



BENTONVILLE CITY COUNCIL AGENDA

**Regular City Council Meeting
Community Development
Planning Commission Meeting Room**

**Tuesday, March 26, 2019 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: March 12, 2019**

AGENDA

1. Presentation of the 2018 Annual Development report. **(Pages 4-20)**
2. Planning:
 - 2a. **Ordinance changing real estate from PUD, Planned Unit Development to C-2, General Commercial: KCG BV, LLC, Southwest Regional Airport Boulevard and Southwest Buckeye Street.**
(Pages 23-25)
The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas include uses that serve both nearby residents and the larger community and region. In addition, the site is adjacent to a major arterial road (SW Regional Airport Boulevard), which may suggest a more intensive use. The site's adjacency to a major arterial road, surrounding uses, and general compatibility with the Future Land Use Plan may justify a rezoning to C-2, General Commercial.
 - 2b. **Ordinance changing real estate from PRD, Planned Residential Development to R-O, Residential Office: Parnell, 2302 SW I Street.**
(Pages 26-32)
The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. Medium Density Residential areas include townhouse or duplex residential properties. According to the applicant's narrative, the site would establish a good transition between the adjacent arterial road to the east and the residences to the west. In addition, the site's adjacency to a major arterial road (Southwest I Street) and surrounding uses may justify a rezoning to R-O, Residential Office.

- 2c. **Ordinance changing real estate from C-3, Mixed-Use Commercial to DC, Downtown Core: Emergent Property Management, 109 SE 14th Street.**

(Pages 33-35)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as Mixed-Use Commercial. Mixed-Use Commercial areas include uses that provide goods and day-to-day services to nearby residents. Local retail and small offices are appropriate in these areas. This site is the subject of a proposed large-scale development for EMC Development (LSD19-0005), a retail and office building. This development is generally compatible with the Future Land Use Plan; however, there are no guarantees of this development's construction at this time. The site's adjacency to a major arterial road, general downtown location, and compatibility with the Future Land Use Plan may justify a zoning to DC, Downtown Core.

- 2d. **Ordinance accepting a lot Split of Lots 1-3 of Presley Place Subdivision, Mud Puddle Investments, LLC, 806 NW A Street, DN-2, Downtown Medium-Density Residential.**

(Pages 36-38)

The Planning Commission voted 5-0, recommending approval.

A lot split of a previously unplatted tract of land, creating Lots 1 (+/- .29 acres), 2 (+/- .35 acres), and 3 (+/- .72 acres) of Presley Place Subdivision.

The plat dedicates 20-foot utility easements along all front property lines and 7.5-foot utility easements along all side property lines. The plat dedicates approximately 16-feet of right-of-way along NW A Street and 1.7 feet of right-of-way along N Main Street.

- 2e. **Ordinance accepting Subdivision Code Amendments.**

(Pages 39-50)

The Planning Commission voted 5-0, recommending approval.

Staff periodically reviews the Subdivision Code for clarification, corrections, or updates to meet current conditions. The staff report summarize the most significant issues and proposed changes to the code. Staff requests approval of the proposed ordinance to amend Chapter 15 Subdivision Code.

3. Public hearing and ordinance vacating an Alley ROW Vacation between 704 and 706 NE A Street of Demings 2nd Addition. **(Pages 51-53)**

4. Council approval of Mayor Orman's recommendation to appoint Gary Wilson to serve as the City's representative on the Benton County Regional Solid Waste Management District's Board. Mr. Wilson will replace Mike Bender whose term expires May 14, 2019. **(Pages 54-55)**
5. Recommend Mayor and City Council award the bid for Substation "E" maintenance to Service Electric in the amount of \$32,090.00. **(Pages 56-58)**
6. Mayor and City Council to award bid #IFB-19-09 to Lonnie Cobb Ford, LLC for the purchase of (3) 2019 4X4 Crew Cab and Chassis. Please see attachments. **(Pages 59-88)**
7. City Council approval of Bid #IFB-19-17 in the amount of \$53,550.00 to Fine Cut Lawns for mowing services for Parks and Recreation. **(Pages 89-110)**
- 8a. City Council approval of a resolution, authorizing the Mayor and Clerk to enter into an agreement with Toole Design, in the amount of \$144,900.00 for the update of the Bentonville Bike and Pedestrian Master Plan. **(Pages 111-125)**
- 8b. City Council approval of budget adjustment, in the amount of \$175,000.00, to recognize a grant from the Walton Family Foundation for the update of the Bike Pedestrian Master Plan. **(Pages 126-145)**
9. Staff seeks City Council approval of a budget adjustment for \$10,520.00. The request includes moving funding from Operational Expenses into Capital to allow for the purchase of a custodial walk behind floor scrubber for the Bentonville Community Center. There are no additional funds being requested for this item. **(Pages 146-148)**
10. Wastewater Treatment Staff requests Council and Mayor Orman award Bid #IFB19-16 for installation of eight (8) Lakeside aeration rotors to Crossland Heavy Contractors for an amount not to exceed \$101,000.00. **(Pages 149-192)**
11. Staff requests Bid Approval of IFB-19-15 for purchase and delivery of Praestol 279 FLX Polymer in 250-gallon totes at the price of \$1.74 per pound. Brentag is the low bidder of two bids received. Bid tabulation attached. Polymer is used in the biosolids reduction process at the wastewater treatment facility, and \$115,000.00 was budgeted for polymer in 2019. **(Pages 193-195)**



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
X	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

Shelli Kerr

Department

Planning Services

Phone

271-6822

ACTION REQUIRED:

Presentation of the 2018 Annual Development report.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





2018

ANNUAL DEVELOPMENT REPORT

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www.bentonvillear.com

ACKNOWLEDGEMENTS

Mayor

Stephanie Orman (2019)

Bob McCaslin (2007-2018)

2018 City Council

Ward 1	Stephanie Orman	Chad Goss
Ward 2	Tim Robinson	Chris Sooter
Ward 3	Aubrey Patterson	Bill Burckart
Ward 4	Octavio Sanchez	Jon Terlouw

2018 Planning Commission

Scott Eccleston	Richard Binns
Jim Grider	Dana Davis
Joe Haynie	Rod Sanders
Elaine Kerr	

2018 Board of Adjustment

Rustin Chrisco	Joe Haynie
Sam Pearson	Rick Rogers
Jan Holland	

2018 Tree & Landscape Advisory Committee

David Short	Nathan Lembke
Chris Sooter	Ralph Weber
Scott Eccleston	

2018 Public Arts Advisory Committee

Tania Knudsen	Johnetta Dexter
Becky McCoy	Jerris Palmer
Lauren Haynes	Tim Robinson
Kalene Griffith	

Community Development Staff

Ellen Norvell

Interim Community Development Director

Planning

Shelli Kerr, AICP, Planning Services Manager

Jon Stanley, Senior Planner

Danielle Semsrott, AICP, Senior Planner

Tyler Overstreet, Planner

Ali Worley, Planning Technician

Building Inspection

Lance Blasi, Chief Building Inspector

Terry Gosnell, Building Inspector

Brian Peoples, Building Inspector

Troy Davis, Code Enforcement Officer

Darren Warren, Code Enforcement Officer

Annette Brightwell, Permit Administrator

Lori Leonard, Plans Examiner II

Kim Hatcher, Building Permit Clerk II

Nancy Jackson, Building Permit Clerk I



Permitting data indicates continued growth in Bentonville. Bentonville's current population estimate is 49,629, an increase of 4% from 2017. For the fourth consecutive year, the number of building permits issued increased, up 11% from 2017. The total valuation of all building permits was nearly \$500 million, an increase of 25% from 2017.

RESIDENTIAL

Residential development continues its upward trend. In 2018, 1,519 residential units began construction, an increase of 68% from 2017, and 898 units were completed, down 16%. The total value of all residential permits was \$304.5 million, an increase of 62% from 2017.

2018 was a record year for multi-family developments with 1,032 units that began construction and 404 completed. In fact, multi-family units made up 45% of all residential units completed.

Looking ahead, the Planning Commission approved plans to accommodate up to 1,221 new residential units, most of which are for single-family houses. While 2018 was a record year for multi-family construction, plans for future multi-family development decreased significantly with a 90% decrease in units approved.

COMMERCIAL

Construction began on more than 16.5 million square feet of new commercial last year and 46 new commercial projects were completed, an increase of 59% from 2017. In terms of the number of permits issued, alterations and additions to existing facilities made up 69% of all commercial building permits.

Over 600,000 square feet have been planned in 24 new commercial projects. These projects include restaurants, offices, hotels, and mini-warehouse storage facilities.

2018 Highlights

- 4% population increase
- 11% increase in permits
- 8% increase in inspections

49,629

Population estimate

\$500 million

Value of building permits

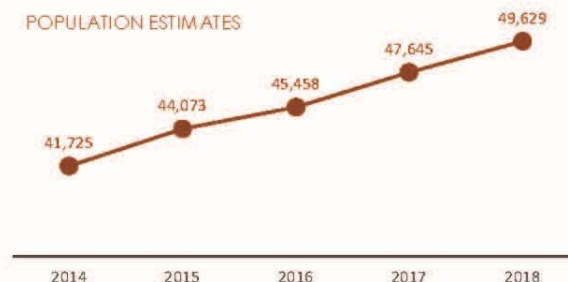
19,810

Building Inspections

726

Completed Structures

POPULATION ESTIMATES





Residential development continues its upward trend, with marked increases in building permits, units, and remodels. The total number of residential structures started was up 11%, with 561 building permits issued. These permits included 1,519 units (32% single-family and 68% multi-family) totaling 2.9 million square feet at a value of \$298 million. Data suggests a continuing trend of renovations to existing residential structures. The city issued 152 permits for residential remodels, alterations and additions, an increase of 16% from 2017. Of the 898 units completed, 55% were single-family.

SINGLE-FAMILY

Single-family development is steadily increasing. The city issued 487 single-family building permits, an increase of 6% from 2017. The number completed in 2018 was 494, similar to last year's 495 completed. The average value of a single-family permit was \$289,317. The average size of a single-family home was slightly smaller than last year at 2,883 square feet compared to 2,953 in 2017.

MULTI-FAMILY

The significant increase in multi-family units, value and size are the most notable changes in the 2018 numbers. The city issued building permits for 74 multi-family buildings (up 61%) with 1,032 units (up 132%). However, the number of multi-family units completed was down 30% from 2017. The average value of a multi-family unit was \$152,557, up nearly 37% from 2017. The average size of a multi-family unit was 1,460, 25% larger than those permitted the previous year.

2018 Highlights

- 6% increase in single-family permits
- 16% increase in remodels and additions
- 61% increase in multi-family permits

1,519
Residential units started

898
Residential units completed

\$289,317
Average value of single-family

ADDITIONS & REMODELS

Additions and remodels continue to play a significant role in residential activity. The number of permits issued for such work increased 16% between 2017 and 2018, with a 2018 value of \$6.1 million, up 50% from 2017.



Permitted Residential Development

2018





PLATTED LOTS

The total number of residential lots final platted in 2018 was 259, down 16% from 2017. However, this follows two record years with nearly 300 lots in 2017 and 638 in 2016. The number of lots preliminarily platted was up by 14% from 2017 with 782 in 2018.

LARGE SCALE DEVELOPMENTS

Residential large scale development dropped significantly after record levels last year. Planning Commission approved nine projects totaling 180 units in 2018, down 90% from 2017. Of the projects approved, 64% of the units are townhomes and the remainder are multi-family units.

REZONINGS

The number of requests to rezone property to a residential district decreased from 46 in 2017 to 26 in 2018. Of those, 42% were rezoned to a downtown residential district.



2018 Highlights

- 14% increase in preliminary platted lots
- 15% decrease in final platted lots

180 units

Planned townhome
and multi-family

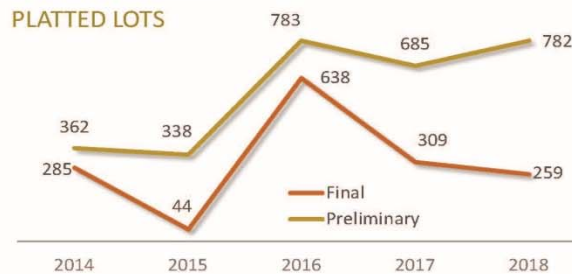
259 lots

Final platted

782 lots

Preliminary platted

PLATTED LOTS



Planned Residential Development

2018





PERMITTED & COMPLETED

Although the number of commercial projects that started construction were lower in 2018, the number completed was higher than in 2017.

The city issued 165 commercial permits; 31% new commercial and the rest were additions and alterations. While the number of commercial permits was lower than last year, the project sizes were larger. A total of 16.5 million square feet of new commercial were permitted compared to 1.8 million square feet permitted in 2017. The city closed out 46 new commercial projects, an increase of 58% from 2017.

The most notable change in commercial permits was the increase in additions and alterations. The number permitted was up 11% and the total square feet permitted went from 651,419 in 2017 to over two million in 2018.

PLANNED

The number of commercial projects planned was lower than in 2017, but the size of those projects are larger. Planning Commission approved 24 new commercial projects, down 28%, totaling 613,597 square feet, up 7%.

The number and size of industrial projects planned decreased. Planning Commission approved three industrial projects compared to five last year. The total size approved in 2018 was 184,650 square feet, significantly lower than the 1.6 million square feet approved last year.

2018 Highlights

- 32% decrease in new commercial permits
- 11% increase in commercial remodels

\$2.74 million

Average value of new commercial permit

46

New commercial completed

798,247 sq. ft.

Commercial and industrial planned

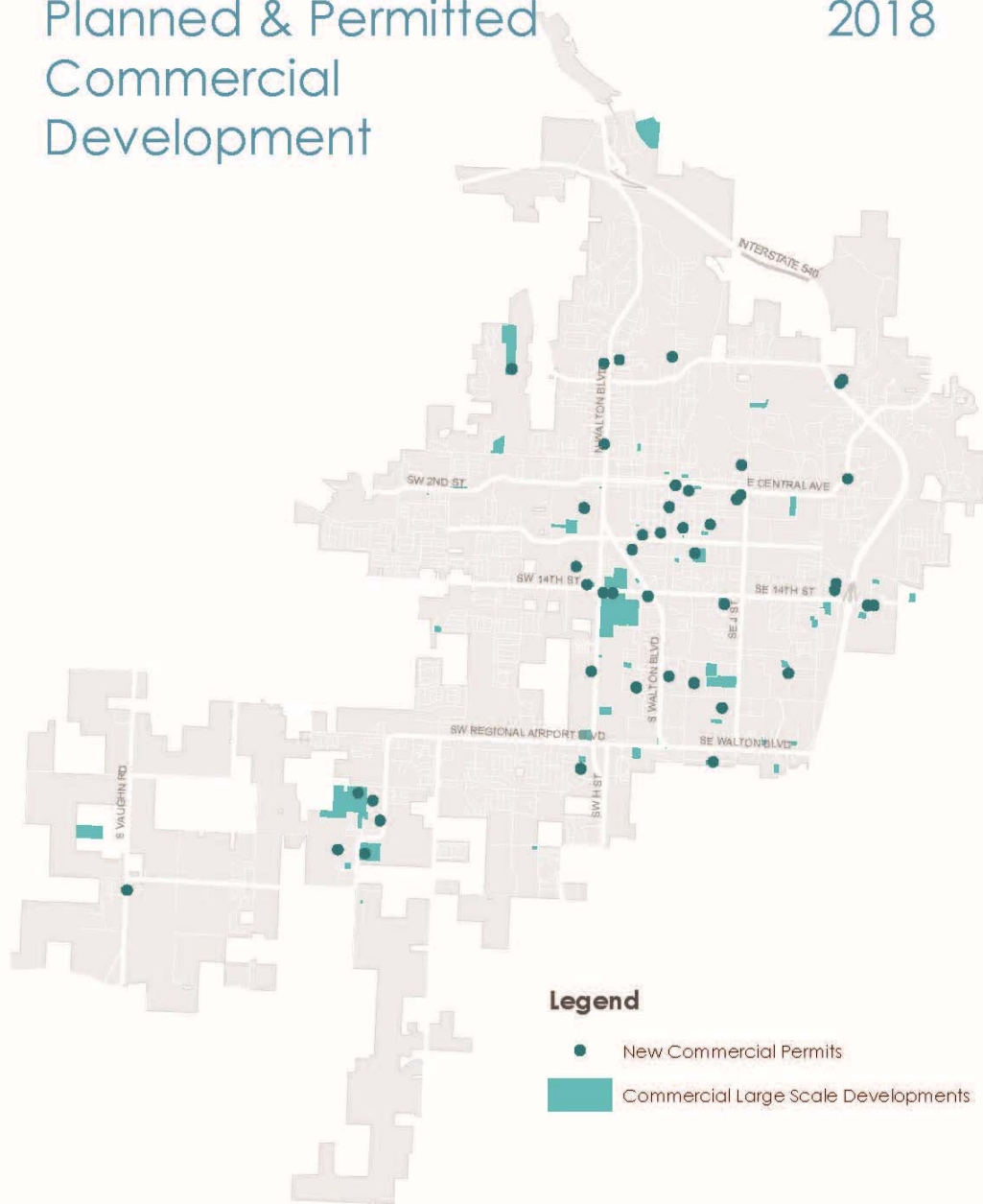


COMMERCIAL PERMITS



Planned & Permitted Commercial Development

2018





COMMUNITY PLAN ADOPTED

City Council approved the new Bentonville Community Plan on October 23, 2018. The plan establishes a vision for the future and serves as a guide for decision-making. It includes planning elements for land use and growth, housing, commerce, transportation and mobility, open spaces, environment, community facilities and infrastructure. Subarea plans are provided for five distinct areas facing rapidly changing conditions.

DEVELOPMENT PROCESS STREAMLINED

In 2018, planning, electric, engineering, water, sewer, transportation and wastewater departments collaborated to improve the submittal and review process for preliminary plats and large-scale developments. The process requires more information from developers earlier in the process to ensure a more comprehensive review. The new TrakIt project management and permitting software has improved the response time and communication between departments. All planning submittals are now accepted digitally online, eliminating the numerous copies previously required for each submittal and providing a cost-savings to applicants.

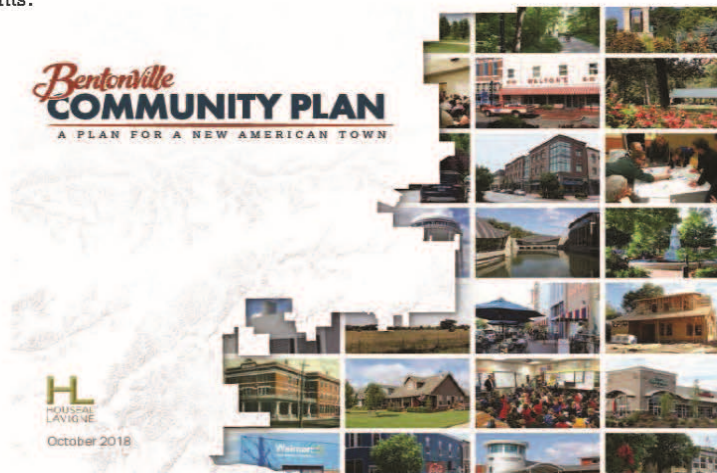
ZONING CODE AMENDED

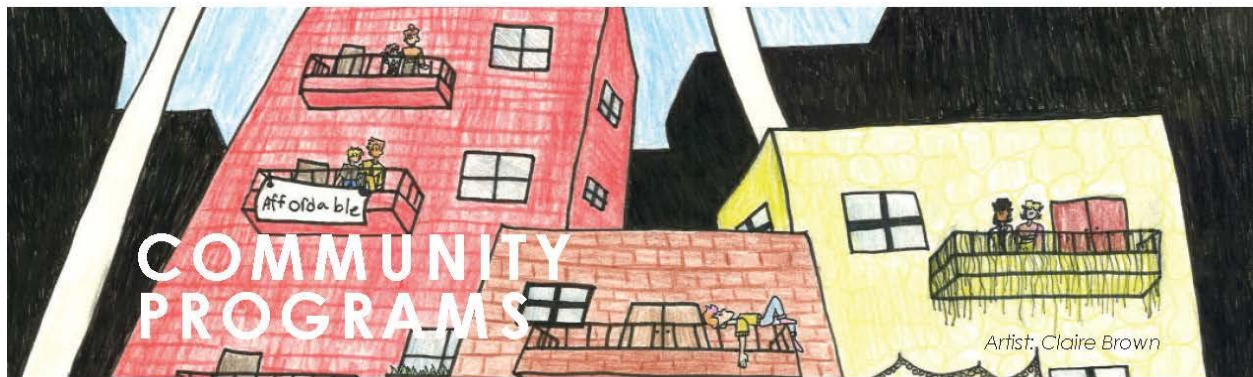
On March 27, 2018, City Council adopted an ordinance amending the city's zoning code. This ordinance was the result of a bi-annual review of development codes to make clarifications, corrections, or updates to meet current conditions.

CORE VALUES

Holding true to community values and character as a rudder for moving forward, the Bentonville Community Plan is built upon a foundation of five guiding principles that reflect the heart and character of the community.

1. Thoughtful Growth
2. Sustainable Economy
3. Welcoming and Diverse
4. The Bentonville Experience
5. A Great Place to Plant Roots





1600 TREES PLANTED

Bentonville enhanced the environment with a contribution of 1,600 trees. With Walmart's generous donation and sponsorship, the city hosted the sixth annual Tree Planting Blitz. Over 100 volunteers planted 430 trees. The city, with support from the Bentonville Parks Conservancy, Steuart Walton and the Walton Family Foundation, gave Bentonville residents 800 trees during the spring and fall tree giveaway events.

BIKE TOWERS INSTALLED

The Public Art Advisory Committee oversaw the installation of two Bike Tower sculptures designed by Tylur French. Mr. French painted one in blue tones and the other in red tones, each serving as gateway features when entering Bentonville via the trail system.

TRANSPORTATION ASSISTANCE

Bentonville offers transportation assistance for low-income, elderly and disabled Bentonville residents by supplementing the costs associated with taxi and Ozark Regional Transit (ORT) fares. The number of residents benefitting from these programs increased by 11%. In 2018, 228 riders were approved for the taxi program and 51 for the ORT program. In the 2018 ORT program, the city issued 190 \$25 fare cards.

OCTOBER CELEBRATED AS PLANNING MONTH

For the sixth consecutive year, the city proclaimed October as Community Planning Month. This is part of a national campaign sponsored by the American Planning Association with the goal to increase understanding of community planning. The city sponsored an art poster contest to reflect the theme for 2018, *Housing as Community Infrastructure*. Claire Brown, an eighth grader at Fulbright Junior High School, submitted the winning artwork. A poster with her design is on display on the side of the Community Development Building at 305 SW A Street until October 2019.



APPENDIX

DEVELOPMENT TOTALS

Permits Issued

	2017		2018		
	Permits	% of Total	Permits	% of Total	% Change
Single-family	499	29.4%	487	28.1%	6.1%
Multi-family	46	2.9%	74	4.3%	60.9%
Residential Rem/Add	131	8.4%	152	9.0%	16.0%
New Commercial	75	4.8%	51	2.9%	-32.0%
Tenant Infill	100	6.4%	111	6.4%	11.0%
Commercial Rem/Add	3	0.2%	3	0.2%	0.0%
Industrial	0	0.0%	0	0.0%	0.0%
Swimming Pool	53	3.4%	50	2.9%	-5.7%
Fence	397	25.4%	380	21.9%	-4.3%
Relocate/Demolition	73	4.7%	117	6.8%	60.3%
Sign	201	12.5%	276	15.9%	37.3%
Other	24	1.5%	31	1.8%	29.2%
TOTAL	1542		1732		10.9%

Square Feet Permitted

	2017		2018		
	Sq. Ft.	% of Total	Sq. Ft.	% of Total	% Change
Single-family	1,355,364	31.2%	1,403,682	4.3%	3.4%
Multi-family	483,424	11.1%	1,507,114	6.9%	211.0%
New Commercial	1,853,478	42.7%	16,037,790	76.1%	792.3%
Commercial Rem/Add	651,419	15.0%	2,297,102	10.6%	252.6%
Industrial	0	0.0%	0	0.0%	0.0%
TOTAL	4,343,685		21,745,688		400.6%

Valuation

	2017		2018		
	Value	% of Total	Value	% of Total	% Change
Single-family	\$ 133,829,911	33.9%	\$ 140,897,184	25.4%	5.3%
Multi-family	\$ 49,528,757	12.5%	\$ 157,438,442	31.7%	217.9%
Residential Rem/Add	\$ 4,113,220	1.0%	\$ 6,184,492	1.2%	50.4%
New Commercial	\$ 177,268,811	44.9%	\$ 139,906,579	28.2%	-21.1%
Commercial Rem/Add	\$ 26,730,189	6.8%	\$ 46,174,399	9.3%	72.7%
Industrial	\$ -	0.0%	\$ -	0.0%	0.0%
Swimming Pools	\$ 2,529,714	0.6%	\$ 3,806,078	0.8%	50.5%
Signs	\$ 1,147,173	0.3%	\$ 1,637,410	0.3%	42.7%
TOTAL	\$ 395,147,755		\$ 496,044,774		25.5%

Fees

	2017		2018		
	Fees	% of Total	Fees	% of Total	% Change
Single-family	\$ 473,936	42.5%	\$ 530,607	37.9%	12.0%
Multi-family	\$ 125,389	11.2%	\$ 364,876	26.0%	191.0%
Residential Rem/Add	\$ 20,522	1.8%	\$ 29,902	2.1%	45.7%
New Commercial	\$ 384,828	34.5%	\$ 299,825	21.4%	-22.1%
Commercial Rem/Add	\$ 65,571	5.9%	\$ 117,240	8.4%	78.8%
Swimming Pools	\$ 13,480	1.2%	\$ 19,820	1.4%	47.0%
Signs	\$ 8,881	0.8%	\$ 14,919	1.1%	68.0%
Fences	\$ 9,900	0.9%	\$ 10,310	0.7%	4.1%
Relocate/Demolition	\$ 6,310	0.6%	\$ 7,660	0.5%	21.4%
Other	\$ 5,990	0.5%	\$ 5,711	0.4%	-4.7%
TOTAL	\$ 1,114,807		\$ 1,400,870		25.7%

DEVELOPMENT TOTALS

Planned Development

	2017		2018		
	Projects	% of Total	Projects	% of Total	% Change
Preliminary Plat	9	2.6%	11	3.7%	22.2%
Final Plat	7	2.0%	10	3.3%	42.9%
Lot Splits	54	15.6%	42	14.0%	-22.2%
Property Line Adjustment	61	17.6%	49	16.4%	-19.7%
Large Scale Development	84	24.3%	76	25.4%	-9.5%
Rezoning	69	19.9%	43	14.4%	-37.7%
Conditional Use	20	5.8%	28	9.4%	40.0%
Variance	32	9.2%	36	12.0%	12.5%
General Plan Amend.	10	2.9%	4	1.3%	-60.0%
TOTAL	344		299		-13.4%

Platted Lots

	2017		2018		
	Lots	% of Total	Lots	% of Total	% Change
Preliminary	689	69.0%	785	74.8%	13.9%
Final	309	31.0%	264	25.2%	-14.6%
TOTAL	998		1049		5.1%

Large Scale Developments

	2017		2018		
	Projects	% of Total	Projects	% of Total	% Change
Residential	13	16.5%	9	11.8%	-30.0%
Commercial	32	40.5%	24	31.6%	-25.0%
Industrial	5	6.3%	3	3.9%	-40.0%
Public (schools/govt)	9	11.4%	11	14.5%	22.2%
Other (parking lots/trails)	20	25.3%	17	22.4%	-15.0%
Public Infrastructure	0	0.0%	9	11.8%	-
Withdrawn	0	0.0%	3	3.9%	-
TOTAL	79		76		-3.8%

Completed Development - Certificates of Occupancy (certificates)

	2017		2018		
	Certificates	% of Total	Certificates	% of Total	% Change
Single-family	495	74.0%	494	65.0%	-0.2%
Multi-family	46	6.9%	46	6.2%	0.0%
Residential Rem/Add	25	3.7%	45	6.2%	80.0%
Residential Access/Misc	10	1.5%	0	0.0%	-100.0%
New Commercial	29	4.3%	46	6.3%	58.6%
Tenant Infill	33	4.9%	27	3.7%	-18.2%
Commercial Rem/Add	30	4.5%	68	9.4%	126.7%
Industrial	1	0.1%	0	0.0%	-100.0%
TOTAL	669		726		8.5%

Building Inspections

	2017		2018		
	Inspections	% of Total	Inspections	% of Total	% Change
Inspections	18,279	93.2%	19,810	94.0%	8.4%
Code Enforcement	1,334	6.8%	1,262	6.0%	-4.9%
TOTAL	19,613		21,072		7.5%

APPENDIX

RESIDENTIAL					
Residential Permits					
	2017		2018		%
	Permits	Units	Permits	Units	Change (permits)
Single-family	439	439	487	487	5.1%
Multi-family	46	444	74	1032	60.9%
SUBTOTAL	505	903	561	1519	11.1%
Residential Rem/Add	131		152		16.03%
TOTAL	636		713		12.11%
Residential Size					
	2017		2018		%
	Sq. Ft.	% of Total	Sq. Ft.	% of Total	Change
Single-family	1,355,364	73.7%	1,403,882	48.2%	3.6%
Multi-family	493,424	26.3%	1,507,114	51.8%	211.0%
TOTAL	1,838,788		2,910,996		58.3%
Avg Size - Single-family	2,953		2,883		-2.4%
Avg Size - Multi-family	1,089		1,460		25.4%
Residential Valuation					
	2017		2018		%
	Value	% of Total	Value	% of Total	Change
Single-family	\$ 133,829,911	73.0%	\$ 140,897,184	47.2%	5.3%
Multi-family	\$ 49,526,757	27.0%	\$ 157,438,442	52.8%	217.9%
SUBTOTAL	\$ 183,356,668		\$ 298,335,626		62.7%
Rem / Add	\$ 4,113,200		\$ 6,184,692		50.4%
TOTAL	\$ 187,471,868		\$ 304,520,318		62.4%
Avg Value - Single-family	\$ 291,568		\$ 289,317		-0.8%
Avg Value - Multi-family	\$ 111,551		\$ 152,557		36.8%
Avg Value - Rem/Add	\$ 31,398		\$ 40,659		29.6%

*Multi-family includes any residential other than single-family detached.

