similar materials for other clients.

For these reasons, we respectfully request an additional \$19,660 to complete the remaining scope of work for this project to include the cost of service study, rate study report and final presentations. A breakdown of the hours and associated cost for each of the above described items is presented below.

Tasks	Hours				Total Fees
	TB	CD	SC	Total	
1. Additional Meetings (Prep, Participation, Follow-Up)	5	10	0	15	\$5,000
2. Additional Engagement	8	20	0	28	\$9,280
3. Additional Deliverables (Memo, FAQ/Bill Graphic)	0	15	0	15	\$4,800
Total Meetings / Hours	13	45	0	58	
Hourly Billing Rate	\$360	\$320	\$220		
Total Professional Fees	\$4,680	\$14,400	\$0	\$19,080	
<i>TB - Tom Beckley - Project Director</i> <i>CD - Collin Drat - Project Manager</i> <i>SC - Staff Consultant</i> - -	Total Fees				\$19,080
	Travel Expenses				\$0
	Technology and Communication Charge				\$580
	Total Fees & Expenses				\$19,660

Additional Scope of Work – Annual Rate Review

Historically, the City has conducted formal rate studies every 3 to 5 years. It is our understanding that the City would like to monitor the financial condition of the water and wastewater utilities on a monthly basis and review the rates charged to customers annually to ensure they are recovering the City’s cost to provide safe and reliable service. This new process would not be formal study but would involve regular updates to the financial projections Raftelis is developing for the current 2025 study. This effort would involve tracking and reporting utility cash flows monthly and reviewing the rates annually and adjusting as needed (up or down) to ensure they are appropriately recovering the cost to provide service. This additional scope of work includes the following tasks:

Task 1 – Model Updates and Annual Rate Review. As noted above, the City will be proactively monitoring the financial condition of the utilities on a monthly basis throughout the year. In addition, the City will review rates annually to determine the adjustments needed (up or down) to recover the cost of providing safe and reliable service to customers. To facilitate this annual review, Raftelis will utilize the data City staff are developing for the monthly cash flow analysis to maintain up to date usage, water purchase, budget and capital improvement planning data in the financial planning model throughout the year. Raftelis will review the City’s monthly cash flows and update the model once per quarter from the 4th quarter of 2025 through the 3rd quarter of 2026. Raftelis will use the updated model to provide a recommendation on the rates annually. We would anticipate updating the rate model throughout calendar year 2026 and presenting our rate recommendations for 2027 in the 3rd quarter of 2026.

Task 2 – Project Presentations and Meetings. Raftelis will participate in the following meetings:

- One (1) virtual utility board meeting (PowerPoint presentation of recommendations)
- One (1) onsite City Council meeting (PowerPoint presentation of recommendations)
- One (1) virtual City Council meeting for rate adoption (available for questions only)

In addition to the three formal meetings Raftelis will meet virtually with City staff for up to 8 hours.

Optional Task – Additional Rate Presentation

We are aware of the City Council’s commitment to review water rates by April 20, 2026. Our intent is to present a recommendation on 2026 water rates by the end of 2025, as part of the existing study, along with the recommendation on 2026 wastewater rates. Our recommendation would be that the Council adopt both in 2025. Raftelis and staff will be monitoring the performance of the utilities on an ongoing basis. Should circumstances materially change between fall of 2025 and spring of 2026, Raftelis can participate in an additional round of meetings, similar to Task 2 above, in early 2026. We estimate the cost of those meetings to be \$5,000.

For the annual rate review scope of work, not including the option task above, we propose a not-to-exceed fee of \$16,200. A breakdown of the hours and associated cost for each of the above described items is presented below.

Tasks	Hours				Total Fees
	TB	CD	SC	Total	
1. Model Updates and Annual Rate Review	0	6	20	26	\$6,320
2. Presentations	4	12	0	16	\$5,280
3. Project Meetings	2	8	0	10	\$3,280
Total Meetings / Hours	6	26	20	52	
Hourly Billing Rate	\$360	\$320	\$220		
Total Professional Fees	\$2,160	\$8,320	\$4,400	\$14,880	
TB - Tom Beckley - Project Director CD - Collin Drat - Project Manager SC - Staff Consultant - -	Total Fees				\$14,880
	Travel Expenses				\$800
	Technology and Communication Charge				\$520
	Total Fees & Expenses				\$16,200

Based on the additional request for the current scope of work (\$19,660) and the new annual rate update scope of work (\$16,200), we respectfully request that the City approve a contract amendment of \$35,860. We also

recommend an extension of the contract term through the end of 2026, in which case Raftelis will honor its 2024 billing rates through the end of 2026.

We appreciate the opportunity to continue to partner with the City of Bentonville, its professional staff, the Utility Board and City Council in the work of delivering safe and reliable water and wastewater service to customers.

Sincerely,



Collin Drat
Vice President

By signing below, the City of Bentonville indicates its acceptance of the contract amendment request above increasing the compensation under the agreement by \$35,860, pursuant to the professional services agreement between the City of Bentonville and Raftelis Financial Consultants, Inc. dated July 27, 2024. In addition, by signing below, both parties agree to extend the term of that agreement until December 31, 2026.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

By: _____
Signature

Title

Date

Raftelis Financial Consultants, Inc.

By: _____
Signature

Title

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., INCREASING THE CONTRACT AMOUNT BY THIRTY-FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$35,860.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville entered into a professional service agreement with Raftelis Financial Consultants, Inc.;

WHEREAS, of the total contract amendment amount needed, nineteen thousand six hundred sixty dollars (\$19,660.00) is needed for the unanticipated additional meetings, engagement, and deliverables and sixteen thousand two hundred dollars (\$16,200.00) is needed for the additional scope of work staff requested; and

WHEREAS, a budget adjustment is needed to fund this amendment, moving budgeted funds from the Travel and Training account to the Legal and Professional Services account.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Raftelis Financial Consultants, Inc. for additional services, in an amount not to exceed thirty-five thousand eight hundred sixty dollars (\$35,860.00);

Section 2: The 2025 Budget is adjusted to transfer thirty-five thousand eight hundred sixty dollars (\$35,860.00) from Account #503020-45810 – Travel and Training into Account #503020-43210 – Legal and Professional Services;

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

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Travis Matlock
Phone:	479-271-5941	For Department(s):	Inventory Warehouse
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:	Ordinance to Waive Competitive Bidding to Order 750 Underground Wire
Action Recommendation & Justification:	Approval of an Ordinance to waive competitive bidding to purchase 750 UG Wire from Stuart Irby Unit Prices and estimated quantities attached, plus applicable taxes. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: Stuart Irby in the estimated amount of \$125,064.00. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids.
Amount for Approval:	\$ 125,064.00

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

City Hall

305 SW A Street Bentonville, AR 72712



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1000 SW 14th Street
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SERVICE CONTRACT: 750 Underground Wire

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter “City,” and Stuart Irby, hereinafter “Contractor” (collectively, the “Parties”), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor’s Quote (attached hereto as **Exhibit B**) to the City’s Invitation for Quotes, for the purchase and delivery of 750 underground wire, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Electric Utilities Director, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be six (6) months, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Service Timeline:

1. Order for 750 Underground Wire per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within four (4) weeks from the date of the order being placed.

c. Any changes to the Term of this Contract or to the Service Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.



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4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the



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unit price as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: \$125,064.00 (one hundred forty-four thousand five hundred thirty-one dollars and twelve cents), plus applicable taxes to perform the work to 100% completion.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

[This space has been intentionally left blank]

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to



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Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

[This space has been intentionally left blank]

12. INSURANCE. Contractor 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



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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 Contractor's performance of the work; whether it is to be performed by the Contractor, 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

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

[This space has been intentionally left blank]

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best



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practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

17. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State



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of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the Circuit Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this Contract.

[Signature Page Follows]

SIGNATURE PAGE



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Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
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The Parties hereto have caused this Contract to be executed this
_____ (effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): _____

Title: _____

Stuart Irby

Address: _____

Date: _____



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EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK



Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

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The purchase and delivery of 750 1/3 Neutral AL underground wire. The Contractor will be responsible for supplying high-quality, durable wire suitable for underground installation. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 4 Weeks

Estimated quantity to be ordered: 9,000'



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EXHIBIT B

QUOTE FORM



City of Bentonville Electric Utilities Department
15KV Underground Primary Cable
NON-RIPCORD 750 WIRE

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot Irby</u>	<u>Extended Price</u>	<u>Lead Time</u>	<u>Price per Foot AECI</u>	<u>Extended price</u>	<u>Lead Time</u>	<u>Price per Foot Techline</u>	<u>Extended price</u>	<u>Lead Time</u>
2192	750 1/3 Neutral AL	9000	\$13.90	\$125,064.00	15 days	\$14.17	\$127,530.00	15 days	\$15.69	\$141,210.00	2 weeks
		6 reels at 1500'/reel									

Bid Submitted By: _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH STUART IRBY, IN THE AMOUNT OF ONE HUNDRED TWENTY-FIVE THOUSAND SIXTY-FOUR DOLLARS (\$125,064.00), PLUS APPLICABLE TAXES, FOR THE PURCHASE OF 750 UNDERGROUND WIRE; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Electric Utility Department needs to purchase 750 Underground Wire;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids; and

WHEREAS, this award is based on the low responsive quote per line item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Stuart Irby, for the purchase of 750 Underground Wire, in an amount not to exceed one hundred twenty-five thousand sixty-four dollars (\$125,064.0), plus applicable taxes;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 750 Underground Wire;

Section 3 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Beau Thompson
Phone:	479-271-3140	For Department(s):	Water Utilities (Sewer Rehab)
Email:	bthompson@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 Approving Change Order No. 1 for Parks Maintenance Facility
Action Recommendation & Justification:	A Resolution authorizing Change Order No. 1, in the amount of \$45,164.74, to upsize the sanitary sewer line as part of this project to allow for future growth in the area. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract, for the construction of the Parks Maintenance Facility, is valued at \$6,405,195.00. This increases that contract amount to \$6,450,359.74. Crossland was selected following the City's standard RFQ process for the procurement of professional service in accordance with state law. The CO is being funded by Sewer Rehab. The upsize is from 10" to 18" to accommodate upstream development per Plan Bentonville.
Amount for Approval:	\$ 45,164.74

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

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www.bentonvillear.com

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Change Order

PROJECT: <i>(Name and address)</i> Bentonville Parks Maintenance Building 401 NE Moberly Lane Bentonville, AR 72712	CONTRACT INFORMATION: Contract For: Construction Management Date: 2/11/2025	CHANGE ORDER INFORMATION: Change Order Number: 01 Date: 4/25/2025
OWNER: <i>(Name and address)</i> City of Bentonville 305 SW A Street Bentonville, AR 72712	ARCHITECT: <i>(Name and address)</i> Hight Jackson Associates 5201 W Village Parkway, Suite 300 Rogers, AR 72712	CONTRACTOR: <i>(Name and address)</i> Crossland Construction Company, Inc. 1800 S 52 nd Street, Suite 400 Rogers, AR 72756

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The GMP will be adjusted by this Change Order for the following:

1. This Change Order is based upon the description of request as follows:

Add for the cost associated with PCO 001. This PCO comes from a request by BWU to increase the size of the sanitary sewer system.

2. This Change Order is based upon the following clarifications:

Reference PCO 001. This includes applicable plan sheets issued on 4/2/2025 by Crafton Tull that made changes to the sanitary sewer system.

3. This Change Order is based upon the following documents:

25AR02_PCO001_SS Line Revision

The original Contract Sum was	\$ 6,405,195.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 6,405,195.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 45164.74
The new Contract Sum including this Change Order will be	\$ 6,450,359.74

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be April 15, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Hight Jackson Associates</u> ARCHITECT <i>(Firm name)</i>	<u>Crossland Construction Company, Inc.</u> CONTRACTOR <i>(Firm name)</i>	<u>City of Bentonville</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
 PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
 DATE	 DATE	 DATE

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User Notes:

(3B9ADA4A)

Bentonville Parks Maintenance Building - 25AR02-MZA

25AR02-MZA

401 NE Moberly Lane
Bentonville, AR 72712

Date: 4/14/2025

Number: PCO 001

Subject: Sanitary Sewer Line Revision

Source of Funding: Owner Contract Change Order

Description

ADD for the cost difference in the revision to the Sanitary Sewer line issued to Crossland by Craton Tull on 4/2/25 (applicable pages attached).