RESIDENTIAL					
Residential Platted Lots					
	2017		2018		%
	Lots	% of Total	Lots	% of Total	Change
Preliminary	685	68.9%	782	75.1%	14.2%
Final	309	31.1%	259	24.9%	-16.2%
TOTAL	994		1,041		4.7%

Residential Multi-family Planned					
	2017		2018		%
	Units	% of Total	Units	% of Total	Change
Townhomes	136	7.1%	115	63.9%	-15.4%
Multi-family	1,767	92.9%	65	36.1%	-96.2%
TOTAL	1,903		180		-90.5%

Completed Residential - Certificates of Occupancy					
	2017		2018		%
	Permits	Units	Permits	Units	Change (permits)
Single-family	495	495	494	494	-0.2%
Multi-family	46	570	46	404	0.0%
TOTAL	541	1065	540	898	-0.2%
Residential Rem/Add	25		45		80.0%

APPENDIX

COMMERCIAL & INDUSTRIAL

Commercial & Industrial Permits

	2017		2018		%
	Permits	% of Total	Permits	% of Total	Change
New Commercial	75	42.1%	51	30.9%	-32.0%
Commercial Rem/Add	103	57.9%	114	69.1%	10.7%
COM TOTAL	178		165		-7.3%
Industrial	0		0		0.0%
TOTAL	178		165		-7.3%

Commercial & Industrial Size

	2017		2018		%
	Sq. Ft.	% of Total	Sq. Ft.	% of Total	Change
New Commercial	1,853,478	74.0%	1,653,790	67.8%	792.3%
Commercial Rem/Add	651,419	26.0%	2,297,102	12.2%	252.6%
COM TOTAL	2,504,897		18,834,892		651.9%
Industrial	-		-		0.0%
TOTAL	2,504,897		18,834,892		651.9%
Avg Size - New Commercial	24,713		324,270		1212.1%
Avg Size - Com Rem/Add	6,324		20,150		218.6%
Avg Size - Industrial	-		-		0.0%

Commercial & Industrial Valuation

	2017		2018		%
	Value	% of Total	Value	% of Total	Change
New Commercial	\$ 177,268,811	66.9%	\$ 139,906,579	75.2%	-21.1%
Commercial Rem/Add	\$ 26,730,189	13.1%	\$ 46,174,369	24.8%	72.7%
COM TOTAL	\$ 203,999,000		\$ 186,080,948		-8.8%
Industrial	\$ -		\$ -		0.0%
TOTAL	\$ 203,999,000		\$ 186,080,948		-8.8%
Avg Value - New Commercial	\$ 2,363,594		\$ 2,743,266		16.1%
Avg Value - Com Rem/Add	\$ 259,516		\$ 405,039		56.1%
Avg Value - Industrial	-		-		0.0%

COMMERCIAL & INDUSTRIAL

Commercial & Industrial Planned (Large Scale Development)

	2017		2018		%
	Projects	% of Total	Projects	% of Total	Change
Commercial	32	86.0%	24	88.9%	-25.0%
Industrial	5	13.9%	3	11.1%	-40.0%
TOTAL	37		27		-27.0%
Public	9		11		22.2%

Commercial & Industrial Planned Size (Large Scale Development)

	2017		2018		%
	Sq. Ft.	% of Total	Sq. Ft.	% of Total	Change
Commercial	573,812	25.5%	613,597	76.9%	6.9%
Industrial	1,677,222	74.5%	184,650	23.1%	-89.0%
TOTAL	2,251,034		798,247		-64.5%
Public	310,693		159,565		-48.4%

Complete Commercial - Certificates of Occupancy

	2017		2018		%
	Certificates	% of Total	Certificates	% of Total	Change
New Commercial	29	31.2%	46	32.6%	58.6%
Commercial Rem/Add	30	32.3%	46	40.2%	126.7%
Tenant Infill	33	35.5%	27	19.1%	-18.2%
Industrial	1	1.1%	0	0.0%	-100.0%
TOTAL	93		119		51.6%

APPENDIX

ZONING ACTIVITY

Zoning Activity

	2017	2018	
	No.	No.	% Change
Rezoning	69	43	-37.7%
Conditional Use	20	28	40.0%
Variance	32	36	12.5%
TOTAL	121	107	14.8%

Rezoning

	2017		2018		
	No.	% of Total	No.	% of Total	% Change
Zoned to:					
Agriculture	0	0.0%	0	0.0%	-
Residential	46	66.7%	26	40.5%	-42.6%
Commercial	13	18.8%	7	10.5%	-46.2%
Industrial	2	2.9%	3	4.5%	50.0%
Mixed Use	6	8.6%	7	10.5%	16.7%
TOTAL	67		43		-35.8%
Downtown Residential	30	44.8%	11	16.3%	-63.3%
Downtown Commercial	5	7.5%	1	1.5%	-80.0%
Downtown Mixed Use	6	8.9%	7	10.5%	16.7%
TOTAL	41		19		-53.7%

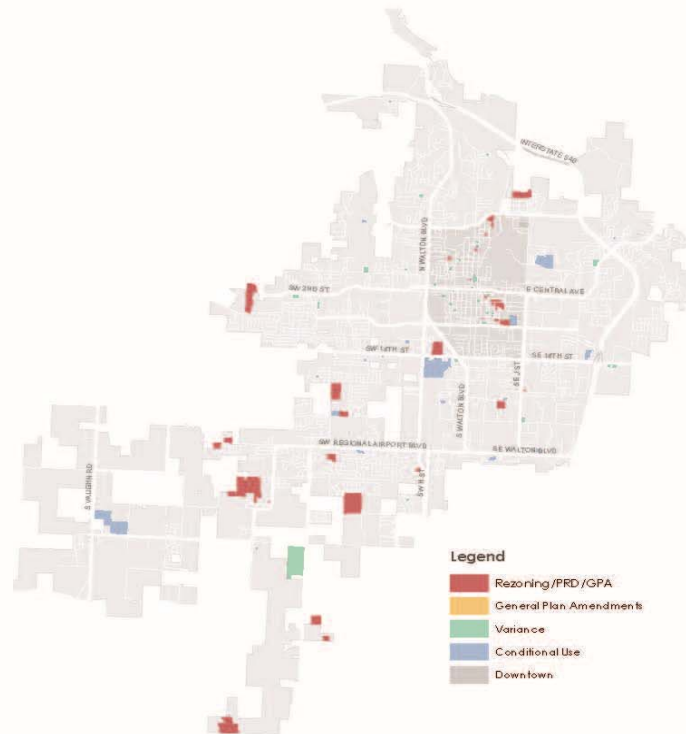
ZONING ACTIVITY

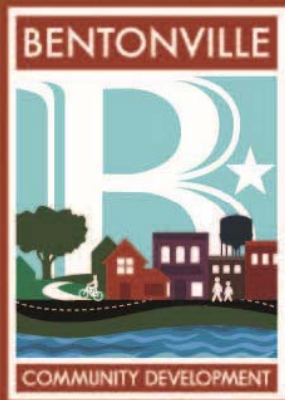
Conditional Uses

	2017		2018		
	No.	% of Total	No.	% of Total	% Change
Permanent Uses	14	73.7%	19	67.9%	35.7%
Temporary Uses	3	15.8%	6	21.4%	100.0%
Special Events	2	10.5%	1	3.6%	-50.0%
TOTAL	19		26		36.8%

Variances

	2017		2018		
	No.	% of Total	No.	% of Total	% Change
Setbacks	10	52.6%	13	57.7%	30.0%
Lot Width/Size	3	9.7%	1	4.3%	-66.7%
Density	4	20.9%	6	26.3%	50.0%
Sign	3	15.8%	4	17.3%	33.3%
Fence	8	41.6%	8	34.8%	0.0%
Sight Triangle	1	5.3%	0	0.0%	-100.0%
Design	1	5.3%	4	17.3%	300.0%
Flood	1	5.3%	0	0.0%	-100.0%
TOTAL	31		36		16.1%





Community Development
305 SW A Street
Bentonville, Arkansas 72712
(479)271-3122

www.bentonvillear.com



City Council Agenda Items
For City Council Meeting of March 26, 2019
From the March 19, 2019 Planning Commission Meeting

- a. Ordinance changing real estate from PUD, Planned Unit Development to C-2, General Commercial: KCG BV, LLC, Southwest Regional Airport Boulevard and Southwest Buckeye Street.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas include uses that serve both nearby residents and the larger community and region. In addition, the site is adjacent to a major arterial road (SW Regional Airport Boulevard), which may suggest a more intensive use. The site's adjacency to a major arterial road, surrounding uses, and general compatibility with the Future Land Use Plan may justify a rezoning to C-2, General Commercial.

- b. Ordinance changing real estate from PRD, Planned Residential Development to R-O, Residential Office: Parnell, 2302 SW I Street.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. Medium Density Residential areas include townhouse or duplex residential properties. According to the applicant's narrative, the site would establish a good transition between the adjacent arterial road to the east and the residences to the west. In addition, the site's adjacency to a major arterial road (Southwest I Street) and surrounding uses may justify a rezoning to R-O, Residential Office.

- c. Ordinance changing real estate from C-3, Mixed-Use Commercial to DC, Downtown Core: Emergent Property Management, 109 SE 14th Street.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as Mixed-Use Commercial. Mixed-Use Commercial areas include uses that provide goods and day-to-day services to nearby residents. Local retail and small offices are appropriate in these areas. This site is the subject of a proposed large-scale development for EMC Development (LSD19-0005), a retail and office building. This development is generally compatible with the Future Land Use Plan; however, there are no guarantees of this development's construction at this time. The site's adjacency to a major arterial road, general downtown location, and compatibility with the Future Land Use Plan may justify a zoning to DC, Downtown Core.

d. Ordinance accepting a lot Split of Lots 1-3 of Presley Place Subdivision, Mud Puddle Investments, LLC, 806 NW A Street, DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 5-0, recommending approval.

A lot split of a previously unplatted tract of land, creating Lots 1 (+/- .29 acres), 2 (+/- .35 acres), and 3 (+/- .72 acres) of Presley Place Subdivision.

The plat dedicates 20-foot utility easements along all front property lines and 7.5-foot utility easements along all side property lines. The plat dedicates approximately 16-feet of right-of-way along NW A Street and 1.7 feet of right-of-way along N Main Street.

e. Ordinance accepting Subdivision Code Amendments.

The Planning Commission voted 5-0, recommending approval.

Staff periodically reviews the Subdivision Code for clarification, corrections, or updates to meet current conditions. The staff report summarize the most significant issues and proposed changes to the code. Staff requests approval of the proposed ordinance to amend Chapter 15 Subdivision Code.

REZONING STAFF REPORT



KCG BV, LLC

SW Regional Airport Blvd & SW Buckeye St

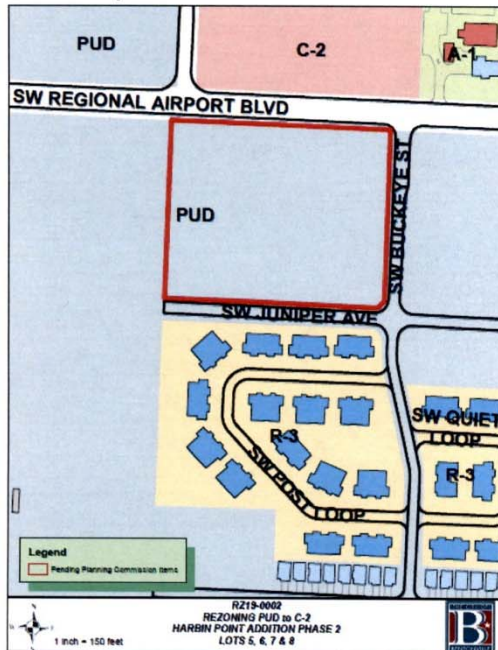
PC Date: 3/19/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0002
Applicant / Current Owner	KCG BV, LLC 2 Stonegate Circle Texarkana, TX 75503
Site Area	+/- 5.44 acres
Current Zoning	Expired PUD, Planned Unit Development
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is located south of SW Regional Airport Boulevard and west of SW Buckeye Street. The property is currently zoned Expired PUD, Planned Unit Development. Adjacent zonings are C-2, General Commercial to the north, PUD, Planned Unit Development to the east and west, and R-3, Medium Density Residential to the south.

Projected Traffic Impact

The proposed rezoning does have the potential to impact traffic in the area. However, any future developments on the subject tract would be required to improve adjacent streets and meet the Access Management Standards of the Subdivision Code. Therefore, any increases in traffic caused by the rezoning should be accommodated through future development review processes.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as General Commercial. General Commercial areas include uses that serve both nearby residents and the larger community and region. In addition, the site is adjacent to a major arterial road (SW Regional Airport Boulevard), which may suggest a more intensive use.

Analysis

The site's adjacency to a major arterial road, surrounding uses, and general compatibility with the Future Land Use Plan may justify a rezoning to C-2, General Commercial.



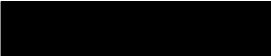
March 7, 2019

RE: SW Regional Airport Blvd. & SW Buckeye St.
Bentonville, AR
Project Number 18-18-00068

Dear Planning Commission,

We request to rezone the 4 parcels (Lots 5, 6, 7, & 8 of Harbin Point Addition) located south of SW Regional Airport Blvd. and west of SW Buckeye St. as these lots are currently in an expired PUD. We are asking to rezone these parcels to C-2/General Commercial which is consistent with the City of Bentonville's Land Use Plan. While not all parcels have a proposed use at this time, we plan to submit a Large Scale Development for a veterinary clinic to be located on the northeast parcel (Lot 6). Thank you for your consideration.

Sincerely,


Kelsey Kreher
Project Manager

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0002).

WHEREAS, KCG BV, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PUD, Planned Unit Development to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT'S 5, 6, 7 & 8 HARBIN POINT ADDITION PHASE 2 TO BENTONVILLE, BENTON COUNTY, AR AS SHOWN ON PLAT RECORD BOOK 2011, PAGE 87, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 19, 2019 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of PUD, Planned Unit Development to C-2, General Commercial.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of PUD, Planned Unit Development to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Parnell

2302 SW I Street

PC Date: 3/19/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0003
Applicant / Current Owner	Joley Casey & Linda Parnell PO Box 5086 Bella Vista, AR 72714
Site Area	+/- 0.4 acres
Current Zoning	PRD, Planned Residential Development
Requested Zoning	R-O, Residential Office
Future Land Use Map Designation	Medium Density Residential

Property Description

This property is located west of Southwest I Street and south of Southwest Naphtali Boulevard. The property is currently zoned PRD, Planned Residential Development. Adjacent zonings are PRD, Planned Residential Development to the north and west and A-1, Agricultural to the south and east.

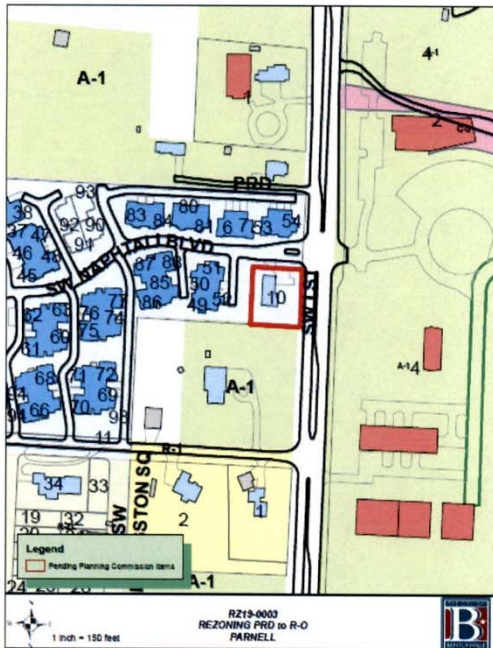
Projected Traffic Impact

The proposed rezoning does have the potential to impact traffic in the area. However, any future developments on the subject tract would be required to improve adjacent streets and meet the Access Management Standards of the Subdivision Code. Therefore, any increases in traffic caused by the rezoning should be accommodated through future development review processes.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. Medium Density Residential areas include townhouse or duplex residential properties.

Location Map



Analysis

According to the applicant's narrative, the site would establish a good transition between the adjacent arterial road to the east and the residences to the west. In addition, the site's adjacency to a major arterial road (Southwest I Street) and surrounding uses may justify a rezoning to R-O, Residential Office.

020419

City of Bentonville Planning

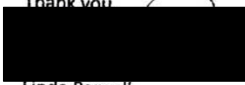
Attn: Mr. Jon Stanley

Mr. Stanley,

As the owner of 2302 SW I Street I am writing you today regarding the rezoning of the property.

I request that W.P. Burckart with Burckart Construction, Inc. act as my representative in the rezoning and I support the rezoning from PRD to RO.

Thank you


Linda Parnell

02/11/19

Planning Commission Members
305 SW A Street
Bentonville AR, 72712
CO: Jon Stanley, City Planner

Dear Commission Members,

As the representative for the owner Linda Parnell I request the rezoning of the property commonly known as 2302 SW I Street, Bentonville, AR. 72712. The current zoning is PRD and the proposed zoning is RO. The current owner does have a contract with the representative for the purchase of the property contingent on the approval of the rezoning.

The parcel was part of the PRD and neighborhood known as the "Arbors at Deer Crossing" up to and until the foreclosure of the original neighborhood and developer. When the bank received the cleared property it was without this parcel which reverted back to the original owner, Parnell.

Since the time of original plat I street has been widened and has made this parcel, which faces I street, less compatible for residential use. This parcel would establish a good transition between the boulevard known as I street and the residences that are in the neighborhood. RO zoning fits this need and also would buffer the general commercial land use plan beside it to the south.

This rezoning would not affect the traffic on I street due to the small size of the project and that I street is an arterial street. Any signage would be shown during LSD process.

The appearance of the site and project should reflect the zoning and commercial standards while understanding the need to blend architecture from the new commercial across the street to the residences that reside in the Arbors and other surrounding properties.

All utilities are to the building on the site. The LSD plan will show the site utilities as proposed to the new building.

I believe the request meets the zoning definition "The R-O district is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities and compatible residential uses. It is further the intent of this district to establish a transition area where the continuation of residential activity is no longer practical between residential and nonresidential uses." We also feel that this parcel is an excellent example of why it was developed.

Thank you for your consideration and we look forward to discussing this with you as we move through the process.

Sincerely,



W.P. Burckart

Applicant Representative

NOTICE OF INTENT TO REZONE

THE OWNER, LINDA PARNELL has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

PRD to R-O

The legal description of the property is as follows:

LOT 10 VINTAGE ESTATES (SEE PLAT ATTACHED)
2302 SW I STREET
BENTONVILLE AR 72712; PARCEL# 01-4549-007

The common description of the property is: 2302 SW I STREET

Proposed land use: RESIDENTIAL OFFICE PURPOSE

The public hearing will be held MARCH 19 2019 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or and deliver it to the City of Bentonville Planning Department, 305 S.W. A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.).

For more information, you may call the Planning Department at (479) 271-3122.

I/we have received notice of the public hearing for the rezoning of the above described property and:

☒ I / we have no objections to the rezoning. * SEE ATTACHED LETTER

☐ I / we object to the rezoning because:

TOWNHOMES AT THE ARBORS POA - PLEASE SEE
ATTACHED LETTER DATED 3/11/2017

TOWNHOMES AT THE ARBORS POA
Signature and Physical Address

Si

1100 SW PARNELL DR
BENTONVILLE, AR 72713

March 11, 2019

Bentonville Planning Department
305 S.W. A Street
Bentonville, AR 72712

Re: Rezoning 2302 SW I Street

Dear Sir or Madam,

I am writing you today on behalf of the Townhomes at the Arbors Property Owners Association in response to the Notice of Intent to Rezone, Lot 10 Vintage Estates, 2302 SW I Street, Bentonville, AR 72712, Parcel #01-14549-007 sent out by Mr. Bill Burckart on behalf of the owner of the property, Ms. Linda Parnell.

Our POA is in support of the rezoning to R-O that Ms. Parnell is seeking. Although it was originally planned as such, we feel that the lot is not a good fit for another town home building like we have in our community due to the close proximity to SW I Street and that a small office building, designed with architecture that is compatible with our community would be a good fit for the lot. However, we want to make sure that the Planning Department is aware of issues that exist with the property that we will want to have addressed once specific building plans are brought to the City for approval.

Our understanding of the history of this property and its relationship to our community is described here. The property is located at the SW corner SW I Street and SW Naphtali Blvd. which is the entrance to our community. The parcel was, at one time, part of our Association, thus the reason it is currently zoned PRD. Along I Street, both north and south of Naphtali Blvd. and along the frontage of Lot 10, there is a white fence that defines the entrance of what was originally called The Arbors at Deer Crossing, which is the name on our entry monuments. There are entry monuments on both the north and south sides of our entrance on Naphtali.

When the Arbors at Deer Crossing residential project failed during the recent real estate recession and, as we understand, was given back to the bank in lieu of a foreclosure action, the loan on this Lot 10 which was with Ms. Parnell, also defaulted and Lot 10 went back to Ms. Parnell. It was subsequently removed from the Property Owners Association of The Arbors at Deer Crossing. However, at that time there was apparently no consideration given to the effects of that transfer from our association on the Arbors POA. Unfortunately, the fencing that was supposed to be part of the community's front entrance as well as a portion of the south entry monument and a portion of the landscape irrigation plumbing, and electrical systems was now on Lot 10, property no longer part of the association. These Common Elements intended to create a very attractive entrance to the community, were now on someone else's property.

In addition, no consideration was given to the fact that Lot 10 did not have an access easement allowing traffic to move across property owned by the Property Owners Association to have access to SW Naphtali Blvd., a private street owned and privately maintained by the POA through the association dues. However, the residents of the home on Lot 10 have continued to access our privately-owned street using a curb cut that exists from when the project was first developed. There is no paved

driveway, so we are continually dealing with loose gravel in the street at the entrance to our beautiful community along with multiple cars continually parked on the lawn of Lot 10.

Another concern that we have is with storm water drainage. A substantial amount of storm water drains north from the property at 2400 SW I Street onto our property as well as onto Lot 10. As Lot 10 is redeveloped, we expect every effort to be made to make sure that this serious storm water problem can be addressed and alleviated as much as possible.

It is for these reasons that the Townhomes at the Arbors Property Owners Association is supportive of Ms. Parnell's desire to rezone the property to R-O and then subsequently sell it to Mr. Burckart for the purpose of developing the parcel into an office building. We are confident that Mr. Burckart will work with our Association to meet our concerns, at least as much as he can. However, we ask the Planning Department to please consider our issues and concerns as they work with Mr. Burckart or anyone else that should come forward with specific plans for Lot 10. Once Lot 10 is redeveloped, we would want that redevelopment to include a satisfactory completion of the entrance to our community including provisions for the relocation of our front fencing, easements for our south entry monument and irrigation system, rebuilding the curbs along the south side of SW Naphtali Blvd. where the gravel access to Lot 10 has existed, storm water drainage issues as well as consideration for incorporating our 35 feet of vacant property west of and adjacent to Lot 10 into the landscape plan for new building.

Sincerely,


Jim Albertson, President – Townhomes at the Arbors POA
1100 SW Parnell Dr
Bentonville, AR 72713

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PRD, PLANNED RESIDENTIAL DEVELOPMENT TO R-O, RESIDENTIAL OFFICE (PROJECT NUMBER: RZ19-0003).

WHEREAS, Joley Casey and Linda Parnell duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PRD, Planned Residential Development to R-O, Residential Office to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 10 VINTAGE ESTATE TO BENTONVILLE, BENTON COUNTY, AR AS SHOWN ON PLAT RECORD BOOK 2010, PAGE 348, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 19, 2019 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of PRD, Planned Residential Development to R-O, Residential Office.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of PRD, Planned Residential Development to R-O, Residential Office to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Emergent Property Management, LLC

109 SE 14th Street

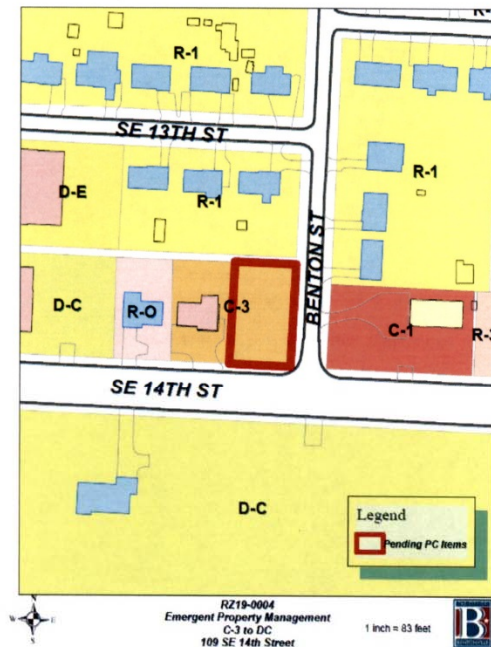
PC Date: 3/19/2019

Reviewer: Tyler Overstreet, Planner

Project Number	RZ19-0004
Applicant / Current Owner	Emergent Property Management, LLC PO Box 2578 Bentonville, AR 72712
Site Area	+/- .3 acres
Current Zoning	C-3, Mixed-Use
Requested Zoning	DC, Downtown Core
Future Land Use Map Designation	Mixed-Use Commercial

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is located northeast of the corner of S Benton Street and SE 14th Street. Adjacent zonings are R-1, Single Family Residential to the north, C-1, Neighborhood Commercial to the east and west, and DC, Downtown Core to the south.

Projected Traffic Impact

The proposed rezoning does not have the potential to impact traffic in the area. The existing downtown street network and required street and access improvements as part of the EMC Development Large Scale Development should accommodate any increases in traffic caused by the development.

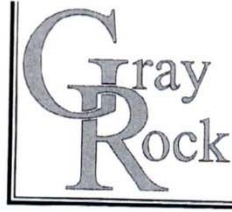
Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Mixed-Use Commercial. Mixed-Use Commercial areas include uses that provide goods and day-to-day services to nearby residents. Local retail and small offices are appropriate in these areas.

This site is the subject of a proposed large scale development for EMC Development (LSD19-0005), a retail and office building. This development is generally compatible with the Future Land Use Plan; however, there are no guarantees of this development's construction at this time.

Analysis

The site's adjacency to a major arterial road, general downtown location, and compatibility with the Future Land Use Plan may justify a zoning to DC, Downtown Core.



GRAY ROCK, LLC.
Civil Engineering and Landscape Architecture
5204 Village Parkway, Suite 11
Rogers, AR 72758 479.250.9131

March 7, 2019

City of Bentonville Planning Services
305 SW "A" Street
Bentonville, AR
479-271-3122
Attn.: Tyler Overstreet

Re: EMC Development Rezone Request

Mr. Overstreet,

Please accept this letter containing narrative to accompany our request to rezone the property at 109 SE 14th Street from C-3 to D-C. The property across the street and other property within our block is zoned D-C. The D-C zoning classification works with our proposed development and is consistent the surrounding zoning.

Respectfully submitted,


Mr. Dirk Thibodaux, ASLA, PLA
Gray Rock, LLC

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-3, MIXED-USE COMMERCIAL TO DC, DOWNTOWN CORE (PROJECT NUMBER: RZ19-0004).

WHEREAS, Emergent Property Management, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-3, Mixed-Use Commercial to DC, Downtown Core to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 10, BLOCK 5 OF BANKS ADDITION; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held March 19, 2019 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-3, Mixed-Use Commercial to DC, Downtown Core.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of C-3, Mixed-Use Commercial to DC, Downtown Core to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

LOT SPLIT STAFF REPORT



Lot 1-3, Presley Place Subdivision

806 NW A Street

PC Date: 3/19/2019

Reviewer: Tyler Overstreet, Planner

Project Number	LS19-0006
Applicant / Current Owner	Mud Puddle Investments, LLC 6077 SW Regional Airport Boulevard, Suite 1 Bentonville, AR 72712
Site Area	+/- 1.36 acres
Current Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Downtown Medium-Density Residential

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This 1.36-acre property is located at 806 NW A Street. The property is currently zoned DN-2, Downtown Medium-Density Residential.

Project Details

A Lot Split of a previously unplatted tract of land, creating Lots 1 (+/- .29 acres), 2 (+/- .35 acres), and 3 (+/- .72 acres) of Presley Place Subdivision.

The plat dedicates 20-foot utility easements along all front property lines and 7.5-foot utility easements along all side property lines. The plat dedicates approximately 16-feet of right-of-way along NW A Street and 1.7 feet of right-of-way along N Main Street.

Projected Traffic Impact

The proposed lot split does not have the potential to impact traffic in the area.

Waivers

No waivers requested

Conclusion

This lot split does meet the minimum requirements of the subdivision regulations.

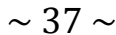
Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments prior to filing or requesting a building permit.

NOTES

- **Sidewalks.** Sidewalk installation will be the responsibility of individual lot owners at the time of building permit.

1. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROVISION OF THE EQUIPMENT AND THE MAINTENANCE OF THE EQUIPMENT THROUGHOUT THE TERM OF THE LEASE. THE EQUIPMENT SHALL BE PROVIDED TO THE LESSEE IN A NEW AND WORKING CONDITION AND THE LESSEE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EQUIPMENT THROUGHOUT THE TERM OF THE LEASE.



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-3 OF PRESLEY
PLACE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS
(PROJECT NUMBER: LS19-0006).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1-3 of Presley Place Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on March 19, 2019; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lots 1-3 of Presley Place Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

ORDINANCE STAFF REPORT

Pg. 1



Subdivision Ordinance Amendments

PC Date: 3/5/2019

Reviewer: Shelli Kerr, AICP, Planning Services Mngr

<http://www.bentonvillear.com/198/Code-Amendments>

History

July 17, 2018 - The Planning Commission approved amendments to the Subdivision Ordinance on July 17, 2018. However, in preparing the agenda item for City Council, the city staff attorney identified a couple amendments that warranted additional review. Therefore, the amendment did not advance to city council.

November 6, 2018 - The item was on the November 6, 2018 Planning Commission agenda. Planning Commission held the public hearing, but agreed to table for further review.

The following staff report was prepared for the July 17 meeting and is updated with italicized text indicating changes from the original draft approved by Planning Commission.

From time to time, staff reviews the Subdivision Code for clarification, corrections, or updates to meet current conditions. The staff report summarize the most significant issues and proposed changes to the code. Staff requests approval of the proposed ordinance to amend Chapter 15 Subdivision Code.

Generally:

- Replaced "permitted" with allowed when there is no actual permit involved.
- Change the full title of "Community Development Director" to "director."
- Change AHTD to ArDOT.
- Reorganized the design standards into alphabetical order, with specific design regulations (i.e. commercial, downtown, airport, etc.) moved to the end of the article.
- Reorganized the landscaping chapter to combine some regulations that were the same but listed several times throughout.
- The code currently requires applications to be submitted 22 days prior to the Planning Commission meeting. This timing was established when development activity slowed down during the recession. Since then, the planning review process has been adjusted to 36 days. To avoid amending the code when development levels change, the code should reference "currently adopted policies."
- Chapter 15 is currently titled the Subdivision Code. Since the chapter regulates large scale developments and other non-subdivision related items, a more comprehensive title is needed and recommended to be titled "Land Development Code."

ORDINANCE STAFF REPORT

Pg. 2

Issue	Solution
Ord. Sec. 3 Applicability	
1. The applicability section is vague and needs clarification.	100.06 Add language requiring all new construction and additions to meet the requirements unless specifically exempted.
Ord. Sec. 4 - Definitions	
2. Defined terms should be in the Definitions article instead of the regulatory articles. Where they are located in the regulatory articles they have been moved into the Definitions article.	Relocate definition of “caliper” and “dangerous traffic conditions” from the regulatory article to the definitions article and create a definition for “off-street parking space.”
3. Definitions should not include any regulatory language. The regulations pertaining to conduits are already established in the BEUD specifications.	Remove regulations pertaining to conduits from the Subdivision Code to avoid conflicts with BEUD specifications.
4. Definition of lot frontage is specific to abutting a street. The definition of street is broader and includes public – right-of-way.	In the definition of lot frontage, remove the term “street” and replace with “public right-of-way.”
5. Definition of lot split is inconsistent with regulations. Remove and let the regulations describe a lot split.	Remove the definition of lot split.
Att. A: Article 300 Administration and Enforcement	
6. The role of the planning commission as it relates to land development is unclear. Use language similar to that in the zoning chapter.	Pg. 1 – 300.01: Add language from the zoning code regarding planning commission’s role in development review.
7. Fees related to land development are not addressed in this chapter.	Pg. 1 – 300.01: Add language from zoning pertaining to development fees.
8. <i>Language is unclear as to when platting is required in order to issue a building permit.</i>	<i>Pg. 1 – 300.02: Exempt unplatted A-1 zoned properties from having to plat prior to issuing a building permit.</i>
9. Ownership and maintenance of detention ponds is an administrative function, not a regulatory function.	Pg. 2 – 300.02: Move the regulations for ownership and maintenance of detention ponds from the Design Standards article to the Administration article.
10. <i>Ensure that waivers are being used appropriately.</i>	<i>Pg. 3 – Sec. 300.04: Revise language to ensure that the regulation from which a waiver is being requested is applicable.</i>

ORDINANCE STAFF REPORT

Pg. 3

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| <p>11. <i>Engineering is currently reviewing vacations of street right-of-way, easements, and alleys; there is an application fee, the code does not address recording.</i></p> <p>12. Per state statutes, appeals to the board of adjustment are for zoning code regulations or for staff interpretations. Planning commission approves waivers for development codes.</p> <p>13. Trail construction is currently addressed in the Administration chapter. This is best located in the regulatory section.</p> | <p><i>Pg. 4 – 300.06 Replace Planning with Engineering as the department accepting applications; add “payment of application fee” in the application checklist, and add process for City Clerk to record vacations.</i></p> <p>Pg. 5 – 300.07: Revise wording to reflect that appeals to the board of adjustment are for staff interpretations, and appeals to city council are for planning commission decisions.</p> <p>Pg. 5 – 300.08: Move trail construction language from the Administration article to the applicability section for Large Scale Development regulations.</p> |
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Att. B: Article 400 Preliminary Plat

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| <p>14. The process for development review has changed and plans are required instead of voluntary submittal of sketch plans.</p> <p>15. Utilities requires a specific size of paper and drawing scale for submittals.</p> <p>16. Planning commission action is to be based on when all comments have been addressed instead of when they initially submit.</p> <p>17. City staff approves water and sewer, not the State Board of Health as the code states. Need to ensure that water and sewer supply is available to each lot.</p> <p>18. A pre-construction meeting is required before an applicant can proceed with making improvements.</p> <p>19. Before a building permit can be issued for a model home, water and sewer must be available and the lift station complete.</p> | <p>Pg. 1 – 400.02: Add language that requires plans to be submitted for the pre-application process in accordance with current policies.</p> <p>Pg. 2 – 400.03: Add language that requires utility drawings to be on a 24” x 36” paper at a scale of 1” = 30’ or larger.</p> <p>Pg. 2 – 400.04: Change action deadline from the date of submittal to the date when staff accepts the submittal as complete and ready for review by Planning Commission.</p> <p>Pg. 3 – 400.05: Change water and sewer approvals from State Board of Health to water and sewer staff and require each lot to have access to an approved source of water and sewer.</p> <p>Pg. 3 – 400.06: Clarify that Planning Commission approval means the applicant can proceed to the pre-construction conference, which is required prior to construction.</p> <p>Pg. 4 – 400.08: Require water and sewer services to be available and a lift station to be completely finished before issuing a building permit for a model home.</p> |
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ORDINANCE STAFF REPORT

Pg. 4

Att. C: Article 500 Final Plats

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| 20. Require utility easement dedications to be part of the final plat for approval. | Pg. 2 – 500.04: Add that utility easement dedications are also required on final plats. |
| 21. The code lists development items that cannot be guaranteed and have to be complete prior to Planning Commission approving a final plat. It also provides a list of items that can be guaranteed. | Pg. 4 – 500.08-09: Add water and sewer requirements for a project to be considered substantially complete. |

Att. D: Article 600 Incidental Subdivisions

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| 22. <i>Need clarification to criteria for lot splits and property line adjustments and what requirements apply.</i> | <i>Pg. 1 – 600.01: Make the review criteria the applicability standards for all incidental subdivisions. Add language regarding when new streets or alleys can be required. Exempt unplatted A-1 zoned property from platting when the remaining lots are five acres or more and no new streets are required or proposed. An informal plat is any platting that does not require any improvements, dedications, waivers, variances, etc.</i> |
| 23. All lots need access to water and sewer. | <i>Pg. 1 – 600.01: Add language to required that all lots created by a split or readjustment must have direct access to public water or sewer or an approved source of water and/or sewer.</i> |
| 24. The regulations do not have a mechanism for platting easements or dedications only. | Pg. 2 – 600.01: Establish an easement plat as an incidental subdivision. |
| 25. Administrative approvals should only be allowed where no waivers from the planning commission are required. | Pg. 2 – 600.03: Clarify that administrative approvals can only be approved if no waivers or variances are requested, <i>and revise so that all incidental subdivisions are eligible for administrative approval if they meet the requirements.</i> |
| 26. The process for recording incidental subdivision is different than that of other subdivisions. For consistency, the same process/language should be used for both. | Pg. 3 – 600.04: Revise language to read the same as recording of final plats. |

ORDINANCE STAFF REPORT

Pg. 5

Att. E: Large Scale Developments

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| 27. All development related departments should review trail construction and parking lots. | Pg. 1 – 700.01: Under applicability of large scale developments, require trails and parking lots to go through the process. |
| 28. The pre-application conference is mandatory to ensure that submittals for planning commission review are complete and accurate. | Pg. 1 – 700.02: Remove the “optional” section from Pre-Application conference and require plans to be submitted. |
| 29. The requirement to submit plans to other departments is no longer necessary now that eTrakIt is online. | Pg. 2 – 700.03: Remove the requirement to submit plans to other departments. |
| 30. Trails and parking lots can be administratively approved by the director | Pg. 2 – 700.04: Add trails and parking lots to the applicability section for administrative approval of large scale developments. |
| 31. The review criteria is written in a negative tone. It should be worded in a manner describing what is desired instead of what is prohibited. | Pg. 3 – 700.05: Revise wording to establish criteria that is desirable. |
| 32. The current expiration of a large scale development of six months is resulting in additional work on staff to extend the LSD. Financing and development related issues are common and can delay a project beyond six months. Staff feels that one year is adequate time to get an approved LSD started. | Pg. 4 – 700.07: Change the expiration on Large Scale developments from six months to one year. |
| 33. The appeals section is redundant with the administration article. | Pg. 4 – 700.08: Remove the appeals sections. |
| 34. Terminology in the code conflicts with terms used in the inspection process. | Pg. 5 – 700.10: Replace “development final” with “site final” and replace “certificate of occupancy” with “building final.” |
| 35. Additional items need to be complete before passing a site final. | Pg. 6 – 700.11-12: Add items that must be complete prior to passing a site final and what is acceptable to proceed with scheduling a building final. |

ORDINANCE STAFF REPORT

Pg. 6

Att. F: Planned Developments

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| 36. The Zoning Code categorized Planned Unit Developments (PUD) and Planned Residential Developments (PRD) as Planned Developments. They are to be developed under the same regulations. | Pg. 1 – 800.00: Change Article 800 Planned Unit Developments to regulate both PUDs and PRDs. |
| 37. Water and sewer availability and capacity should be reviewed when approving a planned development. | Pg. 3 – 800.05: Add a review criteria that water and sewer availability/capacity must be adequate for the proposed use and density. |

Att. G: Plat & Plan Requirements

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| 38. Establish requirements for scale and size of plans. | Pg. 1 – 900.01: Add a statement that the plan scale must be a minimum of 1" to 100' and minimum page size is 18" x 24". |
| 39. Needs a statement that the items in the table are to be shown on plats and plans. | Pg. 1 – 900.02: Add a statement that the item on the table are to be shown on corresponding application types. |
| 40. To assist with documentation, all plans and plats should have the assigned project number. | Pg. 2 – 900.02: Add requirement to indicate the project number on all submittals. |
| 41. It is important that any utilities locations have been field verified. | Pg. 3 – 900.02: Add a requirement for a statement on the plan that all utility locations have been field verified on all plats and plans except final plats. |
| 42. Need consistency on how detention and retention ponds should be shown on plans. | Pg. 5 – 900.02: Add standards for how detention and retention ponds should be shown on plans and plats. |
| 43. <i>Need to know if applicant proposed any fences in new developments.</i> | <i>Pg. 6 – 900.02 Add that proposed, not just required, fences be shown on plats, LSD's and PD's.</i> |
| 44. <i>Street frontage landscaping is required on large-scale developments and should apply to preliminary plats.</i> | <i>Pg. 6 – 900.02 Require landscape plan for preliminary plats.</i> |
| 45. Certificates of accuracy and approval are only needed on the final plats. The county has a stamp of recording, therefore a separate certificate is not necessary. | Pg. 7 – 900.03: Remove certificate requirements for preliminary survey accuracy, preliminary engineering accuracy, preliminary plat approval, and certificate of recording. |

ORDINANCE STAFF REPORT

Pg. 7

Att. H: Art. 1100 Design Standards

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| 46. As written, a lot must have access. This term is vague and the intent is to have direct access. | Pg. 1 – 1100.01: Add “direct” in front of “access” to require “direct access.” |
| 47. Engineering has established a right-of-way permit. | Pg. 2 – 1100.02: Revise city approval of curb cuts from a letter of approval from Community Development to a Right of way permit from Engineering. |
| 48. The regulations requiring specific distances between curb cuts does not establish how they are to be measured. | Pg. 3 – 1100.02: Add that the curb cuts are to be measured from centerline-to-centerline. |
| 49. Ownership of detention ponds is located in the design standards. This is more of an administration / enforcement issue and has been moved to Art. 300 Administration and Enforcement. | Pg. 7 – 1100.04: Delete ownership and maintenance of detention ponds, which is now in the administration chapter. |
| 50. Driveway standards apply to commercial, industrial and multifamily. They should also be applied in mixed-use developments. | Pg. 8 – 1100.05: Add “mixed-use” to the list of driveways that must meet the width standards. |
| 51. The driveway design standards conflict with adopted fire code standards for access to properties. | Pg. 9 - 1100.05: Revise driveway design standards for compliance with the fire code, requiring paving for any driveway longer than 150 ft. |
| 52. Fence regulations are currently in the landscaping article. Since fences pertain to any development, not just as a screening requirement, it is better served in the design standards article. | Pg. 10 - 1100.06: Relocate the fence regulations to the design standards article. |
| 53. Currently fence fees are to be paid after the application has been approved. This has resulted in the applicant being notified of approval and not picking up the permit or paying the fee. | Pg. 10 - 1100.06: Require fence fees to be paid at time of application. <i>Require a cut sheet with a fence application.</i> |
| 54. As development has increased in the downtown area, several variances for taller fences have been granted by the Board of Adjustments. Since this appears to be a trend that is supported by the board, the code should be changed to allow a taller fence downtown. <i>Also, the existing 3' maximum height in front yards is difficult because the standards size for materials is 4'.</i> | Pg. 12 - 1100.06: Change the fence height in the DN zoning districts from 6' to 8'. <i>Change the front and exterior side yard fences to be four feet in height instead of three feet.</i> |
| 55. Floodplain regulations are in a separate chapter, but staff feels it important that it be referenced in the design standards since floodplain regulations can affect site design. | Pg. 13 – 1100.07: Reference compliance with floodplain regulations. |

ORDINANCE STAFF REPORT

Pg. 8

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| <p>56. Landscaping and screening are in a separate chapter of the development code, but staff feels it important that it be referenced in the design standards since landscape regulations can affect design.</p> <p>57. Parking regulations are in the zoning code, but staff feels it important that such regulations be referenced in the design standards since parking regulations can affect site design.</p> <p>58. Engineering is reviewing retaining wall permits but the code states it is the Community Development Director.</p> <p>59. ADU's create an additional unit, which is essentially new residential construction and should be required to install sidewalks as other new residential construction.</p> <p>60. <i>Many sidewalk waivers are going to Planning Commission. In some instances, these can be administratively approved.</i></p> <p>61. <i>The right-of-way dedication is missing a section regarding applicability.</i></p> <p>62. In case the requirements of the master street plan change, the table should be removed and referenced to avoid inconsistency with future adopted plans.</p> <p>63. The same street light standards apply in several sections. Staff recommends compiling them into one location for easier reference.</p> <p>64. To assist in implementation of the Master Bicycle and Pedestrian Plan, as is done with the Master Street Plan, compliance with the plan should be required.</p> <p>65. <i>Requirements for screening of trash receptacles is vague.</i></p> <p>66. Existing electric overhead can be placed underground at the expense of the developer if approved.</p> | <p>Pg. 15 – 1100.09: Reference compliance with landscaping and screening regulations.</p> <p>Pg. 18 – 1100.13: Reference compliance with parking regulations.</p> <p>Pg. 19 – 1100.14: Replace the community development director with engineering as the reviewer of retaining wall permits.</p> <p>Pg. 21 – 1100.15: Add ADU's to the list of new residential construction required to build sidewalks.</p> <p><i>Pg. 21 – 1100.15: Add exemptions for A-1 zoned lots of 150 linear street frontage or more used for low density residential. Add that low-density residential sidewalk waivers can be approved administratively, and establish review criteria for granting a sidewalk waiver.</i></p> <p><i>Pg. 22 – 1100.16: Create an applicability section with review criteria and exempt A-1 property of five acres or more from dedicating right-of-way.</i></p> <p>Pg. 22 - 1100.16: Remove table of master street plan requirements and require compliance with the master street plan.</p> <p>Pg. 25 – 1100.17: Combine regulations that apply in all conditions instead of listing them out under each individual condition.</p> <p>Pg. 27 – 1100.18: Add language that requires compliance with the Master Bicycle and Pedestrian Plan.</p> <p><i>Pg. 27 – 1100.19 Require trash receptacle screening to be consistent with the utility and mechanical equipment screening in the LSD design standards.</i></p> <p>Pg. 27 – 1100.20: Specify that developers can place overhead electric underground at their own expense, if approved.</p> |
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ORDINANCE STAFF REPORT

Pg. 9

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| <p>67. The DN districts have their own design standards and should be exempt from the large scale development design standards.</p> <p>68. The regulations do not specify how the design standards apply in the case of additions and is interpreted to apply only to the addition itself.</p> <p>69. To ensure screening of utility and mechanical equipment presents a consistent appearance with the rest of the building, such screening should use similar materials as the primary structure.</p> <p>70. Bike racks should be an allowed site amenity to meet the site amenities requirement.</p> <p>71. The design standards for the downtown neighborhood zoning districts are currently in the zoning code and should be relocated to the development code so that all design standards are in the same code section.</p> <p>72. <i>The phrase "where alleys exist" is vague.</i></p> <p>73. To avoid conflicts, doors that access directly onto a sidewalk should be recessed to allow for safe pedestrian use of the sidewalk.</p> <p>74. Engineering staff recommends that the applicant for a project at the municipal airport must first meet with and receive approval from the airport manager instead of the Airport Advisory Board.</p> <p>75. The landscaping regulations for the airport district are currently in the design article. All landscaping regulations should be in the landscaping article.</p> | <p>Pg. 28 - 1100.21: For LSD design standards, exempt the DN district, which have their own design standards. <i>For industrial and agricultural zoned properties, add that the design standards apply to sides that are visible from a public right-of-way.</i></p> <p>Pg. 29 – 1100.21: Clarify that only the addition to the building must to meet the design standards.</p> <p>Pg. 30 – 1100.21: Add that screening of mechanical and utility equipment must use materials similar to the primary building.</p> <p>Pg. 32 - 1100.21: Add bike racks as an allowed site amenity for LSD site amenity requirements.</p> <p>Pg. 32-44 – 1100.22: Insert the DN district designs standard that were previously in the zoning regulations.</p> <p><i>Pg. 33 – 1100.22: Replace "exist" with "are platted and paved." Add language allowing property owners to pave alley consistent with adopted standards.</i></p> <p>Pg. 46 – 1100.23: Require doors onto sidewalks to be recessed the width of the door.</p> <p>Pg. 50 – 1100.24 Revise language to require a meeting with the airport manager prior to beginning the large-scale process and that the project must be approved by the airport manager before moving on to Planning Commission approval.</p> <p>Pg. 52 – 1100.24: Relocate landscape regulations to the landscape chapter and add that the development must comply with the specific landscape regulations for airports.</p> |
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ORDINANCE STAFF REPORT

Pg. 10

Att. I: Art. 1400 Landscaping & Screening

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| 79. Landscaping and screening applies to parking lots and residential preliminary plats. | Pg. 1 – 1400.02: Add language that require the landscape requirements to apply to parking lots and residential preliminary plats. |
| 80. The Tree and Landscape Advisory Committee has determined that the Street Tree Corridor Plan has not achieved the anticipated goals. | Pg. 2 & 21 – 1400.04 & 1400.16: Delete the Street Tree Corridor Plan. |
| 81. The items shown on the landscape plan must also be shown in compliance with the landscaping regulations. | Pg. 3 – 1400.05: Require that the items shown on the plan are in compliance with the landscape regulations. |
| 82. The list of items to be shown on the plan also include regulations, which are best suited in regulatory sections, not plan requirement sections. | Pg. 3 – 1400.05: Combine regulations and relocate to the general provisions and tree size requirements. |
| 83. <i>There are some cases where private utility easements do not allow for the placement of trees and those easements are in the same location as the required street frontage buffer.</i> | <i>Pg. 5 – 1400.06: Add a requirement that when there are private utility conflicts in the street frontage buffer, trees are still required in an area parallel to the street and the location selected must be approved by the director.</i> |
| 84. <i>Current perimeter landscaping requirements do not make accommodations for cross access between properties.</i> | <i>Pg. 5 – 1400.07: Allow required perimeter landscaping requirements to be placed elsewhere on site when cross access is being provided.</i> |
| 85. Large scale developments and homeowners are required to plant trees. Tree planting should also apply to preliminary plats. | Pg. 5 & 9 – 1400.10: Add language requiring preliminary plats to plant one shade tree per 50 feet of street frontage along the perimeter streets of the subdivision. |
| 86. The same regulations are listed several times for different conditions. | Pg. 10 – 1400.12: Combined similar regulations into one area. |
| 87. The Tree and Landscape Advisory Committee has reviewed and established a new approved tree list and a new prohibited tree list. | Pg. 12 to 19 – 1400.13 & 1400.14 Revise both the approved and prohibited tree lists, as recommended by the Tree and Landscape Advisory Committee. |

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 15 SUBDIVISION CODE OF THE
BENTONVILLE MUNICIPAL CODE.