Days Requested: 0

Change Total: \$45,164.74

Item Number	Description	Amount
01	ADD for the cost difference in the Sanitary Sewer line revision issued on 4/2/2025.	\$43,083.91
02	ADD for the additional bond (0.87%) and insurance (0.66%) cost associated with this scope of work.	\$659.18
03	ADD for the additional fee (3.25%) cost associated with this scope of work.	\$1,421.65

Approved By:

By _____

Signature _____

Date _____

References

Type	Filename	Contributor	Date (CST)
SupportingDocument	2025-04-02_Mem Park Maint Bldg_Civil Plans IFC (applicable pages).pdf	Mitchell Butler	4/14/2025 1:53 PM
SupportingDocument	Arco Back Up PCO 001.pdf	Mitchell Butler	4/14/2025 2:30 PM
View			
View			
View			
CompositeDocument			

ARCO EXCAVATION *And* PAVING *Inc.*

10287 E. Hwy 72
Bentonville, AR 72712
Ph: (479)-451-8000 Fax: (479)-451-8010

To:	Crossland Construction Company, INC.	Contact:	Mitchell Butler
Address:	1800 S 52nd St, Ste 410 Rogers, AR 72758 US	Phone:	479-464-7077
		Fax:	479-464-7050
CO Name:	SS Upsize	CO ID:	01
Project Location:	Moberly Ln And John DeSheilds Blvd, Bentonville, AR	CO Date:	1/8/2025 4/14/2025

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
PVC 10 In 9-13 Ft Depth SS	-848.00	LF	\$84.32	(\$71,503.36)
Manhole Up To 6 Ft Depth	-4.00	EACH	\$5,485.42	(\$21,941.68)
Additional VF Above 6 Ft	-17.00	VF	\$347.73	(\$5,911.41)
PVC 18 In 9-13 Ft Depth SS	876.00	LF	\$118.47	\$103,779.72
Manhole Up To 6 Ft Depth Upsize 5 FT Diameter With Drop Inlet Hardware	4.00	EACH	\$7,958.46	\$31,833.84
Additional VF Above 6 Ft	15.00	VF	\$455.12	\$6,826.80

Total Bid Price: \$43,083.91

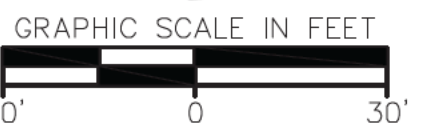
Notes:

- Due to the unforeseen cost in fuel prices, quote will be updated with current fuel cost at any time up to execution of contract/proposal.
- This proposal is all inclusive, any alteration will affect pricing.
- This proposal may be withdrawn if not accepted within 30 days.
- Proposal does not include payment and performance bonds. Add 3% if bond required.
- This proposal does not include repair of any unmarked underground utilities.
- This proposal does not include price for any permits or fees associated with.
- This proposal is based on work being done during normal working hours, night work and sundays not included.
- Any hold up in work will be paid by remobilization if demobilization is necessary OR by equipment sitting fee incurred daily.
- All work performed under scope is per plans, and deviation from plan may incur additional charges.
- Execution of work will only begin after a signed proposal has been received.
- Staking for ARCO operations only if included in contract.

Payment Terms:

Progress draws net due upon completion.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Arco Authorized Signature: Estimator: Tony White (479) 866-3811 Tony@arcoexc.com
--	---



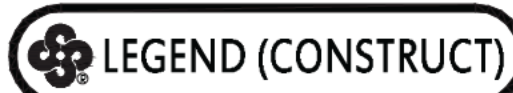
Key Plan

This document and the ideas and designs incorporated herein as an instrument of professional service is the property of Crafton Tull & Associates Inc. and is not to be used in whole or in part for any other project without the written authorization of Crafton Tull & Associates Inc.

STATE OF
ARKANSAS
REGISTERED
PROFESSIONAL
ENGINEER
No. 23347

No. 23347
EVAN D. MCMAHON
2025-04-02

C-103



	LIGHT POLE
	MANHOLE
	SANITARY SEWER CLEANOUT
	STORM SEWER PIPE
	STRUCTURE NUMBER
	WATER VALVE
	FIRE HYDRANT ASSEMBLY
	FIRE DEPARTMENT CONNECTION
	WATER METER
	BACK FLOW PREVENTER
	REDUCER
	RECTANGULAR DROP INLET, GRADED INLET OR JUNCTION BOX (SPECIFY ON PLAN SHEET)

A diagram showing various easement lines and their abbreviations. The lines are represented by horizontal lines of different colors and styles. The abbreviations are placed to the right of the lines. The lines are: CURB (solid black line), SANITARY SEWER LINE (solid green line with 'SS' to the right), WATER LINE (solid blue line with 'W' to the right), UNDERGROUND TELEPHONE (solid red line with 'UGT' to the right), UNDERGROUND TELEPHONE (solid red line with 'UGE' to the right), UNDERGROUND ELECTRIC (solid red line with 'OHE' to the right), OVERHEAD ELECTRIC (solid red line with 'UGTV' to the right), UNDERGROUND TELEVISION (solid red line), BUILDING SET BACK (solid black line), RIGHT OF WAY (solid black line), PROPERTY LINE (dashed black line), ROAD CENTERLINE (dashed black line), and LANDSCAPE SETBACK BUFFER (dashed black line).

EASEMENT

CURB

SANITARY SEWER LINE SS

WATER LINE W

UNDERGROUND TELEPHONE UGT

UNDERGROUND TELEPHONE UGE

UNDERGROUND ELECTRIC OHE

OVERHEAD ELECTRIC UGTV

UNDERGROUND TELEVISION

BUILDING SET BACK

RIGHT OF WAY

PROPERTY LINE

ROAD CENTERLINE

LANDSCAPE SETBACK BUFFER

ALL UTILITY IMPROVEMENTS SHALL BE CONSTRUCTED IN COMPLIANCE WITH CITY OF BENTONVILLE WATER UTILITIES DEPARTMENT SPECIFICATIONS 2024.
(C-103,C-201,C-202,C-203, C-204,C-205)

NOTE: SEE NEXT
PAGE FOR
ENLARGED VIEWS

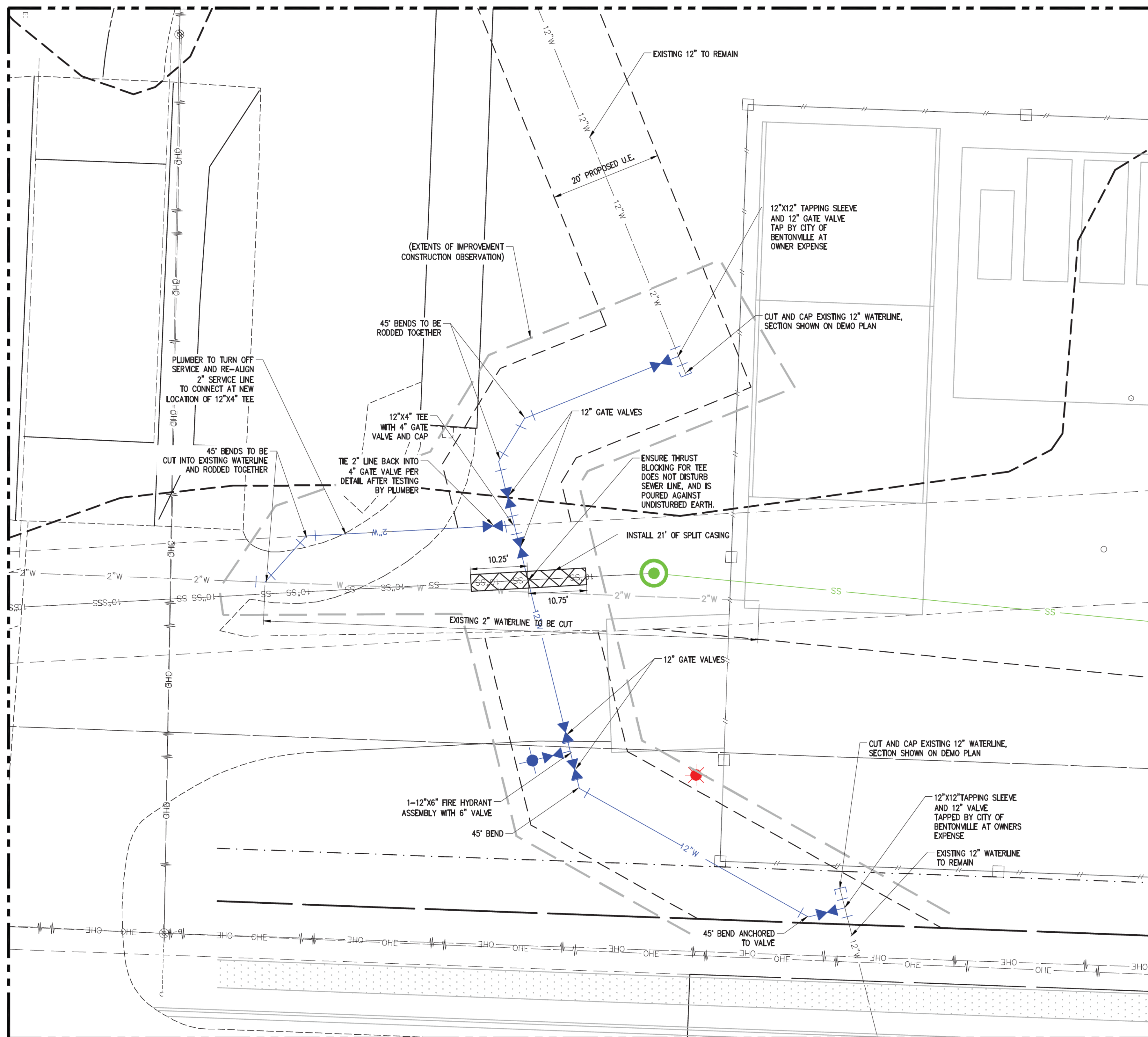
- * CONTRACT BEUD AT 479-271-3135 BEFORE PERFORMING ANY GRADING WITHIN 5' OF EXISTING OR PROPOSED POWER POLES.
- * ELECTRIC FACILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION OF THE ELECTRIC SPECIFICATIONS FOUND ON THE WEBSITE. CONTRACTOR IS RESPONSIBLE FOR THE COMPLIANCE WITH THE DOCUMENT.
- * BEUD DESIGN LAYOUT DRAWING TAKES PRECEDENCE OVER ANY ELECTRIC INFORMATION ON THE SITE UTILITY PLAN
- * IRR INSPECTION ONLY AFTER FIRE LINE PLAN SUBMITTAL TO CITY OF BENTONVILLE. FIRE LINE CONSTRUCTION IS NOT TO BEGIN UNTIL ADH APPROVAL IS RECEIVED BY FIRE LINE CONTRACTOR ON THE FIRE LINE PLAN.
- * FOR EXISTING EASEMENT AND SANITARY TO BE VACATED SEE DEMO PLAN.
- * ALL WATER MAIN VALVES & FIRE HYDRANTS ARE SHOWN SCHEMATICALLY. CONTRACTOR SHALL RESTRAIN VALVES TO FITTINGS
- * AT NO TIME MAY A VALVE BE INSTALLED TO CONFLICT WITH CURB, SIDEWALK OR HANDICAP RAMPS. NO FIRE HYDRANTS SHALL BE INSTALLED WITHIN THE SIDEWALK

Key Plan

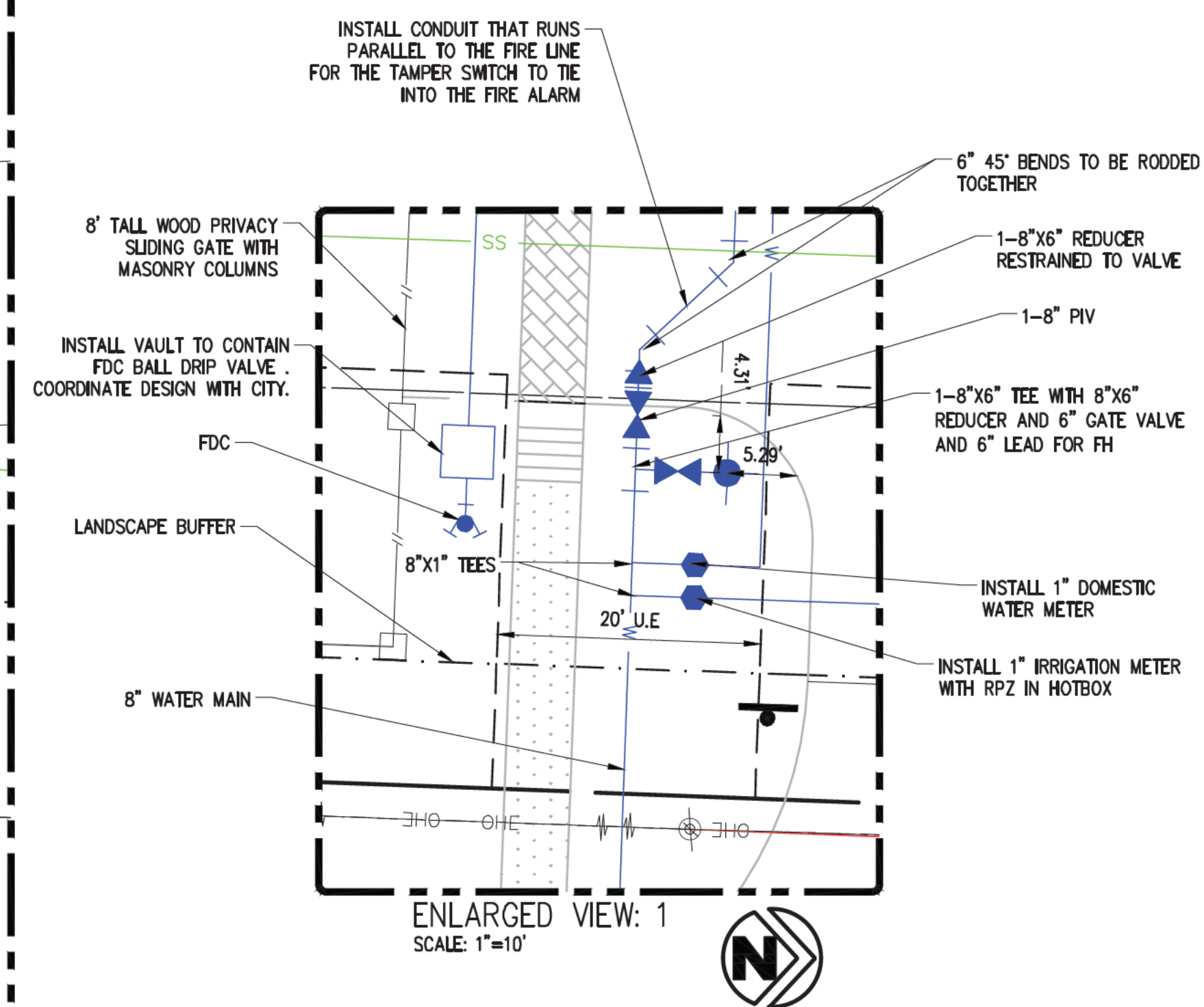
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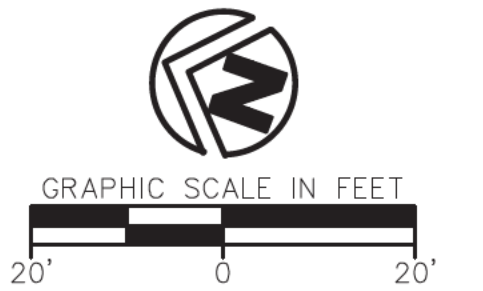
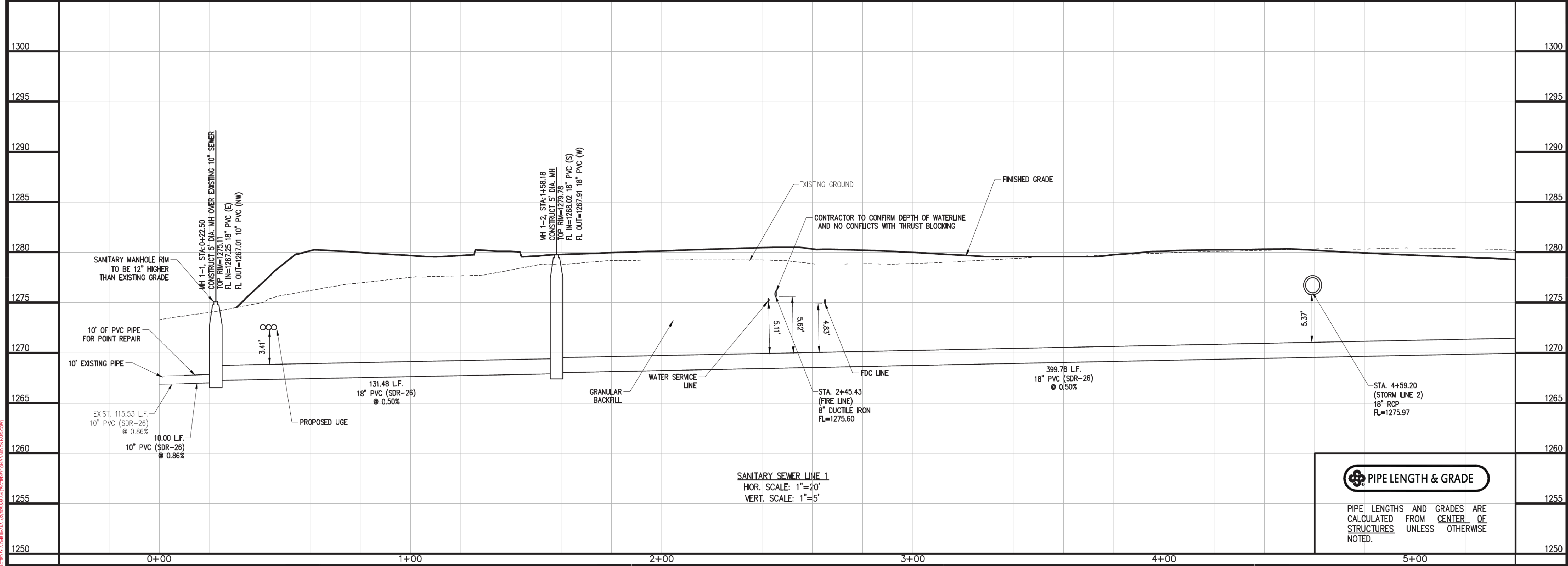
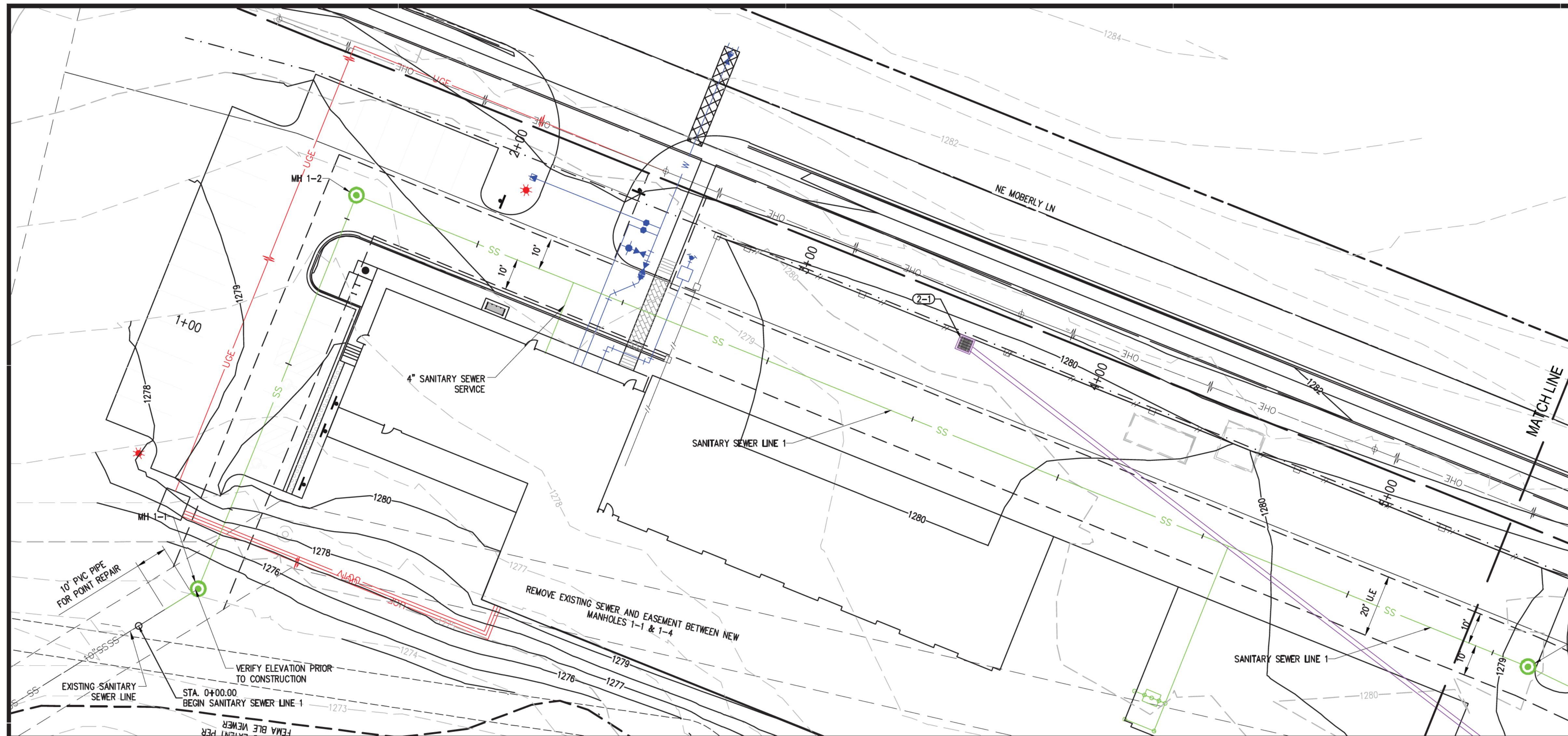
ENLARGED UTILITY PLAN (C

Page 108 of 11



ENLARGED VIEW: 2
SCALE: 1"=10'





MEMORIAL PARK
MAINTENANCE
BLDG
BENTONVILLE, AR

Key Plan[illegible]

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PROJECT NO: 22113001
ISSUE DATE: 04/02/2025
CONTACT: D. ELLIS
QC by:
QC Date:

ISSUED FOR
CONSTRUCTION

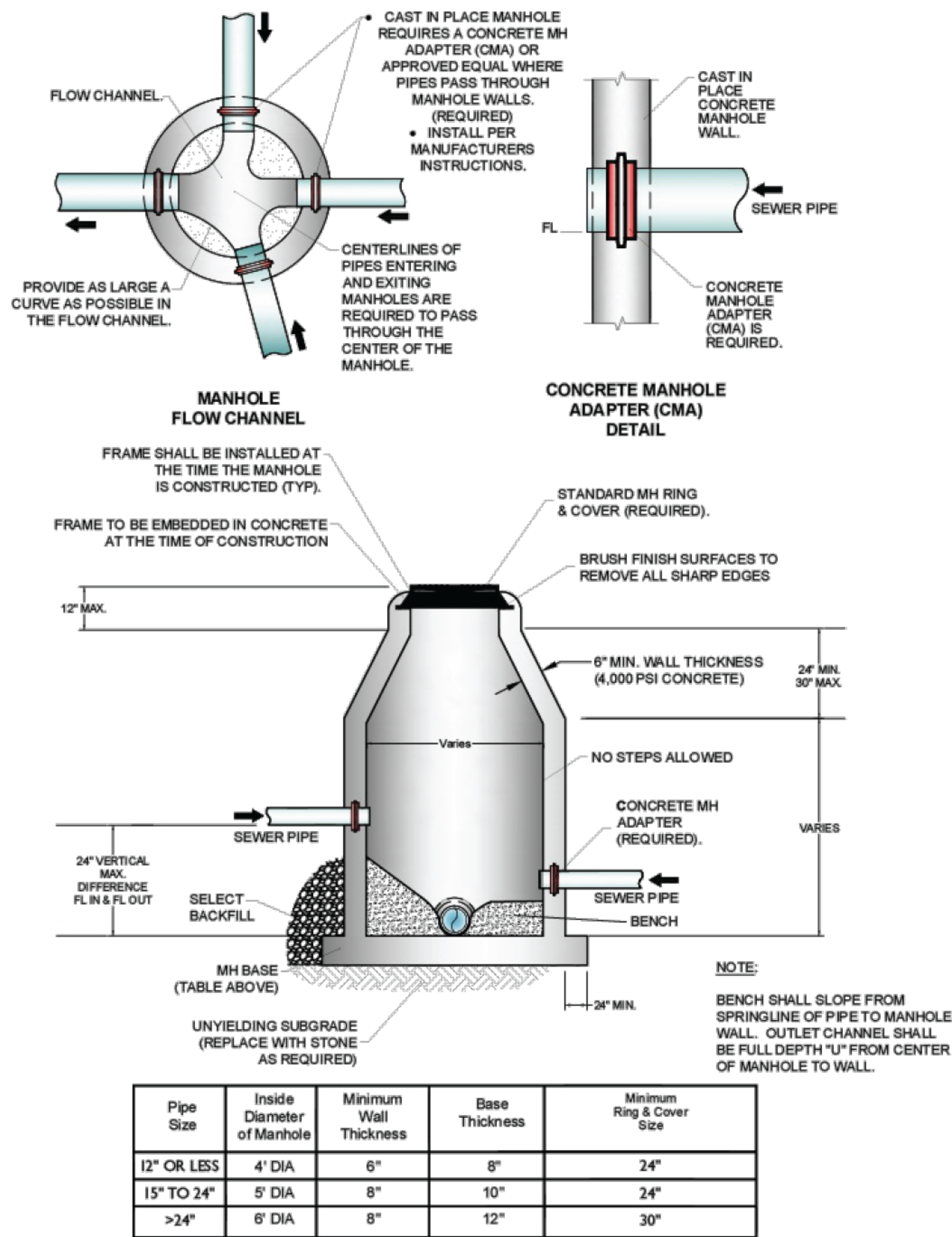
AR KANSAS
REGISTERED
PROFESSIONAL
ENGINEER
No. 23347

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SD24-0007 2025-04-02
SANITARY SEWER LINE 1 P&P (C)