WHEREAS, Bentonville periodically reviews the Subdivision Code which uncovers errors, need for clarification, or updates to meet current conditions.

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

Section 1. That within this ordinance, except section headings, all underlined text shall be added and strikethrough text shall be deleted.

Section 2. The Bentonville Municipal Code, Chapter 15 Subdivision Code shall be and is hereby renamed to Land Development Code.

Section 3. That Bentonville Municipal Code, Chapter 15 Subdivision Code, Art. 100 General Provisions shall be and is hereby amended with the following:

Sec. 100.06Applicability.

It is hereby declared to be the policy of the City of Bentonville to consider the subdivision of land and the subsequent development of subdivided plat as subject to the control of the City pursuant to the General Plan, primarily the Land Use Plan and Master Street Plan of the City for orderly planning and efficient development of the City and the planning area. These regulations and development standards shall apply to the following forms of land subdivision and development:

- (a) *Subdivision.* The division of land into two or more tracts, lots, sites, or parcels;
- (b) *Property line adjustments.* A transfer or adjustment of a property line which does not create a separate, new lot. A property line adjustment may or may not dedicate right-of-way or utility easements;
- (c) *Large scale developments.* All development required to go through the Large Scale Development process ~~other than single-family and duplex; or~~
- (d) *Dedications.* The dedication of any street or alley right-of-way, utility easement, drainage easement, or access easement through any tract of land regardless of the area involved.
- (e) *New construction and additions.* All new construction and additions, unless specifically exempt.

Section 4. That Bentonville Municipal Code, Chapter 15 Subdivision Code, Art. 200 Definitions shall be and is hereby amended with the following:

Caliper: The measurement of the diameter of the trunk six (6) inches above ground level for trees up to four (4) inches in caliper size.

Dangerous traffic condition: A traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.

Lot Frontage: That dimension of a lot or portion of a lot abutting on a ~~street~~ public right-of-way, excluding the side dimension of a corner lot.

Lot split: A ~~subdivision of three lots or less where right-of-ways and or utility easement are being dedicated to the City.~~

Parking space, off-street: A space for the parking of a motor driven vehicle within a parking lot and having a permanent means of access to a street right-of-way without requiring passage through another parking space.

Primary Junction Box: Used in both commercial and residential locations. These enclosures are used by BEUD in order to provide underground power in multiple directions. The underground cables in these devices carry primary power only (12.47/7.2 kV). There are three types of primary junction boxes: a 600A three-phase junction box, a 200A three-phase junction box, and a 200A single-phase junction box. ~~Conduits coming in and out of this device should be buried four (4) feet deep.~~

Secondary Junction Box: Provide secondary power to multiple locations. In a residential setting, these are typically located on the lot line in the front yard. ~~Conduits coming in and out of this device should be buried two (2) feet deep.~~

Section 5. That Bentonville Municipal Code, Chapter 15 Subdivision Code, Sec. 1200.2 Determining Necessity for Off-Site Improvements shall be and is hereby amended by adding the following:

(d) The off-site improvement shall be required whenever a proposed development or residence causes the need for such improvements.

Section 6. That the following articles of the Bentonville Municipal Code, Chapter 15 Subdivision Code, shall be and are hereby deleted and replaced with the respective attachment, an electronic copy and paper copy of which are on file with the City Clerk, and are hereby adopted by reference as though they were copied herein fully:

Attachment A: Art. 300 Administration and Enforcement
Attachment B: Art. 400 Preliminary Plats
Attachment C: Art. 500 Final Plats
Attachment D: Art. 600 Incidental Subdivisions;
Attachment E: Art. 700 Large Scale Developments;
Attachment F: Art. 800 Planned Developments
Attachment G: Art. 900 Plat and Plan Requirements;
Attachment H: Art. 1100 Design Standards; and,
Attachment I: Art. 1400 Landscaping, Screening and Buffering.

Section 7. This Ordinance shall be in full force and effect 30 days from the date of its passage and approval.

PASSED and APPROVED this _____ day of _____, 2019.

Approved:

Mayor Stephanie Orman

ATTEST:

City Clerk Linda Spence



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
X	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating an Alley ROW Vacation between 704 and 706 NE A Street of Demings 2nd Addition.

COST TO CITY:

Cost of this Request:	
Additional Budget Amount	

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

AN ORDINANCE VACATING AN ALLEY RIGHT OF WAY LOCATED BETWEEN 704 AND 706 NE A STREET OF DEMINGS 2ND ADDITION.

WHEREAS, a petition was filed by Ken Ewing with the City Council of the City of Bentonville, Arkansas, asking the City Council to vacate an alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A 20' ALLEY LOCATED BETWEEN LOT 9 BLOCK 24, LOT 10 BLOCK 24, LOT 25 BLOCK 24 AND LOT 27 BLOCK 24 IN DEMINGS 2ND ADDITION, BENTONVILLE, ARKANSAS.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described alley right of way easement. A shared assess easement agreement between Lots 25, Lot 27, Lot 10 and Lot 9 of Demings 2nd Addition shall be filed with Exhibit A.

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

Section 1: The City of Bentonville, Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to an alley right of way designated as follows:

A 20' ALLEY LOCATED BETWEEN LOT 9 BLOCK 24, LOT 10 BLOCK 24, LOT 25 BLOCK 24 AND LOT 27 BLOCK 24 IN DEMINGS 2ND ADDITION, BENTONVILLE, ARKANSAS.

Section 2: A copy of this Ordinance and Plat (Exhibit A), duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas, and recorded in the deed records of the County.

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2019, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

LINDA SPENCE, City Clerk and
Recorder for the City of Bentonville,
Arkansas

BOB MCCASLIN, Mayor
City of Bentonville, Arkansas



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☐	Resolution	
☒	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

Stephanie Orman

Department

Mayor

Phone

271-5966

ACTION REQUIRED:

Council approval of Mayor Orman's recommendation to appoint Gary Wilson to serve as the City's representative on the Benton County Regional Solid Waste Management District's Board. Mr. Wilson will replace Mike Bender whose term expires May 14, 2019.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	-
Funds Expended to Date		-
Remaining Budget		-
Budget Adjustment		-
Remaining After Adjustment	\$	-

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Benton County Regional Solid Waste Management Board City Delegate Appointment

Pursuant to Arkansas Code 8-6-707, any city with a certified population over 2,000 must place a representative on the Board of the Benton County Solid Waste District.

Arkansas Code Annotated § 8-6-707.

(b) (1) Each regional solid waste management board shall be composed of representatives of the counties within the district and representatives of all first class cities, of all cities with a population over two thousand (2,000) according to the latest federal decennial census, and of the largest city of each county within the district.

(2) The county judge of each county within the district and the mayor of each city entitled to a representative in the district shall serve on the board, unless the county judge or mayor elects instead to appoint a member as follows:

(A) The county judge, with confirmation by the quorum court of each county within the district, shall appoint one (1) member to the board; and

(B) The mayor, with confirmation by the governing body of each city entitled to a representative in the district, shall appoint one (1) member.

Mayor's Appointee

I, Stephanie Orman, Mayor of the City of Bentonville, do hereby appoint Gary Wilson to serve as the City's representative on the Benton County Regional Solid Waste Management District's Board at any regular or special Board meeting and at any Committee meeting.

Confirmation

Appointment of the Member was confirmed by the City Council / City Board on

_____. I am attaching a copy of the meeting minutes indicating this confirmation.

Mayor

Date



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	19-18
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Recommend Mayor and City Council award the bid for Substation "E" maintenance to Service Electric in the amount of \$32,090.00.

COST TO CITY:

Cost of this Request: \$32,090

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: March 12, 2019

TO: City Council, Mayor Orman

FROM: Travis Matlock, Engineer Director

RE: Bid Award – Substation "E" Maintenance

The Electric Department recommends awarding the bid for Substation "E" maintenance to Service Electric for \$32,090.00.

The Substation "E" transformer has an bushing that needs to be replaced before it fails, but due to the type of transformer, BEUD does not have the equipment to make the change (most notably, a 9,000 gallon oil containment tank). Service Electric, with the assistance of BEUD crew will drain the oil tank, change out the bushing, and re-fill the tank. While they are changing the insulator, they will also perform maintenance on the LTC attached to the transformer.



BID TABULATION:
 SUBSTATION "E" MAINTENANCE
IFB-19-18
BID OPENING:
 March 8th, 2019
 10:00 A.M

BIDDER NAME	BID COMPLETE	BID BOND	TOTAL BID PRICE	PRICE OF OPTIONAL LTC INSPECTION (NOT INCLUDED IN THE TOTAL BID PRICE AND NOT A FACTOR IN THE BID AWARD)
SERVICE ELECTRIC	YES	YES	\$ 28,301.00	\$ 3,789.00
SPX TRANSFORMERS SOLUTIONS/ WAUKESHA ELECTRIC SOLUTIONS	YES	YES	\$ 41,780.00	\$ 8,920.00
SD MYERS	YES	YES	\$ 52,720.00	\$ 7,950.00



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-19-09
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Mayor and City Council to award bid #IFB-19-09 to Lonnie Cobb Ford, LLC for the purchase of (3) 2019 4X4 Crew Cab and Chassis. Please see attachments.

COST TO CITY:

Cost of this Request: \$147,585

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	225,000
Funds Expended to Date		147,585
Remaining Budget		77,415
Budget Adjustment		-
Remaining After Adjustment	\$	77,415

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Bentonville Street Department
3200 SW Municipal Dr.
Bentonville, AR 72712
Phone: (479) 271-3130

MEMORANDUM

DATE: 2-12-2019
TO: City Council, Mayor Orman
FROM: Tony Davis, Street Manager
RE: (3) Crew Cab and Chassis 4 X 4 Trucks

On February 26, 2019 the City opened bids for (3) 2019 Crew Cab and Chassis 4 X 4 trucks. The winning bidder is Lonnie Cobb Ford with a bid amount of \$147,585.00. Please see bid tabulations. The total budgeted for these trucks was \$225,000.00 and the remaining funds will be applied toward the purchase of beds, plows and spreader boxes to equip these trucks.

Sincerely,

Tony Davis
Street Manager



BID TABULATION:
THREE (3) 2019 OR NEWER CAB AND CHASSIS
IFB-19-09
BID OPENING:
FEBRUARY 26TH, 2019
1:00 P.M

BIDDER NAME	BID COMPLETE	DELIVERY TIME (DAYS)	Proposed Model	PER UNIT PRICE	TOTAL BID PRICE (3 UNITS)
LONNIE COBB FORD, LLC	YES	90-180 DAYS	2019 F-550 CHASSIS, SD CREW CAB	\$ 49,195.00	\$ 147,585.00
MARK MCLARTY FORD LINCOLN	YES	120 DAYS	2019 F-550 CHASSIS, SD CREW CAB	\$ 51,800.00	\$ 155,400.00

Notice to Bidders

(Re-Bid)

2019 or Newer Cab and Chassis

IFB-19-09

The City of Bentonville is accepting formal bids for the purchase and delivery of three (3) 2019 or Newer Cab and Chassis, 4x4 Crew Cab. Specifications and the required bid packet may be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 1:00 P.M., Monday, February 26, 2019, at the Purchasing Office on the first floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submittals will not be accepted.

BID SUBMISSION DEADLINE NOTICE

IFB-19-09

In the advertisement published on February 3, 2019, the day of the deadline for receiving sealed bids was inadvertently listed as Monday.

The correct day of the deadline for receiving sealed bids is **Tuesday**. The submission deadline for IFB-19-09 is Tuesday, February 26, 2019 at 1:00 P.M.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

RE-INVITATION FOR BID
IFB-19-09

Date of Re-Issuance: **February 3, 2019**

Bid Number: **IFB-19-09**

Bid Opening Date: **February 26, 2019**

Bid Opening Time: **1:00 P.M.**

Questions regarding this bid should be directed to the Purchasing Department at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., February 21, 2019.

All bids must be received by the Purchasing Department prior to 1:00 P.M., February 26, 2019 in a sealed envelope, clearly marked on the outside with **BID # IFB-19-09**. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Department, 117 West Central Ave Bentonville, AR 72712.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM:	<i>Louie Cobb Feds</i>	PHONE NUMBER:	<i>731-989-2121</i>	FAX NUMBER:	<i>731-989-3502</i>
BUSINESS ADDRESS, STREETS:	<i>1618 US Hwy 45W</i>	CITY:	<i>Henderson</i>	STATE:	<i>TN</i>
SIGNATURE OF AUTHORIZED PERSON:	<i>[Redacted]</i>	DATE:	<i>2-22-19</i>	ZIP:	<i>38340</i>
PRINTED OR TYPED NAME:	<i>STEVEN BLACKSTOCK</i>	TITLE:	<i>Fleet Manager</i>		

ARKANSAS SALES OR USE TAX NUMBER: *na*

STATE CONTRACTORS LICENSE NUMBER: *na*

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of three (3) 2019 or newer 4x4 Crew Cab and Chassis for the City of Bentonville Street Department.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.

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

CONTRACT TERM:

The awarded bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of three (3) 2019 or newer 4x4 Crew Cab and Chassis.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of three (3) 2019 or newer 4x4 Crew Cab and Chassis for the City of Bentonville Street Department.

DELIVERY

The City of Bentonville requests delivery within 120 calendar days after receipt of the City's Purchase Order. If this delivery schedule cannot be met, Bidder must state the number of calendar days required to place the equipment in the City's designated location. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery: Allow 90-180 calendar days after receipt of Purchase Order.

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INVOICING

Bidder shall provide an invoice to the City no less than one week prior to the scheduled delivery day.

City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

The City will provide payment, by check, for the items at the time they are delivered to the City.

PAYMENT TERMS



Net 30 days



Other: _____

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

____ Yes ☒ No

Contractor/Vendor Disclosure

Company Name: Lennie Coss Furs

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

Immediate Relation includes:

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

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

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

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

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

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

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

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.
13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

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

SPECIFICATIONS

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

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
ENGINE	
6.7 Liter turbo diesel	X
Heavy duty battery	X
Dual alternators	X
TRANSMISSION	
Heavy duty automatic	X
Four wheel drive	X
Manual shift transfer case	X
CHASSIS	
4:88 Front and rear axle ratio with rear limited slip	X
Gross vehicle weight rating of 19,500 pounds	X
Snow plow prep package	X
Dual rear wheels	X
225/70 Rx19.5" G PLY rating	X
19.5" Painted steel wheels	X
Full size spare wheel and tire	X
Wheel base of 203"	X
CAB	
Crew cab	X
AM-FM stereo	X
Gauge package that includes: voltage, engine temperature, oil pressure, transmission temperature, tachometer, speedometer	X - Through Message Center
Trailer tow package with in cab brake control	X
White exterior color	X
Grey interior with heavy duty vinyl and a 40/20/40 split bench seat	X
Vinyl floor	X
Bodybuilder auxiliary switch/wiring panel	X
Extendable heated side mirrors	X
Power windows and door locks	X

Detail Notes

(Optional): _____

PRICING SHEET

Bid prices shall include all costs, including but not limited to: tax and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville tax rate is 9.5%.

The Bid Award will be made based on the most responsible and lowest total cost for three (3) 2019 or Newer Crew Cabs and Chassis delivered to the City of Bentonville, Arkansas.

Quantity	Item	Per Unit Cost	TOTAL BID PRICE
3	2019 or Newer Crew Cabs and Chassis, as specified.	\$ <u>49,195.00</u>	\$ <u>147,585.00</u>



Lonnie Cobb Ford
1618 Highway 45 North, Henderson, Tennessee,
383404005
Office: 731-989-2121
Fax: 731-989-3502

Customer Proposal

Prepared by:

STEVEN BLACKSTOCK
Office: 731-989-2121
Email: lcag.fleet@gmail.com

Date: 02/22/2019

Vehicle: 2019 F-550 Chassis XL
4x4 SD Crew Cab 203" WB DRW





Lonnie Cobb Ford
1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121
Fax: 731-989-3502

Re: Vehicle Proposal

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

STEVEN BLACKSTOCK

731-989-2121
lcag.fleet@gmail.com



Lonnie Cobb Ford
1618 Highway 45 North, Henderson, Tennessee,
383404005
Office: 731-989-2121
Fax: 731-989-3502

2019 F-550 Chassis, SD Crew Cab
4x4 SD Crew Cab 203" WB DRW XL(W5H)
Price Level: 950

Selected Equipment & Specs

Dimensions

- * Exterior length: 289.2"
- * Exterior width: 80.0"
- * Wheelbase: 203.0"
- * Rear track: 74.0"
- * Rear tire outside width: 93.9"
- * Front legroom: 43.9"
- * Front headroom: 40.8"
- * Front hiproom: 62.5"
- * Front shoulder room: 66.7"
- * Passenger volume: 131.7cu.ft.
- * Maximum cargo volume: 52.1cu.ft.
- * Cab to axle: 84.0"
- * Exterior height: 81.7"
- * Front track: 74.8"
- * Turning radius: 28.6'
- * Min ground clearance: 8.2"
- * Rear legroom: 43.6"
- * Rear headroom: 40.4"
- * Rear hiproom: 64.7"
- * Rear shoulder room: 65.9"
- * Cargo volume: 52.1cu.ft.

Powertrain

- * Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection federal
- * Part-time
- * Fuel Economy Cty: N/A
- * Recommended fuel : diesel
- * TorqShift 6 speed automatic transmission with overdrive
- * Limited slip differential
- * Fuel Economy Highway: N/A

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Front and rear 19.5 x 6 argent steel wheels
- * Dual rear wheels
- * Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Hydraulic power-assist re-circulating ball Steering
- * LT225/70SR19.5 GBSW AS front and rear tires

Body Exterior

- * 4 doors
- * Conventional right rear passenger
- * Turn signal indicator in mirrors
- * Black bumpers
- * Clearcoat paint
- * 2 front tow hook(s)
- * Conventional left rear passenger
- * Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator
- * Black door mirrors
- * Trailer harness
- * Front and rear 19.5 x 6 wheels

Convenience

- * Manual air conditioning with air filter
- * Driver and passenger 1-touch up
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual telescopic steering wheel
- * 1 1st row LCD monitor
- * Passenger visor mirror
- * Driver and passenger door bins
- * Upfitter switches
- * Power windows
- * Driver and passenger 1-touch down
- * Manual tilt steering wheel
- * Day-night rearview mirror
- * Front cupholders
- * Full overhead console
- * Rear door bins

Seats and Trim

- * Seating capacity of 6
- * 4-way driver seat adjustment
- * Front 40-20-40 split-bench seat
- * Manual driver lumbar support

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2019 F-550 Chassis, SD Crew Cab
4x4 SD Crew Cab 203" WB DRW XL(W5H)
Price Level: 950

Selected Equipment & Specs (cont'd)

- * 4-way passenger seat adjustment
- * 60-40 folding rear split-bench seat

- * Centre front armrest with storage

Entertainment Features

- * AM/FM stereo radio
- * Fixed antenna

- * 4 speakers

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Fully automatic headlights
- * Light tinted windows
- * Tachometer
- * Trip computer

- * Delay-off headlights
- * Variable intermittent front windshield wipers
- * Front and rear reading lights
- * Outside temperature display
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Dual front impact airbag supplemental restraint system
- * Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- * Power remote door locks with 2 stage unlock and panic alarm
- * MyKey restricted driving mode
- * 3 manually adjustable rear head restraints

- * Brake assist
- * Driveline traction control
- * Dual seat mounted side impact airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints

Dimensions

General Weights

Curb	8,602 lbs.	GVWR	19,500 lbs.
Payload	11,150 lbs.		

Front Weights

Front GAWR	7,000 lbs.	Front curb weight	5,050 lbs.
Front axle capacity	7,000 lbs.	Front spring rating	7,000 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

Rear GAWR	14,706 lbs.	Rear curb weight	3,552 lbs.
Rear axle capacity	14,706 lbs.	Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		

General Trailering

5th-wheel towing capacity	22800 lbs.	Gooseneck towing capacity	22800 lbs.
Towing capacity	18500 lbs.	GCWR	32000 lbs.

Fuel Tank type

Capacity	40 gal.
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Off Road

Min ground clearance	8 "
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2019 F-550 Chassis, SD Crew Cab
 4x4 SD Crew Cab 203" WB DRW XL(W5H)
 Price Level: 950

Selected Equipment & Specs (cont'd)

<i>Interior cargo</i>			
Cargo volume	52.1 cu.ft.	Maximum cargo volume	52.1 cu.ft.
<i>Rear Frame</i>			
Height loaded	29 "	Height unloaded	34 "

Powertrain

<i>Engine Type</i>			
Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
Ignition	Compression	Injection	Diesel direct injection
Liters	6.7L	Orientation	Longitudinal
Recommended fuel	Diesel	Valves per cylinder	4
Valvetrain	OHV	Forced induction	Intercooled turbo

<i>Engine Spec</i>			
Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

<i>Engine Power</i>			
Output	330 HP @ 2,600 RPM	Torque	750 ft.-lb @ 2,000 RPM

<i>Alternator</i>			
Type	Dual	Amps	332

<i>Battery</i>			
Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

<i>Transmission Gear Ratios</i>			
1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

<i>Transmission Torque Converter</i>			
Stall ratio	1.90		

<i>Transmission Extras</i>			
Driver selectable mode	Yes	Sequential shift control	SelectShift

<i>Drive Type</i>			
4wd type	Part-time	Type	Four-wheel

<i>Drive Feature</i>			
Limited slip differential	Mechanical	Traction control	Driveline
Locking hub control	Manual	Transfer case shift	Manual

<i>Drive Axle</i>			
Ratio	4.88		

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2019 F-550 Chassis, SD Crew Cab
4x4 SD Crew Cab 203" WB DRW XL(W5H)
Price Level: 950

Selected Equipment & Specs (cont'd)

<i>Exhaust</i>				
Material	Stainless steel	System type		Single
<i>Emissions</i>				
CARB	Federal			
<i>Fuel Economy</i>				
Fuel type	Diesel			
<i>Engine Retarder</i>				
Type	Yes			
Driveability				
<i>Brakes</i>				
ABS	4-wheel	ABS channels		3
Type	4-wheel disc	Vented discs		Front and rear
<i>Brake Assistance</i>				
Brake assist	Yes			
<i>Suspension Control</i>				
Ride	Firm			
<i>Front Suspension</i>				
Independence	Mono-beam non-independent	Anti-roll bar		Regular
<i>Front Spring</i>				
Type	Coil	Grade		HD
<i>Front Shocks</i>				
Type	HD			
<i>Rear Suspension</i>				
Independence	DANA 130 rigid axle	Type		Leaf
Anti-roll bar	Regular			
<i>Rear Spring</i>				
Type	Leaf	Grade		HD
<i>Rear Shocks</i>				
Type	HD			
<i>Steering</i>				
Activation	Hydraulic power-assist	Type		Re-circulating ball
<i>Steering Specs</i>				
# of wheels	2			
Exterior				
<i>Front Wheels</i>				
Diameter	19.5"	Width		6.00"
<i>Rear Wheels</i>				
Diameter	19.5"	Width		6.00"
Dual	Yes			

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4x4 SD Crew Cab 203" WB DRW XL(W5H)
Price Level: 950

Selected Equipment & Specs (cont'd)

Spare Wheels			
Wheel material	Steel		
Front and Rear Wheels			
Appearance	Argent	Material	Steel
Front Tires			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		
Rear Tires			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		
Spare Tire			
Mount	Frame mounted	Type	Full-size
Wheels			
Front track	74.8"	Rear track	74.0"
Turning radius	28.6'	Wheelbase	203.0"
Rear tire outside width	93.9"		
Body Features			
Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Front tow hook(s)	2		
Body Doors			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional		
Exterior Dimensions			
Length	289.2"	Body width	80.0"
Body height	81.7"	Cab to axle	84.0"
Axle to end of frame	47.2"	Frame section modulus	17.2cu.in.
Frame yield strength (psi)	50000.0	Frame rail width	34.2"
Front bumper to Front axle	38.3"	Cab to end of frame	131.2"
Front bumper to back of cab	158.1"		
Safety			
Airbags			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st and 2nd row		Passenger front-impact	Yes
Passenger side-impact	Seat mounted		
Seatbelt			
Height adjustable	Front		

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 Price Level: 950

Selected Equipment & Specs (cont'd)

<i>Security</i>			
Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		
Seating			
<i>Passenger Capacity</i>			
Capacity	6		
<i>Front Seats</i>			
Split	40-20-40	Type	Split-bench
<i>Driver Seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual
<i>Passenger seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4		
<i>Front Head Restraint</i>			
Control	Manual	Type	Adjustable
<i>Front Armrest</i>			
Centre	Yes	Storage	Yes
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Front Seat Trim</i>			
Material	Vinyl	Back material	Vinyl
<i>Rear Seat Trim Group</i>			
Material	Vinyl	Back material	Carpet
Convenience			
<i>AC And Heat Type</i>			
Air conditioning	Manual	Air filter	Yes
Underseat ducts	Yes		
<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes		
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Antenna</i>			
Type	Fixed		

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 Price Level: 950

Selected Equipment & Specs (cont'd)

<i>LCD Monitors</i>			
1st row	1	Primary monitor size (inches)	2.3
<i>Convenience Features</i>			
Retained accessory power	Yes	12V DC power outlet	2
Upfitter switches	Yes		
<i>Door Lock Activation</i>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Exterior temp	Yes
Systems monitor	Yes		
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power		
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Light		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Window	Fixed		
Interior			
<i>Passenger Visor</i>			

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Selected Equipment & Specs (cont'd)

Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes		
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Vinyl/rubber
<i>Trim Feature</i>			
Gear shift knob	Urethane	Interior accents	Chrome
<i>Lighting</i>			
Dome light type	Fade	Front reading	Yes
Illuminated entry	Yes	Rear reading	Yes
Variable IP lighting	Yes		
<i>Overhead Console Storage</i>			
Storage	Yes	Type	Full
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Locking	Passenger door bin	Yes
Illuminated	Yes	Instrument panel	Bin
Dashboard	Covered	Rear door bins	Yes
<i>Legroom</i>			
Front	43.9"	Rear	43.6"
<i>Headroom</i>			
Front	40.8"	Rear	40.4"
<i>Hip Room</i>			
Front	62.5"	Rear	64.7"
<i>Shoulder Room</i>			
Front	66.7"	Rear	65.9"
<i>Interior Volume</i>			
Passenger volume	131.7 cu.ft.		