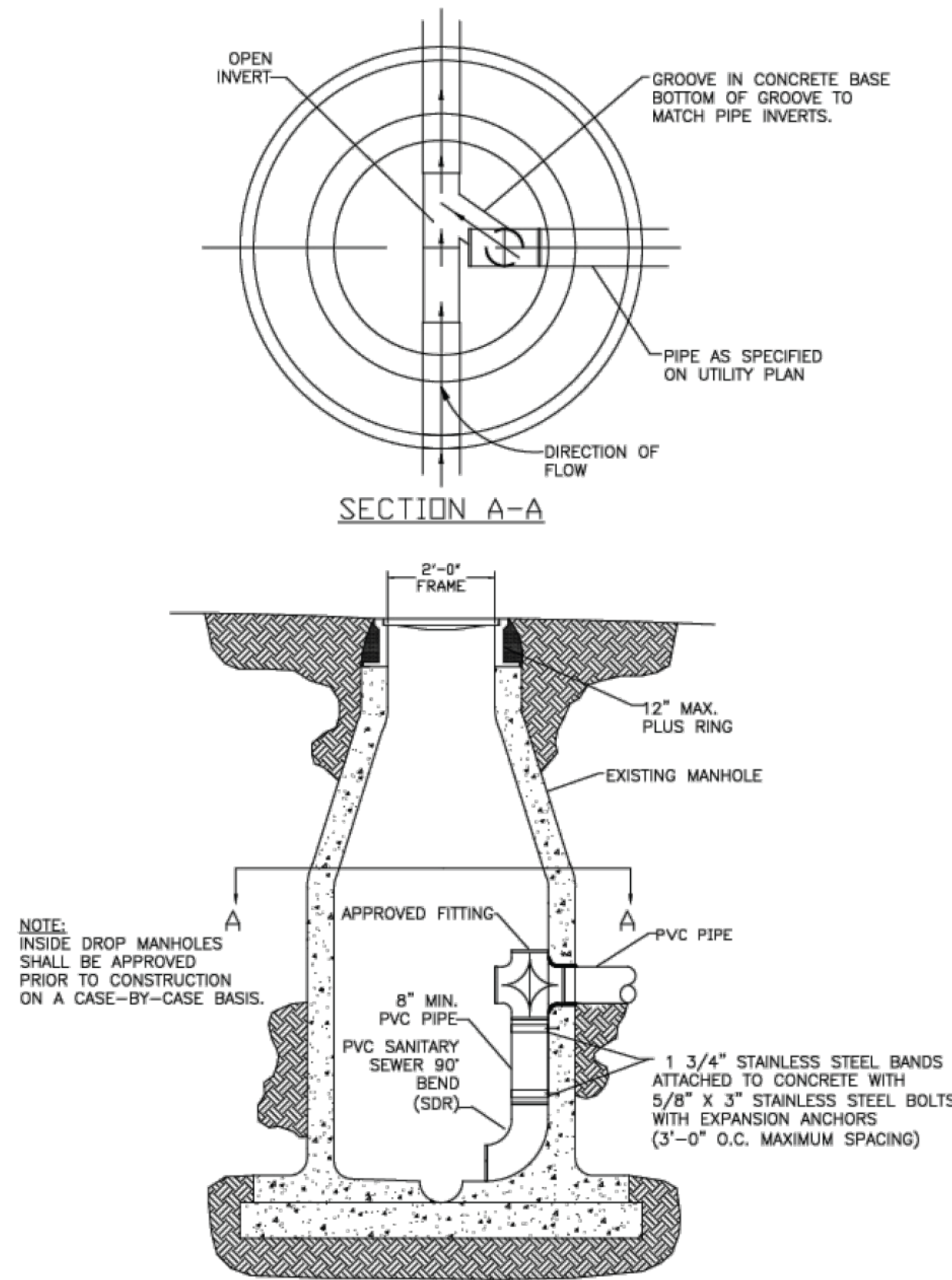
C-203

SANITARY SEWER
CAST IN PLACE MANHOLE



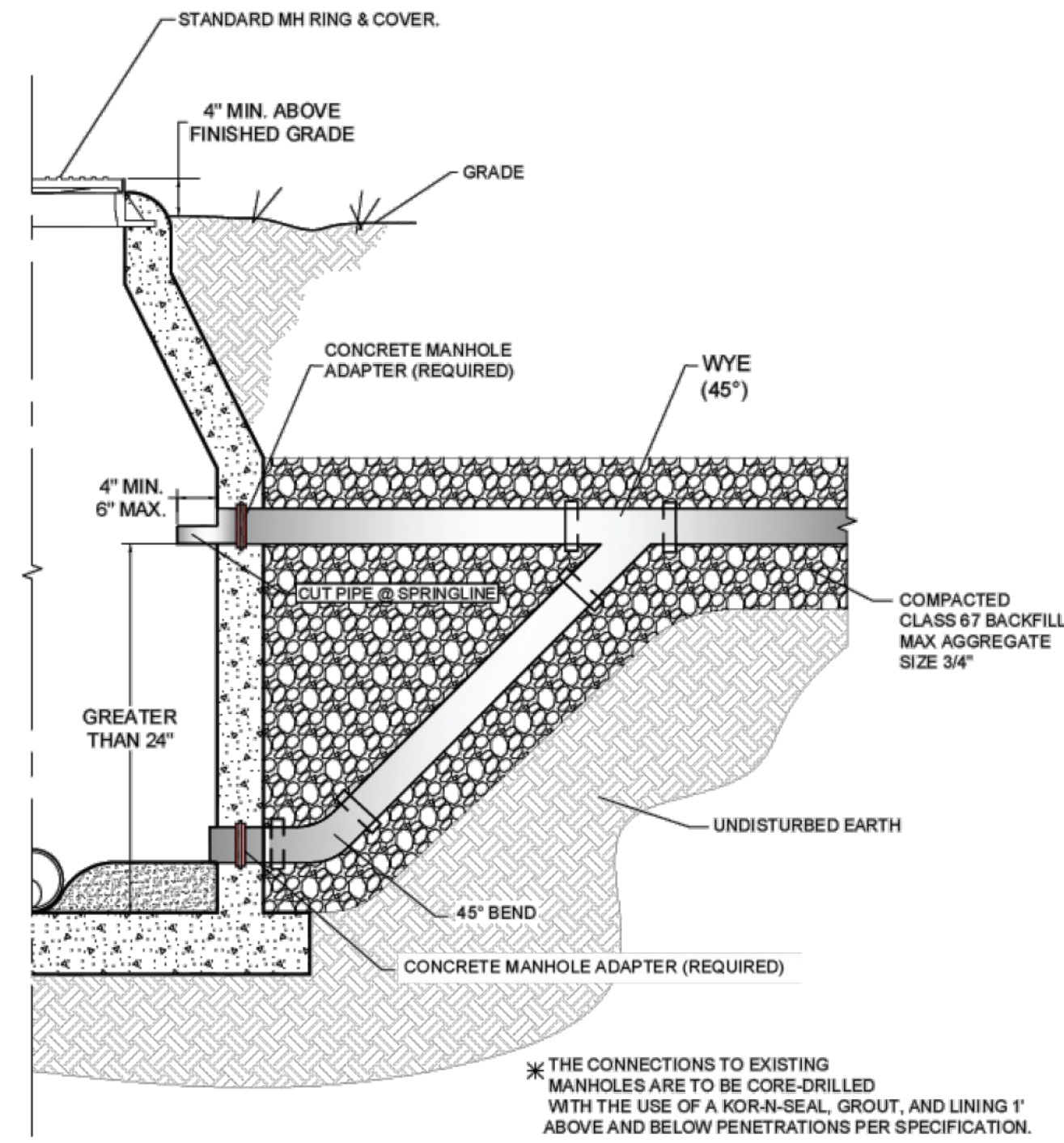
MANHOLE INFORMATION TABLE
SANITARY SEWER DETAIL: SS01

SANITARY SEWER
INTERIOR DROP MANHOLE



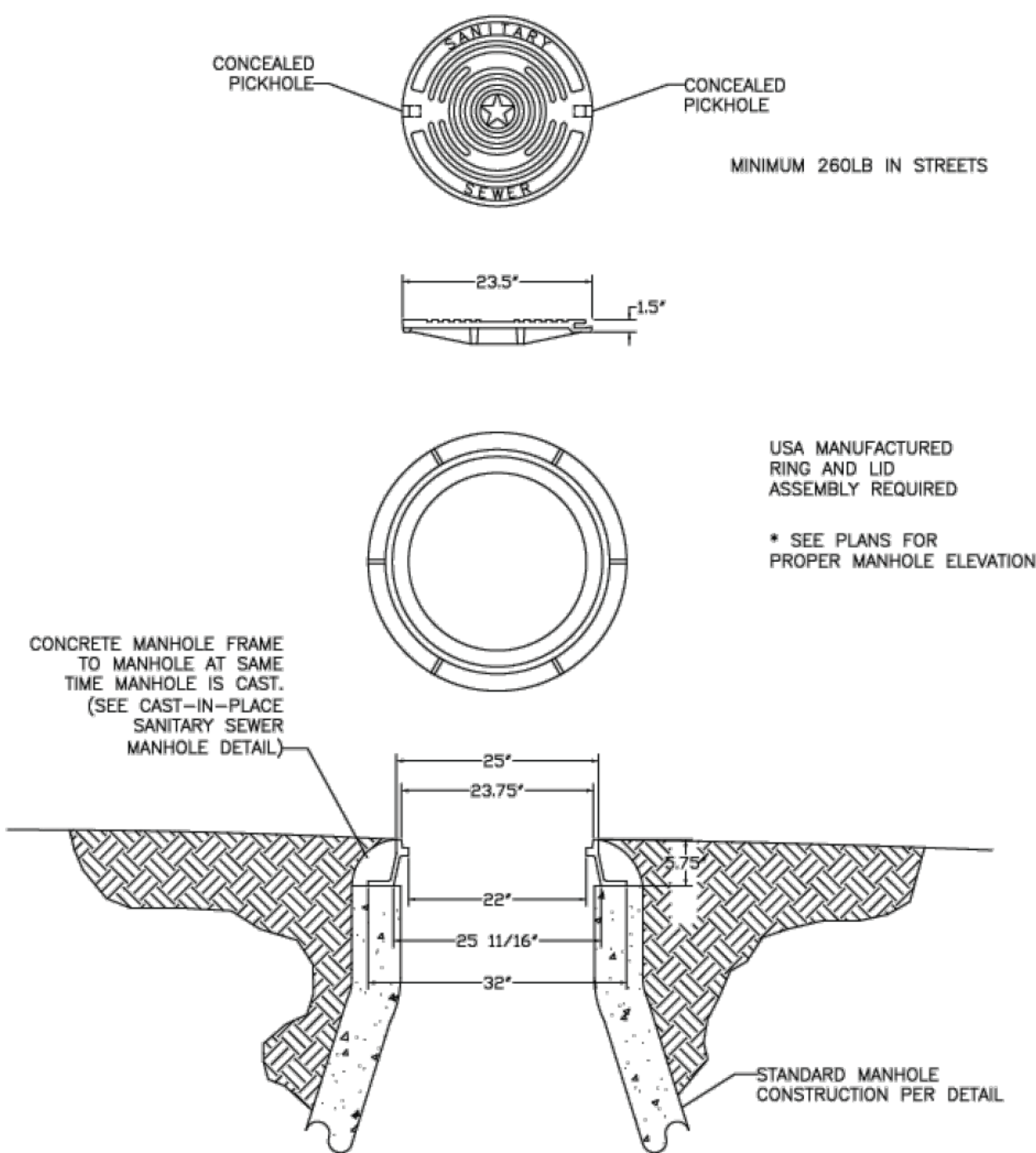
SANITARY SEWER DETAIL: SS02

SANITARY SEWER
EXTERIOR DROP MANHOLE



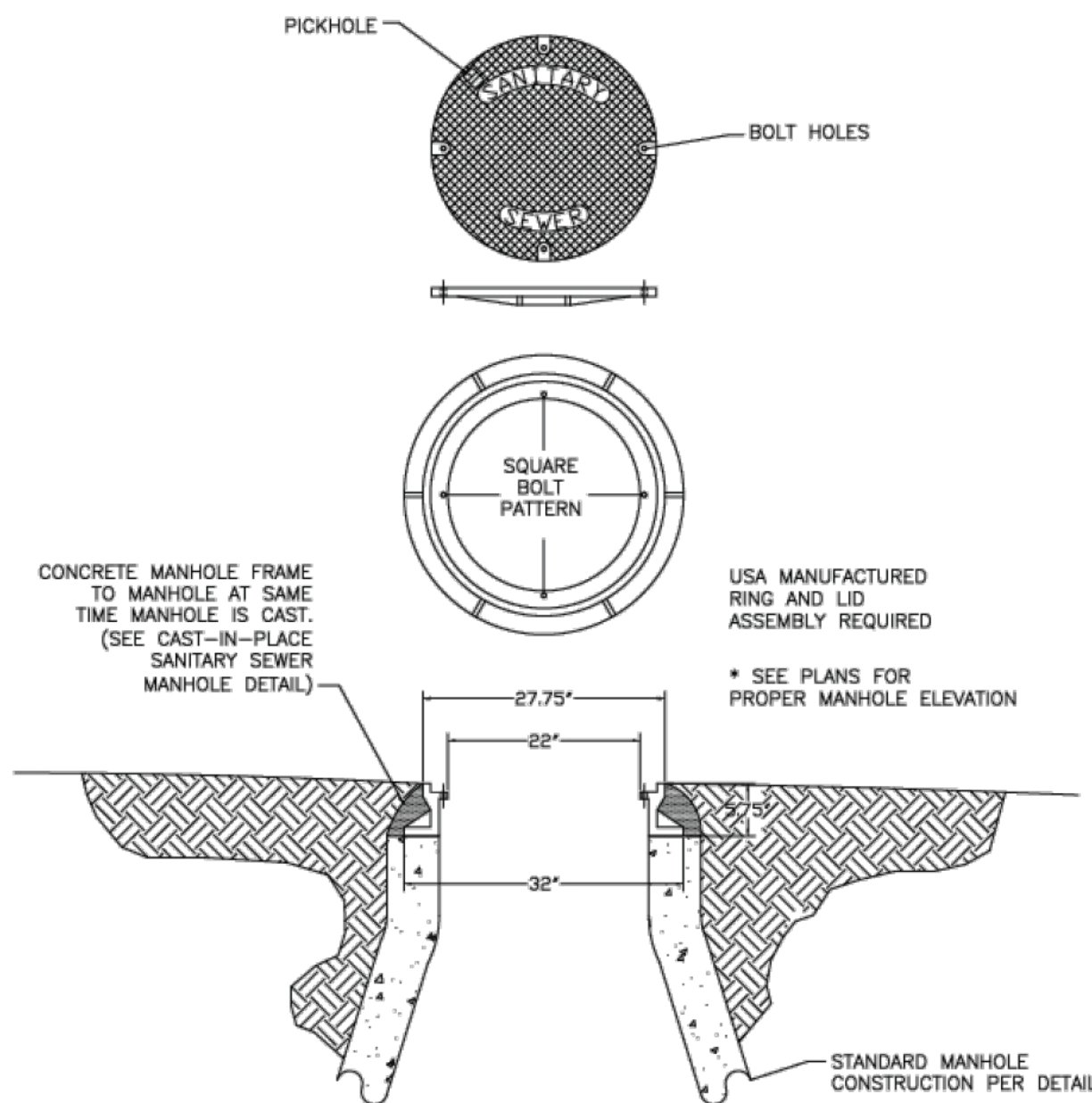
SANITARY SEWER DETAIL: SS03

HEAVY DUTY MANHOLE
LID & FRAME



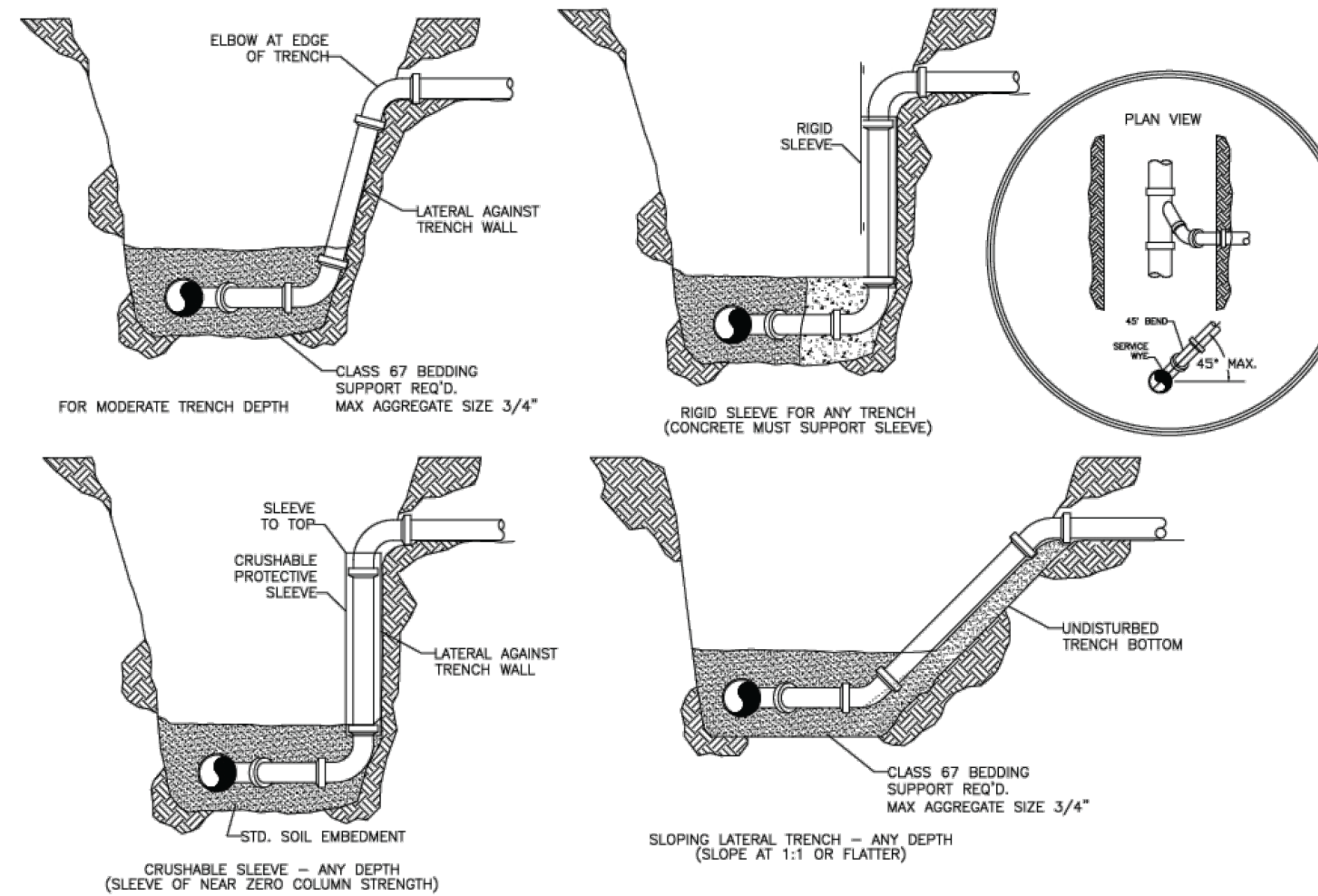
SANITARY SEWER DETAIL: SS04

WATER TIGHT BOLTED MANHOLE
LID & FRAME



SANITARY SEWER DETAIL: SS05

SANITARY SEWER
SERVICE WYE



SANITARY SEWER DETAIL: SS06



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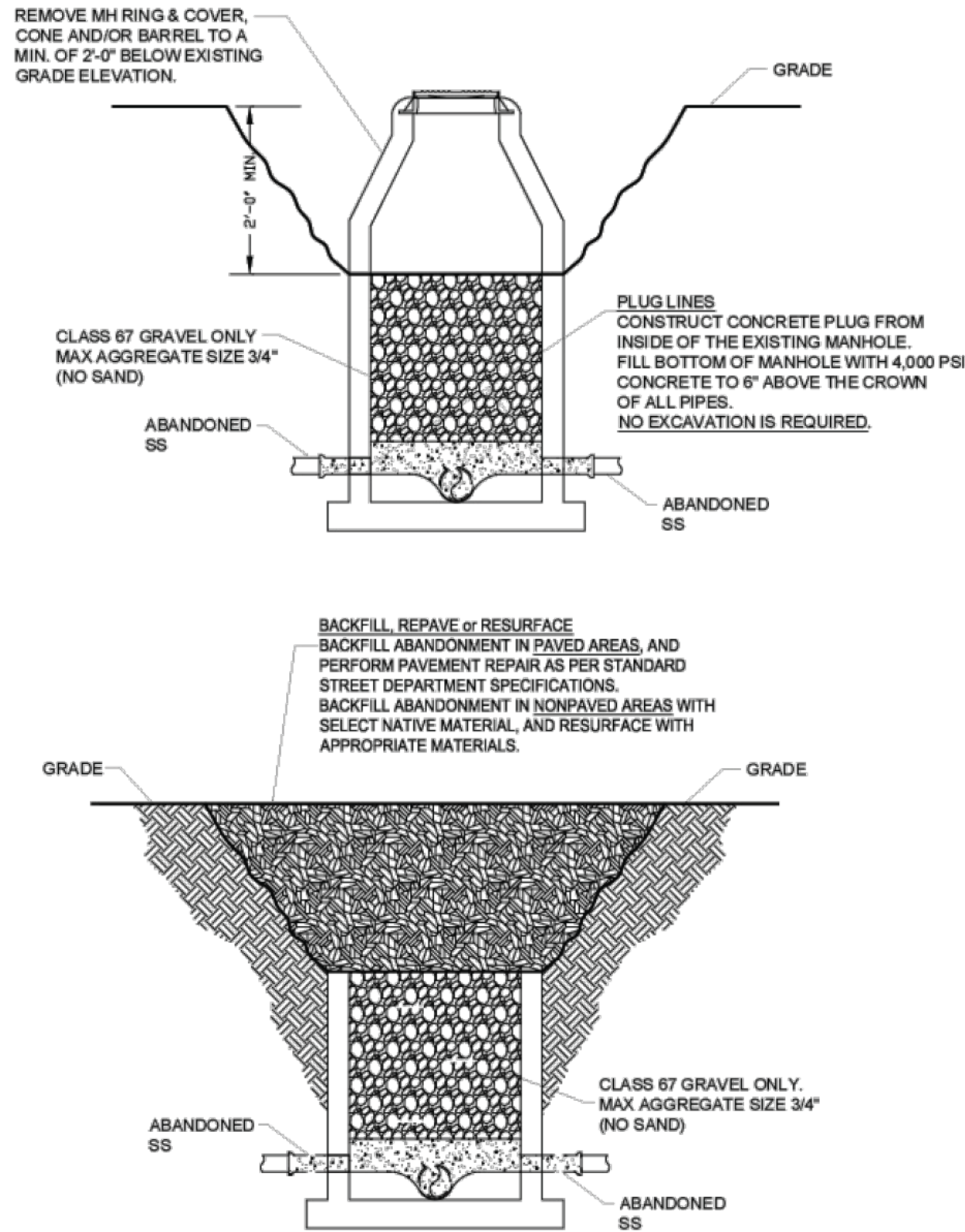
SAN. SEWER
DETAILS



REVISION:
2024

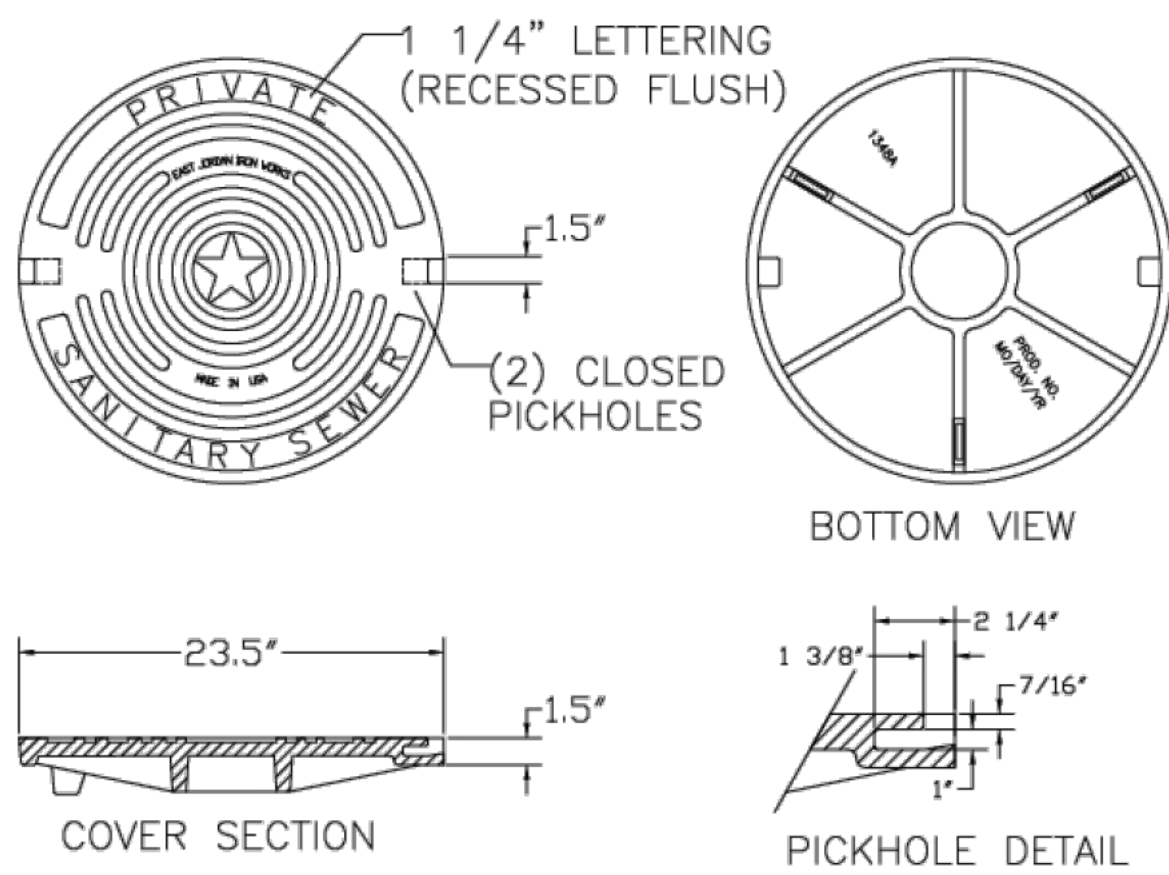
DRAWN BY:	JS	DATE:	08/27/2024
APPROVED BY:	AW	DATE:	08/27/2024
SHEET NUMBER:	1	OF	2
LSD24-0007			