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Warranty - Selected Equipment & Specs

Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
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Diesel Engine

Distance	100,000 miles	Months	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: STEVEN BLACKSTOCK Date: 02/22/2019



Lonnie Cobb Ford
1618 Highway 45 North, Henderson, Tennessee,
383404005
Office: 731-989-2121
Fax: 731-989-3502

2019 F-550 Chassis, SD Crew Cab
4x4 SD Crew Cab 203" WB DRW XL (W5H)
Price Level: 950

Selected Options

Code	Description	MSRP
W5H	Base Vehicle Price (W5H)	\$45,965.00
660A	Order Code 660A <i>Includes:</i> - Tires: 225/70Rx19.5G BSW A/P - Optional spare is 225/70Rx19.5G BSW A/P - Wheels: 19.5" Argent Painted Steel - Includes manual locking hubs - HD Vinyl 40/20/40 Split Bench Seat - Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo - Includes 4 speakers.	N/C
99T	Engine: 6.7L 4V CHV Power Stroke V8 Turbo Diesel B20 <i>Includes Diesel Exhaust Fluid (DEF) tank, Intelligent Oil-Life Monitor, manual push-button engine-exhaust braking and split-shaft calibration compatibility.</i> <i>Includes:</i> - Dual 78-AH 750 CCA Batteries	\$9,010.00
44W	Transmission: TorqShift 6-Speed Automatic <i>(6R140). Includes SelectShift.</i>	N/C
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame, rear-axle and low deflection/high capacity springs. Increases max RGAWR to 14,706. Note: See Order Guide Supplemental Reference for further details on GVWR.</i>	\$1,155.00
TGJ	Tires: 225/70Rx19.5G BSW A/P <i>Optional spare is 225/70Rx19.5G BSW A/P.</i>	Included
64Z	Wheels: 19.5" Argent Painted Steel <i>Includes manual locking hubs.</i>	Included
512	Spare Tire, Wheel & Jack Required in Rhode Island. <i>Excludes carrier.</i> <i>Includes:</i> - 6-Ton Hydraulic Jack	\$350.00
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
PAINT	Monotone Paint Application	STD
203WB	203" Wheelbase	STD
90L	Power Equipment Group	\$1,125.00

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Prepared by: STEVEN BLACKSTOCK Date: 02/22/2019

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Lonnie Cobb Ford
1618 Highway 45 North, Henderson, Tennessee,
383404005
Office: 731-989-2121
Fax: 731-989-3502

2019 F-550 Chassis, SD Crew Cab
4x4 SD Crew Cab 203" WB DRW XL(W5H)
Price Level: 950

Selected Options (cont'd)

Code	Description	MSRP
	<i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack - Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Trailer Tow Mirrors w/Power Heated Glass - Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals. - MyKey - Includes owner controls feature. - Power Front & Rear Side Windows - Includes 1-touch up/down driver/passenger window. - Power Locks - Remote Keyless Entry	
473	Snow Plow Prep Package	\$185.00
	<i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.</i> <i>Includes:</i> - Dual Alternators (Total 332-Amps)	
61J	6-Ton Hydraulic Jack	Included
67A	Dual Alternators (Total 332-Amps)	Included
52B	Trailer Brake Controller	\$270.00
	<i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	
STDRD	Radio: AM/FM Stereo	Included
	<i>Includes 4 speakers.</i>	
425	50-State Emissions System	STD
AS_01	Medium Earth Gray	N/C
Z1_01	Oxford White	N/C
SUBTOTAL		\$58,420.00
Destination Charge		\$1,595.00
TOTAL		\$60,015.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: STEVEN BLACKSTOCK Date: 02/22/2019

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Lonnie Cobb Ford
1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121
Fax: 731-989-3502

2019 F-550 Chassis, SD Crew Cab
4x4 SD Crew Cab 203" WB DRW XL(W5H)
Price Level: 950

Major Equipment

(Based on selected options, shown at right)

Powerstroke 6.7L V-8 OHV w/diesel direct injection 330hp

TorqShift 6 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan
- * Dual power remote heated mirrors
- * 19.5 x 6 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Underseat ducts
- * 60-40 folding rear split-bench
- * Steering-wheel mounted audio controls
- * Rear axle capacity: 14706 lbs.
- * Rear spring rating: 15000 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"

Exterior: Oxford White

Interior: Medium Earth Gray

- * Brake assistance
- * LT 225/70R19.5 G BSWAS S-rated tires
- * Firm suspension
- * Tinted glass
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags
- * SecurILock immobilizer
- * Message Center
- * Reclining front split-bench seats
- * Vinyl seats
- * Front axle capacity: 7000 lbs.
- * Front spring rating: 7000 lbs.
- * Frame section modulus: 17.2 cu.in.
- * Cab to axle: 64"
- * Engine retarder

Fuel Economy

City
N/A



Hwy
N/A

Selected Options

MSRP

STANDARD VEHICLE PRICE	\$45,965.00
Order Code 660A	N/C
Tires: 225/70R19.5G BSW A/P	Included
Wheels: 19.5" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
203" Wheelbase	STD
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$9,010.00
Transmission: TorqShift 6-Speed Automatic	N/C
Dual 78-AH 750 CCA Batteries	Included
Limited Slip w/4.88 Axle Ratio	\$360.00
GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
Power Equipment Group	\$1,125.00
Accessory Delay	Included
Advanced Security Pack	Included
Trailer Tow Mirrors w/Power Heated Glass	Included
MyKey	Included
Power Front & Rear Side Windows	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: STEVEN BLACKSTOCK Date: 02/22/2019



Lonnie Cobb Ford
1618 Highway 45 North, Henderson, Tennessee, 383404005
Office: 731-989-2121
Fax: 731-989-3502

2019 F-550 Chassis, SD Crew Cab
4x4 SD Crew Cab 203" WB DRW XL(W5H)
Price Level: 950

Power Locks	Included
Remote Keyless Entry	Included
Snow Plow Prep Package	\$185.00
Dual Alternators (Total 332-Amps)	Included
Spare Tire, Wheel & Jack	\$350.00
6-Ton Hydraulic Jack	Included
Trailer Brake Controller	\$270.00
Oxford White	N/C
Medium Earth Gray	N/C
SUBTOTAL	\$58,420.00
Destination Charge	\$1,595.00
TOTAL	\$60,015.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared by: STEVEN BLACKSTOCK Date: 02/22/2019

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CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-19-17
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

Grant Osborne

Department

Parks and Rec

Phone

271-3190

ACTION REQUIRED:

City Council approval of Bid #IFB-19-17 in the amount of \$53,550.00 to Fine Cut Lawns for mowing services for Parks and Recreation.

COST TO CITY:

Cost of this Request: \$53,550

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo

To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks Operations Manager
Date: March 7, 2019
Re: City Council approval of Bid IFB-19-17 in the amount of \$53,550 to Fine Cut Lawns for Mowing Services for Parks and Recreation.

Parks and Recreation Staff is requesting City Council's approval to award bid IFB-19-17 to Fine Cut Lawns in the amount of \$53,550 to mow seventeen parcels of park land.

As Bentonville Parks and Recreation has grown over the years, we have used contract labor to supplement the mowing of some of our smaller parks to avoid adding new full-time personnel. Each year we have added more acreage and have been pleased with the contracts performance. This has allowed our maintenance staff to focus on the turf of our athletic fields, as well as our higher profile parks such as the downtown square. In 2019, we will add approximately two more miles of hard surface trail with the extension of the North Walton Trail and the Applegate Trail.

We have \$40K budgeted for contract mowing for 2019. However, after sending twenty-one properties out to bid, the low bid came back at \$90K for all twenty-one properties mowed thirty times for the mowing season. Therefore, we pulled four larger parks out which left seventeen parks at \$53,550. Staff recommends we use the \$40K budgeted and utilize the remainder from another account to fund this contract. No additional funds will be requested to council because of this overage. This will allow parks to be mowed weekly providing an enjoyable experience for the citizens of our community. It will allow our staff to dedicate more man hours for the growing number of work orders / time on buildings, restrooms, pavilions, restrooms, gates/fencing etc.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email cosborne@bentonvillear.com.

Attachments:

Bid Tabulation



BID TABULATION:
PARKS MOWING SERVICES

IFB-19-17

BID OPENING:
FEBRUARY 26TH, 2019
10:00 A.M

BIDDER NAME	TOTAL BID PRICE (THE SUM OF THE WEEKLY MOW PRICES FOR ALL LOCATIONS LISTED IN THE BID DOCUMENT)	
EMPIRE GROUP PROPERTY MANAGEMENT	\$	5,788.70
FINE CUT LAWNS	\$	3,010.00
M&W MOWING AND MORE LLC	\$	3,149.54
PRECISION LAWN & LANDSCAPING	\$	5,490.00
SUMMIT LAWN AND LANDSCAPE	\$	3,812.00



ADDENDUM TO BID

BID NUMBER: IFB-19-17

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: February 18, 2019

RE: Parks Mowing

FROM: City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, Arkansas 72712

TO: Prospective Bidders

This addendum modifies the original bidding document(s) dated February 3, 2019. **This addendum contains an amended pricing sheet. Bidders are required to acknowledge receipt of this addendum by including both the addendum and the amended pricing sheet in place of the original pricing sheet in their bid submission.**

This Addendum Number 1 consists of **4 pages**.

CHANGES MADE TO PRICING SHEET:

1. The City of Bentonville Parks and Recreation Department identified additional locations for Parks Mowing. The additional locations, as defined in this Addendum Number 1, required the City to re-issue the IFB-19-17 pricing sheet reflecting the additional Parks Mowing locations.

Additional Parks Mowing Locations:

- 1) **Dave Peel Park**
1.75 Acres
206 E. Central Ave.
- 2) **Orchards Park – Includes Legacy (excludes “Wildflower Meadow”)**
14 Acres
1100 NE John Deshields Blvd.
- 3) **Phillips Park (excludes sports fields)**
12 Acres
3108 SE J Street
- 4) **Lake Bentonville**
3 Acres
2100 SW I Street

AMENDED PRICING SHEET BEGINS ON PAGE 2

CITY OF BENTONVILLE, ARKANSAS
ADDENDUM # 1
IFB-19-17

Page 1 of 4



ADDENDUM TO BID

BID NUMBER: IFB-19-17

AMENDED PRICING SHEET TO INCLUDE ADDITIONAL LOCATIONS

(ADDITIONAL LOCATIONS ARE NOTATED)

Bid prices shall include all costs, including but not limited to: tax and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville tax rate is 9.5%. All locations are located within the City of Bentonville, Arkansas.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price will be the sum of the weekly cost for all locations, and is intended only for the City's use in the comparison of bids.

The awarded Bidder will only be compensated for completed mowing cycles at each location. The City reserves the right to withdraw any cycles or locations at any time.

*An * indicates that a trail is present*

PARK OR TRAIL NAME AND ADDRESS	APPROXIMATE ACREAGE, MILEAGE OR FEET	PRICE PER WEEKLY MOW
PARK SPRINGS PARK 300 NW 10 th St	1.9 ACRES	\$ <u>100</u>
BACK SIDE OF PARK SPRINGS 301 Along the south side of Tiger Blvd to the corner of Tiger & NW A St then south of Tiger Blvd along the west side of NW A St approximately 330 feet.	1 ACRE	\$ <u>75</u>
TOWN BRANCH PARK 401 SE 2 nd St	1.25 ACRES	\$ <u>200</u>
WILDWOOD PARK 3800 Bright Road	1.62 ACRES	\$ <u>50</u>
ENFIELD PARK 1205 NE Waverly Way	1.52 ACRES	\$ <u>75</u>
OLD TIGER STADIUM 517 Tiger Blvd.	5.33 ACRES	\$ <u>200</u>

**ADDENDUM TO BID****BID NUMBER: IFB-19-17****PRICING SHEET CONTINUED..**

PARK OR TRAIL NAME AND ADDRESS	APPROXIMATE ACREAGE, MILEAGE OR FEET	PRICE PER WEEKLY MOW
MERCHANTS PARK 201 Elm Tree Rd	5.26 ACRES	\$ <u>225</u>
BIKE PARK* 2400 N Walton Blvd	2.2 ACRES	\$ <u>125</u>
BARK PARK* 2400 N Walton Blvd	3.24 ACRES	\$ <u>175</u>
NORTH TRAIL Parallel with Bark Park and Bike Park (located at 2400 N Walton Blvd)	0.65 MILE	\$ <u>125</u>
DURHAM PARK 913 Durham Place	0.71 ACRE	\$ <u>50</u>
GILMORE PARK* SW 5 th St and SW D St Including the trail from SW D St to SW E St and trail from SW C St to SW B St.	1.72 ACRES	\$ <u>125</u>
AUSTIN-BAGGETT PARK 601 SE D St	1.43 ACRES	\$ <u>75</u>
TRAIN STATION PARK 400 S Main St	0.41 ACRE	\$ <u>50</u>
TRAIL AT TRAIN STATION PARK 400 S Main St – the approximate 175-feet of trail that runs toward the west to SW A St.	175 FEET	\$ <u>0</u>
NE A ST RESTROOM 906 NE A St	0.82 ACRE	\$ <u>50</u>

**ADDENDUM TO BID****BID NUMBER: IFB-19-17****PRICING SHEET CONTINUED..**

PARK OR TRAIL NAME AND ADDRESS	APPROXIMATE ACREAGE, MILEAGE OR FEET	PRICE PER WEEKLY MOW
LAWRENCE PLAZA 215 NE A St	0.80 ACRE	\$ <u>50</u>
TRAIL AT LAWRENCE PLAZA 215 NE A St – the approximate 315-feet of trail from 3 rd to NE Blake & NE B St.	315 FEET	\$ <u>10</u>
DAVE PEEL PARK 206 E. Central Ave. (Location added in Addendum Number 1)	1.75 ACRES	\$ <u>75</u>
ORCHARDS PARK <i>Includes Legacy</i> <i>Excludes "Wildflower Meadow"</i> 1100 NE John Deshields Blvd. (Location added in Addendum Number 1)	14 ACRES	\$ <u>425</u>
PHILLIPS PARK <i>Excludes Sports Fields</i> 3108 SE J St. (Location added in Addendum Number 1)	12 ACRES	\$ <u>600</u>
Lake Bentonville 2100 SW I St. (Location added in Addendum Number 1)	3 ACRES	\$ <u>150</u>

TOTAL BID PRICE: \$ 3010.00

The sum of the weekly mow prices for all locations listed.
Used only for the comparison of bids.

END OF ADDENDUM NUMBER 1



ADDENDUM TO BID

BID NUMBER: IFB-19-17

ADDENDUM NUMBER: 2

DATE OF ISSUANCE: February 18, 2019

RE: Parks Mowing

FROM: City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, Arkansas 72712

TO: Prospective Bidders

This addendum clarifies the original bidding document(s) dated February 3, 2019. **This addendum contains clarification to bidders regarding the City's right to add or remove mowing locations. Bidders are required to acknowledge receipt of this addendum by including it in their bid submission.**

This Addendum Number 1 consists of **1 page**.

CLARIFICATION TO BIDDERS:

The City of Bentonville Parks and Recreation Department has determined that it would be in the best interest of the City to provide additional clarification to prospective bidders regarding the City's right to add or remove Parks Mowing locations when awarding the contract and throughout the term of the awarded contract for IFB-19-17.

The Parks and Recreation Department may deem it necessary to remove Parks Mowing locations from the Bid Award or during the awarded contract term according to what is in the City's best interest and in consideration of the Parks and Recreation Department's budget for the Parks Mowing locations.

END OF ADDENDUM NUMBER 2

CITY OF BENTONVILLE, ARKANSAS
ADDENDUM # 2
IFB-19-17

Page 1 of 1

Notice to Bidders
ADVERTISEMENT AMENDED
PARK MOWING SERVICES

IFB-19-17

The City of Bentonville is accepting formal bids from qualified businesses or individuals for weekly cycles of park mowing services to be performed at various City park locations. There will be a mandatory Pre-Bid meeting held on February 14, 2019 at 10:00 A.M. at the Bentonville Downtown Activity Center located at 215 SW A ST., Bentonville, AR 72712. Interested parties may ask questions or obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 10:00 A.M., Monday, February 26, 2019, at the Purchasing Office on the first floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submittals will not be accepted.

Amendment to the Advertisement published on February 3, 2019: Mandatory Pre-Bid meeting date amendment. The original advertisement stated a date of February 7, 2019. The amended date is February 14, 2019.

BID SUBMISSION DEADLINE NOTICE

IFB-19-17

In the advertisement published on February 3, 2019, the day of the deadline for receiving sealed bids was inadvertently listed as Monday.

The correct day of the deadline for receiving sealed bids is **Tuesday**. The submission deadline for IFB-19-17 is Tuesday, February 26, 2019 at 10:00 A.M.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID
IFB-19-17

Date of Issuance: **February 3, 2019**

Bid Number: **IFB-19-17**

Mandatory Pre-Bid Meeting: February 14, 2019 at 10:00 A.M (address below).

Bid Opening Date: **February 26, 2019**

Bid Opening Time **10:00 A.M.**

Questions regarding this bid should be directed to the Purchasing Department at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., February 21, 2019.

Mandatory Pre-Bid Meeting Address: 215 SW A ST., BENTONVILLE, AR 72712 (DOWNTOWN ACTIVITY CENTER)

During the Pre-Bid meeting Bidders will have an opportunity to schedule ride-along appointments with the City's Parks and Recreation Department. Ride along appointments will consist of driving by locations where services are to be performed with a City staff member, to allow the Bidders to become familiar with areas to be maintained.

Mandatory Pre-Bid Meeting Date and Time: February 14, 2019 at 10:00 A.M.

All bids received from entities which did not attend the Mandatory Pre-Bid Meeting will be rejected.

All bids must be received by the Purchasing Department prior to 10:00 A.M., February 26, 2019 in a sealed envelope, clearly marked on the outside with BID # IFB-19-17. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Department, 117 West Central Ave Bentonville, AR 72712.

Pre-bid meeting for this invitation will not be held at the Purchasing Department, please review pre-bid information above

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM: <u>FineCut Lawns</u>	PHONE NUMBER: <u>479-644-0017</u>	FAX NUMBER:
BUSINESS ADDRESS, STREETS: <u>5488 Hayden Rd</u>	CITY: <u>Pen Ridge</u>	STATE: <u>AR</u> ZIP: <u>72751</u>
SIGNATURE OF AUTHORIZED PERSON: <u>[Signature]</u>	DATE: <u>2-22-19</u>	
PRINTED OR TYPED NAME: <u>Aaron Roughton</u>	TITLE: <u>Owner</u>	

ARKANSAS SALES OR USE TAX NUMBER: 430830468

STATE CONTRACTORS LICENSE NUMBER: 14827 this is our certificate # for Benton County
Book 24 Page 475

INTENT

The intent of this Invitation for Bid is for weekly cycles of park mowing services to be performed at the various City Park locations defined herein for the City of Bentonville, Arkansas. The awarded Bidder will be required to sign a binding contract.

REQUIRED RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.
- \$500.00 Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Letter of Intent to provide insurance: All bids must contain a Letter of Intent from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid pursuant to the terms herein and of any contract resulting from this Invitation for Bid.

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

BID GUARANTEE

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five hundred dollars (\$500.00)**, payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected.

CONTRACT TERM:

The term for the awarded contract will be one (1) year, renewable annually upon mutual written agreement for a total maximum term of three (3) years.

SCOPE

Bidder agrees to furnish all labor and equipment necessary to perform weekly cycles of parks mowing services. The average number of mows per year for each location listed herein is 30 mows per year.

Each cycle will include all services that are industry standard when performing parks mowing services, including but not limited to: edging of grass, litter and debris removal (prior to and post mowing), trimming of branches, weed-eating, leaf blowing, blowing off debris or clippings from sidewalks, curbs, streets, trails and driveways. Parks mowing services also include the trimming of tree canopies over trails or walkways where applicable to an eight-foot (8') canopy. The City of Bentonville expects the awarded bidder to uphold a high standard of excellence in their mowing procedures, ensuring that the City's parks are well maintained for patrons to enjoy.

The City reserves the right to inspect parks where cycles have been completed and to withhold payment for cycles that have not been completed.

The City reserves the right to inspect any and all equipment to be used by the awarded Bidder prior to beginning services to ensure that the equipment is suitable to perform the services as described herein.

Bidder and the City agree that certain weather and growth related circumstances may require the mowing cycles to be delayed. Examples of such circumstances would be inclement weather and below average growth periods or seasons. Any delays or scheduling changes shall be communicated in writing between the City and the awarded Bidder. The City shall have the final determination of when grounds are able to be mowed or when the cycle requires rescheduling.

DELIVERY

The City of Bentonville requests that the parks mowing services begin within ten (10) days from the date the Notice of Award is issued. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services. Failure to state a date of availability obligates the Bidder to begin services within the City's requested timeline. Extended service start dates may be considered when in the best interest of the City.

Estimated date for presentation to City Council: March 26, 2019

Estimated Notice of Award Date: March 27, 2019

(These dates are tentative and may change)

Date available to begin services: 3-27-19

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INSURANCE

All bids must contain a Letter of Intent (LOI) from an insurance company authorized to do business in the State of Arkansas stating its willingness to insure the company submitting a bid.

The awarded Bidder will be required to provide the following Certificates of Insurance prior to beginning services for the City:

- Workers Compensation: As required by the State of Arkansas
- Comprehensive General Liability (Broad Form) in the amount of \$1,000,000.00

INVOICING

Bidder shall provide an invoice to the City's Accounts Payable office monthly upon the conclusion of each month's mowing cycles. All invoices submitted must be pre-approved by the Bentonville Parks and Recreation Grounds Foreman.

**City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712**

Invoices submitted on time and to the correct address will be paid within 14 days of receipt.

PAYMENT TERMS

Net 30 days



Other: _____

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

____ Yes ☒ No

I am registered with Benton County. If I
need to register with Secretary of States office Please
let me know, and I can get that process started.

Contractor/Vendor Disclosure

Company Name: FineCut Lawns

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

Immediate Relation includes:

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

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

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).

11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.

12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply.

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

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

14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.

17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.

18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.

20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

- All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be

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

SPECIFICATIONS

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

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Bidder shall coordinate all schedules and delays with the City's designated contact for parks mowing.	X
Bidder will use only equipment standard to a professional landscaping business and suitable for performing parks mowing services.	X
Bidder will have equipment available for inspection by the City prior to beginning services.	X
Parks mowing services will only be permitted to be performed from 7:00 A.M. to 7:00 P.M Monday through Friday, and in accordance with the City of Bentonville Noise Ordinance. Mowing services are only permitted to be performed during daylight hours.	X
Bidder understands that the City seeks to provide the patrons of Bentonville with high quality, well maintained parks and that the awarded bidder will be expected to be professional, detail oriented, and quality driven.	X
Bidder agrees that they will be required to notify the City's designated contact for parks mowing no less than five (5) days prior to performing a mowing cycle and within 24 hours of completing each mowing cycle.	X
Bidder understands that litter removal may be required prior to mowing and at the conclusion of mowing to ensure that litter does not become spread, cause property damage, or cause an unsightly appearance.	X
Bidder understands that the expected uniform grass height will be between 2.5 to 3 inches in height and that some hand trimming of vegetation may be required around fixed objects.	X
Bidder understands that mowing services shall not be performed in conditions saturated to the point that turf damage or rut damage would occur and that any such damage as a result of the mowing operation would require the Bidder to repair the damaged area(s) at no cost to the City, as directed by the City.	X
Bidder will complete the mowing cycle within (5) working days of commencement of work.	X

SPECIFICATIONS CONT..

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Turf tires may be required where the City deems necessary. The City shall have the right to make the final determination of tire requirements for specific parks.	X
All rotary type mowers shall be equipped with a chute guard or chute guard blocker to restrict foreign objects from being thrown out of the cutting unit enclosures.	X
Bidder will conduct the mowing operations within the parks system at a time of day (usually early morning) when there are the least amount of patrons within the park that is being mowed.	X
Bidder understands that some park locations will include trails and that all trails must be mowed through the easement (10-feet on each side of the trail) unless the trail is on City property, in which case the areas must be mowed to the property lines.	X
Bidder agrees that in parks where applicable, all tree canopy that is over trails or walkways shall be kept at an 8-foot canopy to keep branches, limbs, etc. from encroaching upon walkways.	X

Detail Notes

(Optional): _____

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**SHELTER
INSURANCE
COMPANIES**

SHELTER MUTUAL
SHELTER GENERAL
SHELTER LIFE

02/25/2019

Michael Sean Garrison, Agent

403 N 2nd St
Rogers, AR 72756
(479)621-0555 Off
(479)366-0795 Cel
(479)621-0556 Fax

SGarrison@ShelterInsurance.com
Arkansas License # 21157

Aaron Roughton
5988 Hayden Rd
Pea Ridge, AR 72751

RE: City of Bentonville

We are in the process of issuing a new policy for workers compensation. The coverage will be with Technology Insurance Company, policy # TARAR1009509-00. This policy should be processed within the next few days and will be an annual policy.

Sincerely,



Michael "Sean" Garrison, Agent
Shelter Insurance Companies

LIFE • HOME • AUTO • FARM • BUSINESS



CERTIFICATE OF INSURANCE

SHELTER MUTUAL INSURANCE COMPANY
A MUTUAL COMPANY

SHELTER GENERAL INSURANCE COMPANY
A STOCK COMPANY

Name & Address To Whom Issued:

CITY OF BENTONVILLE
117 W CENTRAL AVE
BENTONVILLE, AR 72712-5256

Name & Address of the Named Insured:

ROUGHTON, AARON
5988 HAYDEN RD
PEA RIDGE, AR 72751-1714

This Certificate of Insurance neither affirmatively nor negatively amends, alters or extends the coverage afforded by the policy(s) listed. The Certificate is issued for informational purposes only and confers no rights to the certificate holder.