SANITARY SEWER MANHOLE
ABANDONMENT



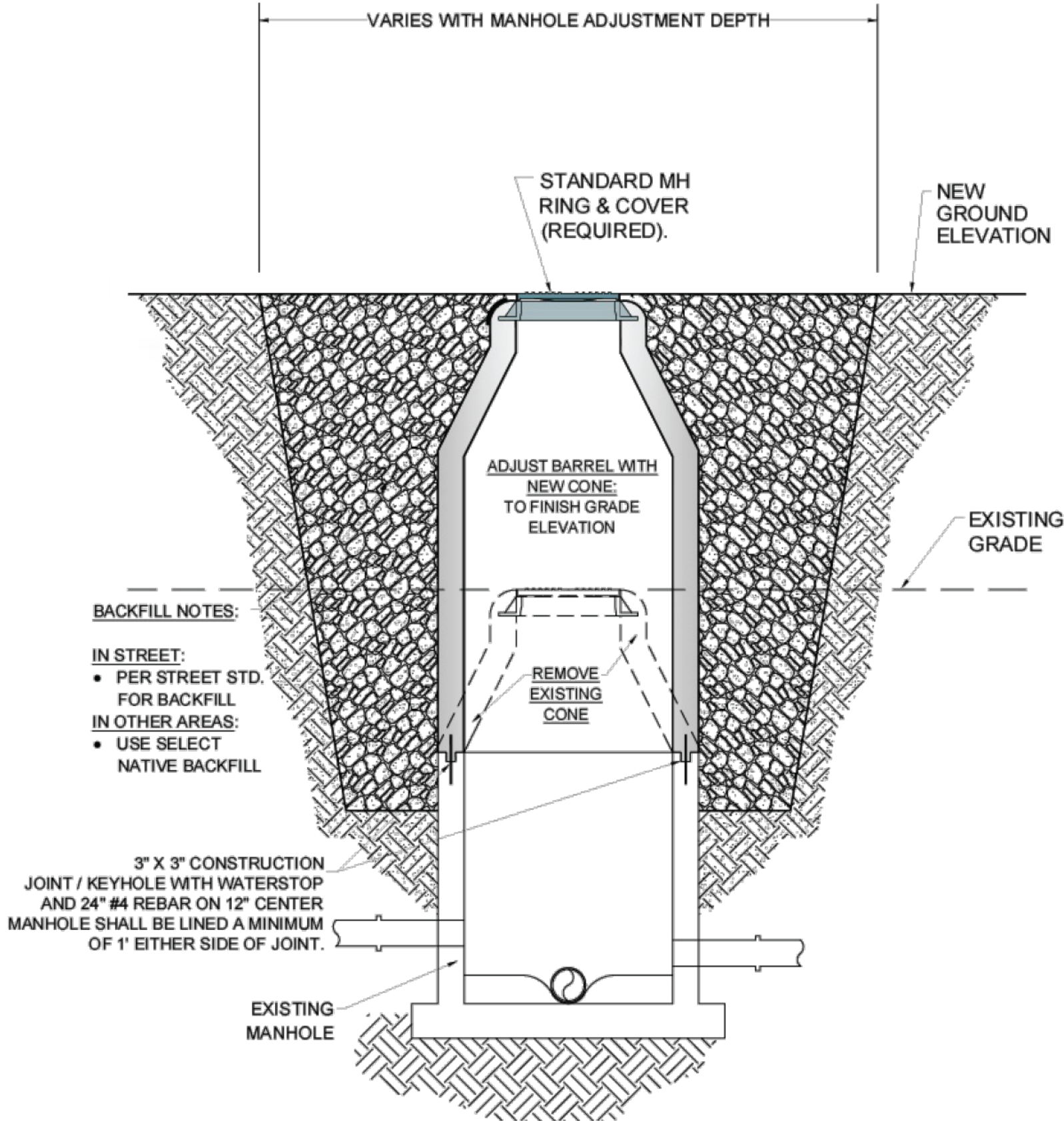
SANITARY SEWER DETAILS: SS07

PRIVATE MANHOLE
RING AND LID



SANITARY SEWER DETAILS: SS08

TYPICAL MANHOLE
ADJUST TO GRADE



SANITARY SEWER DETAILS: SS09



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SAN. SEWER
DETAILS

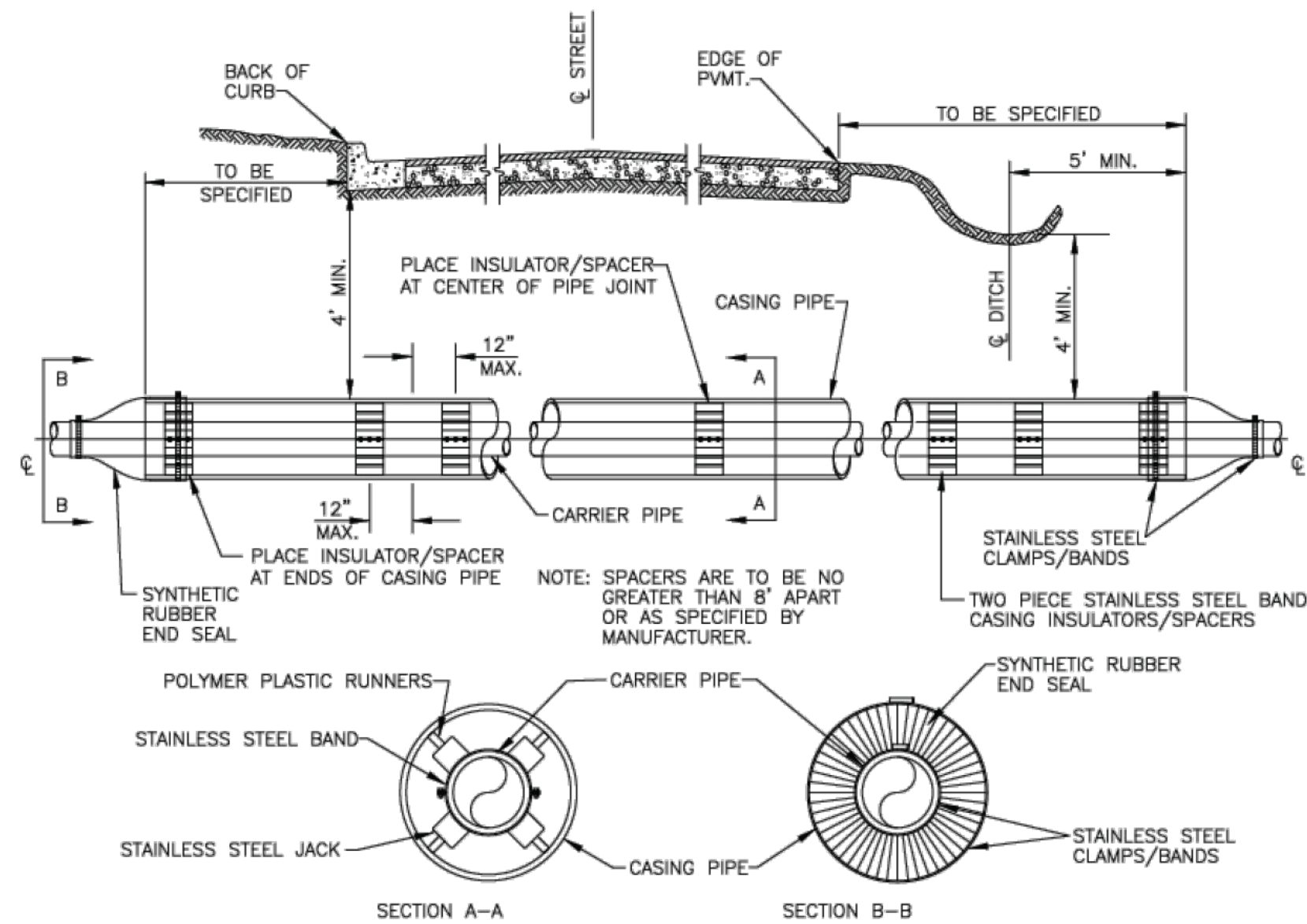


REVISION:
2024

NOTES:

DRAWN BY:	JS	DATE:	08/27/2024
APPROVED BY:	AW	DATE:	08/27/2024
SHEET NUMBER:	LSD24-0007	2	OF 2

ENCASEMENT DETAIL



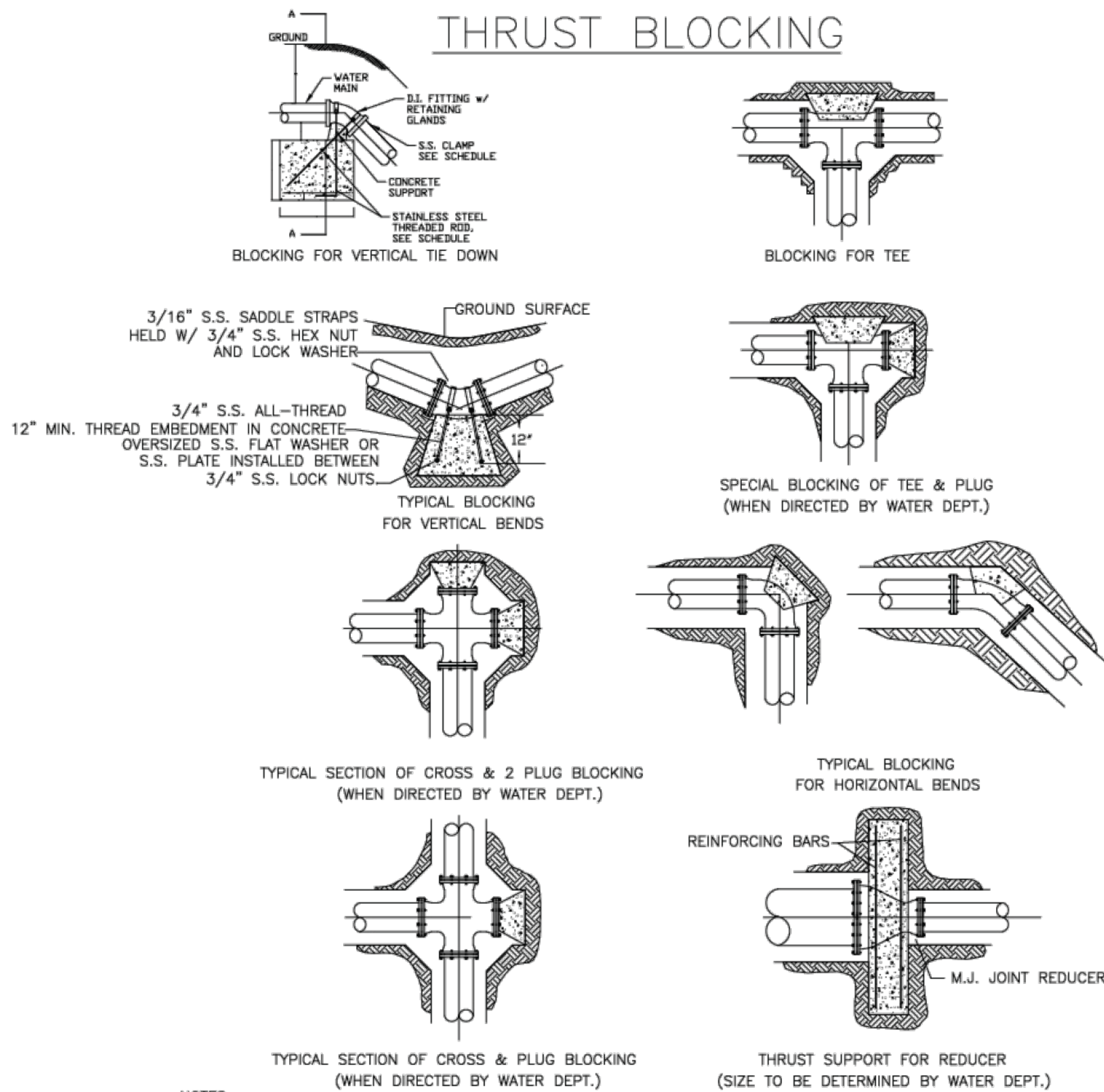
CARRIER & CASING SIZES										
PIPE SIZE	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
CARRIER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
CASING	16"	16"	16"	18"	24"	24"	30"	30"	36"	36"
CASING/WALL THICKNESS	.219	.219	.219	.250	.281	.344	.406	.406	.500	.500

NOTE: DUCTILE IRON, OR PVC PIPE REQUIRED FOR WATER, OR SEWER.

*ALL BELLS SHALL BE RESTRAINED INSIDE ENCASEMENT BY APPROVED METHOD.