This is to certify that insurance policies shown below by policy number have been issued for the policy period(s) indicated:

Company	Type of Insurance	Policy Number	Policy Inception	Policy Expiration	Limits of Liability
Shelter Mutual	General Liability: ☒ Premises & Operations ☒ Products/Completed Operations Provided ☒ Yes ☐ No	03-31-9093836-1	5/13/2018	5/13/2019	\$1,000,000 Per Occurrence \$1,000,000 Aggregate Products/Completed Operations For: (Describe) LAWN CARE SERVICES - INCLUDES COMPLETED OPERATIONS

REMARKS:

Date 02/22/2019

By

Authorized Representative

M-51.26-M

1817 WEST BROADWAY • COLUMBIA, MISSOURI • 65218-0001 • 1-800-743-5837



CHECK ALL THAT APPLY		
	Bid Award	Bid #
	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
x	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of a resolution, authorizing the Mayor and Clerk to enter into an agreement with Toole Design, in the amount of \$144,900.00 for the update of the Bentonville Bike and Pedestrian Master Plan.

COST TO CITY:

Cost of this Request: \$144,900

Additional Budget Amount \$145,000

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	145,000
Remaining After Adjustment	\$ 145,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: March 8, 2017
Re: City Council approval of a resolution, authorizing the Mayor and Clerk to enter into an agreement with Toole Design, in the amount of \$144,900, for the update of the Bentonville Bike and Pedestrian Master Plan.

Parks and Recreation is seeking City Council's approval of an agreement with Toole Design for the full update of the Bike and Pedestrian Master Plan.

The Play Bentonville Plan stated one of the top recreational priorities for our city is an overall trail and bicycle network. Many citizens, during the open input sessions, spoke of how they love the trail system in east and north Bentonville, but the overall system seemed incomplete because of the lack of presence in west Bentonville. The plan spoke of the need of an overall looped and connected system, but emphasized the need for an updated Trails and Pedestrian Plan. In addition, the announcement of the new Walmart Campus has city officials working with the planning team from Walmart about how the campus is connected to the community.

These two factors stress the need for our city to think long-term about how people maneuver through alternative methods of transportation. Ensuring that strong connectivity is in place, guarantees the long-term success of a safe and functional cycling network.

Parks Staff worked with Purchasing to publish a RFQ for Bike and Pedestrian Master Plans. Six (6) firms submitted qualifications to work with City Officials to create the new plan. Two (2) firms were interviewed and the selection committee chose the design group Toole from Raleigh, NC. Toole has an extensive background in bicycle infrastructure planning and design. Locally, they are leading the project to create the regional plan with Northwest Arkansas Regional Planning Commission. Their local consultant is Crafton Tull, who has history of providing the City with successful projects.

We expect this project to begin around May 1 with a completion date of December 31.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:
Agreement with Walton Family Foundation

**AGREEMENT BETWEEN
CITY OF BENTONVILLE
And
TOOLE DESIGN GROUP, LLC
TDG# C0081**

This Agreement is made as of _____ between Toole Design Group, LLC ("TDG") having its principal office of business at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, and the City of Bentonville ("Client"), (collectively the "Parties") having its principal office of business at 117 W. Central Avenue, Bentonville, AR 72712. TDG's project number shall be as follows: C0081.

AGREEMENT

TDG and Client agree as follows:

1. This Agreement does not establish a joint-venture, partnership or principal-agent relationship between TDG and Client.
2. The scope of this Agreement (the "Project" or "Services") and time period of performance are as follows:

Per Attachment A

3. Client shall compensate TDG by paying a lump sum fee with a budget amount of \$144,900.00. A more detailed description of the compensation for the Services may be found in *Attachment B*.
4. TDG shall submit invoices (no more frequently than once per month) based on work completed during that time period and Client shall pay TDG within ten (10) days after receipt of invoice.
5. The obligation to provide further services under this Agreement may be terminated by either party upon five (5) business days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon any termination, TDG will be paid for all services completed to the date of termination.
6. Client shall arrange for access to and make all provisions for TDG to enter upon public and private property as required for TDG to perform the Services.
7. Client shall give written notice to TDG whenever Client becomes aware of any development that affects the scope or timing of TDG's Services.
8. Financial records of TDG pertinent to TDG's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.

9. TDG shall maintain all records (including electronic records) in regard to this Agreement readily available and in legible form. TDG shall maintain all books, papers, records, accounting records, files, accounts, reports, cost proposals with backup data, and all other material relating to direct costs charged to this Project, and shall make all such material available at any reasonable time during the term of work on the Project and for three (3) years from the date of final payment to TDG auditing, inspection, and copying upon Client's request.
10. Any official notice or other communication required hereunder shall be sent by certified mail (return receipt requested), and/or other methods as mutually agreed upon, and shall be deemed given on the date which such notice is received.

To TDG at: TOOLE DESIGN GROUP, LLC
8484 Georgia Avenue, Suite 800
Silver Spring, MD 20910

To City of Bentonville at: CITY OF BENTONVILLE
117 W. Central Avenue
Bentonville, AR 72712

11. TDG has or shall procure and maintain insurance for protection from 1) claims under workers' compensation acts, 2) from claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and 3) from claims or damages resulting from damage to, loss of use of, and/or destruction of property.

TDG shall also procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by its negligent acts, errors, or omissions. TDG shall maintain this insurance at least until the completion of TDG's services.

12. TDG and its subrogees shall hold harmless and indemnify the Client, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of TDG, its agents, servants, and employees or lower tiered contractors in the performance of this Agreement.
13. Without waiving immunity pursuant to law, Client and its subrogees shall hold harmless and indemnify TDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts or omissions, and/or material breach of contract of Client, its agents, servants, employees or lower tiered contractors in the performance of this Agreement.

14. All original design calculations, field notes, quantity calculations, logos, maps, photographs, written reports, necessary project specific provisions, and other material including drawings prepared under this agreement ("Data"), and without regard to the media in which the Data was developed, shall be the property of the Client and TDG. Client shall make available to TDG drawings, specifications, schedules and other information and data which are pertinent to TDG's Services. These aforementioned non-public documents, information, and data shall remain the property of the Client and/or of another party if required.
15. Any dispute resolution process will be governed by the procedures outlined in this Agreement. Any disputes relating to this Agreement shall be submitted to a senior representative of each Party who shall have the authority to enter into an agreement to resolve the dispute ("Representative"). The Representatives shall not have been directly involved in the performance of the Services and shall negotiate in good faith. If the Representatives are unable to resolve the dispute within three weeks or within such longer time period as the representatives may agree, the dispute may be decided by alternative forms of dispute resolution (such as neutral mediation) as mutually agreed or either Party may then pursue its respective rights in law or equity. No written or verbal representation made by either Party in the course of any discussions between the Representatives or other settlement negotiations shall be deemed to be a party admission.
16. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Arkansas.
17. If any legal proceedings should be instituted by either party to enforce the terms of this Agreement or to determine the rights of the parties hereto, each party shall pay for their own attorney's fees, expert witness fees, and costs.
18. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.
19. Client and TDG shall not be liable to each other for indirect, incidental, special, economic consequential, or punitive damages of any kind (including, but not limited to lost profits and operation costs).
20. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations

indicated in the Agreement, will survive final payment, termination or completion of the Project and/or Agreement.

21. In the event that any term or condition of this Agreement is held to be illegal, invalid, or unenforceable under the Law, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected and thereby continue in full force.
22. This Agreement represents the entire integrated agreement between TDG and Client and supersedes and replaces all of the terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, which have not been specifically incorporated by reference herein with respect to this Agreement. This Agreement may be changed, modified or altered only by written agreement of the parties.

IN WITNESS WHEREOF, the Parties hereto have made, executed and agreed to this Agreement as the day and year first above written:

TOOLE DESIGN GROUP, LLC

CITY OF BENTONVILLE

By: _____

By: _____

Name: Jennifer L. Toole

Name: _____

Title: President

Title: _____

ATTACHMENT A
CITY OF BENTONVILLE
BIKE & PEDESTRIAN MASTER PLAN

Scope of Work

13DEC18

The Toole Design Team has developed this scope of work based on conversations with City staff and our project understanding.

TASK 1 PROJECT MANAGEMENT AND QUALITY CONTROL

The Toole Design Team will prepare for and participate in a Bike and Pedestrian Master Plan kickoff meeting with City staff and others as appropriate to review the project scope, schedule, deliverables, and budget, key project assumptions, data availability, as well as clearly identify project expectations.

A Project Management Plan will be developed for the project, complete with Quality Control approach and associated procedures. As appropriate, procedures, standards, and guidelines will be provided to project staff to ensure quality control.

Toole Design will also conduct ongoing coordination with City of Bentonville staff and others as appropriate. In addition, monthly invoices and progress reports will be prepared.

Task 1 Deliverables:

- Kickoff meeting preparation and attendance.
- Project Plan with Quality Control approach and procedures.
- Monthly invoices and progress reports.

TASK 2 PUBLIC PARTICIPATION PLAN

The Toole Design Team will engage a broad cross section of the public through an extensive, meaningful, creative public participation process. A Public Participation Plan (PPP) will be drafted and refined throughout the project. The PPP will be designed and implemented to gather input and data on bicycle and pedestrian mobility, including citizen perceptions about current conditions and future needs. Additionally, when implemented the PPP will provide education as it relates to sharing the road and avoiding bicycle and/or pedestrian and vehicular conflicts.

The PPP will provide marketing avenues for the promotion of walking and biking as viable travel modes within the City of Bentonville and between Bentonville and other parts of Northwest Arkansas. While the PPP will seek to engage specific user groups, such as walkers and cyclists, it will also work to enlist the involvement of the general populace to ensure that the final Bike and Pedestrian Master Plan is embraced

TOOLE
DESIGN

|

by the community as a whole, including elected officials, rather than just being an advocacy document. The final PPP, and any associated education, encouragement, and marketing materials, will be included as an appendix to the final document.

The following specific engagement techniques will be employed:

- Development of a logo for the Plan to provide a unified and recognizable “brand” that will become well-known throughout Bentonville. The brand will be used on all project materials, promotional items, and website;
- To guide overall project and plan development, a Steering Committee will be established. The exact member of the committee will be determined in coordination with City staff but could be composed of but not limited to City of Bentonville (various departments), Walton Family Foundation, business leaders, elected officials, BikeNWA, Arkansas Department of Transportation (ArDOT), Ozark Regional Transit, and Federal Highway Administration (FHWA). Toole Design will provide facilitation of Steering Committee meetings and will be respectful of members’ time by limiting such meetings and exploring the use of online polling, webinars, and one-on-one interviews;
- Stakeholder outreach to partner agencies and departments both internal to the City of Bentonville as well as external, including major employers, public schools, residential and commercial developers, business community, Downtown Bentonville, Bentonville Convention and Visitors Bureau, Greater Bentonville Area Chamber of Commerce, Benton County, and Northwest Arkansas Community College;
- Press releases at key project milestones for distribution by City staff;
- Public open houses and community workshops at critical milestones to receive input, provide education, and present key project recommendations. A public meeting will be conducted near the beginning of the project to solicit input and provide education on the project intent. Once draft strategies and recommendations are produced, another public meeting will be conducted;
- A series of pop-up engagements at key locations to intercept the public where they are and receive input. A maximum of three (3) pop-up meetings will be held. Exact locations will be determined with City staff but could include Downtown Bentonville, the Razorback Greenway, Crystal Bridges, and/or area festivals and events. Should the City desire to conduct additional pop-up meetings, Toole Design can assemble a “meeting-in-a-box” that can be administered by City staff or other volunteers.
- Development, hosting, and maintenance of a dynamic website that serves as a continuous online “virtual open house” to disseminate all project information and materials in suitable viewable, downloadable, and printable formats. The website will have a unique and identifiable web address that corresponds to the project brand; and
- An online interactive map (i.e., WikiMap) and survey tool where users can pinpoint issues, opportunities, and challenges, including desirable or undesirable routes, destinations of interest, hazardous crossings, maintenance issues, difficult intersections, ADA concerns, and other pertinent information.

Task 2 Deliverables:

- Development of an identifiable logo/brand for the Plan.
- Preparation for and facilitation of up to four (4) Steering Committee meetings/webinars.
- Preparation of up to four (4) press releases (City will distribute).
- Preparation and facilitation of two (2) public open houses.
- Facilitation of up to three (3) pop-up meetings.
- Development, hosting, and maintenance of project website.
- Development, hosting, and analysis of online interactive WikiMap.

TASK 3 DATA COLLECTION AND ANALYSIS

Task 3.1 Base Mapping and GIS Analysis

Existing GIS data will be reviewed and analyzed. Base mapping will be produced as necessary for all planning efforts including fieldwork, network plan development, and final recommendations. Fieldwork identifying missing elements of data will be incorporated into the GIS dataset as necessary to complete the network plan.

Task 3.2 Demand Analysis

In assessing bicycle and pedestrian infrastructure needs, a significant challenge is the often overwhelming number of locations that need improvement versus the limited budgets available to address these needs. In light of this, Toole Design has developed methods to measure potential demand and to prioritize locations for additional analysis, as well as establish funding priorities once a project list has been prepared that reflects local factors and priorities. In fact, we recently developed the national best practice for prioritizing bicycle and pedestrian projects for the National Cooperative Highway Research Program (NCHRP). For the Bentonville Bike and Pedestrian Master Plan, an easy-to-use, objective tool will be developed for this purpose.

This GIS-based demand analysis will incorporate existing demographic data such as journey to work, car ownership, and employment density, in combination with the locations of bicycle/pedestrian generators such as transit stops and hubs, parks, greenways, schools, colleges, shopping centers, and others. Locational data will be assigned appropriate weights based on the amount of activity that each location would likely generate. The result of this task will be a "heat map" that shows areas with low, medium, and high demand.

Task 3.3 Existing Plans, Policies, Programs Review

In addition to assessing demand, existing plans, policies, advocacy, and education programs that have bearing on non-motorized travel will be reviewed to determine opportunities for increasing the attractiveness and safety of biking and walking in the City. Our investigation phase will include a review of existing plans, programs, and policies that may influence biking and walking.



City policies related to the design and construction of streets, bicycle and pedestrian facilities, and adjacent development will also be reviewed and analyzed with an eye for identifying conflicts that may potentially impede future bicycle and pedestrian projects or impact the safety of walkers and cyclists.

Task 3.4 Stress-Level Analysis

An important factor in assessing existing and future conditions for the bicycle network is an evaluation of bicyclists' feeling of safety and comfort when using Bentonville's bikeways and street network. In the past, this has been done by using a Bicycle LOS model (as found in the HCM), however this method has some considerable limitations. Therefore, Toole Design is proposing a different type of analysis that takes into account a wider variety of on- and off-road bicycle facility types.

We will prepare an analysis of the "stress level" of the existing and future network based on a method that was initially developed by the Mineta Transportation Institute and refined by Toole Design. For example, protected bike lanes and bicycle boulevards are examples of "low stress" facility types. The quality of the links and their ability to mitigate traffic stress (to maximize comfort to a wide range of users) are vital to the usability and ultimate success of a bicycle network. Summary maps will be produced for review by the municipalities and stakeholders.

Particular data sets will be needed for streets in the study area to properly perform the stress level analysis. It is assumed that these data sets are readily available and will be provided to Toole Design. Should data gaps exist, the City of Bentonville will be responsible for filling these gaps, or agreeing to the use of assumptions to bridge the gaps. The necessary data sets are:

- Number of lanes;
- Speed limit;
- Existing bike facility type (if any);
- Shoulder width (i.e., assumption can be made based on functional class, if needed);
- AADT;
- On-street parking (if any); and
- Signalized intersection point data.

Task 3 Deliverables:

- Base map(s).
- Demand analysis and heat map.
- Plans, policies, and programs review.
- Stress level analysis.

TASK 4 NETWORK RECOMMENDATIONS AND MAPPING

The Toole Design Team will define a preliminary network for field assessment based upon network connectivity and accessibility to destinations (e.g., employment centers, community facilities, retail and commercial areas, schools, etc.) throughout the City of Bentonville, as well as routes connecting to surrounding jurisdictions. We will also define “focus-areas” based on public and stakeholder feedback where we will conduct a more in-depth analysis of route accessibility. Our analysis will include available traffic characteristics (speed, volume), roadway geometric data (width, lanes), land use data, intersection traffic control, transit stops, stations, and vehicle operations, public and stakeholder input, locations of existing and proposed greenways/trails, and terrain.

We will evaluate the route network to define barriers and opportunities as well as general connectivity and accessibility issues throughout the study area. A team of experienced engineers and planners will assess connectivity in the entire network, as well as the focus areas, and will develop specific recommendations to improve bicycling and walking conditions while looking for opportunities to enhance network connectivity.

Task 4 Deliverables:

- Network recommendations and map(s).

TASK 5 REPORT AND SUPPORTING DOCUMENTS

Task 5.1 Plan Report

Based on the above described analysis of available data and previous plans, research, Steering Committee input, public input, review of adopted design policies, available GIS, and field evaluation, the Toole Design Team will develop a report (i.e., both draft and final versions) summarizing the planning process undertaken, a preliminary active transportation network, and applicable facility treatments. This document will include but not be limited to the following:

- Inventory of existing substandard facilities in need of improvement;
- Plan for the addition of bicycle and pedestrian facilities to provide greater mobility and connectivity;
- Development of a comprehensive and continuous active transportation network;
- Description of proposed treatments and facility types with appropriate locations for application;
- Analysis of bicycle and pedestrian related policies;
- Cut sheets graphically depicting design best practices (i.e., as compiled from previous work efforts), complete with typical plans, and cross sections as appropriate;
- Summary of the implementation of the PPP and all associated elements; and
- Implementation plan, including recommendation prioritization, phasing, cost estimates, and budget plans.

Having crafted many of today's industry accepted national standards for bicycle and pedestrian facilities, Toole Design will ensure that the Bike and Pedestrian Master Plan adheres to current guidelines as recommended by AASHTO, FHWA, NACTO, and ITE.

Task 5.2 Implementation Plan

As mentioned in the bulleted points above, the Toole Design Team will develop an Implementation Plan as part of the Final Report. The Implementation Plan will identify the parties responsible for implementing various aspects of the plan (infrastructure, policy, and program), as well as a timeframe and funding sources for implementation. The plan will outline projects over a 10-year period, identifying immediate-, short-, and long-term priorities, as well as performance measures that will be used to gauge progress in the future. This task will include a cost analysis and funding recommendations to support plan implementation.

The Toole Design Team has years of hands-on experience developing funding strategies and performance measures at the local level and is thoroughly familiar with numerous public funding sources for bicycle and pedestrian infrastructure projects, and education and awareness programs made available at the federal and state levels. Additionally, strategic steps for improving Bentonville's overall score in the PlacesForBikes City Ratings will be included.

Task 5.3 Early Action Projects

No less than three (3) pedestrian projects and three (3) bicycle projects will be identified that can be implemented immediately following adoption of the Bike and Pedestrian Master Plan. The Toole Design Team will provide one-page cut sheets for each of the early action projects to seamlessly move these projects toward implementation.

Task 5 Deliverables:

- Implementation plan.
- Early action projects cut sheets.
- Draft Plan report in PDF format.
- Final Plan report in PDF format.

**CITY OF BENTONVILLE
BIKE AND PEDESTRIAN MASTER PLAN
PRELIMINARY SCHEDULE**

	APR19	MAY19	JUN19	JUL19	AUG19	SEP19	OCT19	NOV19	DEC19	JAN20
Task 1: Project Management and Quality Control										
+ Monthly progress reports										
+ Kick-off meeting										
+ Quality control										
Task 2: Public Participation Plan										
Public Participation Plan										
+ Project logo										
+ Steering Committee meetings/webinars										
+ Stakeholder outreach										
+ Public meetings										
+ Pop-up engagements										
+ Online virtual open house										
+ WikiMap/survey										
Task 3: Data Collection and Analysis										
+ Basemapping and GIS Analysis										
+ Demand Analysis										
+ Existing Plans, Policies, Programs Review										
+ Stress Level Analysis										
Task 4: Network Recommendations and Mapping										
+ Recommendations and Mapping										
Task 5: Report and Supporting Documents										
+ Implementation Plan										
+ Early Action Projects										
+ Draft Final Report										
+ Final Report										

****Schedule assumes an NTP of April 1, 2019**

ATTACHMENT B
TOOLE DESIGN GROUP
City of Bentonville Bike and Pedestrian Master Plan
LUMP SUM COST PROPOSAL

Task 1: Project Management and Quality Control	\$19,900.00
Task 2: Public Participation Plan	\$47,500.00
Task 3: Data Collection and Analysis	\$19,100.00
Task 4: Network Recommendations and Mapping	\$18,000.00
Task 5: Report and Supporting Documents	\$40,400.00
TOTAL LUMP SUM COST	\$144,900.00

Notes:

- * Lump sum cost is inclusive of labor, overhead, profit, and expenses
- * Tasks will be invoiced monthly on a percentage complete basis



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
TOOLE DESIGN GROUP FOR AN UPDATE TO THE BIKE
AND PEDESTRIAN MASTER PLAN FOR THE CITY OF
BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Toole Design Group for an update to the Bike and Pedestrian Master Plan for the City of Bentonville, Arkansas as set forth in the agreement attached hereto as Exhibit "A".

Section 2: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
	Bid Award	Bid #
x	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of budget adjustment, in the amount of \$175,000.00, to recognize a grant from the Walton Family Foundation for the update of the Bike Pedestrian Master Plan.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Date of Request: March 15, 2019

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
0105030-43210	Professional Services		\$ 145,000.00	\$ (145,000.00)
0105030-45810	Travel and Training		\$ 30,000.00	\$ (30,000.00)
0105030-33810	Local Grant	\$ 175,000.00		\$ 175,000.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 175,000.00	\$ 175,000.00	\$ -

Justification:

Budget adjustment recognizes the revenue from the Walton Family Foundation grant and allocates funding for Bike Ped Master Plan

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other_____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: March 8, 2017
Re: City Council approval of a budget adjustment recognizing a grant from the Walton Family Foundation for \$175,000 for a full update of the City's Bicycle and Pedestrian Master Plan.

Parks and Recreation is seeking City Council's approval of a budget adjustment for \$175,000 for the full update of the Bike and Pedestrian Master Plan.

As stated in the earlier agenda item, the Play Bentonville Plan emphasized the need for an updated Bike and Pedestrian Master Plan. When we were prepared to start the process for this update, several City Officials approached the Walton Family Foundation regarding a partnership for this project. The Walton Family Foundation invited staff to apply and awarded a grant in the full amount of the project.

In addition to the Bike and Pedestrian Master Plan, the grant provides funding for the City to send three (3) officials to join other delegates from Northwest Arkansas at the CityBuilders Symposium hosted by People For Bikes. Delegates will come from the (4) major NWA cities. The International Symposium is in the Netherlands. Delegates will have an in-depth study of community infrastructure in a region known for its cycling accessibility and transit-oriented development. Those attending will also learn best practices of planning infrastructure for cycling and alternative means of transportation. Mayor Orman will select the most appropriate team members to attend.

If you have any questions regarding this item, please call me at 479.464.7275 or email dwright@bentonvillear.com.

Attachments:

Agreement with Walton Family Foundation
CityBuilders Symposium Schedule (2018)

WALTON FAMILY
FOUNDATION

March 5, 2019

Stephanie Orman
City of Bentonville
117 West Central Avenue
Bentonville, AR, 72712

RE: Grant 2019-27

Dear Mayor Orman,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to \$175,000.00 to develop an updated Bicycle and Pedestrian Master Plan that sets clear goals and priorities for achieving a complete network in proximity to places people live, work and play, and to fund travel for up to three city officials for the 2019 CityBuilders Symposium study tour. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Kyle J. Peterson
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006



Grant Agreement

March 5, 2019

Grant 2019-27

The Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of up to \$175,000.00 to the City of Bentonville ("Grantee"). The project term will be March 4, 2019 to January 4, 2020. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to develop an updated Bicycle and Pedestrian Master Plan that sets clear goals and priorities for achieving a complete network in proximity to places people live, work and play and to fund travel for up to three city officials for the 2019 CityBuilders Symposium study tour. This grant is more fully described in Grantee's proposal dated January 24, 2019. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up To One Hundred Seventy-Five Thousand Dollars (\$175,000.00).**

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$145,000.00	Upon completion of a signed grant agreement
#2	Up to \$30,000.00	4/4/2019

3. **Payable:** Initial installment of \$145,000.00 shall be payable upon receipt of a copy of this letter from Grantee acknowledging the terms and conditions set forth herein.

Second installment of up to \$30,000.00 shall be contingent upon the Foundation's receipt of confirmation by the grantee of the number of participants in the study tour, and a documented accounting of estimated travel and registration costs. All installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather.

For the second installment, all documentation must be submitted by May 15, 2019 to be eligible for payment.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of

progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
8/4/2019	Update
1/4/2020	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant #2019-27 on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Without waiving immunity pursuant to law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant #2019-27 in your communication.

By electronically signing this letter the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by April 5, 2019 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Walton Family Foundation, Inc.,

By: _____
Kyle J. Peterson (Date)
Executive Director

City of Bentonville

By: _____
Stephanie Orman (Date)
City of Bentonville

**Appendix A: City of Bentonville
Bentonville Bicycle and Pedestrian Master Plan**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: Bentonville Bicycle and Pedestrian Master Plan		
Outputs		
The City of Bentonville will contract with a highly qualified planning firm with experience in master planning bicycle and pedestrian networks.	05/01/2019	Signed contract with consultant
A steering committee consisting of the consulting firm, a minimum of three key city department managers (including Transportation, Planning and Parks and Recreation), and at least 1 representative each from City Council and the Parks Board, civic leaders and key stakeholders will be named to lead the planning process.	05/01/2019	Names and Capacities of steering committee will be recorded in the project records.
The grantee will complete baseline research and engagement for the master plan with a minimum of five (5) public meetings (including pop up meetings on the trails) and distribute a statistically controlled public survey to a minimum of 1,500 citizens related to the desired outcome of the master plan, with a target minimum response rate of 30%.	10/31/2019	Program records to include dates/attendance at meetings and summary of survey results
The City, with assistance from the contracted consultant, will complete the Bentonville Bike and Pedestrian Master Plan to include a list of projects, priorities and potential funding strategies determined by the citizens of Bentonville that will enhance the quality of the cycling and pedestrian network. This list of projects will be included in a prioritized matrix that will guide city officials when determining future projects.	12/31/2019	Completed document approved by the Parks and Recreation Advisory Board and adopted by the Bentonville City Council.
At least three city representatives will participate in the 2019 PeopleforBikes CityBuilders Symposium, along with a NWA delegation hosted by the Northwest Arkansas Regional Planning Commission.	12/31/2019	Confirmation of attendance and summary report of action items resulting from study tour
Outcomes		

The 2019 Bike & Pedestrian Plan will be approved by the Parks and Recreation Board and Planning Commission as a future-planning document for the City.	12/31/2019	Confirmation of approvals from each meeting
The City will commit to utilizing the adopted 2019 Bike & Pedestrian Plan as a reference guide to develop future updates to the City's Transportation and Streets Plan, when incorporating on / off street facilities, crossings and intersection designs.	12/31/2019	Written confirmation from Transportation director

CITYBUILDERS SYMPOSIUM



peopleforbikes

BIKES AS A TOOL FOR BETTER CITIES

The Netherlands
June 4-8, 2018

DRAFT AGENDA

Monday, June 4 Location: Utrecht	• AM: Arrive in Amsterdam PeopleForBikes staff will meet arriving delegates at Amsterdam's Schiphol Airport. We'll travel by train together to our hotel in Utrecht, about a 20 minute trip. • 15:00 Welcome Reception and Program Overview After a long trip across the Atlantic, we'll meet each other in person at the historic Hotel Karel V in Utrecht. With coffee and snacks, the PeopleForBikes team will provide a lively preview of the week ahead. <i>Location: Unico Van Wassenauer Room, Hotel Karel V, (walking map)</i> • 16:30 Welcome to World Class Bike Ride □ We'll shake off the jet lag and split into small groups for a very short and casual ride to get familiar with Dutch traffic basics and see a bit of Utrecht, and begin the week-long conversation about how to make our streets and cities better. We'll pay special attention to the three building blocks of Dutch bicycle infrastructure: protected bike lanes, quiet neighborhood streets, and off-street paths. <i>Ride leaders: PeopleForBikes staff</i> <i>Group Red ➤: Wendy Mayo and Alex Logemann</i> <i>Group Blue ➤: Michael Andersen and Erik Esborg</i> <i>Group Green ➤: Kyle Wagenschutz and Aisling O'Suilleabhain</i> <i>Group Yellow ➤: Zach Vanderkooy</i> • 18:30 Dinner <i>Location: Unico Van Wassenauer Room, Hotel Karel V</i> Ride Challenge Scale ☐ Short, easy ride (less than 5 km) ☐ Moderate distance and/or moderate intensity (5 km - 10 km) ☐ Longer distance and/or greater intensity (more than 10 km)
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Tuesday,
June 5

Location:
Utrecht and
nearby
Suburbs

• 7:35 Breakfast

• 8:35 Meet at Bikes [Optional: or meet us at the morning plenary]

You have a choice: [make your way to Winkel van Sinkel](#) on your own for the morning plenary or meet at 8:35 at the bikes to roll over together en masse. It's a ~8 minute ride/walk through central Utrecht, but allow plenty of time to park your bike and get a coffee for a 9 am start. Even though it's an easily walkable distance, bring your bike! Groups will leave for bike tours directly from Winkel van Sinkel after lunch. Please be prepared for a full day out. Don't forget rain gear!

• 9:00 Plenary: Governing the Dutch City 101

An introduction to how things get done in Dutch cities, from politics and economics to design and education. Speakers will address the fundamentals of city structure/organization, leadership, taxation, funding and transportation project delivery. Additionally, we'll begin to understand the social, historical and cultural context around the role of cycling in the Netherlands, with an eye toward translating the best concepts to American cities.

Speakers: Saskia Kluit, Executive Director, Dutch Cyclists' Union and Mark Wagenbuur, Filmmaker, (BicycleDutch.com), and Dutch Cycling Embassy Ambassador
Location: Winkel van Sinkel, Tuinzaal (1st Fl), Oudegracht 158

• 11:30 - 12:30 Lunch

Location: Winkel van Sinkel, Anton's Bar, Oudegracht 158

• 12:30 - 15:00 Concurrent Field Sessions (by bike)

In order to take advantage of the depth of speakers and content in Utrecht, we'll divide into three groups for the afternoon to examine different aspects of the city on our bikes. We need to divide into balanced group sizes for safety and efficiency, so please respect the session assignment you received. We'll reconvene after the sessions to compare notes and share highlights.

1. Street Transformation Case Studies: Utrecht □ □ >

Integrating the old and the new is a hallmark of Dutch design. We'll explore recent street and public space redesign projects in Utrecht for an in-depth view of the implementation process how the changes were made. At the center is the Utrecht Central Station redevelopment project, a massive, politically complex re-making of Utrecht's urban core with placemaking, urban design and transportation considerations serving Holland's busiest train station. We'll get the inside story of the ups and downs of project delivery with the planners and stakeholders.

Hosts: Frans Jan van Rossem, City of Utrecht and Mark Wagenbuur, BicycleDutch.com
PFB Lead: Alex Logemann

2. The Dutch Approach to Traffic Safety □ >

The Netherlands has one of the most enviable safety records on the planet when it comes to transportation for all modes, but it wasn't always this way. This session is a must for those working on Vision Zero programs (or just considering it) or for those wanting a deeper understanding of the data-driven, infrastructure-focused Dutch 'Sustainable Safety' approach. Expect insights into policy, data, and design, with site visits in Utrecht showcasing design evolutions influenced by safety discussions.

Host: Lennart Nout, Mobycon
PFB Lead: Kyle Wagenshutz

3. Masterplanning the Suburbs: Visit to Houten □ □ □ >

Departs at 12:10!

5 miles outside of Utrecht lies Houten, a compact suburban community renowned for its

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cycling accessibility and transit-oriented development. The community was masterplanned with a bold vision to restrict car use to longer distances and maximize cycling and walking conditions. It's an extreme reversal of typical transportation hierarchies (even by Dutch standards!) It's a thought-provoking model of a planning concept executed fully with minimal compromises, and a model for how cycling can thrive in lower density and less land-use intensive environments. We'll get an insider's perspective on the history and development of the community.

Speaker: André Botermans, Urban Planner, International Bicycle Ambassador, City of Houten

Location: City of Houten, Onderdoor 25

PFB Lead: Zach Vanderkooy

- **15:00 - 15:30 Groups Return to Hotel Karel V**

- **16:10 Walk to Oudaen**

- **16:30 Group Debrief**

We'll regroup over snacks and drinks to compare notes, absorb the best ideas from the day, and strategize on how to bring the best elements of what we've seen back home.

Location: Brouwerij (Brewery) Lower Level, Stadskaatsel Oudaen, Oudegracht 99, 3511 AE Utrecht

- **18:00 Dinner**

Location: Couwenhovazaal, 2nd Fl, Stadskaatsel Oudaen, Oudegracht 99, 3511 AE Utrecht

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Wednesday,
June 6

Locations:
Rotterdam
and s'
Hertogenbosch

• 7:00 Breakfast

• 7:45 - 8:30 Check out of Hotel Karel V

Please check out of your room completely and bring your luggage to the lobby. It will be transferred for us to our hotel in Amsterdam, where we will meet it in the evening. Bring your day pack ready for a full day out.

• 8:00 - 8:45 Buses depart for day trips

Concurrent Day Trips: Rotterdam or s' Hertogenbosch

We'll split into two groups for an all day outing to two different Dutch cities. Half of the group will make the journey to s' Hertogenbosch, an ultra-charming medieval city in the southern part of the Netherlands that is balancing its historic urban fabric with modern needs for public space and mobility. The other group will visit Rotterdam, the Netherlands' most modern and second largest city, and historically one of the busiest ports in Europe. Both visits will focus on the challenges of retrofitting cities for evolving mobility needs.

After a full day out for each group, we'll check into a new hotel, receive new rental bikes, and reconvene for dinner in Amsterdam.

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Track 1: s' Hertogenbosch (aka Den Bosch) ☐ ☐ ➤

• 8:45 Bus Departs Hotel Karel V

Please be ready to depart at 8:45 for a full day out in any weather.

PFB Staff Leads: Zach Vanderkooy, Michael Andersen, Wendy Mayo

• 9:45 Arrive in s' Hertogenbosch

Mark Wagenbuur will meet the group at the drop-off point a lead us on the 5-minute walk to City Hall.

Hosts: Mark Wagenbuur, Dutch Cycling Embassy and George Liu

Bus Drop-off/pick-up Location: Sint Janssingel near no. 48

• 10:00 Quality Placemaking Meets Transportation

's-Hertogenbosch (colloquially known as Den Bosch) is a city of 150,000. It is known for its compact core, innovative land use and transportation planning, historic charm, and thriving public spaces. A beloved city by locals and visitors, it is challenged with maintaining its quaint character while balancing community interests with growth and new demands on limited space. We'll meet with city staff and elected leaders to discuss the politics, economics, and engagement strategies around transportation while building (and maintaining) a strong sense of place.

Speakers: Arnold Bongers, Mobility Planner, City of 's-Hertogenbosch and Jan Hoskam, Deputy Mayor (serving many leadership roles including Finance, Traffic and Transport, Economic Affairs, Tourism, Sustainability, and Waste Management)

Location: City Hall, Markt 1, 5211 EL 's-Hertogenbosch

• 12:00 Walk to lunch

• 12:05 Lunch

Location: Lunch & Dinercafé van Puffelen, Molenstraat 4-6, 5211 DR 's-Hertogenbosch.

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- **13:00 Bicycle Tour of Den Bosch**

We'll explore the city by bike, with several stops at key sites.

[Ride Route Preview](#)

*Location: Kemps Bike Totaal. (right around the corner from lunch location)
Korenbrugstraat 10, 5211 EG 's-Hertogenbosch*

Ride Leaders: Mark Wagenbuur and George Liu

- **15:00 Depart s' Hertogenbosch**

Bus pick-up will be at the same location as drop-off in the morning.

Bus Drop-off/pick-up Location: Sint Janssingel near no. 48

Track 2: Rotterdam ☐ ☐ ☒ >

- **8:00 Bus Departs Hotel Karel V**

Please be ready to depart at 8:00 for a full day out in any weather.

PFB Staff Leads: Kyle Wagenschutz, Erik Esborg, Alex Logemann

- **9:15 Arrive in Rotterdam**

Host: Bart Christaens, City of Rotterdam

Bus Drop-off/pick-up Location: Stationsplein 45, unit D7.126 (7th floor), 3013 AK Rotterdam

- **9:30 Retrofitting the Modern City, American-style**

Rotterdam is Holland's second largest city, and historically one of the busiest ports in Europe. The city was decimated by German bombs in World War II, and Rotterdam was rebuilt in the post-war modern style. Renowned for its innovative architecture and bold design of public spaces, the city has a reputation for inspiring big thoughts about urban design. Bicycle use is modest by Dutch standards, but Rotterdam offers many applicable lessons for U.S. cities in retrofitting the city for multi-modalism. We'll start with a short tour of the newly finished (and impressive) Central Station, and then continue on to the City Offices. We'll discuss what makes good public space *good* with Rotterdam's planners and designers, and how bikes and transit integrated can help activate stagnant environments and generate social and economic value in a community.

Hosts: Kristiaan Leurs, Bart Christaens, and Warner Beumer City of Rotterdam

Location: APPM Building, Stationsplein 45, unit D7.126 (7th floor)

- **12:15 Lunch**

- **13:00 Rotterdam Bike Tour**

- **15:15 Depart Rotterdam**

Bus pick-up will be at the same location as drop-off in the morning.

Bus Drop-off/pick-up Location: Stationsplein 45, unit D7.126 (7th floor), 3013 AK Rotterdam

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- **~16:30 Both Groups Arrive in Amsterdam**

Travel to and check in to The Tire Station Hotel, near Vondelpark. We'll pick up bikes, have a rest, and reconvene for dinner.

- **18:00 Dinner**

Location: Restaurant Moer, Amstelveenseweg 7 (Adjacent to Tire Station Hotel)

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Thursday,
June 7

Location:
Amsterdam

• 7:30 Breakfast

• 8:30 Meet at Bikes

We'll depart for the University of Amsterdam on bikes in waves. Be prepared for a full day out in Amsterdam.

• 9:30 Plenary: How Amsterdam got to be Amsterdam

With the help of two internationally renowned urban thinkers, we'll dive deep into the physical, social and political transformations of cities, using Amsterdam's rich urban history as the backdrop. We'll hear from a leading researcher and scholar on the public engagement process and politics of change management, as well as Amsterdam's head of urban design and landscape architecture on recent street and public space transformations underway in the city. The big question: How do professionals cultivate/support/drive the changes we want to see?

Speakers: Ruwan Abuhare, Head of Urban Design/Landscape Architecture, City of Amsterdam and Marco te Bommelstroet, Professor and Academic Director of the Urban Cycling Institute, University of Amsterdam

Location: University of Amsterdam, M Building, Room 0.02, Plantage Muidergrecht 12

• 11:30 Box Lunch

Location: University of Amsterdam, M Building, Room 0.02, Plantage Muidergrecht 12 (or outside if weather permits)

• 12:15 Concurrent Bike tours of Amsterdam

We'll split into small groups of 8-10 for concurrent sessions in Amsterdam. All groups will depart from the University of Amsterdam by bike. Groups will be selected in advance by pre-trip survey. All tours will end at the Tire Station Hotel.

1. The Onion Tour: Amsterdam's Layered Urban History □ □ >

The "Bicycle Professor" Marco te Bommelstroet will peel back the layers of Amsterdam's urban development over the ages, starting in the bustling medieval historic center, where about 70% of all trips are by bike. You'll ride through the pre-WW2 areas and finally the post-war suburbs, where bicycle use is the lowest despite investments in high-quality infrastructure. Marco will explain the developments and idiosyncrasies of Amsterdam's mobility trends, seen through the history of planning ideologies realized in Amsterdam's built environment.

Ride Leader: Marco te Bommelstroet, University of Amsterdam

PFB Lead: Alex Logemann

2. The Tape Measure Tour: Intersections and Design Deep Dive □ □ >

For those looking for a deeper level of detail on the design, maintenance, and operations practices of Amsterdam's multi-modal infrastructure. We'll visit several recently redesigned sites for a detailed look at signals and signage, materials, and geometric roadway designs. We'll also discuss data collection and user observation techniques for a window into how Amsterdam's engineers balance multiple priorities for safe and effective intersections. You don't have to be an engineer to join this tour, but you'll enjoy it if you appreciate the how details of the built environment guide behavior.

Ride Leader: Kees Vernooij, City of Amsterdam

PFB Lead: Michael Andersen

3. Mobility as an Anti-Poverty Tool □ □ □ >

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Zuidoost (Southeast) is one of Amsterdam's most diverse and economically stratified neighborhoods, home to many recent immigrants from the Middle East and Africa. We'll ride 4 miles to this outer neighborhood to meet with community development experts and city leaders who offer bicycle training courses to migrant and refugee women as part of a strategy to increase access to work opportunities for underserved populations. We'll talk about the challenges and strategies that transportation offers for improving access and equity in the Dutch context, with an eye toward applicable lessons for the U.S.

Watch the teaser for '[Mama Agatha](#),' a short film about immigrant cycling courses in Zuidoost, featuring one of our hosts for the day!

Host: Angela van der Kloof, Mobycon

PFB Lead: Kyle Wagenschutz

4. Life Between the Buildings: The Dam Square □ ➤

The Dam Square is in the heart of Amsterdam. It's a historic nexus for commerce and culture. It's also a main artery for cyclists, pedestrians, delivery trucks, and a vibrant destination for both tourists and locals due to its unique character, history, and retail mix. We'll walk the area with Evelien van Damme, the Street Manager for The Dam. She'll tell us about her unique role that mediates the complex and competing needs of local businesses, visitors, residents in a complex multi-modal transportation environment. We'll study the culture of change and the evolving challenges of economic development and making a street a place to be, not just a space to move through.

Host: Evelien van Damme, Street Manager, Dam Square

Location: Paleisstraat 1

PFB Lead: Zach Vanderkooy

• 17:30 City Delegation Dinners/Debrief

Each city delegation will go out to dinner as a group. Use the time to share your observations with colleagues from your city, and plan for our final debrief/strategy session where we'll apply Dutch inspiration to strategies for better cities back home.

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Friday,
June 8

Location:
Amsterdam

• 7:30 Breakfast

• 8:35-9:05 Optional Morning Rides Meet at Bikes

• Morning Bicycle Exploration in Amsterdam [Optional]

We'll split into small groups to explore some of the lesser-known marvels of Amsterdam. No sign-up required. We'll stretch the legs, get some fresh air, and see something inspiring before our final debrief session. These informal, bike-focused tours will maximize riding time and are completely optional; no worries if you prefer to explore the city at your own pace or catch up on sleep instead! If you don't join a morning ride, either [meet us at Atelier the Vijzel at 10:30 on your own](#) (take tram 1 toward Amsterdam Centraal, or ride your bike), or meet at 10:00 at the bikes for a guided ride to the final session.

1. The Nescio Bridge and Eastern Docklands □□□+ ➤

Departs at 8:05!

Completed in 2006 at a cost of nearly €18 million, the single-cable Nescio suspension bridge spans 536 ft over the Amsterdam Rhine Canal, making it one of the most spectacular, beautiful, and expensive pieces of bicycle-specific infrastructure in the Netherlands. It connects Amsterdam to the new development of IJburg (itself built on land recently reclaimed from the sea). If you love big, bold engineering, modern architecture, and riding your bike, you'll have fun. The ride will cover approximately 15 miles on a potentially windy route, so expect a slightly quicker pace and a bigger cycling challenge than you've experienced so far.

Ride Leaders: Alex Logeman and Zach Vanderkooy, PeopleForBikes

2. Dutch Architectural Design □ ➤

Departs at 9:05!

June is Amsterdam Architecture Month, and we'll help kick off the celebration with a private tour of the Amsterdam Architecture Center. A brief introduction to the city's fascinating architectural and urban development history will be followed by perusal of the Center's current exhibits. For architecture buffs, you'll leave with a new appreciation for Dutch design and a wish list of buildings to see before you go home.

Speaker: Mark Peperkamp, ARCAM

Location: Amsterdam Architecture Center (ARCAM), Prins Hendrikkade 600

Ride Leaders: Michael Andersen and Wendy Mayo, PeopleForBikes

3. Amsterdam's Urban Forest □ ➤

Departs at 8:45!

Covering nearly 2500 acres (three times the size of New York's Central Park), Amsterdam's forest park (Amsterdamse Bos) is an oasis of green and calm in a vibrant, dense city. And it's entirely man-made. It's proximity is impressive; access to expansive parks and nature was a core tenet of Amsterdam's 20th century planning philosophy. We'll take a break from the asphalt and brick with a ride through the forest.

Ride Leaders: Kyle Wagenschutz and Erik Esborg, PeopleForBikes

• 10:00 Guided ride to Plenary

If you're passing on the morning rides, a guided ride will be available to the final plenary.

Ride Leader: Ailsing O'Suilleabhain

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	10:30 Plenary: Bringing it all Back Home Our time in Holland is nearly over. We'll devote some time to absorbing and synthesizing the information from the previous week. We'll strategize, commiserate and ideate as a group on how to advance our plans to make our cities safer and more effective back home. We'll review the most important ideas from the week as we figure out how to 'translate' the best ideas of the week to America's unique streets and neighborhoods. Expect to leave this session inspired and with clear, achievable next steps. Working lunch. <i>Location: Atelier de Vijzel, Vijzelstraat 77-III</i> <i>Facilitator: Kyle Wagenschutz</i> 16:30 Walk to Dock for Dinner We'll lead a walk to the boat dock for dinner through the Vondelpark. You can return your bike keys at this point, or keep them until later in the evening if you plan to ride after dinner. 17:00 Farewell Dinner BBQ Cruise We'll board a boat, cruise Amsterdam's canals, and toast a great week with a final celebratory dinner! <i>Dock Location: Next to the Hotel American, Leidsekade 97, 1017 PN Amsterdam</i>
Saturday, June 9	Delegates return home or continue with personal travel



CHECK ALL THAT APPLY		
	Bid Award	Bid #
x	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Staff seeks City Council approval of a budget adjustment for \$10,520.00. The request includes moving funding from Operational Expenses into Capital to allow for the purchase of a custodial walk behind floor scrubber for the Bentonville Community Center. There are no additional funds being requested for this item.

COST TO CITY:

Cost of this Request:	
Additional Budget Amount	

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	-
Remaining After Adjustment	\$ -

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Crant Osborne, Parks Operations Manager
Date: March 15, 2019
Re: City Council approval of a budget adjustment from minor equipment to capital for the purchase of a floor scrubber for the Bentonville Community Center

Parks and Recreation Staff is requesting City Council's approval to move \$10,520 from minor equipment to capital for the purchase of one (1) industrial grade floor scrubber. The floor scrubber will be used to clean the floors at the Bentonville Community Center.

Parks and Recreation budgeted funds for this piece of equipment in the operational budget, specifically in the minor equipment line item. Because of the price of the item, it should have been in the capital budget. We are asking to move these dollars from minor equipment to capital to be able to purchase this piece of equipment.

This request does not require additional funds only moving from one budget line item to another.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email cosborne@bentonvillear.com.



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Wastewater Treatment Staff requests Council and Mayor Orman award Bid #IFB19-16 for installation of eight (8) Lakeside aeration rotors to Crossland Heavy Contractors for an amount not to exceed \$101,000.00.

COST TO CITY:

Cost of this Request: \$101,000

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	1,500,000
Funds Expended to Date		
Remaining Budget		1,500,000
Budget Adjustment		-
Remaining After Adjustment	\$	1,500,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: March 26, 2019
Re: Rotor installation

Wastewater Treatment Staff requests Council and Mayor Orman award Bid # IFB-19-16 to Crossland Heavy in an amount not to exceed \$101,000.00 for installation of eight aeration rotors. Bid tabulation and bids are attached.

Thank you.



BID TABULATION:
WASTERWATER OXIDATION BASINS ROTOR REMOVAL AND INSTALLATION
IFB-19-16
BID OPENING:
March 12, 2019
10:00 A.M

BIDDER NAME	ADDENDA # 1,#2,#3	TOTAL BID PRICE
SEVEN VALLEYS	YES	\$ 237,000.00
CROSSLAND HEAVY CONTRACTORS	YES	\$ 101,000.00

CITY OF BENTONVILLE, ARKANSAS

Notice to Bidders
WASTEWATER OXIDATION BASINS ROTOR REMOVAL AND
INSTALLATION

IFB-19-16

The City of Bentonville is accepting formal bids from qualified businesses or individuals for the removal and disposal of current aeration equipment (consisting of eight (8) rotors and covers), and the installation of eight (8) Lakeside Dual Magna Rotor Assemblies provided by the City in two (2) oxidation ditches at the City of Bentonville Wastewater Treatment Plant. There will be a mandatory Pre-Bid meeting held on February 28, 2019 at 10:00 A.M. at the Bentonville Wastewater Treatment Plant located at 1901 NE "A", Bentonville, AR 72712. Interested parties may ask questions or obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 10:00 A.M., Tuesday, March 12, 2019, at the Purchasing Office on the first floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submittals will not be accepted.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID
IFB-19-16

Date of Issuance: **February 17, 2019**

Bid Number: **IFB-19-16**

MANDATORY PRE-BID MEETING ON FEBRUARY 28, 2019 AT 10:00 A.M (DETAILS BELOW)

Bid Opening Date: **March 12, 2019**

Bid Opening Time **10:00 A.M.**

Questions regarding this bid should be directed to the Purchasing Department at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., March 5, 2019.

Mandatory Pre-Bid Meeting Address: 1901 NE A ST., BENTONVILLE, AR 72712 (WASTEWATER FACILITY)

During the Pre-Bid meeting Bidders will have an opportunity to visit and inspect the site prior to submitting a bid. Bidders will be permitted to examine site conditions, work area accessibility and other circumstances that may affect the cost of performing the work described herein.

Mandatory Pre-Bid Meeting Date and Time: February 28, 2019 at 10:00 A.M.

All bids received from entities which did not attend the Mandatory Pre-Bid Meeting will be rejected.

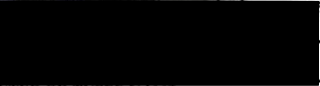
All bids must be received by the Purchasing Department prior to **10:00 A.M., March 12, 2019** in a sealed envelope, clearly marked on the outside with **BID # IFB-19-16**. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Department, 117 West Central Ave Bentonville, AR 72712.

Pre-bid meeting for this Invitation will not be held at the Purchasing Office, please review pre-bid information above

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM: <u>Crossland Heavy Contractors, Inc.</u>		PHONE NUMBER: <u>660-429-1410</u>	FAX NUMBER: <u>660-429-2977</u>
BUSINESS SIGNATURE: 	CITY: <u>Columbus</u>	STATE: <u>KS</u>	ZIP: <u>66725</u>
PRINTED OR TYPED NAME: <u>Mark Sell</u>		DATE: <u>3-12-19</u>	TITLE: <u>President</u>

ARKANSAS SALES OR USE TAX NUMBER: 48-113853

STATE CONTRACTORS LICENSE NUMBER: 0067301119

INTENT

The intent of this Invitation for Bid (IFB) is for the removal of existing aeration equipment and the installation of eight (8) Lakeside Dual Magna Rotor Assemblies in two (2) oxidation ditches for the Bentonville Wastewater Treatment Plant. The awarded bidder will be required to sign a binding contract.

CITY PROVIDED COMPONENTS

The City of Bentonville shall furnish eight (8) Lakeside Dual Magna Rotor Assemblies measuring thirty four feet (34') in length; sixteen (16) Type E fiberglass rotor covers measuring seventeen feet (17') in length; eight (8) 60HP (horsepower) with reduction gear boxes; thirty-two (32) bearings, all purchased by the City of Bentonville and furnished for installation.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.
- Proof that bidder has the required insurance, as stated herein in the 'INSURANCE' section of this IFB document.
- 5% Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Proof of ability to obtain the insurance, as required and described herein.

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

BID GUARANTEE

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five percent (5%) of the Total Bid Price** payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected.

PERFORMANCE AND PAYMENT BONDS

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

BONDS – GENERAL

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

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

BONDS - GENERAL CONT..

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

WARRANTY

The awarded bidder shall guarantee that the work, as described herein and inclusive of all labor, workmanship and materials, except that which is provided by the City, shall be free from any defects in workmanship or functionality for a period of not less than one (1) year from the date the City issues a Notice of Completion.

INSURANCE

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

- 1) claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- 2) claims for damages because of bodily injury, occupational sickness or disease, or death of the awarded bidder's employees;
- 3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the awarded bidder's employees;
- 4) claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by the awarded bidder, or
 - b. by any other person for any reason;
- 5) claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$2,000,000.00 – Each Accident
- 2) Comprehensive or Commercial General Liability: \$2,000,000.00 – Each Occurrence
- 3) Comprehensive Automobile Liability
Combined Single Limit:
 - a. Bodily Injury and Property Damage: \$2,000,000.00
- 4) Pollution Liability Insurance: \$1,000,000.00 – Each Occurrence

CONTRACT TERM:

The awarded bidder will receive a single purchase order for the services listed herein from the City of Bentonville.

SCOPE OF WORK

The awarded bidder shall be responsible for the removal and disposal of current aeration equipment, consisting of eight (8) rotors and the installation and proper startup of all mechanical and electrical components of eight (8) Lakeside Dual Magna Rotor Assemblies measuring thirty-four feet (34') in length; sixteen (16) Type E fiberglass rotor covers measuring seventeen feet (17') in length; eight (8) 60HP motors with reduction gear boxes and thirty-two (32) bearings.

The awarded bidder shall be responsible for:

- a. Scheduled availability of heavy equipment needed throughout the scope of the project.
- b. Supplying and maintaining portable restroom facilities for their construction crews throughout the scope of the project.
- c. Daily cleanup and organization of the work area(s), including but not limited to dumpsters.
- d. The timely removal and disposal of all components of the existing rotors.
- e. Leveling and re-seeding of any grass or vegetation areas affected by the construction equipment, stored machinery, dumpsters, portable restrooms, or any other items that disturb the soil or kill green growth.

SCHEDULING

Due to the critical nature of aeration to the wastewater treatment process, the Wastewater Operations Management and the awarded bidder will facilitate a removal and installation schedule for optimum efficiency as well as water treatment capability.

After commencement of the rotor installation, removal and installation shall be continuous from Monday through Friday or Monday through Saturday until the work is complete. Shift schedules may be for eight (8) to ten (10) hours. Inclement weather may cause exceptions to this schedule, however the City shall have the final determination in any scheduling changes.

The Wastewater Operation Supervisor or his designated standby will be in direct control of the sequence of rotor replacement, to meet all effluent permit parameters during rotor installation.

DELIVERY

The City of Bentonville Wastewater Department requests that the work, as described herein, begin on approximately August 15, 2019. If this schedule cannot be met, bidder must specify the date that bidder is available to begin work. Failure to state a date available to begin work obligates the bidder to begin services within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Date Available to Begin Services: _____

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the facility premises or on the Town Branch Creek side of the work area.

CITY'S RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request additional information or references from the apparent low bidder if it is deemed to be in the City's best interest.

INVOICING

Bidder shall provide monthly progress invoices to the City at the remittance address below:

City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices are paid within fourteen (14) days of receipt. Failure to submit an invoice to the address above may cause a delay in payment.

PAYMENT TERMS

Net 30 days



Other: _____

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



Yes ☐ No

Contractor/Vendor Disclosure

Company Name: Crossland Heavy Contractors, Inc.

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

Immediate Relation includes:

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

NONE

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

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

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

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

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

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

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply.

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

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be

executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.

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

SPECIFICATIONS

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

Specification	Indicate if "AS SPECIFIED" by placing an "X" in this column.
The awarded bidder shall follow all federal, state and local safety regulations.	X
The awarded bidder has and maintains all required state, local and industry standard licensing and certifications as required for the Scope of Work described herein.	X
The awarded bidder and crew will meet with the City's Wastewater Operations Supervisor, prior to the work beginning, to review any staging and plant safety issues.	X
The awarded bidder shall remove any equipment with oil or hydraulic leaks and immediately clean any fluid spills as per all applicable laws and regulations.	X
Garbage receptacles and dumpsters, as provided by the awarded bidder, are to be emptied regularly.	X
Bidder understands that the Scope of Work includes the installation of City provided property and that the awarded bidder shall be held liable for all damage that occurs to any City owned property, including but not limited to the property provided for the Scope of Work herein.	X

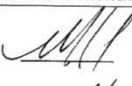
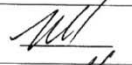
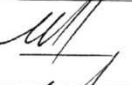
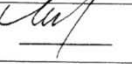
Detail Notes

(Optional): _____

BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

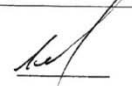
Bidders are required to verify that the following required documents and bonds have been included with their bid submission or will be furnished when due:

Bid Submittal Documents: Documents and bonds required for a complete bid submission.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed.	
Proof of insurance, as defined herein.	
5% Bid Guarantee, as specified herein.	
Proof of bidder's ability to obtain the required insurance, as described herein.	
Inclusion of all Addenda, when applicable.	

ADDENDA 1-3

Upon Contract Execution: Bidder's verification of understanding that the following bonds are due upon signing of the binding contract.

Description	Bidder's Initials
Payment Bond	
Performance Bond	
Insurance Certifications, as required and described herein, naming the City of Bentonville as additionally insured.	

PRICING SHEET
IFB-19-16

Bid prices shall include all costs, including but not limited to: all labor, equipment, disposal, tax, fuel surcharge and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville Sales Tax rate is 9.5%.

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

DESCRIPTION	TOTAL BID PRICE
WASTEWATER OXIDATION BASINS ROTOR REMOVAL AND INSTALLATION, AS DESCRIBED AND SPECIFIED HEREIN.	\$ <u>101,000.⁰⁰</u>

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Crossland Heavy Contractors, Inc.
PO Box 350, Columbus, KS 66725

as Principal, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor, Schaumburg, IL 60196-1056

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

117 West Central Ave., Bentonville, AR 72712

as Obligor, hereinafter called the Obligor, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Wastewater Oxidation Basins Rotor Removal and Installation,
IFB-19-16

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

Signed and sealed this 12th day of March, 2019


Kaylee Mann (Witness)

Crossland Heavy Contractors, Inc.


President
(Title)


Carolyn J. Johnson (Witness)

Fidelity and Deposit Company of Maryland


By: Kelly E. Kimmel
Attorney-in-Fact (Title)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **S. Mark WILKERSON, Morgan DEWEY, Monica F. DONATELLI, Debra L. WALZ, Carolyn J. JOHNSON, Larissa SMITH and Kelly E. KIMMEL, all of Overland Park, Kansas**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of March, A.D. 2018.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

[Redacted Signature]

By: *Michael P. Bond*
Vice President

[Redacted Signature]

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 1st day of March, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



[Redacted Signature]
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

License No. 0067301119

ID #8600

State of Arkansas
Commercial Contractors Licensing Board

CROSSLAND HEAVY CONTRACTORS, INC.
PO BOX 350
COLUMBUS, KS 66725

CROSSLAND HEAVY CONTRACTORS, INC.

This is to Certify That

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

HEAVY CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from October 26, 2018 until November 30, 2019 when this Certificate expires.

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



SECRETARY

October 26, 2018 - srg

**CROSSLAND
HEAVY CONTRACTORS**

501 S. East Avenue
P.O. Box 350
Columbus, KS 66725
tel 620.429.1410
fax 620.429.2977

Corporate Resolution

BE IT RESOLVED: that at the monthly meeting of the Board of Directors of Crossland Heavy Contractors, Inc., held on the 2nd day of December, 2016, the Board of Directors did, by unanimous decision, authorize Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. to sign on behalf of said Corporation all documents and papers pertaining to the business of said Corporation.

All documents signed by Mark Sell, Chris Walters, Justin Lillie, Dan Thompson or Ivan Crossland, Jr. on behalf of Crossland Heavy Contractors, Inc. shall be legally binding on Crossland Heavy Contractors, Inc. and their successors and assigns.

ATTEST:

Holly Rhodes, Secretary

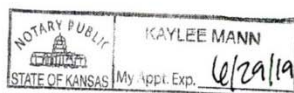
State of Kansas, County of Cherokee:

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Mark Sell, President of Crossland Heavy Contractors, Inc. a corporation duly organized and existing in the State of Kansas, and he acknowledged the same on behalf of said Corporation.

In witness thereof I have set my hand and affixed my seal this 12th day of March 2019.

Notary Public

My Commission Expires: 6/29/19



www.heavycontractors.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/11/2019

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

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

PRODUCER CA#0H64724 IMA, Inc. (NE Kansas Division) 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210 INSURED Crossland Heavy Contractors, Inc. PO Box 350 501 S. East Avenue Columbus, KS 66725	1-913-982-3650 CONTACT NAME: Jeanne Kell PHONE (A/C, No, Ext): 913-982-3650 E-MAIL ADDRESS: jeanne.kell@imacorp.com INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER INSURER B: TRAVELERS PROPERTY CASUALTY COMPANY OF INSURER C: XL SPECIALTY INS CO INSURER D: TRAVELERS IND CO OF AMER INSURER E: INDIAN HARBOR INS. CO. INSURER F:	FAX (A/C, No): 913-982-3495 NAIC # 25674 25674 37885 25666 15989
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COVERAGES

CERTIFICATE NUMBER: 55580900

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		VTC2JCO131J8553TIL18	04/30/18	04/30/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		VTJCAP131J8565TIL18	04/30/18	04/30/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		US00067013LI18A	04/30/18	04/30/19	EACH OCCURRENCE \$ 26,000,000 AGGREGATE \$ 26,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A		VTC2HUB2391M62318	04/30/18	04/30/19	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	☒ Professional/Pollution		CE0744688602	04/30/18	04/30/19	Each Claim/Agg 5,000,000

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

The WC, GL, BAU Insurers will provide 30 Days written Notice of Cancellation or Non-Renewal to the Certificate Holder for reasons other than non-payment of premium if required by written contract or agreement when a Certificate of Insurance is on file with carrier, subject to policy terms and conditions.

Re: Insurance Qualification for Wastewater Oxidation Basins Rotor Removal & Installation. If awarded the contract, City of Bentonville, AR (Owner) would be included as an Additional Insured on the General Liability policy if required by written contract or agreement, subject to policy terms and conditions. Additional coverages are available at the request of Crossland Heavy Contractors, Inc.

CERTIFICATE HOLDER City of Bentonville Arkansas 117 W. Central Bentonville, AR 72712 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [REDACTED]
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ACORD 25 (2014/01)
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SUPPLEMENT TO CERTIFICATE OF INSURANCE		DATE 03/11/2019
NAME OF INSURED: Crossland Heavy Contractors, Inc.		

SUPP (10/00)

BID BOND

CONTRACTOR:

(Name, legal status and address)

Seven Valleys Concrete, LLC
P.O. Box 88
Cassville, MO 65625

SURETY:

(Name, legal status and principal place of business)

The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496

OWNER:

(Name, legal status and address)

City of Bentonville, Arkansas
117 West Central, Bentonville, AR 72712

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:

(Name, location or address, and Project number, if any)

Wastewater Oxidation Basins Rotor Removal and Installation

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of March, 2019

Seven Valleys Concrete, LLC

[Redacted Signature]

(Seal)

(Seal)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 Edition

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael Halter; Kevin Bruick; Sylvia A. Young; Carolyn Hunter; Sherese D. Escovedo; Ken Estes; Alfred Williams; Brian A. Boyd; Jody Lensing; Shana Meyer; Miki J. Rodgers; J. Alan Rogers and/or Landon Fisher

of Little Rock, Arkansas

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



STATE OF OHIO
COUNTY OF BUTLER

) ss:
)

THE CINCINNATI INSURANCE COMPANY

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio,
this 12th day of March 2017.



BN-1005 (3/17)

Secretary



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID
IFB-19-16

Date of Issuance: **February 17, 2019**

Bid Number: **IFB-19-16**

MANDATORY PRE-BID MEETING ON FEBRUARY 28, 2019 AT 10:00 A.M (DETAILS BELOW)

Bid Opening Date: **March 12, 2019**

Bid Opening Time: **10:00 A.M.**

Questions regarding this bid should be directed to the Purchasing Department at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., March 5, 2019.

Mandatory Pre-Bid Meeting Address: 1901 NE A ST., BENTONVILLE, AR 72712 (WASTEWATER FACILITY)

During the Pre-Bid meeting Bidders will have an opportunity to visit and inspect the site prior to submitting a bid. Bidders will be permitted to examine site conditions, work area accessibility and other circumstances that may affect the cost of performing the work described herein.

Mandatory Pre-Bid Meeting Date and Time: February 28, 2019 at 10:00 A.M.

All bids received from entities which did not attend the Mandatory Pre-Bid Meeting will be rejected.

All bids must be received by the Purchasing Department prior to **10:00 A.M., March 12, 2019** in a sealed envelope, clearly marked on the outside with **BID # IFB-19-16**. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Department, 117 West Central Ave Bentonville, AR 72712.

Pre-bid meeting for this Invitation will not be held at the Purchasing Office, please review pre-bid information above

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:
Seven Valleys Concrete LLC	(417) 847-8355	(417) 847-5811
BUSINESS ADDRESS, STREETS:	CITY:	STATE: ZIP
PO Box 88	Camville	MO 65005
SIGNATURE OF AUTHORIZED PERSON:	DATE:	
[Signature]	3-12-19	
PRINTED OR TYPED NAME:	TITLE:	
Jake Dawson	Managing Partner	

ARKANSAS SALES OR USE TAX NUMBER: _____

STATE CONTRACTORS LICENSE NUMBER: 0163090419

INTENT

The intent of this Invitation for Bid (IFB) is for the removal of existing aeration equipment and the installation of eight (8) Lakeside Dual Magna Rotor Assemblies in two (2) oxidation ditches for the Bentonville Wastewater Treatment Plant. The awarded bidder will be required to sign a binding contract.

CITY PROVIDED COMPONENTS

The City of Bentonville shall furnish eight (8) Lakeside Dual Magna Rotor Assemblies measuring thirty four feet (34') in length; sixteen (16) Type E fiberglass rotor covers measuring seventeen feet (17') in length; eight (8) 60HP (horsepower) with reduction gear boxes; thirty-two (32) bearings, all purchased by the City of Bentonville and furnished for installation.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.
- Proof that bidder has the required insurance, as stated herein in the 'INSURANCE' section of this IFB document.
- 5% Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Proof of ability to obtain the insurance, as required and described herein.

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

BID GUARANTEE

All bids must be accompanied by a bid guarantee in the form of a bid bond, certified check, or cashier's check in the amount of **five percent (5%) of the Total Bid Price** payable without condition to the City of Bentonville. Personal checks and company checks are NOT acceptable as a bid guarantee.

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected.

PERFORMANCE AND PAYMENT BONDS

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

BONDS – GENERAL

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

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

BONDS - GENERAL CONT..

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

WARRANTY

The awarded bidder shall guarantee that the work, as described herein and inclusive of all labor, workmanship and materials, except that which is provided by the City, shall be free from any defects in workmanship or functionality for a period of not less than one (1) year from the date the City issues a Notice of Completion.

INSURANCE

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

- 1) claims under workers' compensation, disability benefits, and other similar employee benefit acts;
- 2) claims for damages because of bodily injury, occupational sickness or disease, or death of the awarded bidder's employees;
- 3) claims for damages because of bodily injury, sickness or disease, or death of any person other than the awarded bidder's employees;
- 4) claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by the awarded bidder, or
 - b. by any other person for any reason;
- 5) claims for damages, other than to the work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
- 6) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
 - c. Employer's Liability: \$2,000,000.00 – Each Accident
- 2) Comprehensive or Commercial General Liability: \$2,000,000.00 – Each Occurrence
- 3) Comprehensive Automobile Liability
Combined Single Limit:
 - a. Bodily Injury and Property Damage: \$2,000,000.00
- 4) Pollution Liability Insurance: \$1,000,000.00 – Each Occurrence

CONTRACT TERM:

The awarded bidder will receive a single purchase order for the services listed herein from the City of Bentonville.

SCOPE OF WORK

The awarded bidder shall be responsible for the removal and disposal of current aeration equipment, consisting of eight (8) rotors and the installation and proper startup of all mechanical and electrical components of eight (8) Lakeside Dual Magna Rotor Assemblies measuring thirty-four feet (34') in length; sixteen (16) Type E fiberglass rotor covers measuring seventeen feet (17') in length; eight (8) 60HP motors with reduction gear boxes and thirty-two (32) bearings.

The awarded bidder shall be responsible for:

- a. Scheduled availability of heavy equipment needed throughout the scope of the project.
- b. Supplying and maintaining portable restroom facilities for their construction crews throughout the scope of the project.
- c. Daily cleanup and organization of the work area(s), including but not limited to dumpsters.
- d. The timely removal and disposal of all components of the existing rotors.
- e. Leveling and re-seeding of any grass or vegetation areas affected by the construction equipment, stored machinery, dumpsters, portable restrooms, or any other items that disturb the soil or kill green growth.

SCHEDULING

Due to the critical nature of aeration to the wastewater treatment process, the Wastewater Operations Management and the awarded bidder will facilitate a removal and installation schedule for optimum efficiency as well as water treatment capability.

After commencement of the rotor installation, removal and installation shall be continuous from Monday through Friday or Monday through Saturday until the work is complete. Shift schedules may be for eight (8) to ten (10) hours. Inclement weather may cause exceptions to this schedule, however the City shall have the final determination in any scheduling changes.

The Wastewater Operation Supervisor or his designated standby will be in direct control of the sequence of rotor replacement, to meet all effluent permit parameters during rotor installation.

DELIVERY

The City of Bentonville Wastewater Department requests that the work, as described herein, begin on approximately August 15, 2019. If this schedule cannot be met, bidder must specify the date that bidder is available to begin work. Failure to state a date available to begin work obligates the bidder to begin services within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Date Available to Begin Services: August 15, 2019

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the facility premises or on the Town Branch Creek side of the work area.

CITY'S RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request additional information or references from the apparent low bidder if it is deemed to be in the City's best interest.

INVOICING

Bidder shall provide monthly progress invoices to the City at the remittance address below:

*City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712*

Invoices are paid within fourteen (14) days of receipt. Failure to submit an invoice to the address above may cause a delay in payment.

PAYMENT TERMS

☒ Net 30 days

☐ Other: _____

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

☒ Yes ☐ No

Contractor/Vendor Disclosure

Company Name: Seven Valleys Concrete LLC

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

Immediate Relation includes:

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

N/A

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

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

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

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

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

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

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply.

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

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be

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

SPECIFICATIONS

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

Specification	Indicate if "AS SPECIFIED" by placing an "X" in this column.
The awarded bidder shall follow all federal, state and local safety regulations.	X
The awarded bidder has and maintains all required state, local and industry standard licensing and certifications as required for the Scope of Work described herein.	X
The awarded bidder and crew will meet with the City's Wastewater Operations Supervisor, prior to the work beginning, to review any staging and plant safety issues.	X
The awarded bidder shall remove any equipment with oil or hydraulic leaks and immediately clean any fluid spills as per all applicable laws and regulations.	X
Garbage receptacles and dumpsters, as provided by the awarded bidder, are to be emptied regularly.	X
Bidder understands that the Scope of Work includes the installation of City provided property and that the awarded bidder shall be held liable for all damage that occurs to any City owned property, including but not limited to the property provided for the Scope of Work herein.	X

Detail Notes

(Optional): _____

BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

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

Bid Submittal Documents: Documents and bonds required for a complete bid submission.

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed.	<u>JD</u>
Proof of insurance, as defined herein.	<u>JD</u>
5% Bid Guarantee, as specified herein.	<u>JD</u>
Proof of bidder's ability to obtain the required insurance, as described herein.	<u>JD</u>
Inclusion of all Addenda, when applicable.	<u>JD</u>

Upon Contract Execution: Bidder's verification of understanding that the following bonds are due upon signing of the binding contract.

Description	Bidder's Initials
Payment Bond	<u>JD</u>
Performance Bond	<u>JD</u>
Insurance Certifications, as required and described herein, naming the City of Bentonville as additionally insured.	<u>JD</u>

PRICING SHEET
IFB-19-16

Bid prices shall include all costs, including but not limited to: all labor, equipment, disposal, tax, fuel surcharge and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville Sales Tax rate is 9.5%.

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

DESCRIPTION	TOTAL BID PRICE
WASTEWATER OXIDATION BASINS ROTOR REMOVAL AND INSTALLATION, AS DESCRIBED AND SPECIFIED HEREIN.	\$ <u>237,000⁰⁰</u>

Addendum 1, 2, 3 acknowledged



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2018

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

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

PRODUCER
BXS Insurance
PO Box 251510
Little Rock AR 72225-

CONTACT
NAME: Catherine Motta
PHONE (A/C, No., Ext): 501-614-1133 FAX (A/C, No.): 501-614-1461
E-MAIL: Catherine.Motta@bxsi.com
ADDRESS: Catherine.Motta@bxsi.com

INSURED
Seven Valleys Concrete, LLC
P.O. Box 88
Cassville MO 65625

SEVEVAL-02

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: BITCO General Insurance Corporation	20095
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1391376949

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		CLP3667459	4/18/2018	4/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		CAP3667458	4/18/2018	4/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		CUP2814706	4/18/2018	4/18/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A		WC3667457	4/18/2018	4/18/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater		CLP3667459	4/18/2018	4/18/2019	Limit Ded \$392,200 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If applicable, additional insured and/or waiver of subrogation status is provided when required by contract by using blanket forms. Copies of forms will be provided upon request.

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Seven Valleys Concrete
PO Box 88
Cassville, MO 65625

To: City of Bentonville

RE: Insurance Limits

March 12, 2019

Seven Valleys Concrete is capable of obtaining insurance above the required amount from the Wastewater Oxidation Basins Rotor Removal and Installation project. A new certificate can be submitted if awarded the contract.

Thank you



Stacy Hall



ADDENDUM TO BID

BID NUMBER: IFB-19-16

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: MARCH 7, 2019

RE: WASTEWATER OXIDATION BASINS ROTOR REMOVAL AND INSTALLATION

FROM: City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, Arkansas 72712

TO: Potential Bidders

This addendum modifies the original bidding document(s) dated February 17, 2019. **Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to include this addendum may result in rejection of the bid submission.**

This Addendum Number 1 consists of 2 pages.

Clarifications:

- 1.0 Weight of Rotor Assemblies: The original bid document provided the below description for the equipment being provided by the City, the description is located within the 'CITY PROVIDED COMPONENTS' section of the Invitation for Bid document for IFB-19-16. Upon further review, the City determined that the weight of the equipment should also be included.

The City of Bentonville shall furnish eight (8) Lakeside Dual Magna Rotor Assemblies measuring thirty four feet (34') in length; sixteen (16) Type E fiberglass rotor covers measuring seventeen feet (17') in length; eight (8) 60HP (horsepower) with reduction gear boxes; thirty-two (32) bearings, all purchased by the City of Bentonville and furnished for installation.

Weight of Rotor Assemblies:

Total Combined Weight of Rotors: 9,642 Pounds

Weight of Rotor Covers: 1,410 Pounds (not included in the weight of the rotor assemblies)



ADDENDUM TO BID

BID NUMBER: IFB-19-16

2.0 Bolt Pattern: During the Mandatory Pre-Bid Meeting for IFB-19-16, the bolt patterns were discussed and the City reached out Shupe & Associates, who is responsible for the Quality Control Technician for this project, for clarification. The City has confirmed the below information regard the bolt patterns for the rotor assemblies:

- a) Plans include the use of existing anchor bolts.
- b) The integrity of the bolts will need to be checked, by the City prior to use, to determine if corrosion has taken place.

End of Addendum 1



ADDENDUM TO BID

BID NUMBER: IFB-19-16

ADDENDUM NUMBER: 2

DATE OF ISSUANCE: MARCH 7, 2019

RE: WASTEWATER OXIDATION BASINS ROTOR REMOVAL AND INSTALLATION

FROM: City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, Arkansas 72712

TO: Potential Bidders

This addendum modifies the original bidding document(s) dated February 17, 2019. **Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to include this addendum may result in rejection of the bid submission.**

This Addendum Number 2 consists of 1 page.

Modifications to Schedule:

- 1.0 Deadline for the Submission of Questions: The original bid document stated a deadline for the submission of questions in relation to IFB-19-16 of 4:30 P.M. on March 5, 2019. Due to the City's need to distribute Addenda to potential Bidders and to allow potential Bidders an opportunity to submit questions in relation to the Addenda, the amended deadline for the submission of questions in relation to IFB-19-16 is 4:30 P.M. on Friday, March 8, 2019.

End of Addendum Number 2



ADDENDUM TO BID

BID NUMBER: IFB-19-16

ADDENDUM NUMBER: 3

DATE OF ISSUANCE: MARCH 8, 2019

RE: WASTEWATER OXIDATION BASINS ROTOR REMOVAL AND INSTALLATION

FROM: City of Bentonville, Arkansas
117 W. Central Avenue
Bentonville, Arkansas 72712

TO: Prospective Bidders

This addendum modifies the original bidding document(s) dated February 17, 2019. **Bidders are required to acknowledge receipt of this addendum by including it in their bid submission. Failure to include this addendum may result in rejection of the bid submission.**

This Addendum Number 3 consists of 2 pages.

Safety Considerations and Pre-Work Meeting Requirements:

- 1.0 The awarded Bidder shall understand and recognize the importance of performing the work, as described in this Invitation for Bid document, in a safe and responsible manner so as to prevent damage, injury, or loss to individuals, the environment, and the work to be performed, including material and equipment incorporated into the work. Performing the work in a safe and responsible manner, may include but is not limited to the requirement of workers to be harnessed and anchored during the performance of work. The awarded Bidder shall assume the responsibility for following all environment, health and safety precautions and programs related to the performance of the work in addition to adhering to all applicable Federal, State and Local laws and regulations.
- 2.0 The awarded Bidder shall agree to assess whether the awarded Bidder's employees, agents or subcontractors have the physical, mental, and emotional capacity to perform the assigned tasks competently, and in a manner that does not threaten safety, health, or property, including participation in hazardous or emergency procedures applicable to the awarded Bidder's work in relation to this Invitation for Bid.

Page 1 of 2

City of Bentonville, Arkansas
Purchasing Office
IFB-19-16 – Addendum Number 3



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-19-15
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

March 26, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

Staff requests Bid Approval of IFB-19-15 for purchase and delivery of Praestol 279 FLX Polymer in 250-gallon totes at the price of \$1.74 per pound. Brentag is the low bidder of two bids received. Bid tabulation attached. Polymer is used in the biosolids reduction process at the wastewater treatment facility, and \$115,000.00 was budgeted for polymer in 2019.

COST TO CITY:

Cost of this Request: \$115,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	115,000
Funds Expended to Date		
Remaining Budget		115,000
Budget Adjustment		-
Remaining After Adjustment	\$	115,000

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: 3/26/2019
RE: Polymer for dewatering biosolids

Wastewater Staff requests Mayor Orman and City Council award Bid # IFB-19-15 to Brenntag Mid-South of Springfield, MO. for Praestol 279 FLX Polymer at the price of \$1.74 per pound. This was the low bid of two bidders. The award will be for one year with an option to renew annually for two (2) additional years. There is \$115,000.00 in the 2019 budget for polymer.

Thank you for your consideration of this request.



BID TABULATION:

POLYMER

IFB-19-15

BID OPENING:

MARCH 5, 2019

1:00 P.M.

BIDDER NAME	TOTAL BID PRICE (PER POUND)
BRENTAG MID-SOUTH	\$1.74 /POUND
FORT BEND SERVICES, INC	\$1.85/POUND