GENERAL WATER/SEWER DETAIL: GWS01

THRUST BLOCKING



- NOTES:
1. ALL BLOCKING SHALL BE AGAINST UNDISTURBED SOIL USING 4,000 PSI CONCRETE.
 2. WHERE SOIL CONDITIONS MAKE IT NECESSARY TO POUR CONCRETE OVER JOINTS, THE ENDS OF THE ADJACENT PIPES MUST HAVE A THRUST BLOCK TO RESIST MOVEMENT OF THESE JOINTS.
 3. WEIGHT CALCULATIONS TO BE BASED ON REACTION BACKING TABLE (SEE GWS03).
 4. WHEN BLOCKING AGAINST FITTINGS, FITTINGS SHALL BE COVERED WITH POLYETHYLENE WRAP TO PREVENT BONDING OF CONCRETE.
 5. WHERE SHEAR BECOMES A PROBLEM PROPER REINFORCING MUST BE INSTALLED INTO THE BLOCKING.
 6. CLEARANCE SHALL BE A MINIMUM OF 6" BETWEEN PIPE AND OBSTRUCTIONS.
 7. CLEARANCE ON PIPES BELONGING TO OIL/GAS COMPANIES SHALL BE 18" UNLESS SPECIAL PERMISSION IS GIVEN BY THESE COMPANIES AND THE DEPARTMENT.
 8. 12" OF ALL THREAD EMBEDDED IN CONCRETE
 9. MIN. 5/8" ALL THREAD FOR SECTIONS 10FT OR UNDER

GENERAL WATER/SEWER DETAIL: GWS02

REACTION BACKING TABLE

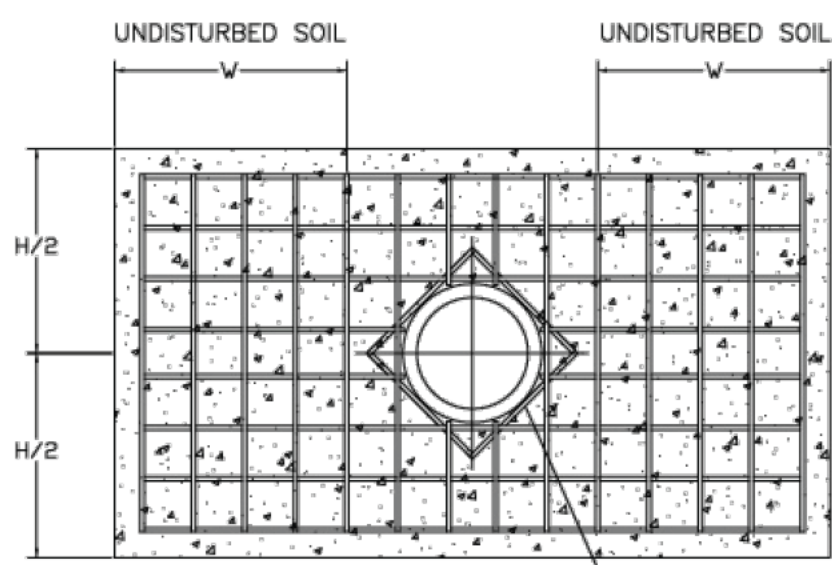
BLOCKING SCHEDULE						
PIPE SIZE		BENDS				ROD DIA.
		45°	22 1/2°	11 1/4°		
8"	VOLUME REQ'D (CU. FT.)	98.5	50.2	25.2	3/4 IN.	
	A (FT.)	5.00'	4.00'	3.00'		
	B (FT.)	4.00'	3.20'	2.80'		
	C (FT.)	5.00'	4.00'	3.00'		
	MIN. CLAMP (2 EA.)	3/8 IN. x 2 IN.				
12"	VOLUME REQ'D (CU. FT.)	209.5	106.8	53.7	3/4 IN.	
	A (FT.)	6.00'	5.00'	4.00'		
	B (FT.)	6.00'	4.25'	3.50'		
	C (FT.)	6.00'	5.00'	4.00'		
	MIN. CLAMP (2 EA.)	1/2 IN. x 2 IN.				
18"	VOLUME REQ'D (CU. FT.)	457.2	233.1	117.1	1 IN.	
	A (FT.)	8.00'	6.50'	5.00'		
	B (FT.)	7.25'	5.50'	4.75'		
	C (FT.)	8.00'	6.50'	5.00'		
	MIN. CLAMP (2 EA.)	5/8 IN. x 3 IN.				
24"	VOLUME REQ'D (CU. FT.)	800.3	408.0	205.0	1 1/4 IN.	
	A (FT.)	9.50'	7.50'	6.00'		
	B (FT.)	9.00'	7.25'	5.75'		
	C (FT.)	9.50'	7.50'	6.00'		
	MIN. CLAMP (2 EA.)	5/8 IN. x 3 IN.				
VOLUME CALCULATED ON THE BASIS OF CONCRETE REACTING THRUST ON THE RESPECTIVE BENDS UNDER AN INTERVAL PRESSURE OF 250 PSI. SURGE AND THE WEIGHT OF CONCRETE IS 150 POUNDS PER CU. FT.						

- NOTES:
1. ALL FITTINGS SHALL BE MECHANICAL JOINTS.
 2. DO NOT COVER BELLS OR FLANGES WITH CONCRETE.
 3. WRAP ALL FITTINGS WITH POLY WRAP.
 4. BACK ALL TEES ACCORDING TO SIZE OF BRANCH.
 5. BACKING FUTURE LINE EXTENSIONS SHALL BE SUCH THAT LATER REMOVAL IS POSSIBLE.
 6. ALL BENDS WHERE FITTINGS ARE USED, BOTH HORIZONTAL OR VERTICAL, SHALL BE BACKED WITH CONCRETE.
 7. REACTION BACKING TABLE IS BASED ON 150 PSI AND SOIL BEARING PRESSURE OF 2,000 LB/SQ. FT. ADDITIONAL BACKING MAY BE REQUIRED IN SOME AREAS AS REQUIRED BY CITY WATER DEPARTMENT.

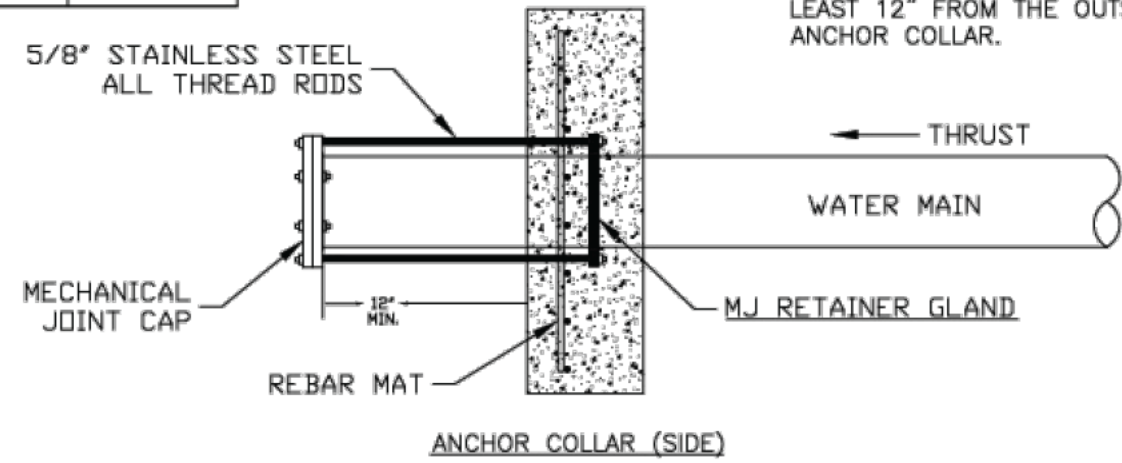
GENERAL WATER/SEWER DETAIL: GWS03

ANCHOR COLLAR SPECIFICATIONS

PIPE SIZE	ANCHOR COLLAR SCHEDULE					REINFORCING BARS	
	W	H	T	M		"A" BARS	"B" BARS
6"	1.5'	2.0'	1.0'	M.J. RETAINER GLAND		#6@6"	#6@6"
8"	1.5'	2.5'	1.0'	M.J. RETAINER GLAND		#6@6"	#6@6"
12"	2.0'	4.0'	1.5'	M.J. RETAINER GLAND		#6@6"	#6@6"
18"	3.0'	4.5'	1.5'	M.J. RETAINER GLAND		#6@6"	#6@6"
20"	3.0'	5.0'	2.0'	M.J. RETAINER GLAND		#6@6"	#6@6"
24"	3.5'	5.5'	2.0'	M.J. RETAINER GLAND		#7@6"	#6@10"
30"	6.5'	6.0'	2.5'	4"		#8@6"	#7@10"
36"	7.0'	7.0'	2.5'	4"		#8@6"	#7@10"



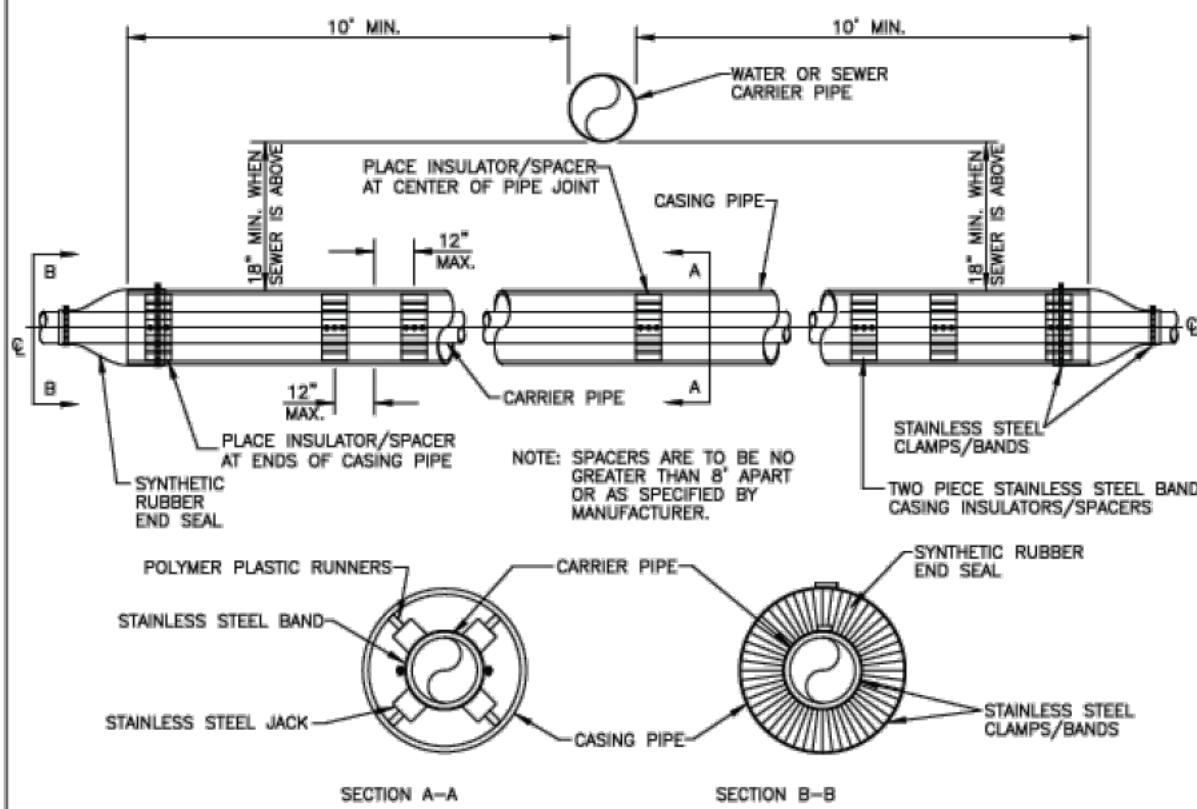
ROD REQUIREMENTS	
MAIN SIZE	NO. OF RODS
6"	2
8"	4
12"	4
18"	6
24"	6
30"	8
36"	8



NOTE:
ALL-THREAD STEEL RODS SHALL BE 5/8" STAINLESS STEEL WITH STAINLESS STEEL HARDWARE.

GENERAL WATER/SEWER DETAIL: GWS04

ENCASEMENT CROSSING DETAIL



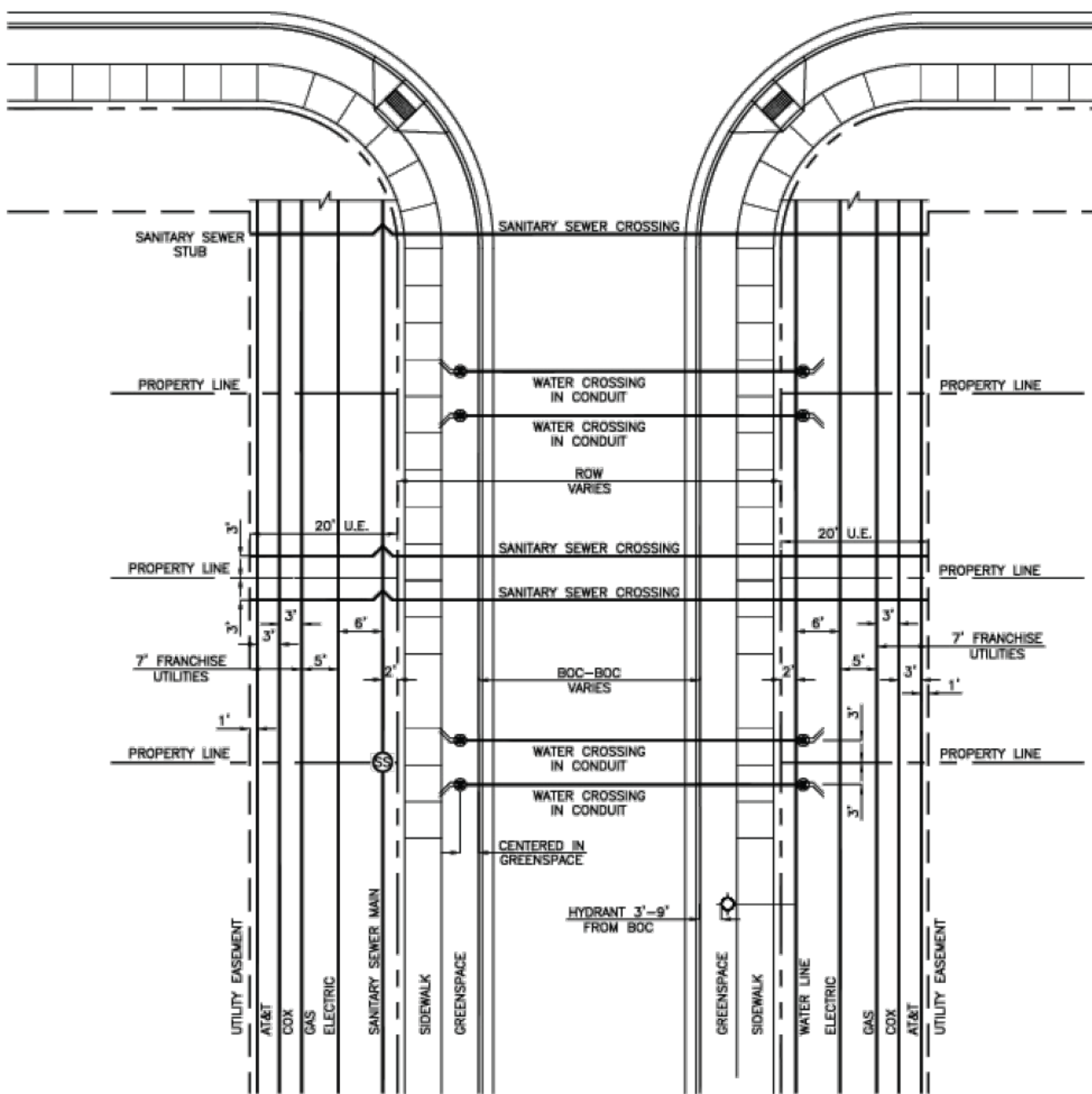
CARRIER & CASING SIZES										
PIPE SIZE	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
CARRIER	4"	6"	8"	10"	12"	14"	16"	18"	20"	24"
CASING	16"	16"	16"	18"	24"	24"	30"	30"	36"	36"
CASING/WALL THICKNESS	.219	.219	.219	.250	.281	.344	.406	.406	.500	.500

NOTE: DUCTILE IRON, OR PVC PIPE REQUIRED FOR WATER, OR SEWER.

*ALL BELLS SHALL BE RESTRAINED BY APPROVED METHOD.

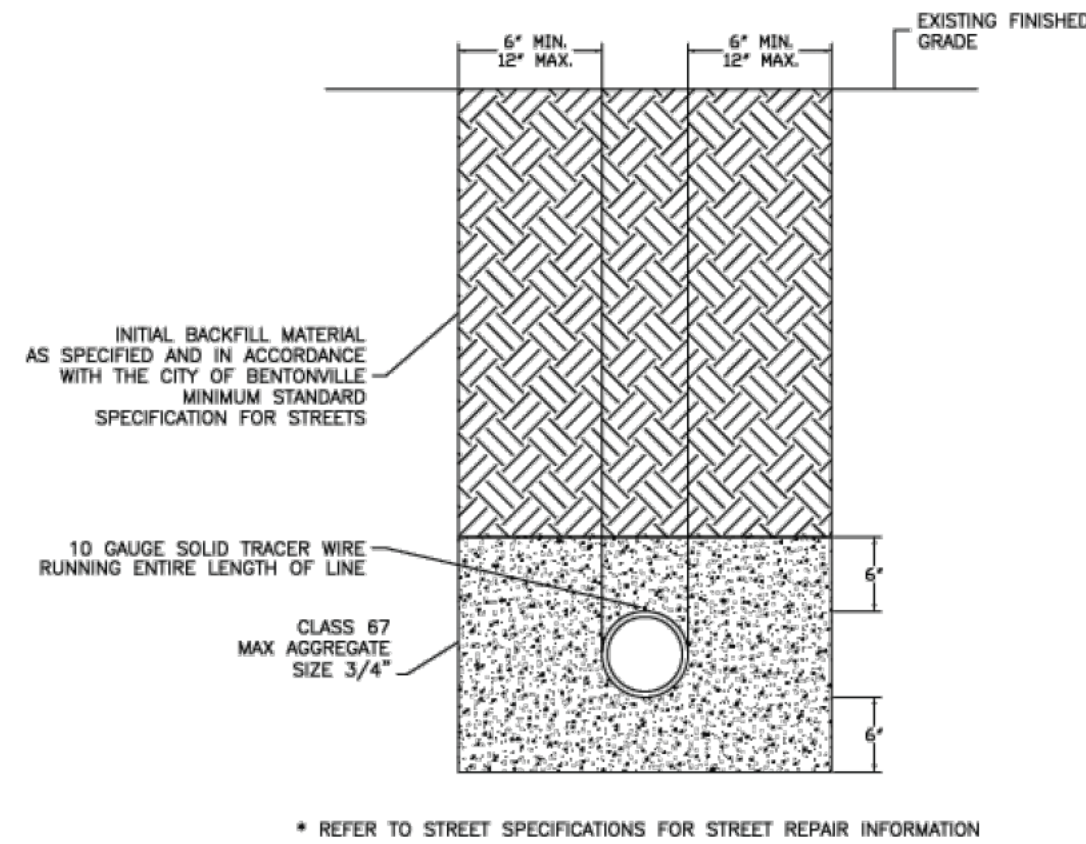
GENERAL WATER/SEWER DETAIL: GWS05

SUBDIVISION UTILITY PLACEMENT



GENERAL WATER/SEWER DETAIL: GWS06

TYPICAL BEDDING DETAIL



* REFER TO STREET SPECIFICATIONS FOR STREET REPAIR INFORMATION

GENERAL WATER/SEWER DETAIL: GWS07



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Bentonville, AR 72712
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WATER/SEWER DETAILS



REVISION:
2024

DRAWN BY: JS	DATE: 08/27/2024
APPROVED BY: AW	DATE: 08/27/2024
SHEET NUMBER: 1	OF 1
LSD24-0007	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO CHANGE ORDER NO. 1 WITH CROSSLAND CONSTRUCTION, TO UPSIZE THE SANITARY SEWER LINE AT THE PARKS MAINTENANCE FACILITY, IN AN AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND ONE SIXTY-FOUR DOLLARS AND SEVENTY-FOUR CENTS (\$45,164.74); AND FOR OTHER PURPOSES.

WHEREAS, this change order authorizes the upsize of the sanitary sewer line from 10” to 18” which will accommodate all upstream development per Plan Bentonville; and

WHEREAS, this project is funded with money in the sewer rehab fund which is already budgeted; therefore, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into Change Order No. 1 with Crossland Construction, upsizing the sanitary sewer line from 10” to 18”, in an amount not to exceed forty-five thousand one hundred sixty-four dollars and seventy-four cents (\$45,164.74);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/13/2025	Submitted By:	Beau Thompson
Phone:	479.271-3140	For Department(s):	Water Utilities (Water)
Email:	bthompson@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 Award Bid IFB-25-11 48" Transmission Main Valves Procurement
Action Recommendation & Justification:	Resolution authorizing an agreement with DeZurik Inc., for the 48" Transmission Main Valves in the amount of \$921,778.00, associated with ARDOT project 090512 Hwy 112 relocation. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Total project cost is \$20,574,200.00. The 090512 project is 99.53% reimbursable with the City responsible for \$4,332.36. Olsson Engineering reviewed the bid submissions, determining the low bidder does not meet the State's requirements for Buy American Build American and recommends an award to the next lowest bidder DeZurik Inc. The early procurement of the 14 valves is needed due to the extended lead time of the 48" butterfly valves. This qualifies for advance payment by ARDOT.
Amount for Approval:	\$ 921,778.00

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

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



April 29, 2025

Bentonville Water Utilities

Attn: Beau Thompson, Manger - Technical Services
3200 SW Municipal Dr.
Bentonville, AR 72712
Delivered Via Email: <bthompson@bentonvillear.com>

RE: IFB-25-11 RE-BID, 48" Transmission Main Valves Procurement

Dear Mr. Thompson:

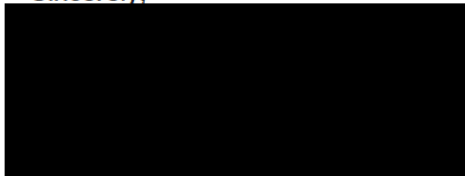
The City of Bentonville's purchasing department received five (5) bids for the above-referenced project on April 16, 2025. The low bidder was Vector Controls of Plano, Texas. Their submitted bid includes foreign manufactured valves by AV-Tek. Project specifications require compliance with the Buy America, Build America (BABA) Act that requires products to be of domestic manufacture. This requirement was included in the project specification due to project funding requirements by the Arkansas Department of Transportation (ARDOT). Since Vector Controls would be providing a foreign product that does not meet the BABA Act, Olsson recommends rejection of their bid.

The second lowest bidder was Dezurik, Inc. of Sartell, Minnesota. Dezurik is a valve manufacturer that has been in business since 1928 who can provide valves of domestic manufacture. Olsson reviewed available technical data from Dezurik and found they meet the technical requirements of the project except for the alternates noted in their bid. Dezurik's 6-inch, 8-inch, and 10-inch butterfly valves were submitted as alternates. These alternate valves meet project specifications except for the "double offset" shaft/disc design that was desired for the inline buried 48-inch valves. We recommend Bentonville allow these smaller valves to be alternate as they meet the Water Utilities' standard specification and will be installed in vaults where they will be easier to maintain.

Based on our review, Olsson recommends the City of Bentonville award this bid to Dezurik, inc. Our recommendation is based on a review of available technical data and their ability to meet the project funding requirements as outlined in the Build America, Buy America (BABA) Act.

If you have any questions, feel free to contact me at 479.332.3935 or at cdougherty@olsson.com.

Sincerely,



Chris Dougherty, PE
Group Leader, Water/Wastewater

Cc: Chad Coats, ARDOT;file

		CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT																
FORMAL SEALED BID TABULATION																		
Date of Bid Opening:		4/17/25		Time of Bid Opening:				1:00 PM				IFB-25-11 RF-BID						
Solicitation Title: 48" Transmission Main Valves Procurement																		
Bidders:																		
Instrument & Supply, Inc.																		
DeZure, Inc.																		
Scruggs Company Submission #1																		
Scruggs Company Submission #2																		
Vector Controls																		
Line Item	Quantity	Unit of Measure	Description	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times	Unit Price	Extended Price	Lead Times
1	14	EA	48-Inch FLOUG Butterfly Valves Note: Associated with CAV vaults	\$71,277.00	\$997,878.00	44 Weeks	\$69,692.00	\$980,688.00	7 In 34-36 Weeks In 40-43 Weeks	\$105,612.75	\$1,478,578.50	2 - 38 Weeks 12 - 66 Weeks	\$181,457.93	\$2,540,411.02	28 Weeks	\$50,050.63	\$700,708.82	28 Weeks
2	2	EA	6-Inch FLOUG Butterfly Valves Note: Associated with CAV vaults	\$6,127.00	\$12,254.00	38 Weeks	\$4,204.00	\$8,408.00	40 Weeks	\$5,747.08	\$7,494.18	38 Weeks	\$4,127.06	\$8,254.12	28 Weeks	\$2,411.61	\$4,823.22	Stock
3	1	EA	8-Inch FLOUG Butterfly Valves Note: Associated with CAV vaults	\$6,990.00	\$6,990.00	38 Weeks	\$4,365.00	\$4,365.00	40 Weeks	\$4,363.58	\$4,363.58	38 Weeks	\$5,533.04	\$5,533.04	28 Weeks	\$2,904.36	\$2,904.36	Stock
4	2	EA	10-Inch FLOUG Butterfly Valves Note: Associated with CAV vaults	\$8,123.00	\$16,246.00	38 Weeks	\$4,924.00	\$9,848.00	40 Weeks	\$4,802.67	\$9,605.34	38 Weeks	\$7,680.33	\$15,360.66	28 Weeks	\$3,640.88	\$7,281.76	Stock
5	2	EA	6-Inch Combination Air Release and Vacuum Valve Assembly Note: Include surge check valve in assembly	\$15,133.00	\$30,266.00	30 Weeks	\$6,498.00	\$12,996.00	40-42 Weeks	\$14,634.68	\$29,269.36	20 Weeks	\$14,634.68	\$29,269.36	20 Weeks	\$2,972.14	\$5,944.28	12 Weeks
6	1	EA	8-Inch Combination Air Release and Vacuum Valve Assembly Note: Include surge check valve in assembly	\$17,056.00	\$17,056.00	30 Weeks	\$8,895.00	\$8,895.00	40-42 Weeks	\$22,635.84	\$22,635.84	20 Weeks	\$22,635.84	\$22,635.84	20 Weeks	\$5,005.71	\$5,005.71	12 Weeks
7	2	EA	10-Inch Combination Air Release and Vacuum Valve Assembly Note: Include surge check valve in assembly	\$22,080.00	\$44,160.00	30 Weeks	\$13,389.00	\$26,778.00	40-42 Weeks	\$38,456.40	\$76,912.80	20 Weeks	\$38,456.40	\$76,912.80	20 Weeks	\$8,796.50	\$17,593.00	12 Weeks
Total Bid Price				\$1,124,870.00			\$821,778.00			\$1,638,859.40			\$2,688,376.84			\$744,261.15		
				***Total Bid Price Corrected During Bid Evaluation						***Total Bid Price Corrected During Bid Evaluation			***Total Bid Price Corrected During Bid Evaluation			***Total Bid Price Corrected During Bid Evaluation		
auct@bentonvil.org - (479) 375-3115																		
TABULATION VERIFICATION																		




Purchasing and Compliance Specialist
Kelli Fredericks
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DEZURIK, INC., FOR THE PURCHASE OF THE 48” TRANSMISSION MAIN VALVES, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED TWENTY-ONE THOUSAND SEVEN HUNDRED SEVENTY-EIGHT DOLLARS (\$921,778.00), FOR USE BY THE WATER DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, DeZurik, Inc. is the lowest qualified bidder for bid IFB-25-11 in that Olsson Engineering has determined that the actual lowest bidder did not meet the State’s requirements for Buy American Build American;

WHEREAS, this contract covers the purchase of 48” Transmission Main Valves for the City of Bentonville Water Department; and

WHEREAS, this will be paid with budgeted funds and no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with DeZurik, Inc., for the purchase of 48” Transmission Main Valves, in an amount not to exceed nine hundred twenty-one thousand seven hundred seventy-eight dollars (\$921,778.00);

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK