



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, July 9, 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: June 25, 2019**

AGENDA

1. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Sunrise Homes, LLC.) **(Pages 4-25)**

2. Planning:

- 2a. **Ordinance changing real estate from A-1, Agricultural to I-1, Light Industrial, Glass Investments, LLC, Southwest Rainbow Farm Road and Highway 112.**

(Pages 27-31)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Light Industrial. These areas typically include low-impact manufacturing and assembly, large-scale storage, and other similar uses with little or no impact on surrounding properties. The rezoning request can potentially be justified due to the site's compatibility with the Future Land Use Plan and adjacent light industrial uses to the south.

- 2b. **Ordinance changing real estate from R-1, Single Family Residential and I-2, Heavy Industrial to C-2, General Commercial, Walmart Properties, Inc., Southeast 8th Street and Southeast Martin Luther King Jr. Parkway.**

(Pages 32-35)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. These areas include uses that serve both neighborhood residents and persons from the larger region. The rezoning request can potentially be justified due to the site's compatibility with the Future Land Use Plan and adjacent commercial uses to the north and west.

2c. **Ordinance accepting a lot split of Lots 1-2 of Kindell Subdivision, Dustin Kindell, 4425 SW H Street, A-1, Agricultural.**

(Pages 36-39)

The Planning Commission voted 7-0, recommending approval.

A lot split of previously unplatted property creating Lots 1 (+/- 14.9 acres) and 2 (+/- 5.0 acres) of Kindell Subdivision. The plat dedicates 25-foot utility easements along front property lines and 7.5-foot utility easements along shared lot lines.

3. A resolution to enter into a five-year agreement with Selectron Technologies, Inc. to setup texting capabilities for scheduling building inspections and viewing inspection results. The cost for the first year includes the set up fees and the annual service fees, totaling \$38,250.00. This item is in the 2019 budget in the amount of \$40,000.00. For each of the next four years, \$15,250.00 will be budgeted annually to cover the annual service fees. Total cost of this agreement is over a five year time period is \$99,250.00. **(Pages 40-64)**
4. Public hearing and ordinance vacating a access and utility easement requested for Lot 1 of Merchant Place Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. (701 South Main) **(Pages 65-68)**
5. Public hearing and ordinance vacating a utility easement requested for Lot 7, Block 2 of The Meadows at Woods Creek, to the City of Bentonville, Arkansas, Benton County, Arkansas. (14 Grassland Trail) **(Pages 69-72)**
6. Public hearing and ordinance vacating a drainage and utility easement requested for Lot 1 of Lewis Foster Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 73-76)**
7. Public hearing and ordinance vacating a drainage and utility easement requested for Lot 2 of Lewis Foster Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas. **(Pages 77-80)**
8. A resolution setting a public hearing for July 23, 2019 for a Street Right of Way Vacation at 604 SW 5th Street, Gilmore's Addition, requested by Sandcreek Engineering. **(Pages 81-83)**
9. A resolution setting a public hearing for July 23, 2019 for a Drainage and Utility Easement Vacation requested for Lot 24 of Kensington Subdivision. **(Pages 84-86)**

- 10a. Bid award of bid IFB 19-41 in the amount of \$428,784.63 to APAC Central Inc. for the City's 2019 overlay program. Please see attachments. **(Pages 87-162)**
- 10b. Street Department recommends a budget adjustment in the amount of \$78,784.63 for the 2019 overlay program. Please see attachments. **(Pages 163-165)**
- 11. Request approval of resolution for contract amendment and budget adjustment for credit card processing software upgrade. **(Pages 166-174)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 9, 2019

Submitted by:

Jim Wheelless

Department

Phone

271-3112

ACTION REQUIRED:

An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Sunrise Homes, LLC.)

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 ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTONVILLE, ARKANSAS, AND MAKING SAME A PART OF THE CITY OF BENTONVILLE, AND ASSIGNING SAME TO WARDS.

WHEREAS, petition was filed with the County Clerk of Benton County, Arkansas by all of the owners of the hereinafter described territory, said owners being listed in Exhibit "A" to this ordinance, praying that said territory be annexed to, and made a part of the City of Bentonville, Arkansas, and

WHEREAS, on the 28th day of May, **2019**, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

Section 1. That the land described on the attached Exhibit "B," which includes both the territory sought to be annexed by the petitioners and the dedicated public roads and rights of way abutting or traversing the property proposed to be annexed, is territory contiguous to and adjoining the City of Bentonville, Arkansas, and the petition to annex that property is hereby granted and the property described in Exhibit "B" is hereby accepted as part of and annexed to and made a part of the City of Bentonville.

Section 2. That the above described territory shall be annexed to and made a part of Ward 3 of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

Section 3. That the above described territory shall be zoned A-1, to be used in accordance with City zoning laws and the laws of the State of Arkansas.

Section 4: That this ordinance shall become effective 30 days from its passage and approval.

PASSED AND APPROVED THIS _____ DAY OF JULY, 2019.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. LINDA SPENCE, City Clerk

Sunrise Homes, LLC. Annexation
EXHIBIT "A"

FEATHERSTON FARMS LIMITED PARTNERSHIP The South 40 Acres of Parcel 18-08687-000

Sunrise Homes, LLC. Annexation
Exhibit "B"
The South 40 Acres of Parcel 18-08687-000

The SW ¼ of the SE ¼ of Section 2, Township 19N, Range 31W, which is all in Benton County, Arkansas.

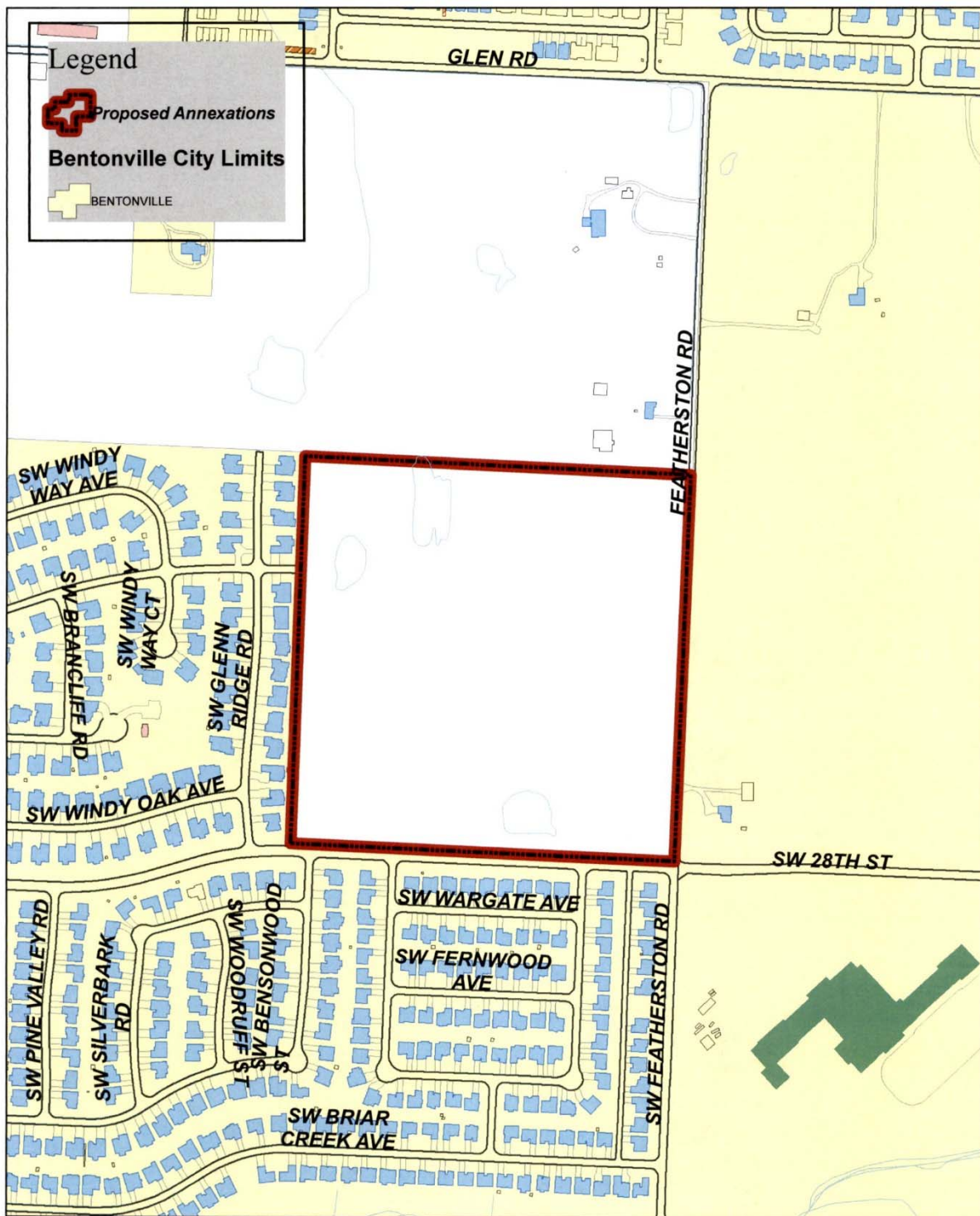


EXHIBIT "B"
Proposed Annexation
Sunrise Homes

1 inch = 417 feet



BENTON COUNTY

RECEIVED JUN 03 2019

STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR

215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373
479-271-1013
Fax: 479-271-1019

PROBATE COURT CLERK

COURTHOUSE, 102 N.E. "A" STREET
BENTONVILLE, AR 72712-5350
479-271-5727
FAX: 479-271-1712

May 28, 2019

Honorable Stephanie Orman
City of Bentonville
117 W. Central Ave
Bentonville, AR 72712

Re: In the Matter of Annexing to the City of Bentonville, Arkansas Certain
Territory Contiguous To Said City of Bentonville, Arkansas

Dear Mayor Orman:

The County has received and processed a proposed annexation pursuant to ACA § 14-40-609 related to annexations by 100% of the property owners. I am transmitting to you a copy of the documents relating to the proposed annexation for consideration by the Bentonville City Council.

If your council and you approve the annexation, please ask your clerk or recorder to return to me one (1) certified copy of the plat of the annexed property and one (1) certified copy of the ordinance or resolution approving the annexation so that I can send those on to the Secretary of State as required by the statute.

Please feel free to contact me if you have questions.

Sincerely,



BETSY HARRELL, County Clerk

enc

ROGERS OFFICE
2111 W. WALNUT
(479) 636-3727
FAX (479) 636-4922

ROGERS ARCHIVES
2111 W. WALNUT
(479) 636-1037
FAX (479) 636-1053

SILAM SPRINGS OFFICE
707 S. LINCOLN
479-271-1013
FAX (479) 524-8534

FILED

2019 MAY 28 AM 10: 52

BETSY HARRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

IN THE MATTER OF ANNEXING TO THE
CITY OF BENTONVILLE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO SAID
CITY OF BENTONVILLE, ARKANSAS

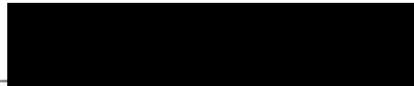
COUNTY COURT ORDER NO. CC 2019-08

ORDER AUTHORIZING ANNEXATION PURSUANT TO ACA § 14-40-609

I, Barry Moehring, County Judge of Benton County, having reviewed the attached petition for annexation and verification of petition, hereby find that the petition:

- 1) is in writing;
- 2) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming their desire to be annexed;
- 3) contains an accurate description of the relevant property or properties;
- 4) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- 5) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town – additionally a copy of the letter from the State of Arkansas GIS office approving the legal description for the annexation was provided; and
- 6) includes a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

The County Clerk is directed to forward a copy of this order and the related Petition to the Mayor of the City of BENTONVILLE.


HON. BARRY MOEHRING, County Judge

Date

5/28/19

2019 1745

FILED

2019 MAY 20 PM 2:37

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

CC 2019-08

IN THE MATTER OF ANNEXING TO THE
CITY OF BENTONVILLE, ARKANSAS
CERTAIN TERRITORY CONTIGUOUS TO SAID
CITY OF BENTONVILLE, ARKANSAS

VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

We, Betsy Harrell, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

Our offices have received the attached petition seeking annexation. The petition has been reviewed and we hereby verify that the petition:

- (A) is in writing;
- (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- (C) contains an accurate description of the relevant property or properties;
- (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and
- (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.


HON. BETSY HARRELL, County Clerk


HON. RODERICK GRIEVE, County Assessor



FILED

2019 MAY 20 PM 2:37

BEISY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

Date: May 20, 2019
Subject: Proposed Annexation Checklist
CC 2019-08 Bentonville, AR

- ☒ (A) is in writing;
- ☒ (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;
- ☒ (C) contains an accurate description of the relevant property or properties;
- ☒ (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;
- ☒ (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and
- ☒ (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

NA [Additionally, we note that the legal description in (B) does not include in its description certain dedicated public roads and rights of way abutting or traversing the property to be annexed, the legal descriptions for which are included on the attached Exhibit "A"]

Please contact me if you have any questions.


Michael D. Million
Manager - GIS-Mapping Dept.
Benton County Assessor's Office
Phone: 479-271-1037, ext. 7004
Email: michael.million@bentoncountyar.gov

FILED

2019 MAY 16 PM 1:28

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

IN THE MATTER OF ANNEXING TO THE CITY
OF BENTONVILLE, ARKANSAS CERTAIN TERRITORY
CONTIGUOUS TO SAID CITY

NO. 2019-08

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 4-29-2019

Come now the undersigned petitioners, and state as follows:

1. That we, owning 100% of the property in the following described area, do hereby petition, pursuant to A.C.A. §14-40-609, the City Council of Bentonville, Arkansas, to annex the following lands to the City of Bentonville, Arkansas.

Refer to Exhibit "A"

2. We further state that this petition is signed by one hundred percent (100%) of the real estate owners owning one hundred percent (100%) of the acreage in said area and that the area to be annexed does not contain property whose owners do not wish to have their property annexed.

3. That said property description herein is contiguous to and adjoining the present City of Bentonville city limits, as shown on the map attached hereto as Exhibit "B".

4. That no enclaves will be created if this petition is accepted and the territory annexed into the City of Bentonville.

5. That the following schedule of services shall be extended to the area by the City of Bentonville within three (3) years after the date the annexation becomes final:

All properties annexed into the City of Bentonville are provided with Police, Fire and EMS services.

Additional services such as water and sewer may be provided if readily available. Such services are provided in accordance with existing ordinances and terms of service, including but not limited to the payment of required fees, the necessary permits, inspections and approvals.

6. That a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties is attached hereto as Exhibit "C" and is made part of this petition as if set out word for word herein.

7. That a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the City of Bentonville and that no enclaves will be created if the property or properties are accepted by the City of Bentonville is attached hereto as Exhibit "D" and is made part of this petition as if set out word for word herein.

8. That each of the undersigned persons executing this petition has confirmed by their signature a desire that their property, which is included in the property described above, be annexed into the City of Bentonville.

FILED
2019 MAY 16 PM 1:29
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

FILED

I confirm my desire that property owned by me, which is to be included in a petition to annex property, be annexed into the City of Bentonville.

2019 MAY 16 PM 1:29

If the property being annexed is owned jointly, I attest that all owners are signing a copy of this confirmation.

BETSY HARRELL
CLERK
BENTON COUNTY, AR

If the property is owned by a trust, I attest either that I have the authority to sign this confirmation on behalf of the trust, or that all persons required to do so by the trust are signing a copy of this confirmation.

If the property is owned by a corporation, limited liability company or other entity I attest either that I have the authority to sign this confirmation on behalf of the entity, or that all persons required to do so by the entity's governing documents are signing a copy of this confirmation.

[Redacted Signature]

Signature of Property Owner or
Legal Representative of Property Owner,
Petitioner

[Handwritten Signature]

Title, if applicable (i.e. Trustee,
(Managing Member, President,
Secretary)

PART OF 18-08687-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 29th day of April, 2019, before me, the undersigned officer, personally appeared Sam Featherston, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

NOTARY PUBLIC

My Commission Expires:

5/22/28

Liz Amos
Notary Public
Benton County, Arkansas
Commission #12704722
Commission Expires May 22, 2028



**ARKANSAS
GIS OFFICE**

FILED

2019 MAY 16 PM 1:29

**BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR**

April 29, 2019

Mr. Jim Wheelless
GIS Coordinator - City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as "Sunrise Homes LLC" and located in Section 2, Township 19 North, Range 31 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

Our office will wait completion of any additional steps necessary for the proposed boundary change, which normally comes from the Arkansas Secretary of State Elections Division after any appropriate filing by your County Clerk.

Thank you,



Jennifer Wheeler, GIS Analyst
/jw

Attachments:
GIS Office Map of Proposed Annexation
Legal Description
Secretary of State Municipal Change Checklist

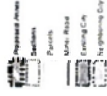
H:\City_Annexations\Cities\Bentonville\20190429\Doc\20190429_Bentonville_Annexation_Coordination_Letter.docx

ARKANSAS GIS OFFICE · 1 CAPITOL MALL SUITE 6D · LITTLE ROCK · ARKANSAS · 72201
PHONE (501) 682-2767 · www.gis.arkansas.gov · FAX (501) 682-8077

City: Bentonville
Mayor: Stephanie Orman

Proposed Annex "Sunrise Homes LLC.": City of Bentonville
April 2019

Arkansas Code 14-40-101
Before an entity undertakes an annexation, consolidation, or detachment, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the annexation, consolidation, and detachment areas.
The map contained herein, is evidence of the entity's compliance with the requirements of Act 874 of 2015.



FILED
2019 MAY 16 PM 1:29
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR



\\C:\Arkansas\GIS\Benton\B20190429

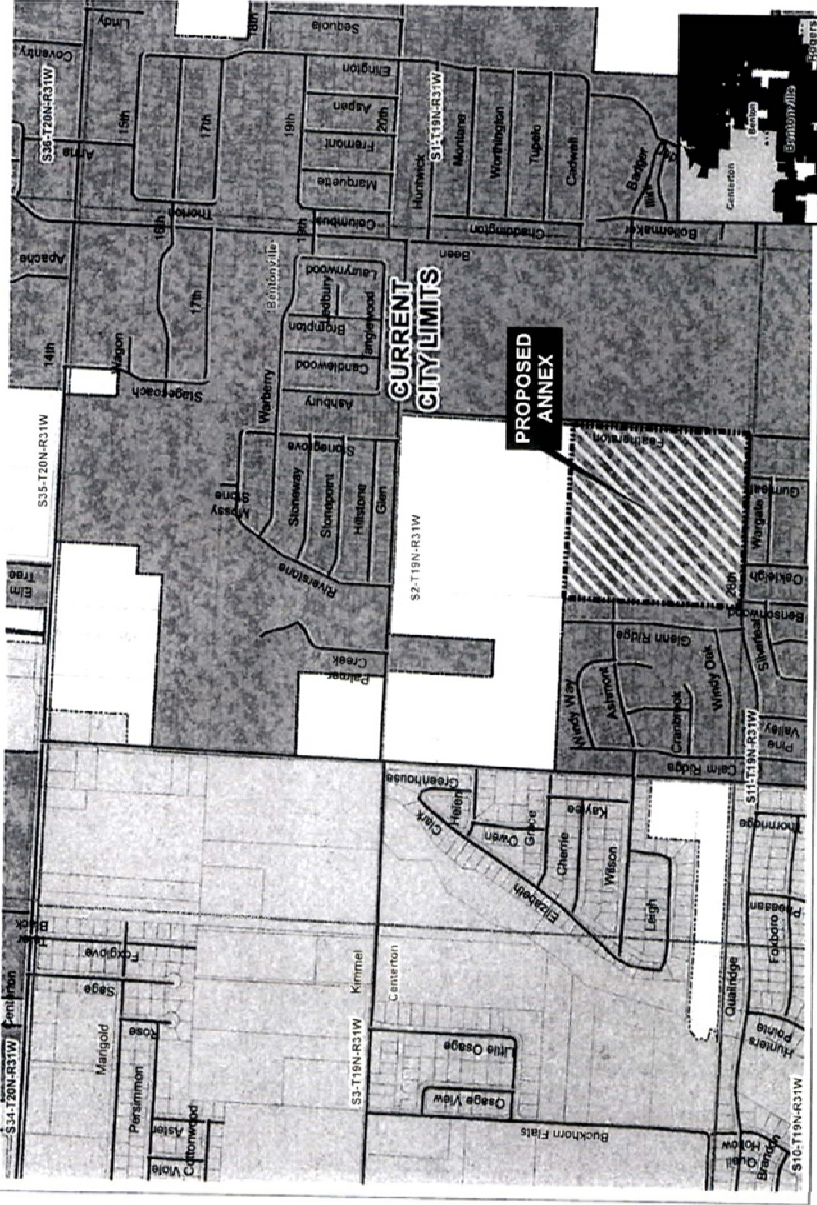


Exhibit "A"
Sunrise Homes LLC.

FILED

2019 MAY 16 PM 1:29

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

The SW ¼ of the SE ¼ of Section 2, Township 19N, Range 31W, which is all in Benton County,
Arkansas

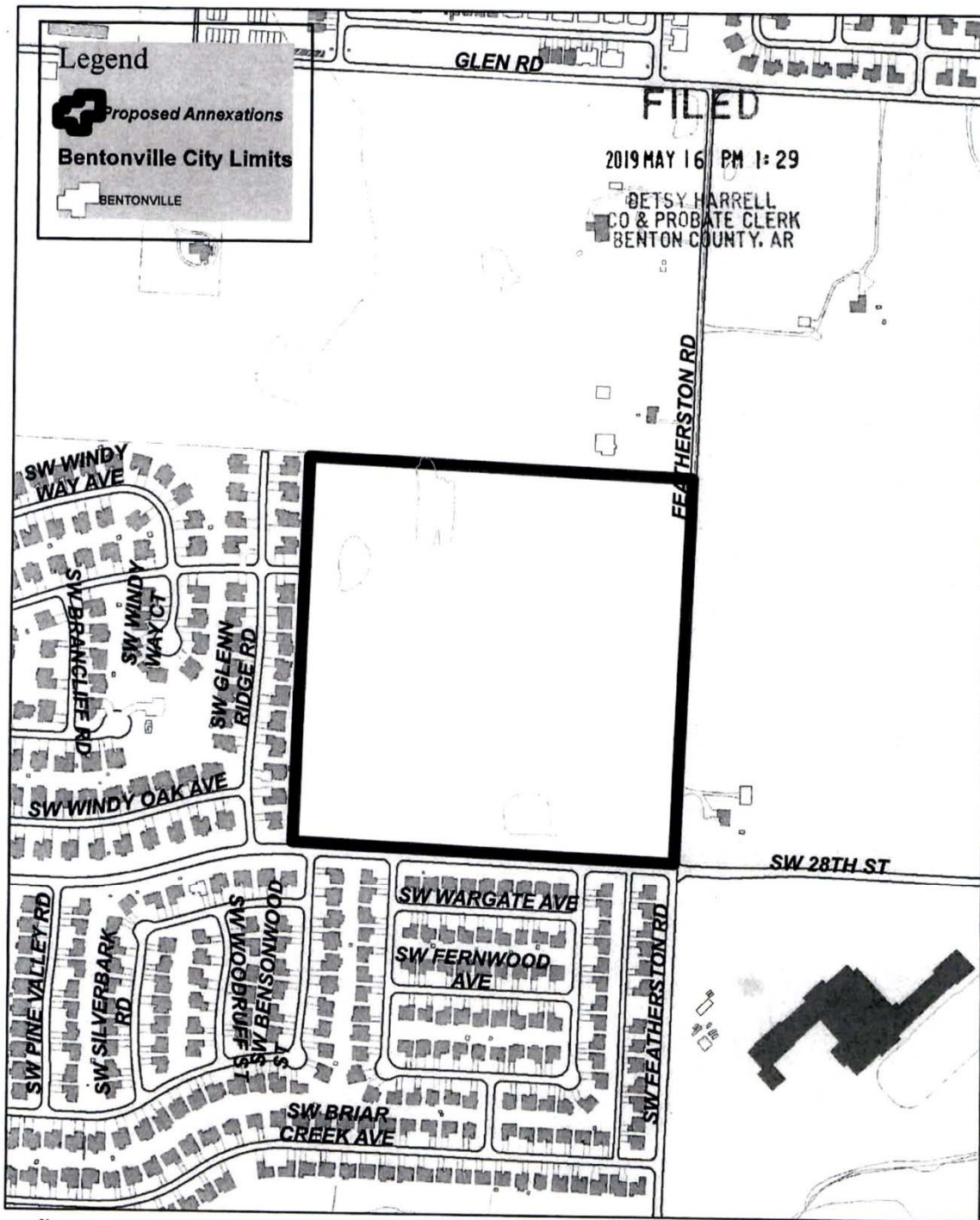


EXHIBIT "B"
Proposed Annexation
Sunrise Homes

1 inch = 417 feet



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

Eureka Springs
70 S. Main Street, Suite 2
Eureka Springs, AR 72632

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150



EXHIBIT "C"

Faulkner County Title Company
A Division of
First National Title Company
Conway
781 South Street
Conway, AR 72034

Little Rock Title Company
A Division of
First National Title Company
Little Rock
1001 W. Markham Street #100
Little Rock, AR 72201

First National Title Company
Headquarters
First National Title Company
Little Rock
415 N McKinley Street Suite 1200
Little Rock, AR 72205

12019 MAY 13 PM 1:29
BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

May 13, 2019

Greetings,

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property into the City of Bentonville. Based on our review, we verify that the persons listed in Exhibit C-1 to this letter are all the owners of record of the real property described in Exhibit C-2 to this letter.

Sincerely,

[Redacted Signature]

/Steve Pangle

Benton County Manager

First National Title

www.firstnationaltitle.net

SUNRISE HOMES LLC. ANNEXATION
EXHIBIT "C-1"

FILED

2019 MAY 16 PM 1:29

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

FEATHERSTON FARMS LIMITED PARTNERSHIP

18-08687-000

SUNRISE HOMES LLC. ANNEXATION

EXHIBIT "C-2"

FILED

2019 MAY 16 PM 1:29

The SW ¼ of the SE ¼ of Section 2, Township 19N, Range 38W, which is all in
Benton County, Arkansas

BETSY HARRIS
CO & PROBATE CLERK
BENTON COUNTY, AR

EXHIBIT "D"

FILED

Greetings:

This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Sunrise Homes Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit D-1 to this letter is contiguous with the City of Bentonville and that no enclaves will be created if the described property is accepted by the City of Bentonville.

2019 MAY 16 PM 1:29

BETSY HARRELL
CO. & PROBATE CLERK
BENTON COUNTY, AR

Sincerely,



Travis Matlock, P.E.

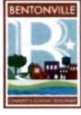
FILED

SUNRISE HOMES, LLC. ANNEXATION MAY 16 PM 1:30

EXHIBIT "D-1"

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

The SW ¼ of the SE ¼ of Section 2, Township 19N, Range 31W, which is in
Benton County, Arkansas



City Council Agenda Items
For City Council Meeting of July 9, 2019
From the July 2, 2019 Planning Commission Meeting

- a. Ordinance changing real estate from A-1, Agricultural to I-1, Light Industrial, Glass Investments, LLC, Southwest Rainbow Farm Road and Highway 112.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Light Industrial. These areas typically include low-impact manufacturing and assembly, large-scale storage, and other similar uses with little or no impact on surrounding properties. The rezoning request can potentially be justified due to the site's compatibility with the Future Land Use Plan and adjacent light industrial uses to the south.

- b. Ordinance changing real estate from R-1, Single Family Residential and I-2, Heavy Industrial to C-2, General Commercial, Walmart Properties, Inc., Southeast 8th Street and Southeast Martin Luther King Jr. Parkway.**

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. These areas include uses that serve both neighborhood residents and persons from the larger region. The rezoning request can potentially be justified due to the site's compatibility with the Future Land Use Plan and adjacent commercial uses to the north and west.

- c. Ordinance accepting a lot split of Lots 1-2 of Kindell Subdivision, Dustin Kindell, 4425 SW H Street, A-1, Agricultural.**

The Planning Commission voted 7-0, recommending approval.

A lot split of previously unplatted property creating Lots 1 (+/- 14.9 acres) and 2 (+/- 5.0 acres) of Kindell Subdivision. The plat dedicates 25-foot utility easements along front property lines and 7.5-foot utility easements along shared lot lines.

REZONING STAFF REPORT



Glass Investments, LLC

SW Rainbow Farm Road and HWY 112

PC Date: 7/2/2019

Reviewer: Tyler Overstreet, AICP, Senior Planner

Project Number	RZ19-0017
Applicant / Current Owner	Glass Investments, LLC 1500 E Central Avenue Bentonville, AR 72712
Site Area	+/- 71.26 acres
Current Zoning	A-1, Agricultural
Requested Zoning	I-1, Light Industrial
Future Land Use Map Designation	Light Industrial

Property Description

This property is located at the northwest corner of SW Regional Airport Boulevard and SW Rainbow Farm Road. The property is currently zoned A-1, Agricultural. Adjacent zonings are R-1, Single-Family Residential to the north, R-O, Residential Office to the east, I-1, Light-Industrial to the south, and county land to the west.

Relationship to the General Plan

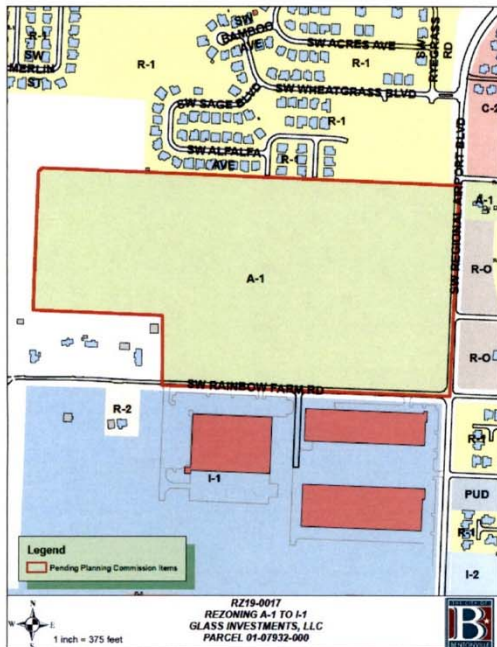
The Future Land Use Plan currently depicts this property as Light Industrial. Light industrial areas typically include low-impact manufacturing and assembly, large-scale storage, and other similar uses with little or no impact on surrounding properties.

Analysis

The rezoning request can potentially be justified due to the site's compatibility with the Future Land Use Plan and adjacent light industrial uses to the south.

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

Location Map





May 24, 2019

City of Bentonville
315 SW A Street
Bentonville, AR 72712

**RE: Parcel # 01-07932-000
Rezoning Request**

Glass Investments, LLC is requesting to rezone approximately 71.26 acres located at the Northwest corner of Southwest Rainbow Farms Road and Highway 12 from Agricultural (A-1) to Industrial (I-1). The owners intend to develop a warehouse consistent with the adjacent Gateway Industrial warehouses. The intended use, signage, appearance and traffic will also be consistent with the existing Gateway warehouses as Crossmar intends to purchase it as an addition to the Gateway industrial development. A 15" sewer line exists on the North side and an 8" line runs along the east side of Highway 12. An additional sewer main is currently being extended through the center of the subject property. A 12" water line extends along the east of the parcel and an 8" line is assessable in the SE corner that the developer intends to connect to.

Respectfully,
Morrison Shipley Engineers, Inc.

Patrick Foy
Project Manager

2407 S.E. Cottonwood Street
Bentonville, AR • 72712
479.273.2209 • Fax 479.273.2553
morrisonshipley.com

If 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.
☒ I/we object to the rezoning because:

Reduced property value, blocking view, less privacy, noise &
disturbance if business built/warehouse

Signature

Mary Heintz
Printed Name

2/19/2017

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO I-1, LIGHT INDUSTRIAL (PROJECT NUMBER: RZ19-0017).

WHEREAS, Glass Investments, 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 A-1, Agricultural to I-1, Light Industrial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOCATED IN A PART OF THE SE1/4 OF THE SE1/4 AND IN A PART OF THE SW1/4 OF THE SE1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST IN BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE SE CORNER OF THE SE1/4 OF THE SE1/4 OF SECTION 10 FOR THE TRUE POINT OF BEGINNING, THENCE ALONG THE SOUTH LINE OF THE SE1/4, N87°50'07"W, 1799.92 FEET; THENCE N 00°10'23"E 435.26, FEET; THENCE N87°32'12"W, 801.44 FEET; THENCE ALONG THE WEST LINE OF THE SW1/4 OF THE SE1/4, N02°15'30"E, 862.27 FEET; THENCE N 47°26'31"E, 32.55 FEET; THENCE ALONG THE NORTH LINE OF THE S1/2 OF THE SE1/4, S87°35'57"E, 2603.38 FEET; THENCE ALONG THE EAST LINE OF THE SE1/4 OF THE SE1/4, S02°39'45"W, 1313.67 FEET TO THE TRUE POINT OF BEGINNING. SUBJECT TO A 30 FOOT WIDE UTILITY EASEMENT AS RECORDED IN INSTRUMENT NO. 96-88492, THE RIGHT OF WAY OF ARKANSAS STATE HIGHWAY #12 AND RAINBOW FARM ROAD (BENTON COUNTY, #574) AND ANY OTHER EASEMENTS OF RECORD.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 2, 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 A-1, Agricultural to I-1, Light Industrial.

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 A-1, Agricultural to I-1, Light Industrial 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



Walmart Properties, Inc.

SE 8th Street and SE Martin Luther King Jr. Parkway

PC Date: 7/2/2019

Reviewer: Tyler Overstreet, AICP, Senior Planner

Project Number	RZ19-0018
Applicant / Current Owner	North Arkansas Wholesale Company, LLC PO Box 8050 MS 0555 Bentonville, AR 72712
Site Area	+/- 50.89 acres
Current Zoning	I-2, Heavy Industrial & R-1, Single-Family Residential
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	General Commercial

Property Description

This property is located on SE Martin Luther King Jr. Parkway, south of E Central Avenue. The property is currently zoned I-2, Heavy Industrial and SE Martin Luther King Jr. Parkway. Adjacent zonings are I-2, Heavy Industrial to the north and east, and R-1, Single-Family Residential to the east and south.

Relationship to the General Plan

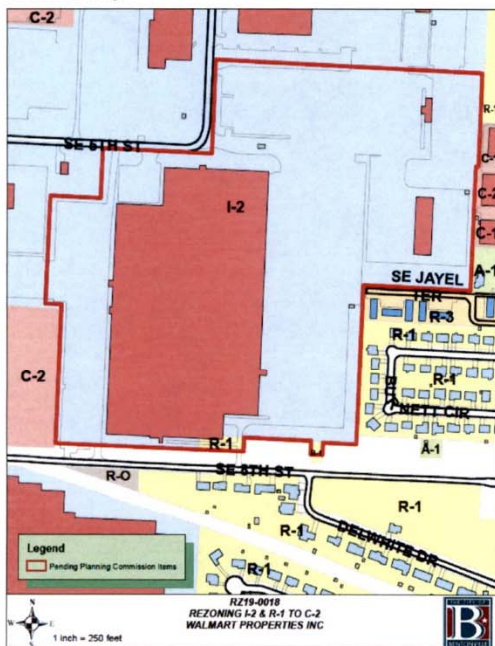
The Future Land Use Plan currently depicts this property as General Commercial. General commercial areas include uses that serve both neighborhood residents and persons from the larger region.

Analysis

The rezoning request can potentially be justified due to the site's compatibility with the Future Land Use Plan and adjacent commercial uses to the north and west.

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

Location Map





CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

May 28, 2019

City of Bentonville Planning Commission
Community Development Building
305 SW "A" Street
Bentonville, AR 72712

RE: Layout Center Rezoning Request
409 SE Martin Luther King Jr. Pkwy
RZ19-0018

To the City of Bentonville Planning Commission:

This is a rezoning request of parcels #01-00768-000, #01-00669-000, #01-00771-001, #01-02496-000, and #01-02497-000.

The current zoning and uses are noted below.

01-00768-000: I-2 Heavy Industrial
01-00669-000: I-2 Heavy Industrial
01-00771-001: I-2 Heavy Industrial
01-02496-000: R-1 Single Family Residential
01-02497-000: R-1 Single Family Residential

The current zoning designation for the properties identified in the rezoning application are heavy industrial and single family residential. We are requesting that the properties be rezoned to C-2 General Commercial, with the intent to bring forward a Large Scale Development (LSD). The owner (Wal-Mart Stores Inc.) intends to construct a new facility at this location. The C-2 district represents the appropriate zoning for the proposed use and will allow the most flexibility in developing the properties. Applicant is aware that the City of Bentonville will require the development to meet the commercial design standards including signage and architecture. This area is shown as general commercial on the city's current land use plan. The effect of property changes upon surrounding land uses is expected to be minimal since the zoning intensity will be reduced. Growth of commercial use in this area of the community is expected to continue. Minimal impact to traffic is expected since the new facility will generate less traffic than the existing facility. SE 8th Street is classified as an arterial and provides an east west connection between SE J Street and Moberly Lane. All required utilities are available at the site. There is a 24" waterline on the north side of the properties and the site is served by an 8" sewer line on the east side.

We appreciate your consideration of this request. If you have any questions or need additional information, please contact me via phone at (479) 273-9472 or email at jyoull@ceieng.com.

Respectfully submitted,
CEI Engineering Associates, Inc.

John Youll
Project Manager

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ MINNESOTA ■ PENNSYLVANIA

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL AND I-2, HEAVY INDUSTRIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER: RZ19-0018).

WHEREAS, Walmart Properties, Inc. 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 R-1, Single Family Residential and I-2, Heavy Industrial to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 (NW/4) OF SECTION 33 AND PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 (NE/4) OF SECTION 32 ALL IN TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, AR AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF THE NE/4 OF SECTION 32; THENCE NORTH 02°12'00" EAST ALONG THE EAST LINE OF SAID NE/4, A DISTANCE OF 71.42 FEET TO THE NORTH RIGHT OF WAY OF SOUTHEAST 8TH ST. FOR THE POINT OF BEGINNING; THENCE SOUTH 87°30'40" EAST ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 189.54 FEET TO A 5/8" REBAR WITH CAP (LS 1759) ON THE WEST LINE OF LOT 4, ELLIS ADDITION PER PLAT BOOK S, PAGE 287; THENCE NORTH 02°33'11" EAST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 58.02 FEET TO A 1/2" REBAR AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 87°22'22" EAST ALONG THE NORTH LINE OF SAID ELLIS ADDITION, A DISTANCE OF 279.80 FEET TO A 5/8" REBAR AT THE NORTHEAST CORNER OF LOT 2, ELLIS ADDITION; THENCE SOUTH 02°33'11" WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 57.37 FEET TO THE NORTH RIGHT OF WAY OF SOUTHEAST 8TH ST.; THENCE SOUTH 87°25'55" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 50 FEET TO A 5/8" REBAR (LS 1759) ON THE WEST LINE OF LOT 1, ELLIS ADDITION; THENCE NORTH 02°33'11" EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 52.39 FEET TO A 2.25" PIPE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 87°19'51" EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 139.52 FEET TO A 5/8" REBAR AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 02°24'56" EAST, A DISTANCE OF 676.14 FEET TO A 5/8" REBAR WITH CAP (LS 1759); THENCE SOUTH 87°18'02" EAST, A DISTANCE OF 450.38 FEET TO A 5/8" REBAR WITH CAP (LS 1759); THENCE NORTH 02°30'32" EAST, A DISTANCE OF 518.74 FEET TO A 5/8" REBAR WITH CAP (LS 1759); THENCE SOUTH 87°14'13" EAST, A DISTANCE OF 10.47 FEET TO A 5/8" REBAR WITH CAP (LS 1759); THENCE NORTH 02°24'53" EAST, A DISTANCE OF 388.94 FEET; THENCE NORTH 87°11'14" WEST, A DISTANCE OF 1118.30 FEET TO THE EAST RIGHT OF WAY OF MARTIN LUTHER KING BLVD.; THENCE SOUTH 02°22'34" WEST ALONG SAID RIGHT OF WAY, A DISTANCE OF 391.31 FEET TO A 5/8" REBAR WITH CAP (LS 1759) ON THE SOUTH RIGHT OF WAY OF SOUTHEAST 5TH ST.; THENCE NORTH 87°14'44" WEST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 452.94 FEET TO A 5/8" REBAR WITH CAP (LS 1759); THENCE SOUTH 02°34'19" WEST, A DISTANCE OF 208.70 FEET TO A 5/8" REBAR WITH CAP (LS 1759); THENCE NORTH 87°14'44" WEST, A DISTANCE OF 208.70

TO A MAG NAIL WITH WASHER (LS 1759); THENCE SOUTH 02°34'19" WEST, A DISTANCE OF 451.42 FEET; THENCE SOUTH 86°44'42" EAST, A DISTANCE OF 66.28 FEET TO A 5/8" REBAR; THENCE SOUTH 02°09'21" WEST, A DISTANCE OF 426.22 FEET TO A 5/8" REBAR WITH CAP (LS 1304); THENCE SOUTH 02°15'30" WEST, A DISTANCE OF 164.82 FEET TO A 5/8" REBAR WITH CAP (LS 1759) ON THE NORTH RIGHT OF WAY OF SOUTHEAST 8TH ST.; THENCE SOUTH 87°30'40" EAST ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 592.10 FEET TO THE POINT OF BEGINNING, CONTAINING 2,211,097 SQUARE FEET OR 50.76 ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 2, 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 R-1, Single Family Residential and I-2, Heavy Industrial 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 R-1, Single Family Residential and I-2 Heavy Industrial 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

LOT SPLIT STAFF REPORT



Lots 1-2, Kindell Subdivision

4425 SW H Street

PC Date: 7/2/2019

Reviewer: Tyler Overstreet, AICP, Senior Planner

Project Number	LS19-0022
Applicant / Current Owner	Dustin Kindell 1670 Whippoorwill Lane Bentonville AR, 72712
Site Area	+/- 19.9 acres
Current Zoning	A-1, Agricultural
Future Land Use Map Designation	Residential Estate

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

Location Map



Property Description

This approximately 20-acre property is located at 4425 SW H Street. The previously unplatted tract of land is currently zoned A-1, which exempts the property from many of the requirements of Article 600 of the Land Development Code.

Project Details

A lot split of previously unplatted property creating Lots 1 (+/- 14.9 acres) and 2 (+/- 5.0 acres) of Kindell Subdivision. The plat dedicates 25-foot utility easements along front property lines and 7.5-foot utility easements along shared lot lines.

Waivers

No waivers requested

Conclusion

This lot split does meet the minimum requirements of the subdivision regulations. Should the applicant choose to split either lot further, additional requirements of the Land Development Code (such as right-of-way dedications) shall apply.

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.

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-2 OF KINDELL
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS19-0022).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1-2 of Kindell Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on July 2, 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 1-2 of Kindell 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



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 9, 2019

Submitted by:

Ellen Norvell

Department

Planning

Phone

271-3125

ACTION REQUIRED:

A resolution to enter into a five-year agreement with Selectron Technologies, Inc. to setup texting capabilities for scheduling building inspections and viewing inspection results. The cost for the first year includes the set up fees and the annual service fees, totaling \$38,250.00. This item is in the 2019 budget in the amount of \$40,000.00. For each of the next four years, \$15,250.00 will be budgeted annually to cover the annual service fees. Total cost of this agreement is over a five year time period is \$99,250.00.

COST TO CITY:

Cost of this Request: \$38,250

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	40,000
Funds Expended to Date		
Remaining Budget		40,000
Budget Adjustment		
Remaining After Adjustment	\$	40,000

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: Mayor Stephanie Orman, City Council
From: Ellen Norvell, Interim Planning and Building Services Director
CC Date: July 9, 2019
Re: Agreement with Selectron

In the 2019 budget, Building Services budgeted \$40,000 to set up a texting application to allow builders and contractors to schedule, reschedule and cancel inspections and review inspection results in real time. This capability provides more flexibility for those needing inspections and reduces the number of phone calls to schedule inspections or check on inspection results. It improves the department's efficiency and provides a convenient service for customers.

Selectron Technologies, Inc. has provided an agreement to set up the application and provide the service for five years. The initial set up fee is \$23,000 and the annual service fee is \$15,250. The 2019 budget of \$40,000 will cover the first year cost of \$38,250. The department will budget \$15,250 annually for the next four years. The total project cost for a five-year contract is \$99,250.



Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc., an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns ("**Selectron**"), and the City of Bentonville, Arkansas ("**Licensee**").

Recitals

Whereas, as between Selectron and Licensee, Selectron is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "**Licensed Software**"; and

Whereas, Selectron wishes to grant to Licensee, and Licensee desires to obtain from Selectron, certain rights to access and use, and to permit authorized Licensee employees to access and use the Licensed Software through Selectron's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "Aggregate Data" means information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify Licensee or a particular individual, including Licensee Data that has been de-identified and anonymized and combined with data about other individuals and transactions.

1.2 "Authorized User" means an Employee that Licensee provides with access to the Licensed Software.

1.3 "Customer Tools" means the Licensed Software components and interfaces that, as described in the Documentation, are designed and intended to be accessed by customers of Licensee through an application that is set up and maintained as part of the Services and/or Licensee's website.

1.4 "Derivative Work" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that

in the absence of a license, would infringe the Intellectual Property Rights associated with such preexisting work.

1.5 "Documentation" shall mean the standard documentation for the Licensed Software, as generally provided by Selectron to its other customers.

1.6 "Employee" shall mean a then-current employee of Licensee.

1.7 "Intellectual Property Rights" shall mean all rights associated with (a) patents, designs, algorithms, and other industrial property rights; (b) works of authorship, including copyrights, "moral rights", and derivative works thereof; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, divisions, continuations, renewals, extensions, divisions, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.8 "Licensed Software" shall mean, collectively, (a) the software programs that are listed in Exhibit A and further described in Exhibit C; (b) the Documentation; and (c) any Updates.

1.9 "Licensee Data" means structured data about and identifiable to customers of Licensee, including without limitation data about transactions between such customers and Licensee, (a) that Licensee provides to Selectron to enable Selectron to provide the Licensed Software and the Services, (b) that Selectron collects from Licensee's customers to facilitate payments by those customers to Licensee, or (c) that Selectron otherwise collects or creates, including by automated means, in the course of performing the Services or providing the Licensed Software to Licensee.

1.10 "PCI Data" means Cardholder Data (including, without limitation, Primary Account Number, cardholder name, expiration date, and Service Code) and Sensitive Authentication Data (including without limitation full magnetic stripe data or the equivalent on a chip, CAV2/CVC2/CW2/CID, PINs/PIN block), as such terms are defined by the PCI Security Standards Council.

1.11 "Security Incident" means a breach of security resulting in an unauthorized third party gaining access to Licensee Data if (a) such breach creates a substantial risk of harm to Licensee or any individual(s) and (b) the Licensee Data was accessed in unencrypted, usable, or readable form or it is reasonably likely that the unauthorized third party has acquired or will acquire the decryption key or other means of converting the Licensee Data to readable or usable form.

1.12 "Services" means the outbound call management, customization, training, set-up, configuration, or other services listed in Exhibit A and further described in Exhibit C hereto, the Technical Support Services, and any other services Selectron provides to Licensee as described herein.

1.13 "Technical Support Services" means the maintenance and technical support services described in Exhibit B hereto.

1.14 "Term" shall have the meaning set forth in Section 11.1.

1.15 "Trademarks" shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; (c) such other marks and logotypes as either party may designate from time to time in writing; and (d) the goodwill connected with the use of and symbolized by any of the foregoing.

1.16 "Updates" shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to Licensed Software, including the Documentation, that may be provided or otherwise made available hereunder by Selectron to Licensee during the Term.

1.17 "Work Product" means any and all work product, deliverables, materials, drawings, works of authorship, creative works, designs, inventions, documentation, methods, processes, techniques, software, reports, or data created or developed by Selectron in the course of performing the Services or providing the Licensed Software, excluding Licensee Data.

2. Grant of License; Restrictions

2.1 Grant of License to Use Licensed Software. Subject to the terms and conditions of this Agreement, including the End User License Agreement ("EULA") attached hereto as Exhibit D which is incorporated into and made a part hereof, and the timely payment of all fees hereunder, Selectron hereby grants to Licensee a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Licensed Software solely in accordance with the Documentation and the EULA and solely for Licensee's own internal business use. Except as set forth in this Section 2.1 or the EULA, no other right or license of any kind is granted by Selectron to Licensee hereunder with respect to the Licensed Software.

2.2 Software Restrictions. Licensee hereby acknowledges and agrees that it shall not use the Licensed Software for any purpose other than the purpose for which Selectron has developed the Licensed Software, and that it shall use the Licensed Software in accordance with the EULA and all applicable laws, rules, and regulations. In the event of any violation of this Section 2.2 or the terms of the EULA by Licensee or any person Licensee provides with access to the Licensed Software (whether or not such person is an Authorized User), Selectron may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Data Restrictions. Selectron hereby acknowledges that the Licensee Data may contain sensitive, personally-identifiable information. Selectron will not disclose Licensee Data to any third-party except as required to perform its obligations under this Agreement (e.g., transmittal of PCI Data to Licensee's designated payment gateway) and will maintain and use the Licensee Data only for purposes of performing its obligations under

this Agreement. Except as otherwise expressly provided herein, Selectron will promptly delete any Licensee Data that Licensee requests in writing to be deleted (except for data retention required by law).

2.4 Rights in Aggregate Data.

Notwithstanding Section 2.3, Selectron may, (a) during the term of this Agreement, use and analyze the Licensee Data to generate Aggregate Data and (b) during and after the term of this Agreement, retain, use, publish, and otherwise disclose Aggregate Data without restriction, so long as the Aggregate Data is disclosed in a form in which it cannot be used to identify Licensee or any particular individual(s). By way of example and without creating any limitation, Selectron may analyze the Licensee Data along with data gathered from other sources to generate statistics and analytics about success rates of municipalities in collecting payments in response to application notification calls.

3. Deliverables and Services

3.1 Services. Selectron shall perform the Services described in [Exhibit A](#) and [Exhibit C](#) and the Technical Support Services described in [Exhibit B](#) in accordance with the terms of this Agreement.

3.2 Delivery, Testing, and Acceptance. All deliveries of equipment or physical goods required under this Agreement shall be F.C.A. Selectron's facilities. Selectron shall provide Licensee with the Documentation and access to the Licensed Software according to the delivery, testing, and acceptance schedule and terms and conditions set forth in [Exhibit A](#) and [Exhibit C](#). Unless a testing period of different duration is set forth in [Exhibit A](#) or [Exhibit C](#), Licensee shall have a testing period of thirty (30) days from the date of delivery of any Licensed Software, including any customized Licensed Software, to inspect and test the Licensed Software. If Licensee provides Selectron with written notice during the applicable testing period describing the Licensed Software's failure to substantially comply with the limited warranty set forth in Section 7.2 in sufficient detail to enable Selectron to reproduce such failure, the Service Fees for the non-conforming Licensed Software shall be suspended until Selectron corrects any such substantial non-conformity. If Licensee does not provide such notice during the testing period, the Licensed Software shall be deemed accepted, and Licensee's sole remedy for any non-conformance shall be the Technical Support Services provided hereunder.

3.3 Authorized Users; Licensee Identification and Passwords. Except as provided in

Section 3.4, Licensee shall not permit any person to access the Licensed Software other than Employees whom Licensee has designated as Authorized Users. Each individual natural person shall be a separate Authorized User for purposes of this Agreement. Licensee shall create or request that Selectron create unique log-in credentials, consisting of a "User Identification" and "User Password", for each individual Authorized User who shall be accessing the Licensed Software. Licensee hereby acknowledges that Licensee and its Authorized Users bear sole responsibility for protecting the confidentiality of all User Passwords and shall remain fully responsible and liable for (and Selectron shall not be responsible or liable for) any unauthorized use of any User Identifications or User Passwords. Licensee shall not share or disclose, and shall not permit any Authorized User to share or disclose, such Authorized User's log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. A User Identification may not be transferred from one Authorized User to another Authorized User. Licensee shall promptly terminate (or cause to be terminated by requesting that Selectron terminate) the User Identification for any individual who ceases to be an Authorized User for any reason, including without limitation due to termination of such individual's employment with Licensee. Licensee shall promptly notify Selectron if it discovers or suspects that any log-in credentials have been accessed or used by any person other than the Authorized User to which such log-in credentials were granted, in which case Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

3.4 Customer Tools. Licensee may permit its customers to access and use the Customer Tools solely through Licensee's website and/or an application that is set up and maintained as part of the Services, and solely for the purpose of enabling such customers to (a) receive notifications sent by or on behalf of Licensee, (b) make payments to Licensee, (c) view their invoices from Licensee and history of payments to Licensee, and (d) update their contact information with Licensee.

3.5 Hosting. During the Term, Selectron and/or its designees shall host and maintain the Licensed Software, and provide access thereto, subject to the terms and conditions of this Agreement and the EULA.

3.6 Updates, Maintenance, and Technical Support. During the Term, Selectron shall provide Licensee with Updates as they are made generally available by Selectron to its other customers, as well as

maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Selectron hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.7 Other Modifications to the Licensed Software. Licensee understands and agrees that Selectron may make modifications and updates to the Licensed Software from time to time. Selectron may determine in its sole discretion whether to provide such modifications and updates to Licensee and its other customers as an Update hereunder, or whether such modifications and updates will be issued as a separate or new product or premium version of the Licensed Software that is available only at an additional charge.

3.8 Further Licensee Obligations. Licensee shall be solely responsible for acquiring and maintaining, at its own expense, the necessary equipment and Internet and telecommunication services required to access the Licensed Software and the Services. Licensee acknowledges that Selectron shall have no obligation to assist Licensee in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

4.1 Service Fees. Licensee shall pay to Selectron service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A. In addition to the payment of Service Fees, unless different terms are provided for in Exhibit A, Licensee agrees to reimburse Selectron for all actual, documented and reasonable travel and out-of-pocket expenses incurred by Selectron in connection with the performance of any Services.

4.2 Payment Terms. Unless different payment terms are set forth in Exhibit A, all fees and expenses payable hereunder shall be due thirty (30) days from the date of invoice, and any amounts not paid when due will incur late fee charges at the rate of 1.5% per month, or the maximum rate permitted by applicable law, whichever is lower, calculated on a daily basis. If any amounts are past due and outstanding, Selectron reserves the right to suspend the licenses granted hereunder, suspend access to the Licensed Software, and discontinue the Services until all outstanding amounts are paid. Selectron is entitled to recover all costs of collection, including attorney's fees and related expenses.

4.3 Disputed Amounts. Any disputed charges must be presented by Licensee to Selectron in writing within fifteen (15) days of the date of invoice, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice within fifteen (15) days of Selectron's receipt of Licensee's written notice of dispute. In the event Licensee disputes any amounts invoiced by Selectron in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in Licensee's favor, a credit will be issued by Selectron to Licensee on the next invoice.

4.4 Fee Increases. During the Initial Term, the Service Fees set forth in Exhibit A shall apply. After the Initial Term (as defined in Section 11.1 below), Selectron may increase or change its fees by providing Licensee with notice of such increase or change at least ninety (90) days prior to the effective date of such increase or change. Licensee's sole alternative to such fee increase or change shall be to terminate this Agreement by providing notice of termination to Selectron within twenty (20) days after receipt of the notice of price increase or change, which termination will become effective thirty (30) days after such written notice of termination.

4.5 Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Licensee shall pay, indemnify, and hold Selectron harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other taxes or governmental charges of any nature, including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Licensee and any services rendered to Licensee; provided, however, that Licensee shall not be responsible for paying any taxes imposed on, or with respect to, Selectron's income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Proprietary Rights

As between Selectron and Licensee, Selectron and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights in and to the Licensed Software and any Work Product resulting from performance of the Services and any portions thereof, including without limitation any copy or Derivative Work of the Licensed Software (or any portion thereof) and any Updates and upgrades thereto. Licensee agrees to take any action reasonably requested

by Selectron to evidence, maintain, enforce, or defend the foregoing. Licensee shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Selectron's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software and any Work Product are licensed, not sold, and Licensee shall have only those rights in and to the Licensed Software and Work Product and any Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement, including the EULA.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the disclosing party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "**receiving party**") may disclose Proprietary Information of the other party (the "**disclosing party**") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "**Representatives**") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 6 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "**Proprietary Information**" belonging to a disclosing party includes, but is not limited to, such disclosing party's (a) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (b) information regarding its plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; (c) information regarding the skills and compensation of employees, and (d) other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Proprietary Information includes reports, analyses, notes, and other information or materials that contain or are derived using the disclosing party's Proprietary Information, even if developed in whole or in part by the receiving party.

For clarity, information about the Licensed Software, including information about its features, functionality, and pricing, are and shall remain the Proprietary Information of Selectron. For further clarity, Licensee Data is and shall remain the Proprietary Information of Licensee.

Notwithstanding the foregoing, information will not be considered to be Proprietary Information if (a) it is readily available to the public other than by a breach of this Agreement; (b) it has been rightfully received by the receiving party from a third party without confidentiality limitations; (c) it has been independently developed by the receiving party without reference to or use of the disclosing party's Proprietary Information; or (d) it was rightfully known to the receiving party prior to its first receipt from the disclosing party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate, municipal, or governmental powers, as the case may be (b) has been duly authorized by all necessary corporate, municipal, or governmental action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any law, regulation, judgment, decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Software Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron represents and warrants to Licensee that the Licensed Software, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation. If Licensee finds what it reasonably believes to be a failure of the Licensed Software to substantially conform to the functional specifications in the Documentation, and provides Selectron with a written report that describes such failure in sufficient detail to enable Selectron to reproduce such failure, Selectron shall use commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Licensee in accordance with

Exhibit B hereto. Outside the United States, this limited warranty is only available with proof of purchase from an authorized source. EXCEPT FOR THE EXPRESS WARRANTY ABOVE, SELECTRON PROVIDES THE LICENSED SOFTWARE TO LICENSEE "AS IS" AND "AS AVAILABLE." SELECTRON MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY SELECTRON, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section states the entire liability of Selectron and the sole and exclusive remedy of Licensee with respect to any breach of the foregoing express warranty.

7.3 Limited Services Warranty and Exclusive Remedy. Subject to the limitations set forth in this Agreement, Selectron warrants that the Services shall be performed in a professional and workmanlike manner. Selectron's sole obligation, and Licensee's exclusive remedy for breach of the foregoing warranty, is that Selectron shall use its commercially reasonable efforts to re-perform the Services or otherwise cure such breach. If, in Selectron's sole judgement, curing the breach is not commercially feasible, Selectron shall credit Licensee for a portion of the fees allocable to the affected period of time that is proportionate to the period the Services or Licensee's ability to access or use the Licensed Software was impaired.

7.4 Disclaimer of Other Warranties. THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 7 AND SECTION 8.5.5 CONSTITUTE THE ONLY WARRANTIES MADE BY SELECTRON WITH RESPECT TO THE LICENSED SOFTWARE AND THE SERVICES AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. SELECTRON EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. SELECTRON DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE

LICENSED SOFTWARE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN SECTION 7 AND SECTION 8.55 OF THIS AGREEMENT.

7.5 Defects Not Covered by Warranties. Selectron shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software is caused by (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, or combination of the Licensed Software with any other materials or service, unless the combination is performed by Selectron; (b) transportation, neglect, misuse, or misapplication of the Licensed Software, or any use of the Licensed Software that is not in accordance with this Agreement, the EULA, and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, except as may be performed by Selectron; (d) failure to provide a suitable use environment for all or any part of the Licensed Software; or (e) failure to maintain systems and environments that are compatible with Updates.

8. Security

8.1 Internet Security. Selectron's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Licensee is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Selectron makes no representations or warranties to Licensee regarding (a) the security or privacy of Licensee's network environment, or (b) any third-party technologies' or services' ability to meet Licensee's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Licensee is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Licensee acknowledges and agrees that Selectron does not operate or control the Internet and that Selectron shall have no responsibility or liability in connection with a breach of security or privacy regarding the Licensed Software or information contained therein that is caused by (a) viruses, worms, Trojan horses, or other undesirable data or software; (b) unauthorized users, e.g., hackers; or (c) any other third party or activity beyond Selectron's reasonable control; in each of the foregoing cases, except to the extent caused by Selectron's breach of Section 8.4 or 8.5.

8.2 Remote Access Security. In order to enable code development and support and maintenance of the software, Selectron may require remote access capability. Remote access is normally provided by installing PC-Anywhere, ControlIT, or other industry standard remote access software. It may also be provided through a Licensee solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Licensee's responsibility to ensure that the remote access method meets Licensee's security requirements. Selectron makes no representations or warranties to Licensee regarding the remote access software's ability to meet Licensee's security or privacy needs. Selectron also makes no recommendation for any specific package or approach with regard to security. Licensee is solely responsible for ensuring a secure network environment.

8.3 Outbound Services Disclaimer. Outbound services are intended to create additional methods of communication for Licensee's employees who use the Licensed Software in support of existing processes. These services are not intended to replace all interaction with Licensee's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Licensee acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software, and Licensee acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Selectron, and that Licensee forever releases Selectron from any and all liability caused by (a) any failed call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; (b) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (c) if Licensee, Licensee's employees, or Licensee's end user suffer injury or damage due to the failure of outbound services to operate, even

though Licensee does not know what or how extensive those injuries or damages might be, unless such losses were directly attributable to Selectron's gross negligence or willful misconduct.

8.4 Privacy and Security Standards. Selectron agrees that it will gather, collect, receive, generate, store, use, maintain, transmit, process, import, export, transfer and disclose the Licensee Data substantially in compliance with applicable data protection, security, breach notification and privacy laws, rules, regulations and industry standards to which Selectron is subject. Selectron shall, at all times, use reasonable measures to protect the confidentiality of the Licensee Data in its possession or care, including technical, administrative, and physical safeguards that are appropriate given the nature of the Licensee Data.

8.5 PCI Compliance. Selectron warrants that, during the Term of this Agreement, (a) all system components, people, processes, and the cardholder data environment that are used in Selectron's collection, transmittal, or other processing of PCI Data on behalf of Licensee are and shall remain compliant with the applicable provisions of PCI DSS; and (b) Selectron PayEngine™, Selectron's proprietary payment application, is and shall remain compliant with PA-DSS. On an annual basis or upon Licensee's request, Selectron shall provide Licensee with an Attestation of Compliance or Attestation of Validation confirming such compliance.

8.6 Incident Response. In the event Selectron becomes aware of a confirmed or suspected Security Incident involving the unauthorized disclosure or theft of PCI Data, Selectron shall (a) notify Licensee, (b) cooperate in any investigation, (c) promptly take reasonable measures to prevent further unauthorized access or use of the Licensee Data, (d) cooperate with Licensee's notification to affected individuals if such notification is required by applicable law or regulation, and (e) perform all such other acts, or cooperate with Licensee's performance of all such other acts, that are required with respect to such Security Incident by applicable law or regulation.

8.7 Limited Scope of PCI Data Processing. The parties acknowledge that Selectron's sole processing of PCI Data on behalf of Licensee shall consist of (a) collecting PCI Data needed to facilitate payments to Licensee, (b) transmitting such PCI Data to a third party payment gateway designated by Licensee, and (c) receiving confirmation via the payment gateway that the payment transaction has been completed. After

transmittal of PCI Data to the payment gateway, Selectron will not retain, store, or continue to use or process such PCI Data.

8.8 Data Transfers Between Licensee and Selectron. The parties acknowledge that, to facilitate providing the Services and the Licensed Software, Selectron and Licensee shall regularly transfer Licensee Data to each other. Licensee, not Selectron, is responsible for providing and maintaining a secure file transfer protocol for such transfer of Licensee Data, and shall be responsible for maintaining the security of the system components, environment, and procedures of such file transfer protocol.

8.9 Licensee's Privacy Practices. Licensee acknowledges that the Licensee Data includes information about individuals with whom Licensee, rather than Selectron, has direct relationships. Therefore, it is Licensee's obligation, and not Selectron's obligation, to provide any privacy notices or disclosures to, and obtain any consent from, such individuals as may be required by applicable law with respect to processing of the Licensee Data by Selectron on Licensee's behalf. Licensee represents, warrants, and covenants to Selectron that (a) Licensee has the authority to transmit the Licensee Data to Selectron; and (b) Selectron's collection, storage, transmittal, and other processing of the Licensee Data on behalf of Licensee, as described in the Documentation and this Agreement, does not and will not violate any applicable laws, regulations, ordinances, contracts, policies, orders, or decrees to which Licensee is subject.

9. Indemnification

9.1 Infringement Indemnity Obligations of Selectron. Selectron shall defend any action brought against Licensee to the extent it is based on a third party claim that use by Licensee of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes or misappropriates any valid United States patent, copyright, or trade secret. Selectron shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Licensee in such action that are attributable to such claim. Licensee agrees to promptly notify Selectron of any known or suspected infringement or misappropriation of Selectron's proprietary rights of which Licensee becomes aware. Should the Licensed Software become, or be likely to become in Selectron's opinion, the subject of any claim of infringement, Selectron may, at its option (a) procure for Licensee the right to continue using the potentially

infringing materials; (b) replace or modify the potentially infringing materials to make them non-infringing; or (c) terminate this Agreement and provide Licensee with a refund equal to the set-up fees paid by Licensee, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis. This Section 9.1 states the entire liability of Selectron and the exclusive remedy of Licensee with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

9.2 Infringement Indemnity Obligations of Licensee. Selectron shall have no liability for any claim based upon (a) the use, operation, or combination of the Licensed Software with non-Selectron programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software that incorporates all Updates; (c) Licensee's or its agents' or Employees' activities after Selectron has notified Licensee that Selectron believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software that are not specifically authorized in writing by Selectron; (e) any third party software; (f) any Licensee Data; or (g) Licensee's breach or alleged breach of this Agreement. Licensee shall indemnify, defend, and hold Selectron harmless for, from and against all liabilities, costs, damages, and expenses (including reasonable attorney's fees) awarded against or incurred by Selectron in such action(s) that are attributable to such claim.

9.3 Security Related Indemnity Obligations of Selectron. If an investigation performed by a qualified third party forensic investigator confirms that a Security Incident was caused solely by an act or omission of Selectron, including any security vulnerability in system components, procedures, or environments owned or controlled by Selectron, then Selectron shall defend, indemnify, and hold harmless Licensee for, from and against all liabilities, costs, damages, fines, penalties, and expenses (including reasonable attorney's fees) incurred by Licensee as a result of such Security Incident, including the reasonable costs of investigation and reasonable costs of notification to affected individuals and providing credit monitoring or other fraud prevention services, but only to the extent such notification, credit monitoring, or other fraud prevention services are required by applicable laws, regulations, a court order or consent decree, or the terms of a settlement and release of claims arising from such Security Incident that Selectron has consented to (collectively, "Losses").

9.4 Security Related Indemnity Obligations of Licensee. Selectron shall have no liability or obligation to defend or indemnify Licensee with respect to any Losses caused by Licensee's breach of Sections 8.8 or 8.9 or any Security Incident to the extent caused in whole or in part by an act or omission of Licensee or any third party (other than Selectron's subcontractors) or any of their affiliates, employees, directors, officers, agents, or contractors (other than Selectron), including without limitation any of the following acts or omissions: (a) their loss of control of any device, (b) their failure to maintain the confidentiality of log-in credentials, (c) their transmission of data via methods that are not secure, (d) their failure to maintain systems and environments that are compatible with any Update, (e) their violation of the applicable terms of this Agreement or any applicable laws, regulations, or industry standards, or (f) any vulnerability in their environment, systems, hardware, software, or physical or administrative security safeguards or procedures, including without limitation any vulnerability in the file transfer protocol maintained by Licensee pursuant to Section 8.8. Licensee shall indemnify, defend, and hold harmless Selectron for, from and against all Losses arising from any such Security Incident or Licensee's breach of Sections 8.7 or 8.8, including without limitation any expenses incurred by Selectron in complying with its obligations under Section 8.6.

9.5 Conditions for Indemnification. The parties' indemnification obligations hereunder shall apply only if (a) the party to be indemnified (the "indemnatee" notifies the party obligated to indemnify them (the "indemnitor") in writing of a claim promptly upon learning of or receiving the same; and (b) the indemnatee provides the indemnitor with reasonable assistance requested by the indemnitor, at the indemnitor's expense, for the defense and settlement, if applicable, of any claim. The indemnatee's failure to perform any obligations or satisfy any conditions under this Section 9.5 shall not relieve the indemnitor of its obligations hereunder except to the extent that the indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

9.6 Control of Defense. After receipt of notice of a claim, the indemnitor shall be entitled, if it so elects, at its own cost, risk and expense (a) to take control of the defense and investigation of such lawsuit or action; and (ii) to employ and engage attorneys of its own choice to handle and defend the same; *provided, however*, that the indemnatee's consent shall be required for any settlement that does not include a full release of all claims. If the indemnitor fails to assume the defense of such claim within ten (10) business days after receipt of notice of the

claim, the indemnatee will (upon delivering notice to such effect to the indemnitor) have the right to undertake, at the indemnitor's cost and expense, the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnitor; provided, however, that such claim shall not be compromised or settled without the written consent of the indemnitor. The party that assumes control of the defense of the claim will keep the other party reasonably informed of the progress of any such defense, compromise or settlement. Notwithstanding the foregoing, the indemnatee shall be entitled to conduct its own defense at the cost and expense of the indemnitor if the indemnatee establishes that the conduct of its defense by the indemnitor would reasonably be likely to prejudice materially the indemnatee due to a conflict of interest between the indemnatee and the indemnitor; and provided further that in any event, the indemnatee may participate in such defense at its own expense.

10. Limitation of Liability

10.1 Limited Remedy. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SELECTRON OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR, OR BE OBLIGATED TO INDEMNIFY LICENSEE FOR, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF SELECTRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Selectron's entire liability arising from or relating to this Agreement or the subject matter hereof, under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Selectron from Licensee hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Licensee acknowledges that the Service Fees reflect the allocation of risk set forth in this Agreement and that Selectron would not enter into this Agreement without the limitations on liability set forth in this Agreement.

11. Term and Termination

11.1 Term. The term of this Agreement shall commence on the Effective Date and continue for an initial period of five (5) years therefrom (the "Initial Term"), and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew at least ninety (90) days before the end of the then-current term (collectively, the "Term"). If Licensee cancels prior to the end of the Initial Term of five (5) years, all fees for the Initial Term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60) day-period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Licensee breaches the EULA or Sections 2.2, 5 and/or 6 of this Agreement, Selectron may immediately terminate this Agreement. Licensee shall notify Selectron within twenty-four (24) hours of Licensee's becoming aware of any breach (other than by Selectron) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Licensee hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Licensee shall, at its sole expense, return to Selectron (or destroy, at Selectron's sole election) all Licensed Software and

Proprietary Information of Selectron (and all copies, summaries, and extracts thereof) then in the possession or under the control of Licensee and its current or former employees. Licensee shall furnish to Selectron an affidavit signed by an officer of Licensee certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of liability for breaches occurring prior to the effective date of such termination. Any provisions that would reasonably be expected by the parties to survive termination of this Agreement shall survive such termination, including without limitation the provisions of the EULA and Sections 1 ("Definitions"), 2.2 ("Software Restrictions"), 2.3 ("Data Restrictions"), 2.4 ("Rights in Aggregate Data"), 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions").

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of) (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth on the signature page below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 12.1).

12.2 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute

regarding this Agreement must be brought in the state or federal courts located in Benton County, Arkansas, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and reasonable attorney fees paid or incurred.

12.5 Injunctive Relief. In the event that Licensee breaches any provision of the EULA or Sections 2, 5, or 6 or any other material provision of this Agreement, Licensee acknowledges and agrees that there may be no adequate remedy at law to compensate Selectron for such breach, that any such breach may result in irreparable harm to Selectron that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Selectron shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Selectron may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder, operate as a waiver of any right or remedy.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, and reformed without further action by the parties, to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Licensee agrees that Section 7.4 will remain in

effect notwithstanding the unenforceability of any other provision hereof.

12.8 Independent Contractor Relationship. Selectron's relationship with Licensee will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Licensee is not an agent of Selectron and is not authorized to make any representation, contract, or commitment on behalf of Selectron, or to bind Selectron in any way. Selectron is not an agent of Licensee and is not authorized to make any representation, contract, or commitment on behalf of Licensee, or to bind Licensee in any way. Selectron will not be entitled to any of the benefits that Licensee may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Licensee shall cooperate with Selectron so that Selectron may issue a press release concerning this Agreement; provided, however, Selectron may not release any such press release without the prior approval of Licensee (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Selectron shall have the right to use Licensee's name as a customer reference, and to use Licensee's trade name on Selectron's customer lists.

12.11 U.S. Government Rights. (a) The Licensed Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent

with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software are licensed to any U.S. Government End Users (i) only as a commercial item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Licensee is a governmental entity, all other state and local governments within Licensee's state may purchase a license from Selectron to use the Licensed Software under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Selectron.

12.12 Export Controls. The Licensed Software is subject to the export control laws of the United States and other countries. Licensee may not export or re-export the Licensed Software, unless Licensee has first obtained Selectron's prior written permission and the appropriate United States and foreign government licenses, at Licensee's sole expense. Licensee must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software. None of the Licensed Software may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Licensee represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Licensee shall defend, indemnify and hold Selectron and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without

limitation attorneys' fees and costs) arising out of Licensee's violation of such export control laws. Licensee further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 Captions and Section Headings. The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

12.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.15 Modification; Subsequent Terms. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Selectron and Licensee. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the Agreement ("Subsequent Terms") differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Licensee to Selectron will not modify the terms and conditions of this Agreement.

12.16 Entire Agreement; Amendment. This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

SELECTRON TECHNOLOGIES, INC.

LICENSEE

By: _____
Signature

By: _____
Signature

Name: Todd A. Johnston

Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Address: 12323 SW 66th Avenue
Portland, OR 97223

Address: _____

EXHIBIT A
Scope of Work

RELAY MANAGED SERVICES WITH SelecTXT & RCS Outbound		TOTAL
SelecTXT SETUP FEE		\$15,000
RCS Outbound SETUP FEE		\$8,000
TOTAL ONE TIME SETUP FEE		\$23,000
 SelecTXT ANNUAL PLATFORM FEE		 \$6,250
SelecTXT SMS Annual Message Bundle 40,000		\$3,000
RCS Outbound Message Bundle 20,000		\$6,000

*Pricing above assumes a 5 year contract

Yearly Investment Rollup

	Year 1	Year 2	Year 3	Year 4	Year 5
System Setup Cost	\$23,000	-	-	-	-
Annual SelecTXT Platform Fee	\$6,250	\$6,250	\$6,250	\$6,250	\$6,250
SelecTXT Message Bundle 40K	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
RCS Outbound Message Bundle 20K	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
YEARLY TOTAL	\$38,250	\$15,250	\$15,250	\$15,250	\$15,250

MANAGED SERVICES APPLICATION SCOPE & ASSUMPTIONS

- Channels:
 - SelecTXT & RCS Outbound
- Functionality SelecTXT:
 - Allows contractors and users to manage their inspection requests and results from a mobile device
 - Schedule, Reschedule and Cancel inspection dates via an interactive text message conversation
 - View inspection results
 - Provides both simple step-by-step menu-driven and "power user" entries
 - Scheduling, rescheduling and cancelling inspections requires a text message "conversation" back and forth between the application and the mobile user, where the application requests specific permit-related information and the mobile user provides responses. A conversation consists of multiple text messages for each inspection request process.
- Application Database Integration: Superior TRAKIT
 - Integration to Superior requires appropriate ports enabled within network and VPN connectivity, as determined is necessary during the system implementation.
- Telephone Number: IVR service requires a local-to-customer phone number. SelecTXT requires a local-to-customer phone number. Selectron can either use an existing number provided by customer, or obtain and provide a number if needed.
- Functionality RCS Outbound:
 - English Notifications with Spanish Add On Option for Dynamic Notifications
 - Static Notification: General Information/ non-account specific messages that are configured and recorded by the Customer.
 - Dynamic Notifications: Account-specific message created by Selectron that utilizes account specific information that is accessed through a real-time interface OR a flat file provided by the City of Bentonville, AR. Dynamic Notifications to be created for Bentonville include:
 - **Automatic Results Notification for Inspections**
 - **Automatic Delinquency Notification for Utilities from CX**
 - Flat file information, consisting of call lists and account information, can be uploaded directly on the RCS website or automatically placed and uploaded via an FTP site.
 - RCS Outbound has a web-based interface to configure and send messages as campaigns. Campaigns are initiated by the Customer; however some Target Notifications are automated based on system data.

Outbound messages are purchased in annual message bundles. Messages, as defined by the agreement, that are not used rollover to the next qualifying renewal. The rollover messages from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover messages from the prior period expire.

A qualifying renewal is one that is equal to or greater than the previous period. If customer chooses to reduce their annual plan renewal, rollover messages do not apply.

Required Items Not Included with Relay

- Host interface components must be installed and functioning prior to development
- Customer must provide a certificate that Selectron can install on the web server, which allows us to provide a website that is on the Customer domain

SELECTRON MANAGED SERVICES PRICING & PAYMENT INFORMATION

Pricing does not include additional application integration charges that may be required as part of this solution. This includes Application Vendor API, user, or implementation fees, additional licensing fees, or other surcharges directly or indirectly charged by or remitted to the Application Vendor.

SETUP FEE PAYMENT SCHEDULE

100% Invoiced at time of execution of contracts

ANNUAL MANAGED SERVICE FEE & CALL FEE PAYMENT SCHEDULE

100% Invoiced 45 days prior to beginning of next service year

* Per call overage fees are charged monthly after included call limit has been reached

TAXES

Sales Tax or any other applicable taxes are **NOT** included in any of this proposal's pricing information. If taxes become applicable, these taxes will then need to be added to the proposed pricing.

PAYMENT TERMS

Terms are net 30 from date of invoice. Past due invoices are subject to a 1.5% per month late fee. All presented pricing is in US Dollars.

VENDOR INFORMATION

Selectron Technologies, Inc.

12323 SW 66th Avenue

Portland, OR 97223

Ph: 503.443.1400 Fax: 503.443.2052

EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Selectron shall provide for Licensee.

I. Definitions

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

- A. **"Error"** means any failure of the Licensed Software to conform in any material respect with the Documentation.
- B. **"Error Correction"** means either a bug fix, patch, or other modification or addition that brings the Licensed Software into material conformity with the Documentation.
- C. **"Priority A Error"** means an Error that renders Licensed Software inoperative or causes a complete failure of the Licensed Software, as applicable.
- D. **"Priority B Error"** means an Error that substantially degrades the performance of Licensed Software, as applicable, or materially restricts Licensee's use of the Licensed Software, as applicable.
- E. **"Priority C Error"** means an Error that causes only a minor impact on Licensee's use of Licensed Software, as applicable.

II. Error Reporting and Resolution

A. **Error Reporting.** Selectron shall provide Licensee with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Selectron's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Selectron holidays.

B. **Licensed Software Error Resolution.** Selectron shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Licensee in accordance with Section II(A) of this Exhibit B; (b) make available to Licensee any Error Corrections that are made available by such Vendor(s) to Selectron promptly after such Error Corrections are delivered to Selectron; and (c) update Licensee with respect to the progress of the resolution of all Licensed Software Errors.

C. **Error Resolution.** Licensee shall report all Errors in the Licensed Software to Selectron in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Selectron shall use commercially reasonable efforts to correct any Error in the Licensed Software reported by Licensee, in accordance with the priority level actually assigned by Selectron to such Error, as follows:

1. **Priority A Errors.** In the event of a Priority A Error, Selectron shall, within two (2) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within twenty-four (24) hours of receiving Licensee's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every eight (8) hours) on the status of the Error Correction.

2. Priority B Errors. In the event of a Priority B Error, Selectron shall, within six (6) hours of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within forty-eight (48) hours of receiving Licensee's report of such Error, and an Error Correction within six (6) business days of receiving Licensee's report. Selectron shall provide Licensee with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Error Correction.

3. Priority C Errors. In the event of a Priority C Error, Selectron shall, within two (2) business days of receiving Licensee's report, commence verification of the Error. Upon verification, Selectron shall use commercially reasonable efforts to resolve the Error with an Error Correction. Selectron shall use commercially reasonable efforts to provide a workaround for the Error within six (6) business days of receiving Licensee's report of such Error, and an Error Correction within three (3) weeks of receiving Licensee's report. Selectron shall provide Licensee with periodic reports on the status of the Error Correction.

EXHIBIT C
Statement of Work

EXHIBIT D
SELECTRON TECHNOLOGIES, INC.
END USER LICENSE AGREEMENT

This End User License Agreement (this “EULA”) is part of a Master Services and Hosting Agreement (the “Master Agreement”) between Selectron Technologies, Inc., an Oregon corporation (“Selectron”, “we”, “our”, or “us”) and the person or entity identified in the Master Agreement as the Licensee purchasing Services from us (“Licensee”). This EULA governs use by Licensee and all natural persons to whom Licensee provides access to the Licensed Software (each, an “Authorized User”). In this EULA, unless the context clearly indicates otherwise, all references to “you,” or “your” means both the Licensee and the Authorized User. All capitalized terms used but not defined in this EULA have the meanings given to them in the Master Agreement.

SELECTRON PROVIDES THE LICENSED SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, SELECTRON WILL NOT AND DOES NOT LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MUST NOT USE OR ACCESS THE SOFTWARE.

1. License Grant. Subject to your strict compliance with this EULA, Selectron hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use the Licensed Software solely in accordance with the Documentation, the Master Agreement, and this EULA, for Licensee's internal business purposes. The foregoing license will terminate immediately on the earlier to occur of:

(a) the expiration or earlier termination of the Master Agreement between Selectron and Licensee; or

(b) your ceasing to be authorized by Licensee to use the Licensed Software for any or no reason.

2. Scope of License. Subject to and conditioned upon Licensee's timely payment of the fees set forth in the Master Agreement and your strict compliance with all terms and conditions set forth in this EULA and the Master Agreement, you have a limited right and license to:

(a) Use and access the Licensed Software in accordance with this EULA and the Documentation, solely for Licensee's internal business purposes.

(b) Download, display, and use the Documentation, solely in support of Licensee's use and access of the Licensed Software in accordance herewith.

(c) Download, display, copy, use, and create derivative works of reports and structured data generated using the Licensed Software, solely for Licensee's internal business purposes.

3. Copies. All copies of the Licensed Software and Documentation made by you:

(a) Will be the exclusive property of Selectron;

(b) Will be subject to the terms and conditions of the Master Agreement and this EULA; and

(c) Must include all trademark, copyright, patent and other intellectual property rights notices contained in the original.

4. Use Restrictions. You shall not, directly or indirectly:

(a) Use the Licensed Software beyond the scope of the license granted in the Master Agreement and Section 2 of this EULA;

(b) Copy all or any portion of the Licensed Software, except as expressly permitted in Section 2 of this EULA;

(c) Decompile, disassemble, decode, or otherwise reverse engineer the Licensed Software, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or any portion thereof;

(d) Modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or any part thereof;

(e) Provide any other person, including any subcontractor, independent contractor, affiliate, service provider, or other employee of Licensee, with access to or use of the Licensed Software, except as expressly permitted by the Master Agreement or this EULA;

(f) Distribute, disclose, market, rent, lease, lend, sell, timeshare, sublicense, assign, distribute, pledge, publish, transfer or otherwise make available the Licensed Software or any features or functionality of the Licensed Software, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service, except as expressly permitted by the Master Agreement or this EULA;

(g) Use the Licensed Software for the commercial or other benefit of a third party;

(h) Permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party;

(i) Remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices, legends, symbols, or labels appearing on or in the Licensed Software, including any copy thereof;

(j) Perform, or release the results of, benchmark tests or other comparisons of the Licensed Software with other software or materials;

(k) Incorporate the Licensed Software or any portion thereof into any other materials, products, or services, except as expressly permitted by the Master Agreement or this EULA;

(l) Use the Licensed Software for any purpose other than in accordance with the terms and conditions of this EULA and the Master Agreement.

(m) Use the Licensed Software in, or in association with, the design, construction, maintenance or operation of any hazardous environments or systems, including (i) power generation systems; (ii) aircraft navigation or communication systems, air traffic control systems or any other transport management systems; (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications or

any police, fire or other safety response systems; (iv) military or aerospace applications, weapons systems or environments;

(n) Use the Licensee Data or the Licensed Software in any way that is fraudulent, misleading, or in violation of any applicable laws or regulations (including federal, state, local, and international laws and regulations), including but not limited to export or import control laws, information privacy laws, and laws governing the transmission of commercial electronic messages; or

(o) Use the Licensed Software for purposes of competitive analysis of the Licensed Software, the development of a competing software product or service or any other purpose that is to Selectron's commercial disadvantage.

5. Collection and Use of Information. Selectron may, directly or indirectly through the services of others, including by automated means and by means of providing maintenance and support services, collect and store information regarding your use of the Licensed Software, its performance, the equipment through which the Licensed Software accessed and used, such as dates and times of use by each Authorized User, activities conducted using the Licensed Software, the type of web browser used to access the Licensed Software, the operating system/platform you are using, your IP address, and your CPU speed. You agree that the Selectron may use such information for any purpose related to the Licensed Software, including but not limited to improving the performance of the Licensed Software, developing Updates, and verifying compliance with the terms of this Agreement and enforcing Selectron's rights, including all intellectual property rights in and to the Licensed Software.

6. Intellectual Property Rights. You acknowledge that the Licensed Software is provided under license, and not sold, to you. You do not acquire any ownership interest in the Licensed Software under this EULA or the Master Agreement, or any other rights to the Licensed Software other than to use the Licensed Software in accordance with the license granted under this EULA and the Master Agreement, subject to all terms, conditions and restrictions contained therein and herein. Selectron reserves and shall retain its entire right, title and interest in and to the Licensed Software and all intellectual property rights arising out of or relating to the Licensed Software, subject to the licenses expressly granted in the Master Agreement and this EULA. You shall use commercially reasonable efforts to safeguard all Licensed Software (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access.

7. Login Credentials. You, the Authorized User, shall not share or disclose your log-in credentials with or to any other individual or entity, even if such other individual is also an Authorized User. If you discover or suspect that log-in credentials of any Authorized User have been accessed or used by anyone other than the individual to whom such log-in credentials were originally granted, you will promptly notify Selectron, and Selectron shall promptly reset or provide Licensee with a means of resetting the password associated with such log-in credentials.

8. Export Regulation. The Licensed Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Licensed Software to, or make the Licensed Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Licensed Software available outside the US.

9. Governing Law. This EULA shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Arkansas.

RESOLUTION NO. _____

AN RESOLUTION AUTHORIZING THE MAYOR AND THE CITY
CLERK TO ENTER INTO AN AGREEMENT WITH SELECTRON
TECHNOLOGIES, INC TO SETUP AND SERVICE TEXTING
CAPABILITIES FOR SCHEDULING BUILDING INSPECTIONS.

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

Section 1. That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Selectron Technologies, Inc. to setup and service texting capabilities for scheduling building inspections and viewing results, and waiving the requirement of competitive bidding, in the amount of \$38,250 for year one and \$15,250 annually for years two through five, as set forth in the proposal attached hereto as Exhibit "A."

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	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

July 9, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a access and utility easement requested for Lot 1 of Merchant Place Subdivision, to the City of Bentonville, Arkansas, Benton County, Arkansas. (701 South Main)

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





VAC19-0020
Proposed Easement Vacation

1 inch = 62 feet



ORDINANCE NO _____

AN ORDINANCE VACATING AN ACCESS AND UTILITY EASEMENT LOCATED AT LOT 1 OF MERCHANT PLACE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by CEI Engineering asking the City Council to vacate an access and utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of the Southeast Quarter of the Northeast Quarter of Section 31, Township 20 North, Range 30

West in Benton County, Arkansas and being the Variable Width Access & Utility Easement across Lot 1 of Merchant Place Subdivision dedicated per the Property Line Adjustment recorded in Plat Book 2006, Pages 1473 & 1474 in the public records of Benton County, Arkansas and being described as follows:

BEGINNING at a 5/8" rebar with cap (LS #1337) at the Southwest corner of said Lot 1;
THENCE South 87°42'50" East along the South line of said Lot 1, a distance of 153.20 feet to a 5/8" rebar with cap (LS #1337) at the Southeast corner of said Lot 1;
THENCE along the East line of said Lot 1 the following five (5) calls:
North 02°21'29" East, a distance of 31.97 feet to a 5/8" rebar with cap (LS #1337);
South 87°42'50" East, a distance of 17.50 feet to a 1/2" rebar with cap (LS #1466);
North 02°14'09" East, a distance of 75.05 feet to a 1/2" rebar with cap (LS #1466);
North 87°42'50" West, a distance of 17.50 feet to a 5/8" rebar with cap (LS #1337);
North 02°17'11" East, a distance of 57.98 feet to a 5/8" rebar with cap (LS #1181) at the Northeast corner of said Lot 1;

THENCE North 87°42'50" West along the North line of said Lot 1, a distance of 153.07 feet to a 1/2" rebar with cap (LS #1466) at the Northwest corner of said Lot 1;
THENCE South 02°19'17" West along the East right of way South Main Street, a distance of 9.50 feet;
THENCE South 87°42'50" East, a distance of 120.07 feet;
THENCE South 02°14'09" West, a distance of 117.00 feet;
THENCE North 87°42'50" West, a distance of 120.18 feet to the East right of way of South Main Street;
THENCE South 02°19'17" West along said right of way, a distance of 38.50 feet to the POINT OF BEGINNING, containing 12,528 square feet or 0.29 acres, more or less.

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 utility easement.

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 access and utility easement designated as follows:

Part of the Southeast Quarter of the Northeast Quarter of Section 31, Township 20 North, Range 30

West in Benton County, Arkansas and being the Variable Width Access & Utility Easement across Lot 1 of Merchant Place Subdivision dedicated per the Property Line Adjustment recorded in Plat Book 2006, Pages 1473 & 1474 in the public records of Benton County, Arkansas and being described as follows:

BEGINNING at a 5/8" rebar with cap (LS #1337) at the Southwest corner of said Lot 1;
THENCE South 87°42'50" East along the South line of said Lot 1, a distance of 153.20 feet to a 5/8" rebar with cap (LS #1337) at the Southeast corner of said Lot 1;
THENCE along the East line of said Lot 1 the following five (5) calls:
North 02°21'29" East, a distance of 31.97 feet to a 5/8" rebar with cap (LS #1337);
South 87°42'50" East, a distance of 17.50 feet to a 1/2" rebar with cap (LS #1466);
North 02°14'09" East, a distance of 75.05 feet to a 1/2" rebar with cap (LS #1466);
North 87°42'50" West, a distance of 17.50 feet to a 5/8" rebar with cap (LS #1337);
North 02°17'11" East, a distance of 57.98 feet to a 5/8" rebar with cap (LS #1181) at the Northeast corner of said Lot 1;

THENCE North 87°42'50" West along the North line of said Lot 1, a distance of 153.07 feet to a 1/2" rebar with cap (LS #1466) at the Northwest corner of said Lot 1;
THENCE South 02°19'17" West along the East right of way South Main Street, a distance of 9.50 feet;
THENCE South 87°42'50" East, a distance of 120.07 feet;
THENCE South 02°14'09" West, a distance of 117.00 feet;
THENCE North 87°42'50" West, a distance of 120.18 feet to the East right of way of South Main Street;
THENCE South 02°19'17" West along said right of way, a distance of 38.50 feet to the POINT OF
BEGINNING, containing 12,528 square feet or 0.29 acres, more or less.

Section 2: A copy of this Ordinance, 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**

**STEPHANIE ORMAN, 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:

July 9, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a utility easement requested for Lot 7, Block 2 of The Meadows at Woods Creek, to the City of Bentonville, Arkansas, Benton County, Arkansas.

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.

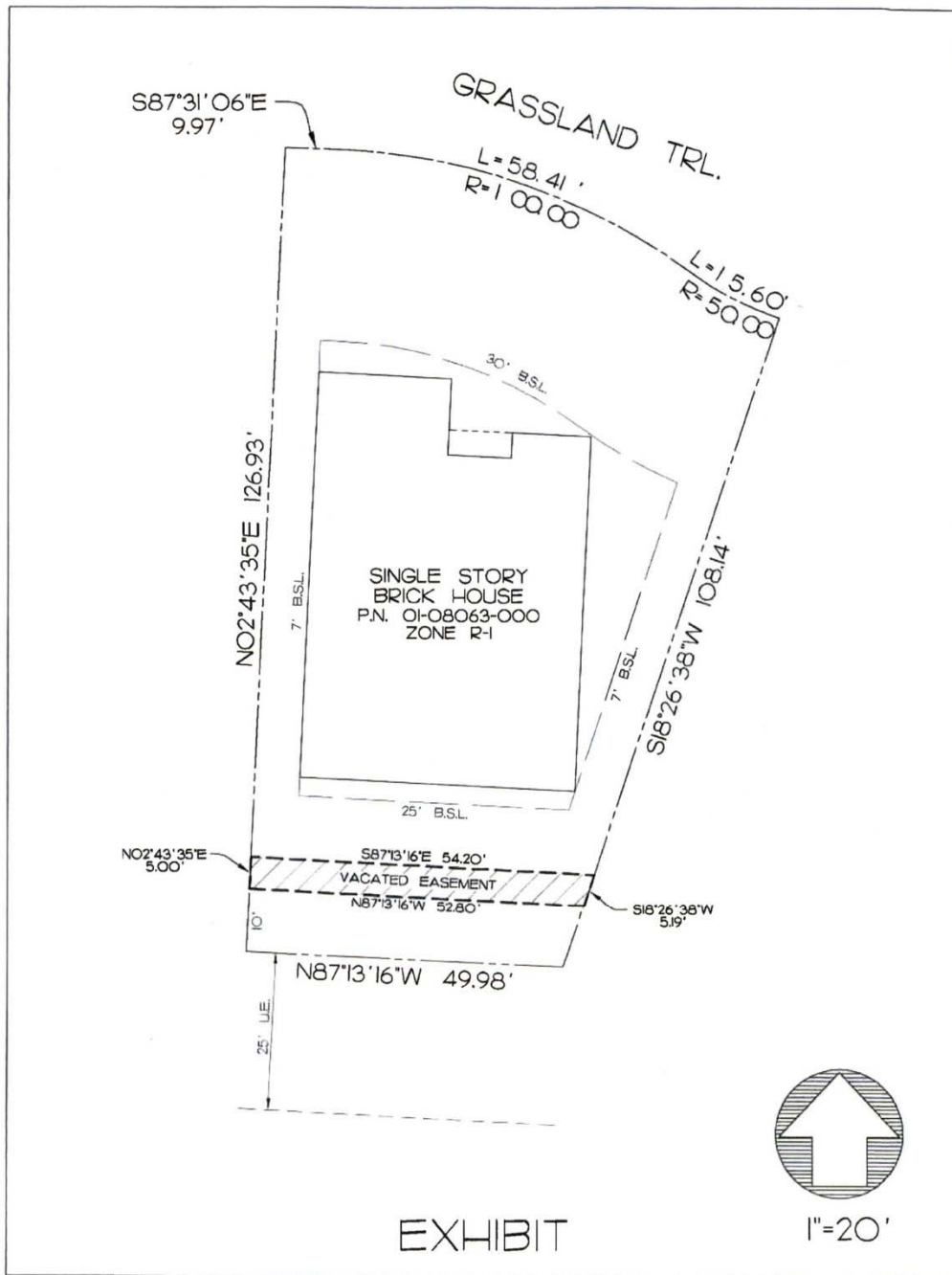
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 7,
BLOCK 2 OF THE MEADOWS AT WOODS CREEK TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Rob Caster asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

PART OF LOT 7, BLOCK 2 OF THE MEADOWS AT WOODS CREEK, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2005, PAGE 595 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID LOT 7; THENCE N02043'35"E 10.00 FEET TO THE POINT OF BEGINNING; THENCE N02 043'35"E 5.00 FEET; THENCE S87 0 13'16"E 54.20 FEET; THENCE S18 0 26'38"W 5.19 FEET; THENCE N870 13'16"W 52.80 FEET TO THE POINT OF BEGINNING, CONTAINING 267.49 SQUARE FEET.

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 utility easement.

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 a utility easement designated as follows:

PART OF LOT 7, BLOCK 2 OF THE MEADOWS AT WOODS CREEK, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2005, PAGE 595 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID LOT 7; THENCE N02043'35"E 10.00 FEET TO THE POINT OF BEGINNING; THENCE N02 043'35"E 5.00 FEET; THENCE S87 0 13'16"E 54.20 FEET; THENCE S18 0 26'38"W 5.19 FEET; THENCE N870 13'16"W 52.80 FEET TO THE POINT OF BEGINNING, CONTAINING 267.49 SQUARE FEET.

Section 2: A copy of this Ordinance and 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**

**STEPHANIE ORMAN, 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:

July 9, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a drainage and utility easement requested for Lot 1 of Lewis Foster Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.

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.

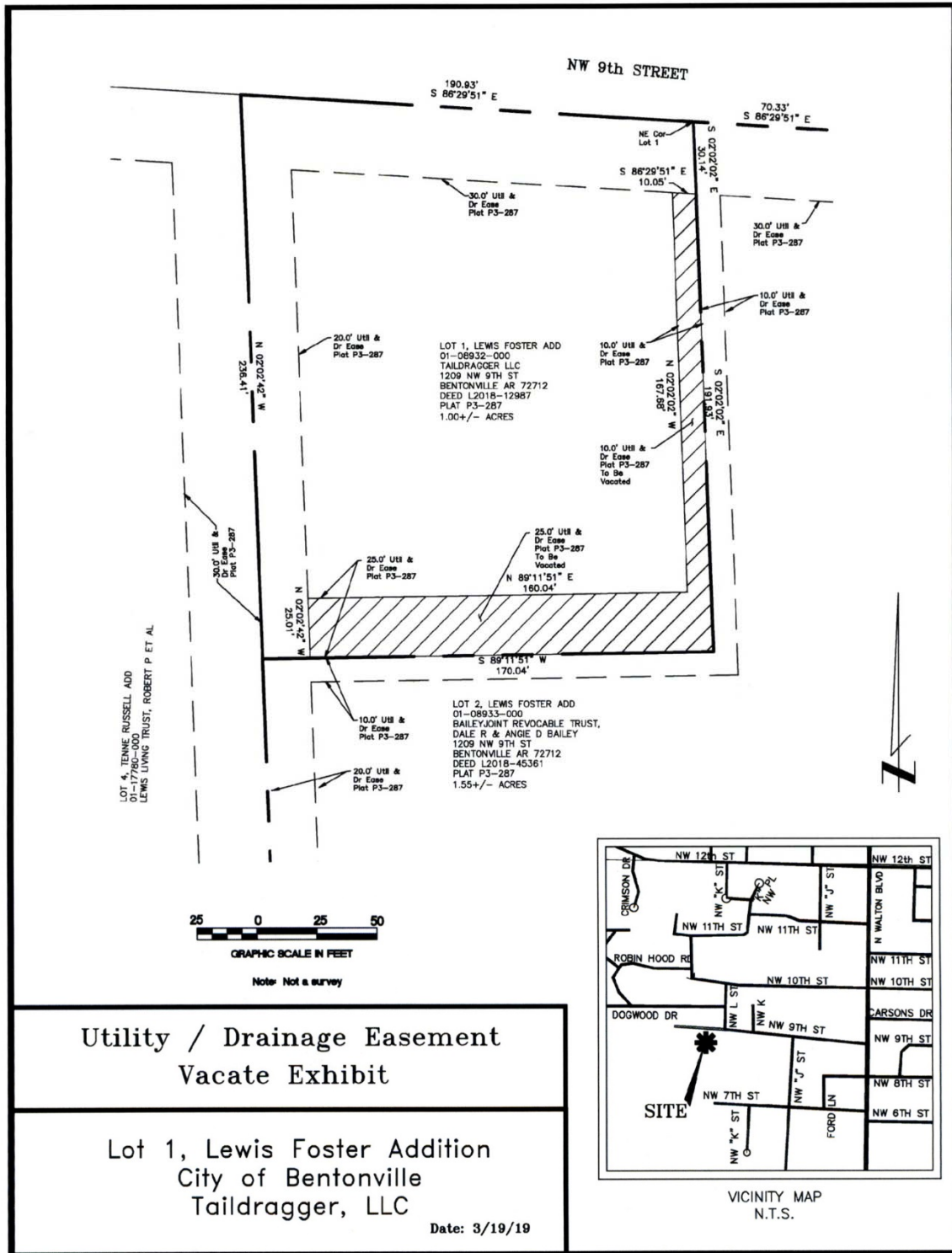
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A DRAINAGE AND UTILITY EASEMENT
LOCATED AT LOT 1 OF LEWIS FOSTER ADDITION, TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Grant Nevill asking the City Council to vacate a drainage and utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of Lot 1, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NE corner of said Lot 1, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S02°02'02"E a distance of 191.93 feet; thence S89°11'51"W a distance of 170.04 feet; thence N02°02'42"W a distance of 25.01 feet; thence N89°11'51"E a distance of 160.04 feet; thence N02°02'02"W a distance of 167.68 feet; thence S86°29'51"E a distance of 10.05 feet; to the Point of Beginning and having an area of 0.1 acres more or less.

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 drainage and utility easement.

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 a drainage and utility easement designated as follows:

Part of Lot 1, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NE corner of said Lot 1, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S02°02'02"E a distance of 191.93 feet; thence S89°11'51"W a distance of 170.04 feet; thence N02°02'42"W a distance of 25.01 feet; thence N89°11'51"E a distance of 160.04 feet; thence N02°02'02"W a distance of 167.68 feet; thence S86°29'51"E a distance of 10.05 feet; to the Point of Beginning and having an area of 0.1 acres more or less.

Section 2: A copy of this Ordinance and 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**

**STEPHANIE ORMAN, 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:

July 9, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

Public hearing and ordinance vacating a drainage and utility easement requested for Lot 2 of Lewis Foster Addition, to the City of Bentonville, Arkansas, Benton County, Arkansas.

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.

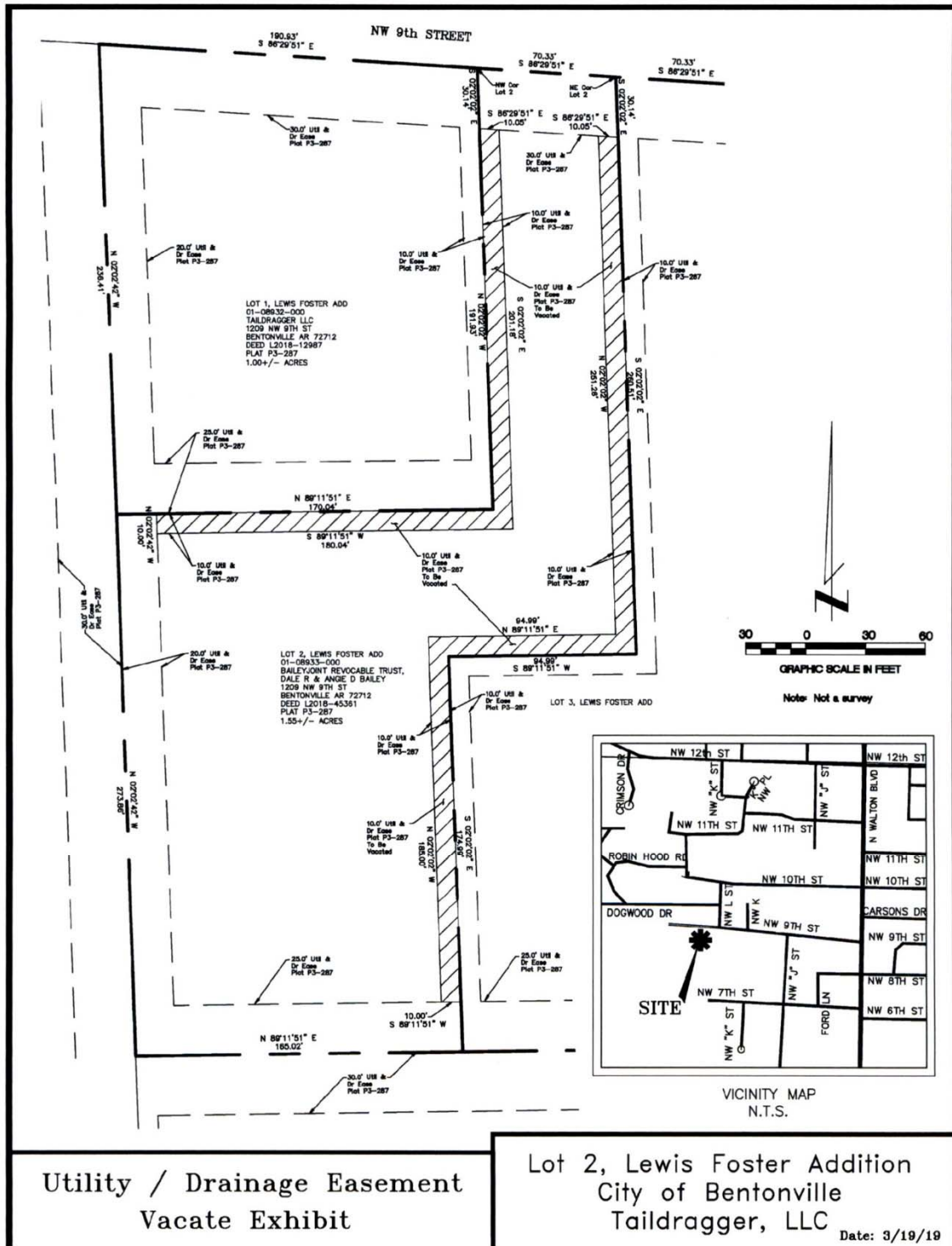
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A DRAINAGE AND UTILITY EASEMENT
LOCATED AT LOT 2 OF LEWIS FOSTER ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS.**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Grant Nevill asking the City Council to vacate a drainage and utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of Lot 2, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NE corner of said Lot 2, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S02°02'02"E a distance of 260.51 feet; thence S89°11'51"W a distance of 94.99 feet; thence S02°02'02"E a distance of 174.99 feet; thence S89°11'51"W a distance of 10.00 feet; thence N02°02'02"W a distance of 185.00 feet; thence N89°11'51"E a distance of 94.99 feet; thence N02°02'02"W a distance of 251.26 feet; thence S86°29'51"E a distance of 10.05 feet to the Point of Beginning and having an area of 0.1 acres more or less.

Part of Lot 2, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NW corner of said Lot 2, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S86°29'51"E a distance of 10.05 feet; thence S02°02'02"E a distance of 201.18 feet; thence S89°11'51"W a distance of 180.04 feet; thence N02°02'42"W a distance of 10.00 feet; thence N89°11'51"E a distance of 170.04 feet; thence N02°02'02"W a distance of 191.93 feet; to the Point of Beginning and having an area of 0.1 acres more or less.

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 drainage and utility easement.

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 a drainage and utility easement designated as follows:

Part of Lot 2, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NE corner of said Lot 2, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S02°02'02"E a distance of 260.51 feet; thence S89°11'51"W a distance of 94.99 feet; thence S02°02'02"E a distance of 174.99 feet; thence S89°11'51"W a distance of 10.00 feet; thence N02°02'02"W a distance of 185.00 feet; thence N89°11'51"E a distance of 94.99 feet; thence N02°02'02"W a distance of 251.26 feet; thence S86°29'51"E a distance of 10.05 feet to the Point of Beginning and having an area of 0.1 acres more or less.

Part of Lot 2, Lewis Foster Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Book P3 at page 287 and more particularly described as follows:

Commencing at the NW corner of said Lot 2, Lewis Foster Addition, thence S02°02'02"E a distance of 30.14 feet to the Point of Beginning; thence S86°29'51"E a distance of 10.05 feet; thence S02°02'02"E a distance of 201.18 feet; thence S89°11'51"W a distance of 180.04 feet; thence N02°02'42"W a distance of 10.00 feet; thence N89°11'51"E a distance of 170.04 feet; thence N02°02'02"W a distance of 191.93 feet; to the Point of Beginning and having an area of 0.1 acres more or less.

Section 2: A copy of this Ordinance and 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**

**STEPHANIE ORMAN, 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:

July 9, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3191

ACTION REQUIRED:

A resolution setting a public hearing for July 23, 2019 for a Street Right of Way Vacation at 604 SW 5th Street, Gilmore's Addition, requested by Sandcreek Engineering.

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





VAC19-0019
Proposed ROW Vacation

1 inch = 56 feet



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting Street Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

A PART OF THE SE¼ OF THE NW¼ OF SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE SE CORNER OF BLOCK 2 OF GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS RECORDED IN PLAT BK. A PG. 37; THENCE NORTH 87°35'27" WEST A DISTANCE OF 197.67 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 87°35'27" WEST A DISTANCE OF 12.38 FEET TO A FOUND 5/8" REBAR W/CAP (PLS1636); THENCE NORTH 02°24'05" EAST A DISTANCE 93.61 FEET TO A FOUND 5/8" REBAR W/CAP (PLS1636); THENCE SOUTH 87°19'37" EAST A DISTANCE 13.43 FEET; THENCE SOUTH 03°02'37" WEST A DISTANCE OF 93.55 FEET TO THE POINT OF BEGINNING, CONTAINING 1,208 SQ FT OR 0.028 ACRES, MORE OR LESS.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Street Right-of-Way is set for a hearing July 23, 2019 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution 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
Bentonville, Arkansas

Stephanie Orman, 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:

July 9, 2019

Submitted by:

Ellen Norvell

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for July 23, 2019 for a Drainage and Utility Easement Vacation requested for Lot 24 of Kensington Subdivision.

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.

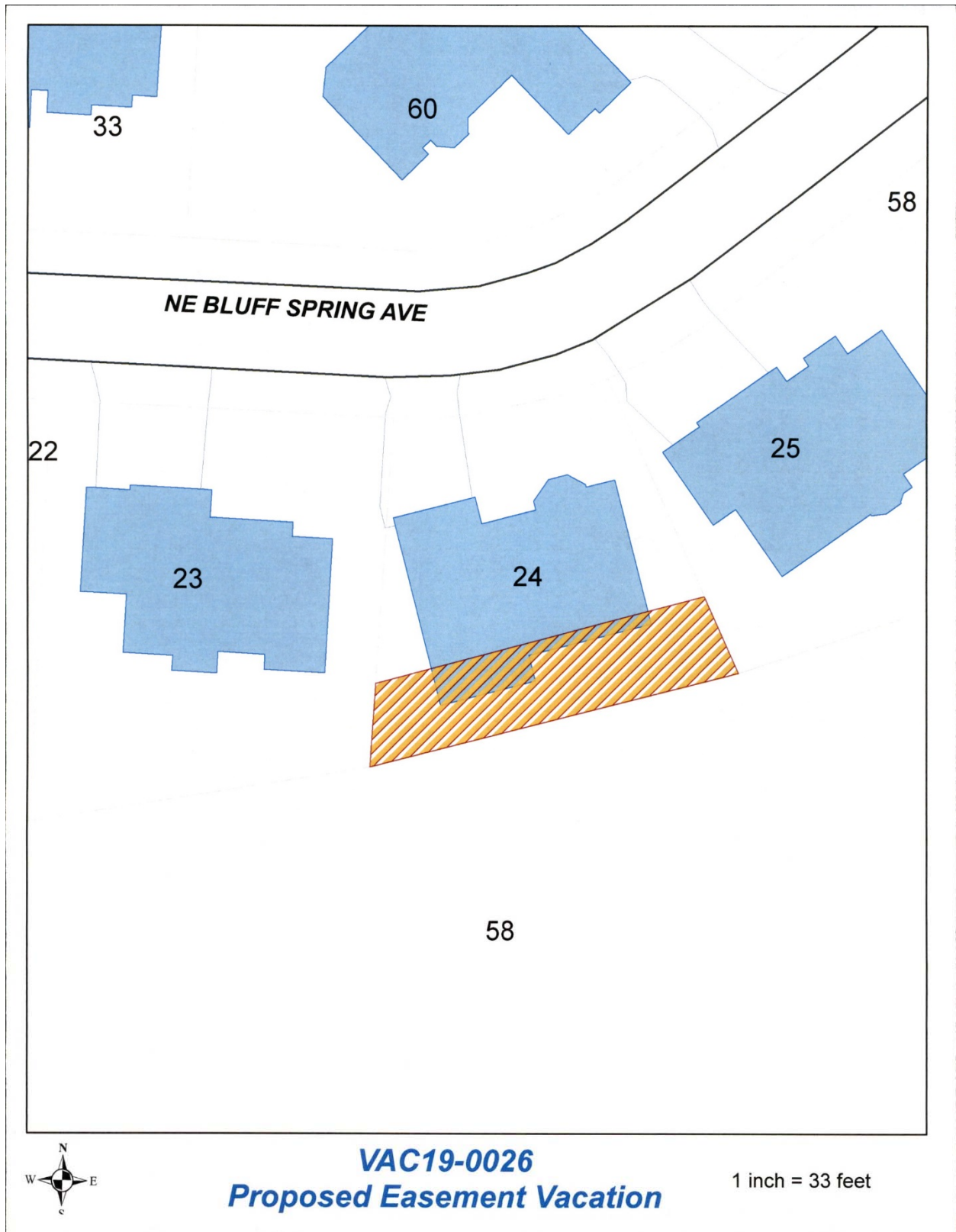
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Scott Waymire requesting drainage and utility easement vacation within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

Lot 24, Kensington Subdivision, Phase 2 as shown on Plat Record 2002 Page 157 and recorded at the Benton County Clerk's Office, Bentonville, Arkansas, and more particularly described as follows:

Beginning at the Southwest Corner of said Lot 24.
Thence N03°00'18"E, 25.00';
Thence N75°27'48"E, 101.88';
Thence S24°40'46"E, 25.00';
Thence S75°51'07"W, 113.82' to the point of beginning.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on July 23, 2019 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution 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
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-19-41
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 9, 2019

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid award of bid IFB 19-41 in the amount of \$428,784.63 to APAC Central Inc. for the City's 2019 overlay program. Please see attachments.

COST TO CITY:

Cost of this Request: 428,784.43

Additional Budget Amount 78,784.43

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	350,000
Funds Expended to Date		
Remaining Budget		350,000
Budget Adjustment		\$78,784.43
Remaining After Adjustment	\$	428,784.43

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: 6-28-2019
TO: City Council, Mayor Orman
FROM: Tony Davis, Street Manager
RE: Overlay Bid IFB 19-41

On June 19, the City received two bids for the 2019 Overlay Program. The following are the totals that both bidders have submitted:

APAC Central Inc.	\$428,784.43
Hutchens Construction	\$459,473.41

Staff has reviewed the bids and concur that the values presented are in close proximity to current market rates. The Street fund has \$350,000 in the 2019 budget currently. Staff recommends both the bid award to APAC Central Inc., and a budget adjustment to cover the additional \$78,784.43 above the 2019-budgeted amount.

Sincerely,

Tony Davis
Street Manager



BID TABULATION:
STREET OVERLAY
IFB-19-41
BID OPENING:
TUESDAY JUNE 18, 2019
at 2:00 P.M

BIDDER NAME	BID COMPLETE	AS SPECIFIED	ADDENDUM 1	5% BID GUARANTEE	TOTAL BID PRICE
APAC Central Inc.	YES	YES	YES	YES	\$ 428,784.43
Hutchens Construction	YES	YES	YES	YES	\$ 459,473.41



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

INVITATION FOR BID (IFB)
Street Overlay

Date of Issuance: **JUNE 2, 2018**

Bid Number: **IFB-18-41**

MANDATORY PRE-BID MEETING: TUESDAY, JUNE 11, 2019 AT 10:00 A.M.

Bid Opening Date: **JUNE 18, 2018**

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

Questions regarding this bid should be directed to the Purchasing Manager at screed@bentonvillear.com
All questions must be submitted prior to 5:00 P.M., June 13, 2019.

Bids must be received by the Purchasing Office prior to 10:00 A.M. June 18, 2019 in a sealed envelope, clearly marked on the outside with Bid# IFB-19-41-Street Overlay. Bids which must be opened to be identified may be rejected. Late Bids will be rejected, without exception.

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

MANDATORY PRE-BID MEETING

There will be a Mandatory Pre-Bid Meeting held on Tuesday, June 11, 2019 at 10:00 A.M. at the Bentonville Municipal Complex, located at 3200 SW Municipal Drive. The Pre-Bid Meeting will be held in the 2nd floor conference room. Bids submitted from Bidders who did not attend the Mandatory Pre-Bid Meeting will be rejected, without exception.

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:	APAC- Central, Inc.	PHONE NUMBER:	479-587-3800	FAX NUMBER:	479-521-2826
BUSINESS ADDRESS, STREETS:	755 East Millbrook	CITY:	Fayetteville	STATE:	Ark.
SIGNATURE:	[Redacted]	DATE:	June 18, 2019	ZIP:	72703
PRINTED OR TYPED NAME:	Mary E. Clive	TITLE:	General Manager		

ARKANSAS SALES OR USE TAX NUMBER: 051422-72-001

STATE CONTRACTORS LICENSE NUMBER: 0011840420



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

INTENT

The intent of this invitation for bid is to establish a contract for street overlay at multiple locations within the City limits of Bentonville, Arkansas for the City of Bentonville Street Department.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Proof of the required insurance, or the ability to obtain if awarded the Contract, as set forth herein.
- 5% Bid Guarantee: As defined in the 'BID GUARANTEE' section of 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 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, may 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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.

CONTRACT TERM:

The awarded vendor will be required to sign a binding Contract with the City of Bentonville for the street overlay project.

SCOPE

The awarded Bidder agrees to furnish all labor, material and equipment to complete the street overlay work, at multiple locations within the City limits of Bentonville, Arkansas, as described herein, following all applicable laws, rules and regulations, and as is industry standard when performing street overlay work.

DELIVERY

The City Of Bentonville requests project completion within 60 (sixty) days after receipt of execution of the Contract. If this schedule cannot be met, Bidder must state number of days required for completion. Failure to state completion days obligates Bidder to 60 (sixty) consecutive calendar days for completion. Extended completion days may be considered when in the best interest of the City.

Delivery: 60 days after execution of the Contract.

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as refers 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

The awarded Bidder shall provide invoices, separated by each defined address, upon each cycle completion to the address specified below. Invoices received on time and to the correct address will be paid within 14 (fourteen) days of receipt.

Invoice Remittance Address:

CITY HALL
Attn: Accounts Payable
117 West Central Avenue
Bentonville, Arkansas 72712



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

PAYMENT TERMS



Net 30 days



Other: _____

INSURANCE REQUIREMENTS

All Bid Submissions must contain proof of the required insurance, or a Letter of Intent from an insurance company authorized to do business in the State of Arkansas, stating its willingness to insure the Bidder's company, pursuant to the terms of any Contract resulting from this Invitation for Bid. The awarded Bidder shall procure and maintain, at the awarded Bidder's expense, the following insurance coverage for the period of the Contract::

- a) Workers Compensation: As required by the State of Arkansas.
- b) Comprehensive General Liability (Broad Form) Coverage: \$1,000,000.00 Each Occurrence
Certificates evidencing the effective dates and amounts of insurance must be provided to the City of Bentonville
The Insurance Certificate shall name the City of Bentonville, Arkansas as additionally insured.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41
Contractor/Vendor Disclosure

Company Name: APAC- Central, Inc.

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

☒ Yes ☐ No

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.

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.** _____ Initials



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

**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 Manager 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 from receipt 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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 Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, 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 Procurement Manager 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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:



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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 Manager 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 East Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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 Manager 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 Manager 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 Manager any proposed increase is found unacceptable, the Purchasing Manager 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 Manager on the mailing lists for such publications so the Purchasing Manager 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

SPECIFICATIONS

Bidders are required to indicate if the work described herein, including all necessary and applicable labor and materials required, will be performed "AS SPECIFIED" by placing an "X" in the space indicated on each specification. If an equivalent item or service is being proposed, or if an item or service is being purposed exceeds the City's specifications, Bidders are required to indicate "EQUIVALENT/EXCEEDING SPECIFICATION" by placing an "X" in the space indicated on each specification. In the event that an equivalent or exceeding item or service is proposed, it shall be the Bidder's responsibility to include all details and information regarding the proposed item or service in their Bid Submission.

ASPHALT PAVING

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for placement of **ACHMSC** leveling course and overlay on the specified streets of varying widths and other specified areas belonging to the City of Bentonville

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

2. **Materials:** The **ACHM** surface course shall be Type 2 (two) as set forth under Section 407 of the Standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission (Sandstone can be disregarded). **A mix design will be required, and must be submitted to the City Street Engineering office for approval, prior to preconstruction conferences. The City reserves the right to reject mix that falls below 250 degrees Fahrenheit (250°).**

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

3. **Construction:** After milling and curb recovery on selected streets, the awarded Bidder shall load millings into awarded Bidder's supplied trucks for removal, and the milled material may be retained by the contractor for recycling purposes or discarded at designated City waste sites. The City reserves the right to obtain up to 20 (twenty) truckloads of millings to be loaded on City trucks by the awarded Bidder. Millings shall be utilized in butt joint, driveway, manhole and water valve areas as a temporary wedge. The awarded Bidder shall thoroughly clean and sweep the existing surface with a power broom and remove and dispose of the temporary wedges, just prior to final ACHM asphalt application. Each milled street shall be required to be overlaid within 5 (five) calendar days upon being milled. All intersecting street approaches to be determined by the City Street Manager, or his Designee. A tack coat of emulsified asphalt shall then be applied at a rate of 0.03 (point zero- three) gallons per square yard.

A level up course shall be applied to all street sections at a minimum of 55 (fifty-five) pounds per square yard. The depth of leveling will vary depending on the existing street section. This level up course will be a portion of the total depth of mix required for a given street section unless noted otherwise. All asphalt placement shall be in accordance with section 410 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

SPECIFICATIONS – ASPHALT PAVING CONTINUED..

4. **Basis of Payment:** Payments shall be based on tonnage tickets presented to the City representative at time of placement. Payments will only be made on tickets designated properly.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

5. **Special Provisions:** The milling along the curb and gutter shall have minimal damage; any excessive damage as deemed by the City Street Manager will be repaired or replaced at the awarded Bidder's expense.

Before the milling or the overlay of a street will be allowed, a traffic control plan for that street must be submitted to the Street Manager or his designee for approval. The traffic control plan shall show what type of signage will be used and the locations for the placement of the signage. All work zone signs shall be in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

6. **Temporary Pavement Markings:** SE 28th Street and NW 5th Street will require the placement of temporary 4" (four inch) white and yellow lane delineation pavement markings. Adhesive backed retroreflective tape shall be used as temporary pavement markings upon completion of ACHM application. All materials and application shall be in accordance with section 604 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

7. **Temporary Pavement Markings Basis of Payment:** Payments shall be made based on lump sum figures.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

8. **Thermo Plastic Pavement Markings:** All pavement markings shall be installed by the contractor within 14 (fourteen) consecutive days of ACHMSC placement. All materials, application and payment shall be in accordance with section 719 of the Standard Specification for Highway Construction, 2014 edition, published by the Arkansas State Highway Commission.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

9. **Manhole Top and Water Valve Stack Adjustments:** No manholes or water valves are foreseen to receive a manhole top or water valve stack adjustment. In the event a manhole top or water valve stack is deemed necessary by the Street Manager or his designee during the installation of ACHM surface course. The City of Bentonville will supply the incidental materials and shall be installed by the contractor at no additional cost to the city.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

SPECIFICATIONS CONTINUED..

MANHOLE TOP ADJUSTMENT

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing manholes.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

2. **Materials:** The manhole riser ring shall be as specified in the City of Bentonville water and sewer specifications, section 16. The existing manhole lid may be reused if in a condition satisfactory to the City, use shall be approved by the City Street Manager, or his designee.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

3. **Construction:** The existing manhole lid will be removed in a manner to avoid any damage. A 2" (two inch) riser shall be attached to the existing stack, sealed with a ramneck seal or approved equal to bring the lid equal to or slightly above finished grade. Structures damaged because of the awarded Bidder's negligence shall be repaired or replaced at no cost to the City.

It shall be the awarded Bidder's responsibility to adjust any manholes that may be covered by the overlay project, either by specified streets and locations or by additions to the Contract.

Construction is subject to inspection and approval of the City of Bentonville Water Utilities Department.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

4. **Basis of payment:** Payments shall be based per each manhole adjustment.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

SPECIFICATIONS CONTINUED..

WATER VALVE STACK ADJUSTMENT

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing valve lids and stacks.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

2. **Materials:** The valve riser ring shall be as specified in the City of Bentonville Water and Sewer Specifications, Section 12.19. The existing lid and stack may be used if in a condition satisfactory to the City, use shall be approved by the City Street Manager, or his designee.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

3. **Construction:** The existing valve lid will be removed in a manner to avoid any damage to the valve box. A 2 1/2 inch riser shall be attached to the existing stack or the stack may be twisted if possible to bring the lid equal to or slightly above finished grade.

Construction is subject to inspection and approval of the City of Bentonville Water Utilities Department.

It shall be the awarded Bidder's responsibility to adjust any water valves that may be covered by the overlay project either by specified streets and locations or additions to the contract.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

4. **Basis of payment:** Payment shall be based per each valve lid and stack adjustment.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

PRICING SECTION – LINE NUMBER PRICING

Line Number	(A) Estimated Quantity with Unit of Measure	Item and Unit	(B) Per Unit of Measurement Price	Total Price *Multiply column (A) by column (B)
1.	3,010 Tons	Tons, Asphaltic concrete hot mix surface course, complete in-place	\$ <u>92.90</u> Per Ton	\$ <u>279,629.00</u>
2.	34,880 Square Yards (S.Y.)	Square Yards Asphalt Milling	\$ <u>2.50</u> Per S.Y.	\$ <u>87,200.00</u>
3.	3,102 Linear Feet (L.F.)	Thermoplastic Pavement Marking Yellow 4" (Standard 8" Gap)	\$ <u>1.34</u> Per L.F.	\$ <u>4,156.68</u>
4.	2,320 Linear Feet	Thermoplastic Pavement Marking 4" Yellow Center Lane	\$ <u>1.34</u> Per L.F.	\$ <u>3,108.80</u>
5.	205 Linear Feet	Thermoplastic Pavement Marking White 4"	\$ <u>1.34</u> Per L.F.	\$ <u>274.70</u>
6.	327 Linear Feet	Thermoplastic Pavement Marking White 12"	\$ <u>10.75</u> Per L.F.	\$ <u>3,515.25</u>
7.	132 Linear Feet	Thermoplastic Pavement Marking White 24"	\$ <u>21.50</u> Per L.F.	\$ <u>2,838.00</u>
Line Number	(A) Estimated Quantity with Unit of Measure	Item and Unit	(B) Per Unit of Measurement Price	Total Price *Multiply column (A) by column (B)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

8.	10	Thermoplastic Pavement Marking "Sharrow"	\$ <u>538.00</u> PER EACH UNIT	\$ <u>5,380.00</u>
9.	8	Thermoplastic Pavement Marking "Left Turn Arrow"	\$ <u>325.00</u> PER EACH UNIT	\$ <u>2,600.00</u>
10.	2	Thermoplastic Pavement Marking "ONLY"	\$ <u>377.00</u> PER EACH UNIT	\$ <u>754.00</u>
11.	2	Thermoplastic Pavement Marking "XING"	\$ <u>377.00</u> PER EACH UNIT	\$ <u>754.00</u>
12.	2	Thermoplastic Pavement Marking "PED"	\$ <u>377.00</u> PER EACH UNIT	\$ <u>754.00</u>
13.	Lump Sum	Traffic Control Work Signage	\$ <u>31,900.00</u> Lump Sum	\$ <u>31,900.00</u>
14.	Lump Sum	Temporary Pavement Markings	\$ <u>5,920.00</u> Lump Sum	\$ <u>5,920.00</u>



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

PRICING SECTION – TOTAL BID PRICE

The Total Bid Price shall include all applicable costs to the City of Bentonville for the work described herein including, but not limited to: all applicable taxes, delivery fees, equipment costs, costs of performing work, labor, materials, and transportation.

The City of Bentonville tax rate is 9.5%

All work shall be performed within the city limits of Bentonville, Arkansas.

The Total Bid Price shall be the sum of the Total Prices in Line Numbers 1 (one) through 14 (fourteen). The Bid Award will be based on the lowest and most responsible Total Bid Price. The Total Bid Price is used for Bid comparison purposes only. The City reserves the right to omit areas and/or quantities from this Bid due to lack of available funds; as well as add additional quantities based on the awarded Bid prices when additional funding is available. In the event that additional quantities of milling, asphalt, manhole adjustments or water valve adjustments are made, the City will grant the awarded Bidder an additional 15 (fifteen) days to their contract term to complete the work.

Line Number	Total Price (The sum of multiplying the Quantity (A) by the Per Unit Price (B) for each Line Number)
1	\$ 279,629.00
2	\$ 87,200.00
3	\$ 4,156.68
4	\$ 3,108.80
5	\$ 274.70
6	\$ 3,515.25
7	\$ 2,838.00
8	\$ 5,380.00
9	\$ 2,600.00
10	\$ 754.00
11	\$ 754.00
12	\$ 754.00
13	\$ 31,900.00
14	\$ 5,920.00
TOTAL BID PRICE (The sum of the Total Prices for Line Numbers 1-14)	\$ 428,784.43



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

APPENDIX A

The quantities provided herein are estimated only and do not represent a guarantee from the City of Bentonville.

2019 Overlay Project Quantities

City Streets

- Approximately 3,010 Tons of ACHMSC
- Approximately 34,880 Asphalt Milling S.Y.
- Estimated 3,102 Linear Feet of 4" Yellow Thermoplastic Standard 8" Gap
- Estimated 2,320 Linear Feet of 4" Yellow Thermoplastic Center Lane
- Estimated 205 Linear Feet of 4" White Thermoplastic
- Estimated 327 Linear Feet of 12" White Thermoplastic
- Estimated 132 Linear Feet of 24" White Thermoplastic
- Estimated 10 "SHARROW" Thermoplastic Markings
- Estimated 8 "Left Turn Arrow" Thermoplastic Markings
- Estimated 2 "Only" Thermoplastic Marking
- Estimated 2 "XING" Thermoplastic Markings
- Estimated 2 "Ped" Thermoplastic Marking



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING OFFICE
 CITY HALL
 117 W. CENTRAL AVE
 BENTONVILLE, ARKANSAS 72712
 IFB-19-41

APPENDIX B

2019 Street Overlay - Thermoplastic Pavement Markings List

Street	L.F. of 4" Yellow	L.F. of 4" Yellow Center Lane	L.F. of 4" White	L.F. of 12" White	L.F. of 24" White	Sharrro	Left Turn Arrow	Only Legend	XING Legend	Ped Legend
SE 28th St	690	2320	205	327	0	0	8	2	0	0
NW 5th St	2412	0	0	0	132	10	0	0	2	2
TOTAL	3102	2320	205	327	132	10	8	2	2	2

Note: Thermoplastic quantities are estimates only



IFB-19-41
APPENDIX C
2019 Street Department Overlay Quantities

STREET	STARTING AT	ENDING AT	SIDE STREET APPROACH	STREET LENGTH (FT)	WIDTH (FT)	LENGTH (FT)	DEPTH (INCHES)	ACHMISC (TONS)	DRIVE (# OF)	MANHOLE (QTY)	WATER VALVE (QTY)	ASPHALT MILLING WIDTH	ASPHALT MILLING DEPTH (INCHES)	ASPHALT MILLING (SQ. YDS.)
NW 10th St	N. Walton Blvd	Bella Vista Rd		1155	18		2	200	19	4		Full	2	2310
NW 5th St	NW "B" St	Hook St		1205	Varies		2	400		2	2	Full	2	4015
NW 5th St	NW 5th St Breakdown													
NW 5th St	NW "D" St	Hook St			15	210								
NW 5th St	NW "F" St	NW "D" St			31	995								
			NW "B" St		32	22								
			NW "C" St (North Side)		29	21								
			NW "C" St (South Side)		33	24								
Ridgeland	N. Walton Blvd	Somerset		310	Varies		2	150				Full	2	1010
Ridgeland	Ridgeland Breakdown													
Ridgeland	Eastbound N. Walton Blvd				70.5	23								
Ridgeland	Westbound N. Walton Blvd				15	285								
Ridgeland	Eastbound East Lane				15	215								
NE 4th St	Jared St	3002 NE 4th St		370	26		2	156				Full	2	1070
NE 6th St	Jared St	3003 NE 6th St		455	26		2	180				Full	2	1315
Jared St	NE 4th St	NE 6th St		420	26		2	170				Full	2	1400
Megan St	NE 4th St	NE 6th St		305	26		2	175				Full	2	1280
SW 10th St	SW "A" St	Dead End		1300	Varies		2	400		1		Full	2	4100
SW 10th St	SW 10th St Breakdown													
SW 10th St	SW "A" St	SW 11th St			27	185								
SW 10th St	SW 10th St & SW 11th St Intersection				39	85								
SW 10th St	West Bound Lane at Island				16.5	980								
SW 10th St	Pavement Area at End of Street				60	46								
SW 10th St	East Bound Lane at Island				16.5	980								
SW 10th St	(East) Lane Connector				35.5	20.5								
SW 10th St	(West) Lane Connector				30	28								
SW 10th St			SE 11th St		25	32								
SE "D" St	SE 12th St	SE 14th St		615	24		2	215	16			Full	2	1640
SE 28th St	S. Walton Blvd	SE "C" St		1175	35		2	640			4	Full	2	19500
SE 11th St	Benton St	SE "C" St		400	23		2	165	3			Full	2	1180
			TOTAL	7830				3070	43	7	5			34890

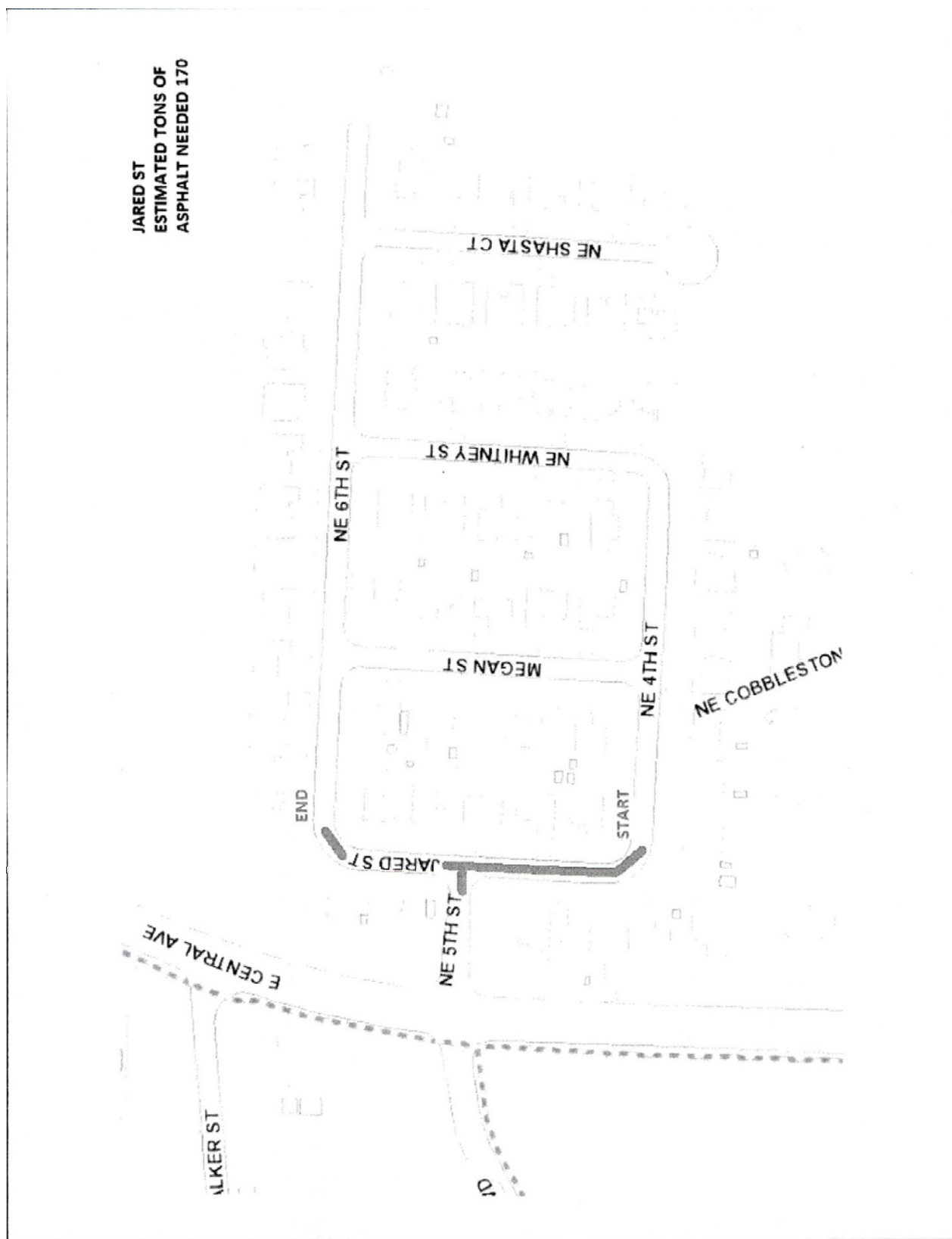
NOTE: To be invoiced to City of Baton Rouge Street Department
NOTE: Drive aprons to receive a minimum 24 inch wing where applicable
NOTE: Side street approaches to be milled and overlaid to the end of radius or as determined by the street manager or his designee
NOTE: Side street approaches to be milled and overlaid to the end of radius or as determined by the street manager or his designee
NOTE: Water Valve and Manhole quantity is intended for information purposes



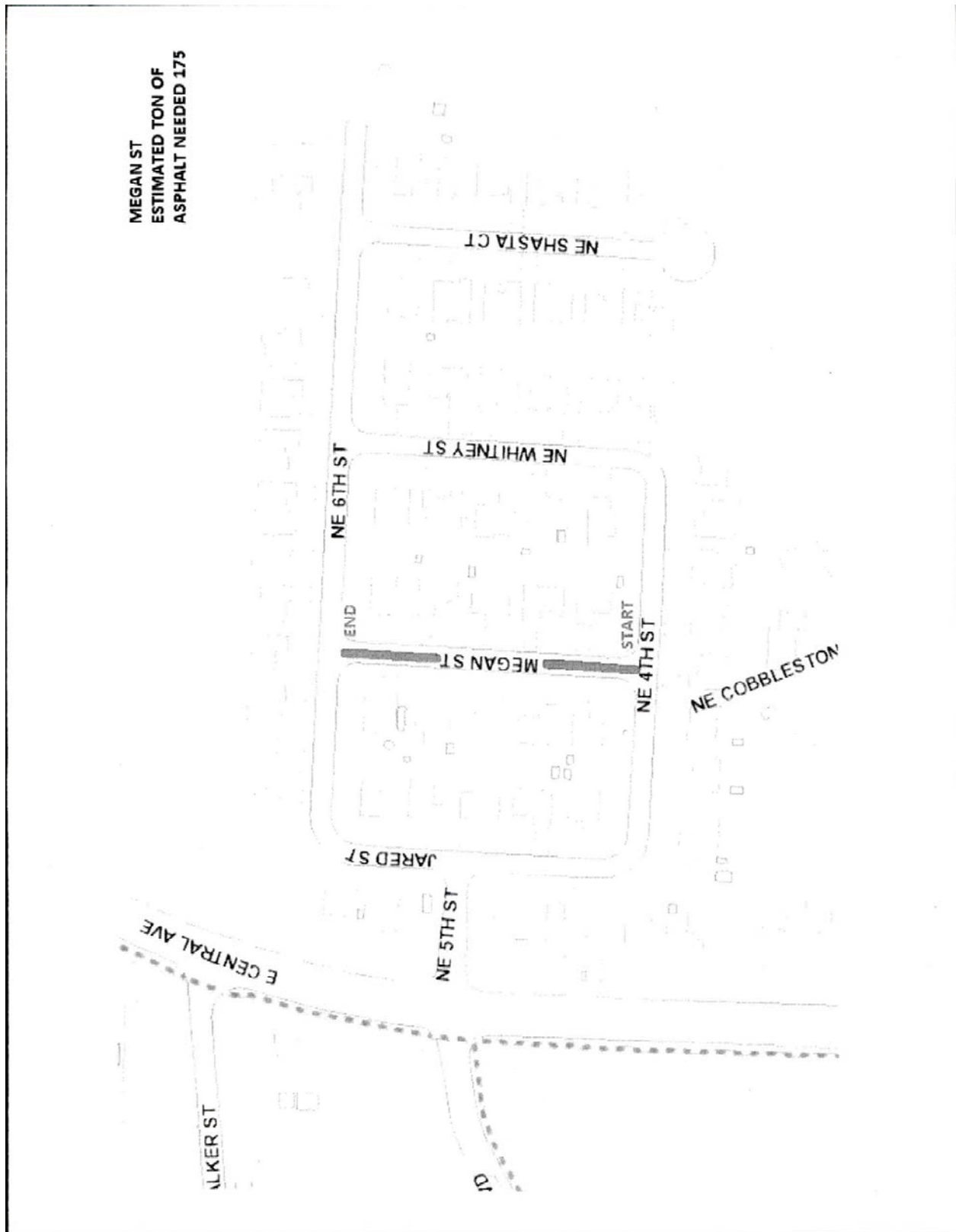
CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

APPENDIX D
VICINITY MAPS

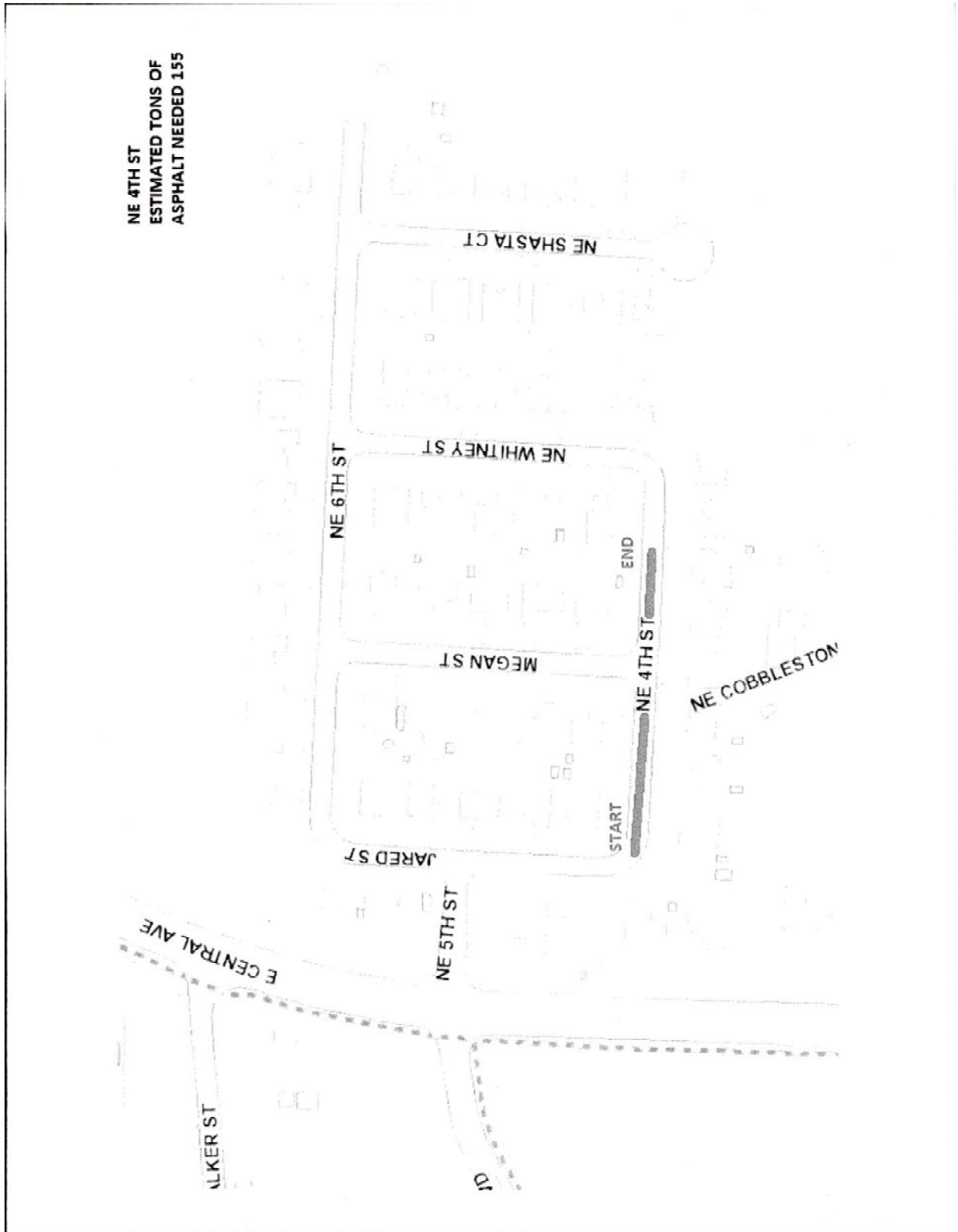
JARED ST
ESTIMATED TONS OF
ASPHALT NEEDED 170



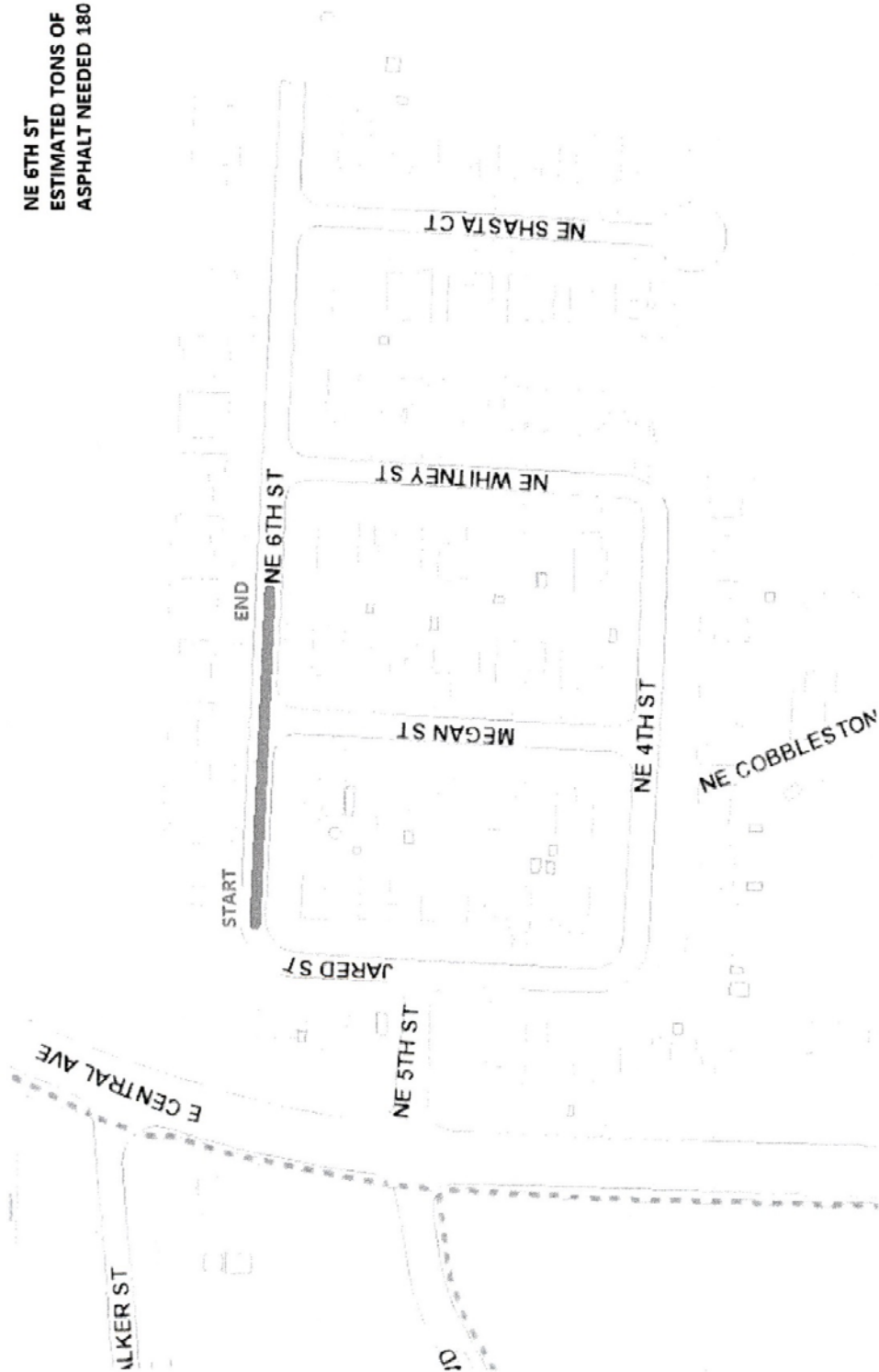
MEGAN ST
ESTIMATED TON OF
ASPHALT NEEDED 175

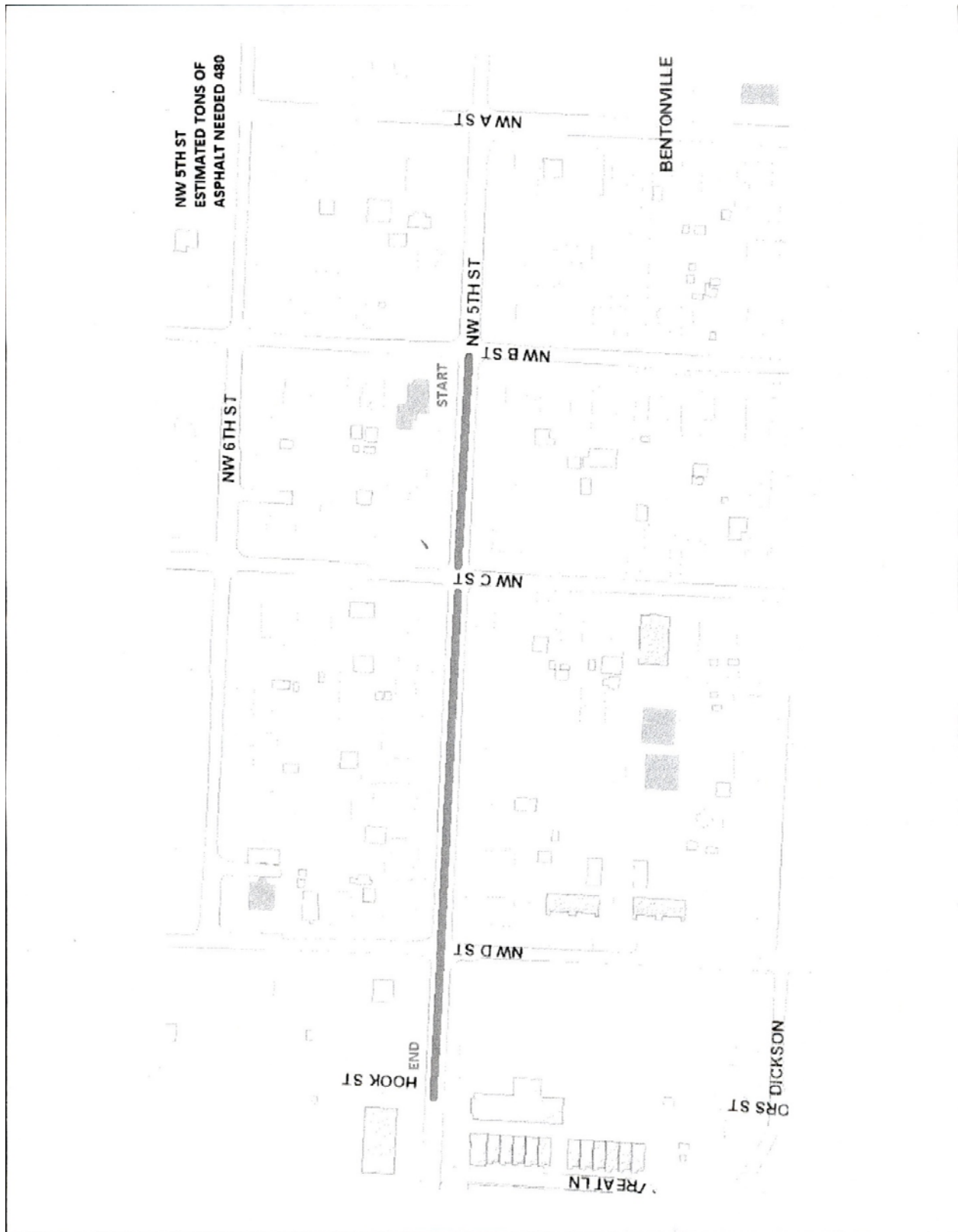


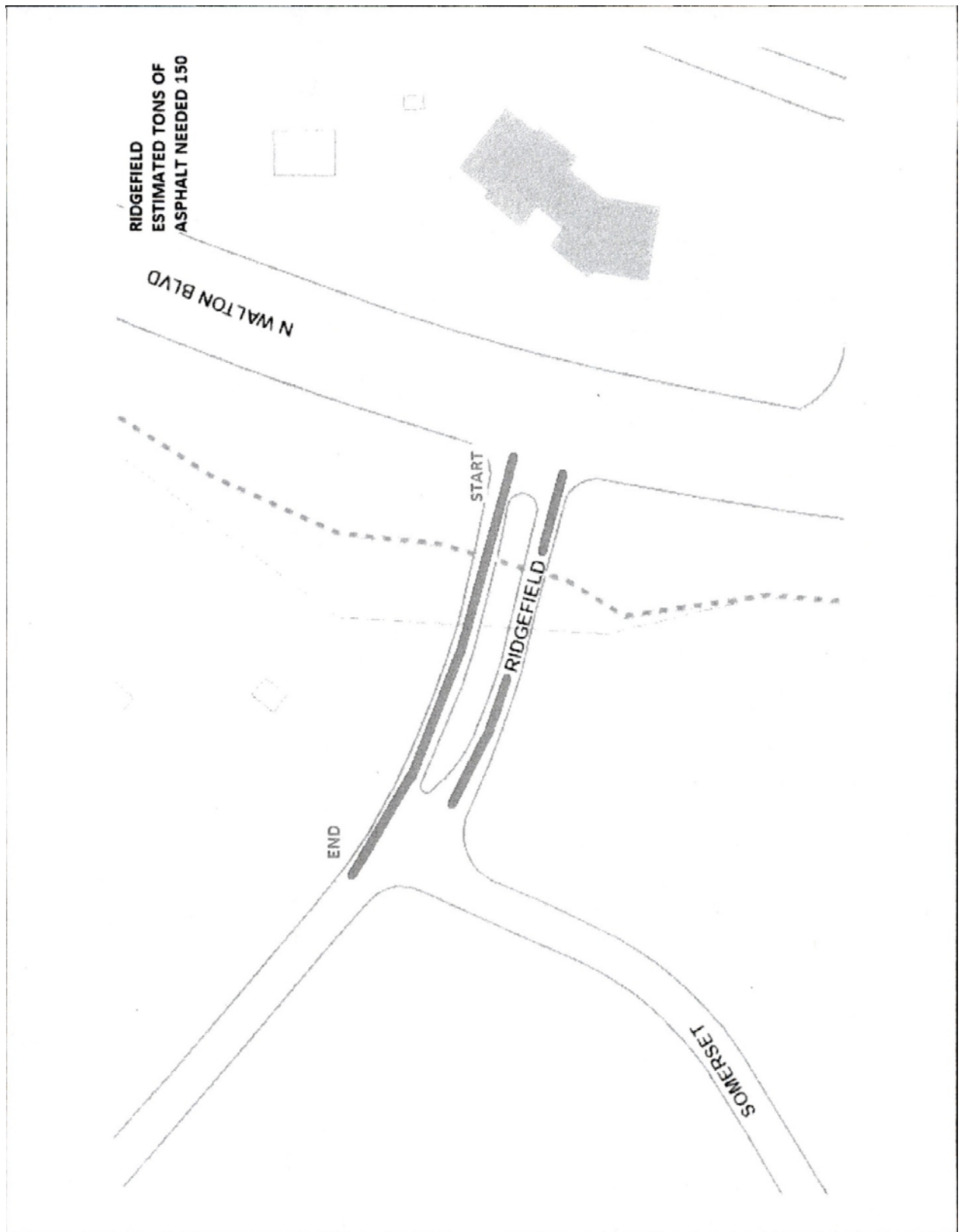
NE 4TH ST
ESTIMATED TONS OF
ASPHALT NEEDED 155



NE 6TH ST
ESTIMATED TONS OF
ASPHALT NEEDED 180

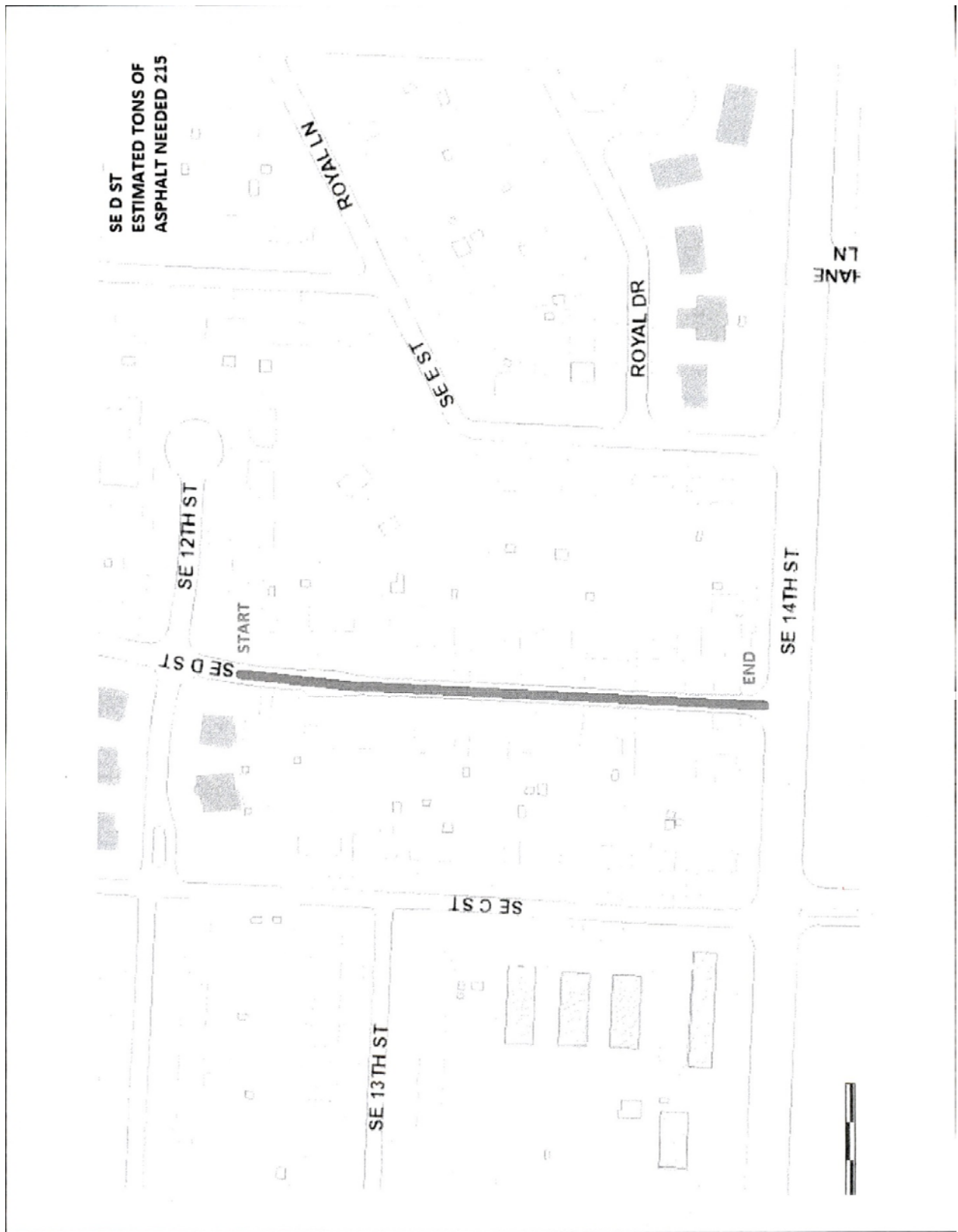






SE 11TH ST
ESTIMATED TONS OF
ASPHALT NEEDED 165





SW 10TH ST
ESTIMATED TONS OF
ASPHALT NEEDED 490





ADDENDUM TO BID

BID NUMBER: IFB-19-41

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: JUNE 12, 2019

RE: STREET OVERLAY

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

TO: Prospective Bidders

This addendum modifies the original bidding document(s) dated June 2, 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.

Material Requirements and Resident Notifications:

1.0 Amendment to Asphalt Paving Specification: This amendment applies to the Asphalt Paving Specifications, Number 2- Materials.

Materials Specification Contained in the Original Bidding Documents: The ACHM surface course shall be Type 2 (two) as set forth under Section 407 of the Standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission (Sandstone can be disregarded). A mix design will be required, and must be submitted to the City Street Engineering office for approval, prior to preconstruction conferences. The City reserves the right to reject mix that falls below 250 degrees Fahrenheit (250°).

Amended Specification for Asphalt Paving Specifications, Number 2-Materials: The ACHM surface course shall be 3/8" (three-eighths inch) PG 64/22 Superpave (9.5mm), as set forth under Section 407 of the Standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission < Removed: "(Sandstone can be disregarded)">. A mix design will be required, and must be submitted to the City Street Engineering office for approval, prior to preconstruction conferences. The City reserves the right to reject mix that falls below 250 degrees Fahrenheit (250°).

City of Bentonville, Arkansas
Purchasing Office
IFB-19-41 – Addendum Number 1



ADDENDUM TO BID

BID NUMBER: IFB-19-41

2.0 Correction of a statement regarding material specifications from the Mandatory Pre-Bid Meeting held on June 11, 2019: During the Mandatory Pre-Bid meeting for IFB-19-41, the Street Manager stated that virgin materials would be required, however this statement has been determined to require correction. The amended specifications listed in section 1.0 of this Addendum to Bid allow for the use of R.A.P (Recycled Asphalt Pavement).

3.0 Residential Notifications: The City shall be responsible for all notifications required to be sent to residences impacted by the awarded Bidder's performance of the Street Overlay work.

[End of Addendum Number 1]

City of Bentonville, Arkansas
Purchasing Office
IFB-19-41 – Addendum Number 1

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-Central, Inc
PO Box 9208
Fayetteville AR 72703

NAME AND
ADDRESS
OF INSURED



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE ☐ CONTINUOUS ☐ EXTENDED ☒ POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY
WORKERS COMPENSATION	9/1/2019	WA7-C8D-004095-028 WC7-C81-004095-018	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -028: All States except OH, ND, WA, WY -018: WI EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE	9/1/2019	TB2-C81-004095-118 -Per Project Aggregate included.	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 Per Person / Organization Other Damage to Premises Rented to You: \$250,000 Other Medical Exp: \$50,000
AUTOMOBILE LIABILITY ☒ OWNED ☒ NON-OWNED ☒ HIRED	9/1/2019	AS2-C81-004095-128	Each Accident—Single Limit \$2,000,000 B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
OTHER Automobile policy	9/1/2018 - 9/1/2019	AS2-C81-054502-528	Physical Damage only -\$10,000 Comp DED -\$10,000 Coll DED
ADDITIONAL COMMENTS RE: Bid Purposes. City of Bentonville is listed as additional insured on the general and auto liability policies and Work Comp policy where required by written contract.			

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.)
BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate Holder
City Of Bentonville
117 W Central Ave
Bentonville, AR 72712

AUTHORIZED REPRESENTATIVE
Fairfield / 049C
9450 Seward Road
Fairfield OH 45014 800-332-3226 09/11/18
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10

LDI COI 268896 02 11



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: June 2, 2019

NOTICE TO BIDDERS STREET OVERLAY

IFB-19-41

The City of Bentonville is accepting formal sealed bids for street overlay at multiple locations within the City limits of Bentonville, Arkansas for the City of Bentonville Street Department. A Mandatory Pre-Bid Meeting will be held at 10:00 A.M. on Tuesday, June 11, 2019 at the Bentonville Municipal Complex, located at 3200 SW Municipal Drive. The Pre-Bid Meeting will take place in the second floor conference room. The work to be performed includes approximately 3,010 tons of ACHMSC overlay, and approximately 34,800 Square Yards of Asphalt Milling to specified City streets, with adjustment of Manholes and Water Valves to grade (if required), Temporary Pavement Markings and Thermoplastic Pavement Markings. Each Bid must be accompanied by a surety bond in the amount equal to five percent (5%) of the Total Bid Price; said surety company shall conform to all surety company specifications contained in the IFB-19-41 Bid Packet. 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 2:00 P.M., Tuesday, June 18, 2019, at the Purchasing Office on the first floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late Bid Submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

INVITATION FOR BID (IFB)
Street Overlay

Date of Issuance: **JUNE 2, 2018**

Bid Number: **IFB-18-41**

MANDATORY PRE-BID MEETING: TUESDAY, JUNE 11, 2019 AT 10:00 A.M.

Bid Opening Date: **JUNE 18, 2018**

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

Questions regarding this bid should be directed to the Purchasing Manager at screed@bentonvillear.com
All questions must be submitted prior to 5:00 P.M., June 13, 2019.

Bids must be received by the Purchasing Office prior to 10:00 A.M. June 18, 2019 in a sealed envelope, clearly marked on the outside with Bid# IFB-19-41-Street Overlay. Bids which must be opened to be identified may be rejected. Late Bids will be rejected, without exception.

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

MANDATORY PRE-BID MEETING

There will be a Mandatory Pre-Bid Meeting held on Tuesday, June 11, 2019 at 10:00 A.M. at the Bentonville Municipal Complex, located at 3200 SW Municipal Drive. The Pre-Bid Meeting will be held in the 2nd floor conference room. Bids submitted from Bidders who did not attend the Mandatory Pre-Bid Meeting will be rejected, without exception.

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>Hutchens Construction</u>	PHONE NUMBER:	<u>479-927-0000</u>	FAX NUMBER:	<u>479-927-0096</u>
BUSINESS ADDRESS, STREETS:	<u>515 Sanders Ave</u>	CITY:	<u>Springdale</u>	STATE:	<u>Arkansas</u>
				ZIP	<u>72764</u>
SIGNATURE OF AUTHORIZED PERSON:				DATE:	<u>6/12/19</u>
PRINTED OR TYPED NAME:	<u>Brandon Finn</u>			TITLE:	<u>Vice President</u>

ARKANSAS SALES OR USE TAX NUMBER: 72966318-SLS

STATE CONTRACTORS LICENSE NUMBER: 0387030520



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

INTENT

The intent of this invitation for bid is to establish a contract for street overlay at multiple locations within the City limits of Bentonville, Arkansas for the City of Bentonville Street Department.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Proof of the required insurance, or the ability to obtain if awarded the Contract, as set forth herein.
- 5% Bid Guarantee: As defined in the 'BID GUARANTEE' section of 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 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, may 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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.

CONTRACT TERM:

The awarded vendor will be required to sign a binding Contract with the City of Bentonville for the street overlay project.

SCOPE

The awarded Bidder agrees to furnish all labor, material and equipment to complete the street overlay work, at multiple locations within the City limits of Bentonville, Arkansas, as described herein, following all applicable laws, rules and regulations, and as is industry standard when performing street overlay work.

DELIVERY

The City Of Bentonville requests project completion within 60 (sixty) days after receipt of execution of the Contract. If this schedule cannot be met, Bidder must state number of days required for completion. Failure to state completion days obligates Bidder to 60 (sixty) consecutive calendar days for completion. Extended completion days may be considered when in the best interest of the City.

Delivery: 60 days after execution of the Contract.

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as refers 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

The awarded Bidder shall provide invoices, separated by each defined address, upon each cycle completion to the address specified below. Invoices received on time and to the correct address will be paid within 14 (fourteen) days of receipt.

Invoice Remittance Address:

CITY HALL
Attn: Accounts Payable
117 West Central Avenue
Bentonville, Arkansas 72712



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

PAYMENT TERMS



Net 30 days



Other: _____

INSURANCE REQUIREMENTS

All Bid Submissions must contain proof of the required insurance, or a Letter of Intent from an insurance company authorized to do business in the State of Arkansas, stating its willingness to insure the Bidder's company, pursuant to the terms of any Contract resulting from this Invitation for Bid. The awarded Bidder shall procure and maintain, at the awarded Bidder's expense, the following insurance coverage for the period of the Contract::

- a) Workers Compensation: As required by the State of Arkansas.
- b) Comprehensive General Liability (Broad Form) Coverage: \$1,000,000.00 Each Occurrence
Certificates evidencing the effective dates and amounts of insurance must be provided to the City of Bentonville

The Insurance Certificate shall name the City of Bentonville, Arkansas as additionally insured.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41
Contractor/Vendor Disclosure

Company Name: Hutchens Construction

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

☒ Yes ☐ No

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.

NA

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.** SB Initials



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

**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 Manager 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 from receipt 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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 Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, 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 Procurement Manager 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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:



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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 Manager 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 East Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

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 Manager 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 Manager 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 Manager any proposed increase is found unacceptable, the Purchasing Manager 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 Manager on the mailing lists for such publications so the Purchasing Manager 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.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

SPECIFICATIONS

Bidders are required to indicate if the work described herein, including all necessary and applicable labor and materials required, will be performed "AS SPECIFIED" by placing an "X" in the space indicated on each specification. If an equivalent item or service is being proposed, or if an item or service is being proposed exceeds the City's specifications, Bidders are required to indicate "EQUIVALENT/EXCEEDING SPECIFICATION" by placing an "X" in the space indicated on each specification. In the event that an equivalent or exceeding item or service is proposed, it shall be the Bidder's responsibility to include all details and information regarding the proposed item or service in their Bid Submission.

ASPHALT PAVING

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for placement of **ACHMSC** leveling course and overlay on the specified streets of varying widths and other specified areas belonging to the City of Bentonville

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

2. **Materials:** The **ACHM** surface course shall be Type 2 (two) as set forth under Section 407 of the Standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission (Sandstone can be disregarded). **A mix design will be required, and must be submitted to the City Street Engineering office for approval, prior to preconstruction conferences. The City reserves the right to reject mix that falls below 250 degrees Fahrenheit (250°).**

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

3. **Construction:** After milling and curb recovery on selected streets, the awarded Bidder shall load millings into awarded Bidder's supplied trucks for removal, and the milled material may be retained by the contractor for recycling purposes or discarded at designated City waste sites. The City reserves the right to obtain up to 20 (twenty) truckloads of millings to be loaded on City trucks by the awarded Bidder. Millings shall be utilized in butt joint, driveway, manhole and water valve areas as a temporary wedge. The awarded Bidder shall thoroughly clean and sweep the existing surface with a power broom and remove and dispose of the temporary wedges, just prior to final ACHM asphalt application. Each milled street shall be required to be overlaid within 5 (five) calendar days upon being milled. All intersecting street approaches to be determined by the City Street Manager, or his Designee. A tack coat of emulsified asphalt shall then be applied at a rate of 0.03 (point zero- three) gallons per square yard.

A level up course shall be applied to all street sections at a minimum of 55 (fifty-five) pounds per square yard. The depth of leveling will vary depending on the existing street section. This level up course will be a portion of the total depth of mix required for a given street section unless noted otherwise. All asphalt placement shall be in accordance with section 410 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

SPECIFICATIONS – ASPHALT PAVING CONTINUED..

4. **Basis of Payment:** Payments shall be based on tonnage tickets presented to the City representative at time of placement. Payments will only be made on tickets designated properly.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

5. **Special Provisions:** The milling along the curb and gutter shall have minimal damage; any excessive damage as deemed by the City Street Manager will be repaired or replaced at the awarded Bidder's expense.

Before the milling or the overlay of a street will be allowed, a traffic control plan for that street must be submitted to the Street Manager or his designee for approval. The traffic control plan shall show what type of signage will be used and the locations for the placement of the signage. All work zone signs shall be in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

6. **Temporary Pavement Markings:** SE 28th Street and NW 5th Street will require the placement of temporary 4" (four inch) white and yellow lane delineation pavement markings. Adhesive backed retroreflective tape shall be used as temporary pavement markings upon completion of ACHM application. All materials and application shall be in accordance with section 604 of the standard specification for highway construction, 2014 edition, published by the Arkansas State Highway Commission.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

7. **Temporary Pavement Markings Basis of Payment:** Payments shall be made based on lump sum figures.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

8. **Thermo Plastic Pavement Markings:** All pavement markings shall be installed by the contractor within 14 (fourteen) consecutive days of ACHMSC placement. All materials, application and payment shall be in accordance with section 719 of the Standard Specification for Highway Construction, 2014 edition, published by the Arkansas State Highway Commission.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

9. **Manhole Top and Water Valve Stack Adjustments:** No manholes or water valves are foreseen to receive a manhole top or water valve stack adjustment. In the event a manhole top or water valve stack is deemed necessary by the Street Manager or his designee during the installation of ACHM surface course. The City of Bentonville will supply the incidental materials and shall be installed by the contractor at no additional cost to the city.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

SPECIFICATIONS CONTINUED..

MANHOLE TOP ADJUSTMENT

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing manholes.

 X AS SPECIFIED EQUIVALENT/EXCEEDING SPECIFICATION

2. **Materials:** The manhole riser ring shall be as specified in the City of Bentonville water and sewer specifications, section 16. The existing manhole lid may be reused if in a condition satisfactory to the City, use shall be approved by the City Street Manager, or his designee.

 X AS SPECIFIED EQUIVALENT/EXCEEDING SPECIFICATION

3. **Construction:** The existing manhole lid will be removed in a manner to avoid any damage. A 2" (two inch) riser shall be attached to the existing stack, sealed with a ramneck seal or approved equal to bring the lid equal to or slightly above finished grade. Structures damaged because of the awarded Bidder's negligence shall be repaired or replaced at no cost to the City.

It shall be the awarded Bidder's responsibility to adjust any manholes that may be covered by the overlay project, either by specified streets and locations or by additions to the Contract.

Construction is subject to inspection and approval of the City of Bentonville Water Utilities Department.

 X AS SPECIFIED EQUIVALENT/EXCEEDING SPECIFICATION

4. **Basis of payment:** Payments shall be based per each manhole adjustment.

 X AS SPECIFIED EQUIVALENT/EXCEEDING SPECIFICATION

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

SPECIFICATIONS CONTINUED..

WATER VALVE STACK ADJUSTMENT

1. **General:** The work shall consist of providing all labor, equipment, tools, supplies and incidentals necessary for the adjustment of the top elevation of existing valve lids and stacks.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

2. **Materials:** The valve riser ring shall be as specified in the City of Bentonville Water and Sewer Specifications, Section 12.19. The existing lid and stack may be used if in a condition satisfactory to the City, use shall be approved by the City Street Manager, or his designee.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

3. **Construction:** The existing valve lid will be removed in a manner to avoid any damage to the valve box. A 2 1/2 inch riser shall be attached to the existing stack or the stack may be twisted if possible to bring the lid equal to or slightly above finished grade.

Construction is subject to inspection and approval of the City of Bentonville Water Utilities Department.

It shall be the awarded Bidder's responsibility to adjust any water valves that may be covered by the overlay project either by specified streets and locations or additions to the contract.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

4. **Basis of payment:** Payment shall be based per each valve lid and stack adjustment.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION

[This space has been intentionally left blank]



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

PRICING SECTION – LINE NUMBER PRICING

Line Number	(A) Estimated Quantity with Unit of Measure	Item and Unit	(B) Per Unit of Measurement Price	Total Price *Multiply column (A) by column (B)
1.	3,010 Tons	Tons, Asphaltic concrete hot mix surface course, complete in-place	\$ <u>101.69</u> Per Ton	\$ <u>306,086.90</u>
2.	34,880 Square Yards (S.Y.)	Square Yards Asphalt Milling	\$ <u>2.40</u> Per S.Y.	\$ <u>83,712.00</u>
3.	3,102 Linear Feet (L.F.)	Thermoplastic Pavement Marking Yellow 4" (Standard 8" Gap)	\$ <u>1.38</u> Per L.F.	\$ <u>4,280.76</u>
4.	2,320 Linear Feet	Thermoplastic Pavement Marking 4" Yellow Center Lane	\$ <u>1.38</u> Per L.F.	\$ <u>3,201.60</u>
5.	205 Linear Feet	Thermoplastic Pavement Marking White 4"	\$ <u>1.38</u> Per L.F.	\$ <u>282.90</u>
6.	327 Linear Feet	Thermoplastic Pavement Marking White 12"	\$ <u>11.00</u> Per L.F.	\$ <u>3,597.00</u>
7.	132 Linear Feet	Thermoplastic Pavement Marking White 24"	\$ <u>22.00</u> Per L.F.	\$ <u>2,904.00</u>
Line Number	(A) Estimated Quantity with Unit of Measure	Item and Unit	(B) Per Unit of Measurement Price	Total Price *Multiply column (A) by column (B)



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

8.	10	Thermoplastic Pavement Marking "Sharrow"	<u>\$550.00</u> PER EACH UNIT	<u>\$5,500.00</u>
9.	8	Thermoplastic Pavement Marking "Left Turn Arrow"	<u>\$330.00</u> PER EACH UNIT	<u>\$2,640.00</u>
10.	2	Thermoplastic Pavement Marking "ONLY"	<u>\$385.00</u> PER EACH UNIT	<u>\$770.00</u>
11.	2	Thermoplastic Pavement Marking "XING"	<u>\$385.00</u> PER EACH UNIT	<u>\$770.00</u>
12.	2	Thermoplastic Pavement Marking "PED"	<u>\$385.00</u> PER EACH UNIT	<u>\$770.00</u>
13.	Lump Sum	Traffic Control Work Signage	<u>\$38,908.25</u> Lump Sum	<u>\$38,908.25</u>
14.	Lump Sum	Temporary Pavement Markings	<u>\$6,050.00</u> Lump Sum	<u>\$6,050.00</u>



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

PRICING SECTION – TOTAL BID PRICE

The Total Bid Price shall include all applicable costs to the City of Bentonville for the work described herein including, but not limited to: all applicable taxes, delivery fees, equipment costs, costs of performing work, labor, materials, and transportation.

The City of Bentonville tax rate is 9.5%

All work shall be performed within the city limits of Bentonville, Arkansas.

The Total Bid Price shall be the sum of the Total Prices in Line Numbers 1 (one) through 14 (fourteen). The Bid Award will be based on the lowest and most responsible Total Bid Price. The Total Bid Price is used for Bid comparison purposes only. The City reserves the right to omit areas and/or quantities from this Bid due to lack of available funds; as well as add additional quantities based on the awarded Bid prices when additional funding is available. In the event that additional quantities of milling, asphalt, manhole adjustments or water valve adjustments are made, the City will grant the awarded Bidder an additional 15 (fifteen) days to their contract term to complete the work.

Line Number	Total Price <i>(The sum of multiplying the Quantity (A) by the Per Unit Price (B) for each Line Number)</i>
1	\$306,086.90
2	\$83,712.00
3	\$4,280.76
4	\$3,201.60
5	\$282.90
6	\$3,597.00
7	\$2,904.00
8	\$5,500.00
9	\$2,640.00
10	\$770.00
11	\$770.00
12	\$770.00
13	\$38,908.25
14	\$6,050.00
TOTAL BID PRICE <i>(The sum of the Total Prices for Line Numbers 1-14)</i>	\$459,473.41



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-40

APPENDIX A

The quantities provided herein are estimated only and do not represent a guarantee from the City of Bentonville.

2019 Overlay Project Quantities

City Streets

- Approximately 3,010 Tons of ACHMSC
- Approximately 34,880 Asphalt Milling S.Y.
- Estimated 3,102 Linear Feet of 4" Yellow Thermoplastic Standard 8" Gap
- Estimated 2,320 Linear Feet of 4" Yellow Thermoplastic Center Lane
- Estimated 205 Linear Feet of 4" White Thermoplastic
- Estimated 327 Linear Feet of 12" White Thermoplastic
- Estimated 132 Linear Feet of 24" White Thermoplastic
- Estimated 10 "SHARROW" Thermoplastic Markings
- Estimated 8 "Left Turn Arrow" Thermoplastic Markings
- Estimated 2 "Only" Thermoplastic Marking
- Estimated 2 "XING" Thermoplastic Markings
- Estimated 2 "Ped" Thermoplastic Marking



CITY OF BENTONVILLE, ARKANSAS
 PURCHASING OFFICE
 CITY HALL
 117 W. CENTRAL AVE
 BENTONVILLE, ARKANSAS 72712
 IFB-19-41

APPENDIX B

2019 Street Overlay - Thermoplastic Pavement Markings List

Street	L.F. of 4" Yellow Lane	L.F. of 4" Center Lane	L.F. of 4" White	L.F. of 12" White	L.F. of 24" White	Sharrow	Left Turn Arrow	Only Legend	XING Legend	Ped Legend
SE 28th St	690	2320	205	327	0	0	8	2	0	0
NW 5th St	2412	0	0	0	132	10	0	0	2	2
TOTAL	3102	2320	205	327	132	10	8	2	2	2

Note: Thermoplastic quantities are estimates only



REV. 10-21

APPENDIX C

2019 Street Department Overlay Quantities

STREET	STARTING AT	ENDING AT	SIDE STREET APPROACH	STREET LENGTH (FT)	WIDTH (FT)	LENGTH (FT)	DEPTH (INCHES)	ACRUSC (TONS)	DRIVE APRONS (# OF)	MANHOLE (CITY)	WATER VALVE (CITY)	ASPHALT MILLING WIDTH	ASPHALT MILLING DEPTH (INCHES)	ASPHALT MILLING QUANTITY (SQ. YDS.)
NW 10th St	N. Walton Blvd	Bella Villa Rd		1155	18	18	2	280	19	4		Full	2	2310
NW 5th St	NW "B" St	Hook St		1205	Varies	Varies	2	480	2	2		Full	2	4015
NW 5th St	NW 5th St - Breakdown	Hook St			15	210								
NW 5th St	NW "D" St	Hook St			31	995								
NW 5th St	NW "B" St	NW "D" St			32	22								
			NW "B" St		29	21								
			NW "C" St (North Side)		33	24								
			NW "C" St (South Side)		33	24								
Ridgefield	N. Walton Blvd	Somerset		310	Varies	Varies	2	150				Full	2	1010
Ridgefield	Ridgefield - Breakdown													
Ridgefield	Entrance at N. Walton Blvd				70.5	23								
Ridgefield	West Bound Entry Lane				15	28.5								
Ridgefield	East Bound Exit Lane				15	215								
NE 4th St	Jared St	3002 NE 4th St		370	28	28	2	155				Full	2	1070
NE 6th St	Jared St	3003 NE 6th St		455	28	28	2	180				Full	2	1315
Jared St	NE 4th St	NE 6th St		420	28	28	2	170				Full	2	1400
Median St	NE 4th St	NE 6th St		365	28	28	2	175				Full	2	1280
SW 10th St	SW "A" St	Dead End		1300	Varies	Varies	2	490		1		Full	2	4100
SW 10th St	SW "A" St	SW 11th St			27	155								
SW 10th St	SW 10th St & SW 11th St Intersection				38	65								
SW 10th St	West Bound Lane at Island				10.5	850								
SW 10th St	Palmer Ave at Island Street				16.5	940								
SW 10th St	East Bound Lane at Island				16.5	940								
SW 10th St	(East) Lane Connector				35.5	26.5								
SW 10th St	(West) Lane Connector				30	26								
			SE 11th St		25	32								
SE "D" St	SE 12th St	SE 14th St		615	24	24	2	215	16			Full	2	1640
SE 28th St	S. Walton Blvd	SE "C" St		1175	35	35	2	540			4	Full	2	1550
SE 11th St	Benton St	SE "C" St		400	23	23	2	155	8			Full	2	1190
			TOTAL	7530				3070	43	7	6			34850

NOTE: To be installed to City of Bentonville Street Department

NOTE: Drive aprons to receive a minimum 24 inch wing where applicable

NOTE: Side street approaches to be milled and overlaid to the end of radius or as determined by the street manager or his designee

NOTE: Side street approach width is based on an average to include the radii

NOTE: Water Valve and Manhole quantity is intended for information purposes



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-19-41

APPENDIX D

VICINITY MAPS

JARED ST
ESTIMATED TONS OF
ASPHALT NEEDED 170



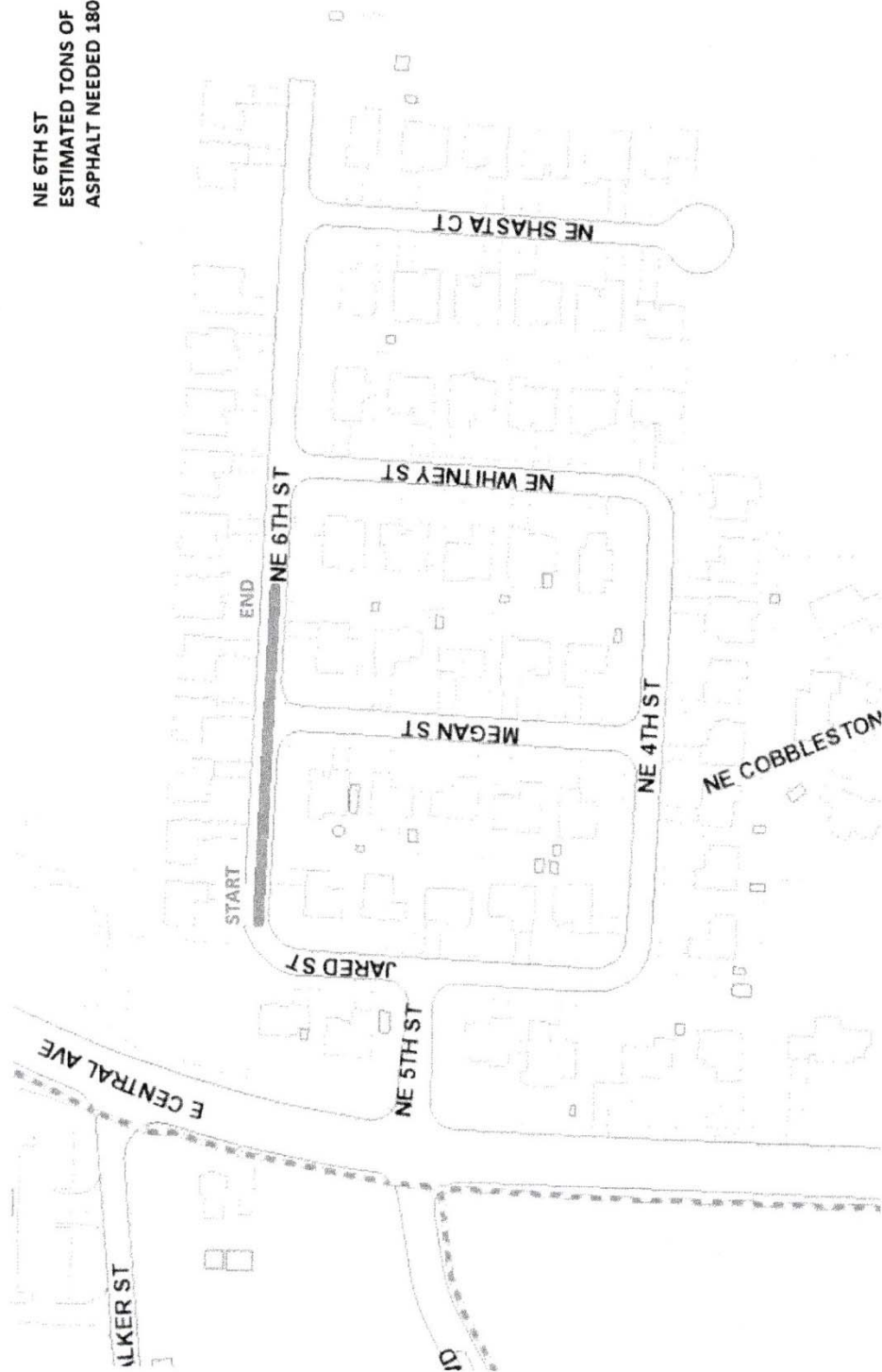
MEGAN ST
ESTIMATED TON OF
ASPHALT NEEDED 175

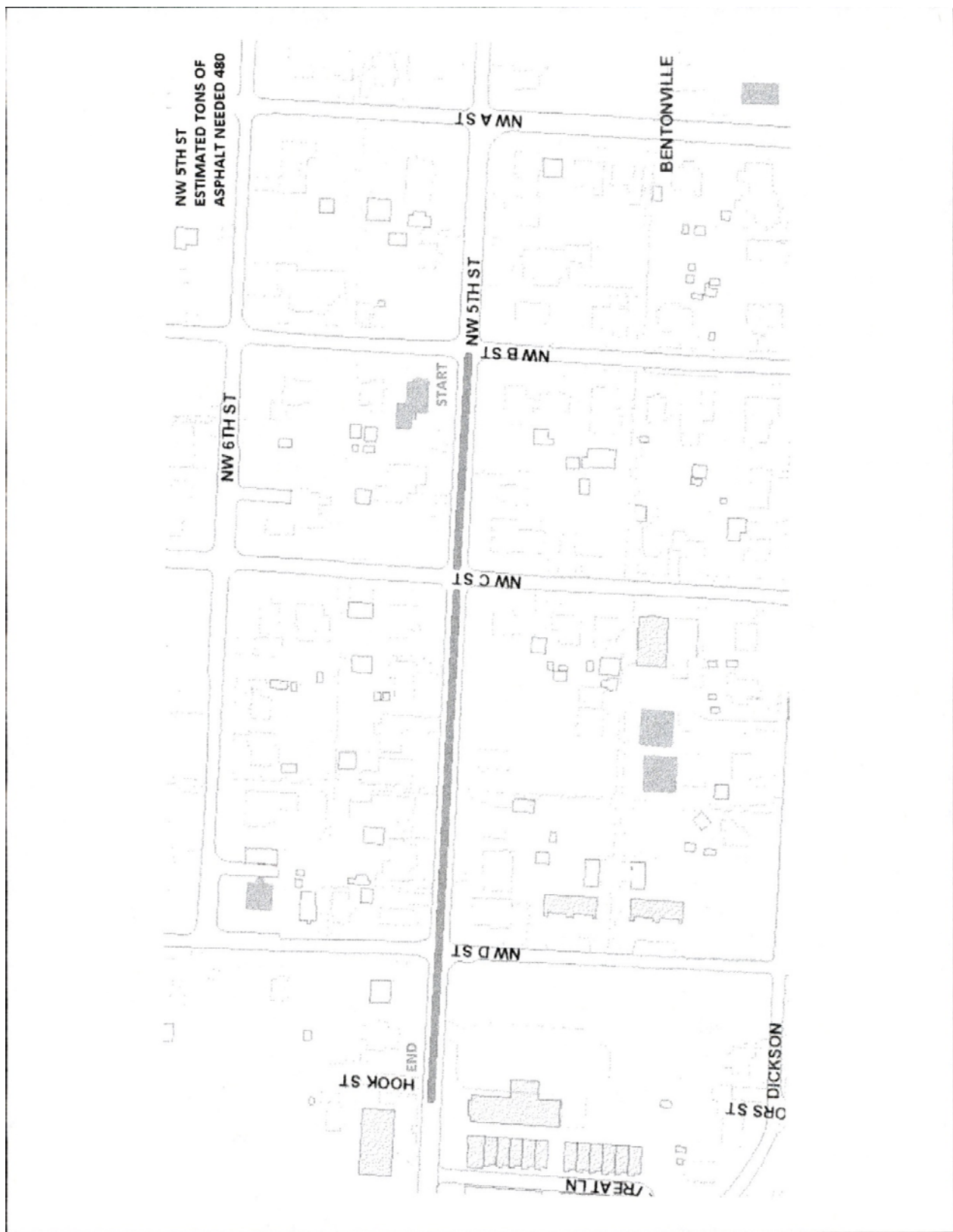


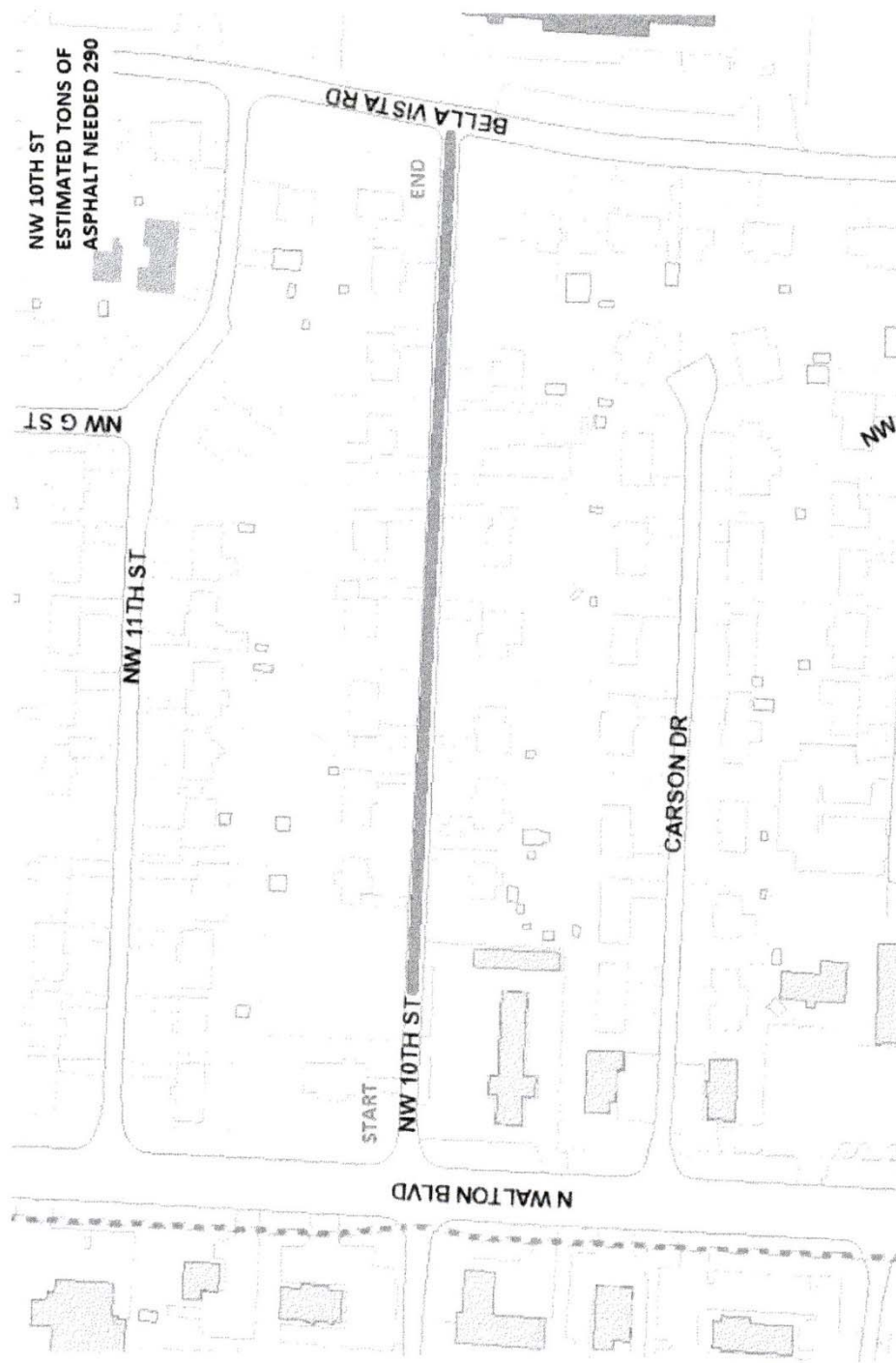
NE 4TH ST
ESTIMATED TONS OF
ASPHALT NEEDED 155

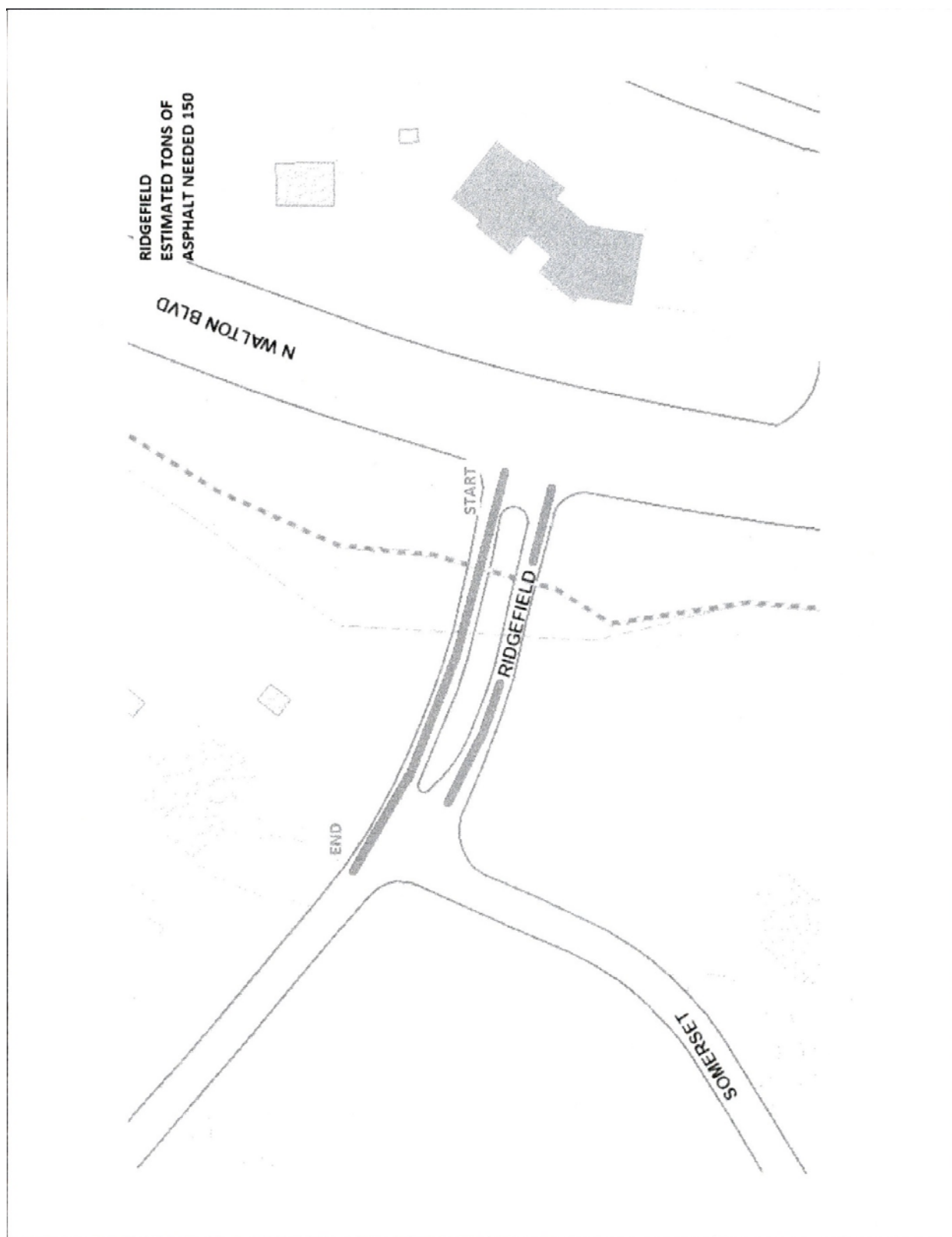


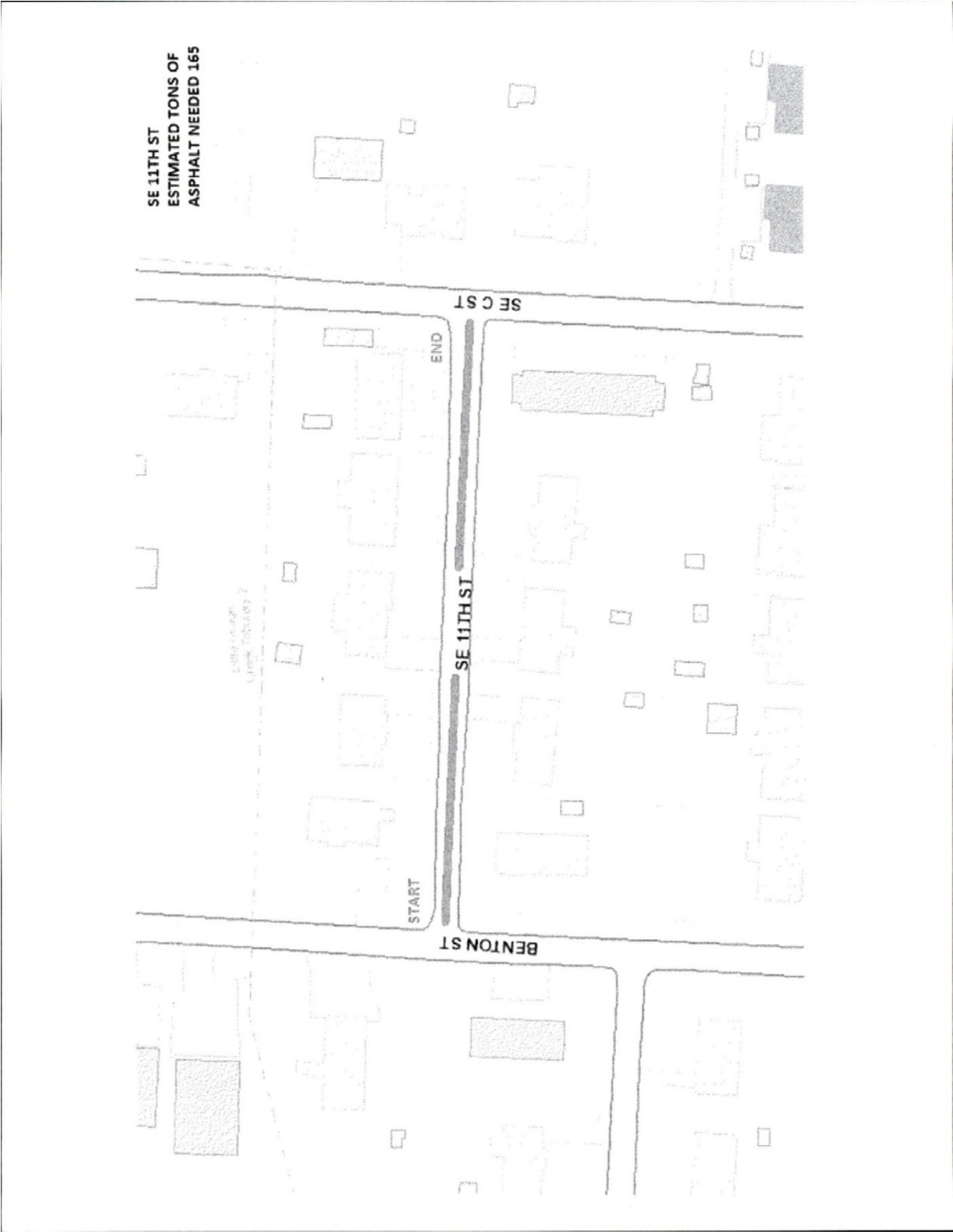
NE 6TH ST
ESTIMATED TONS OF
ASPHALT NEEDED 180

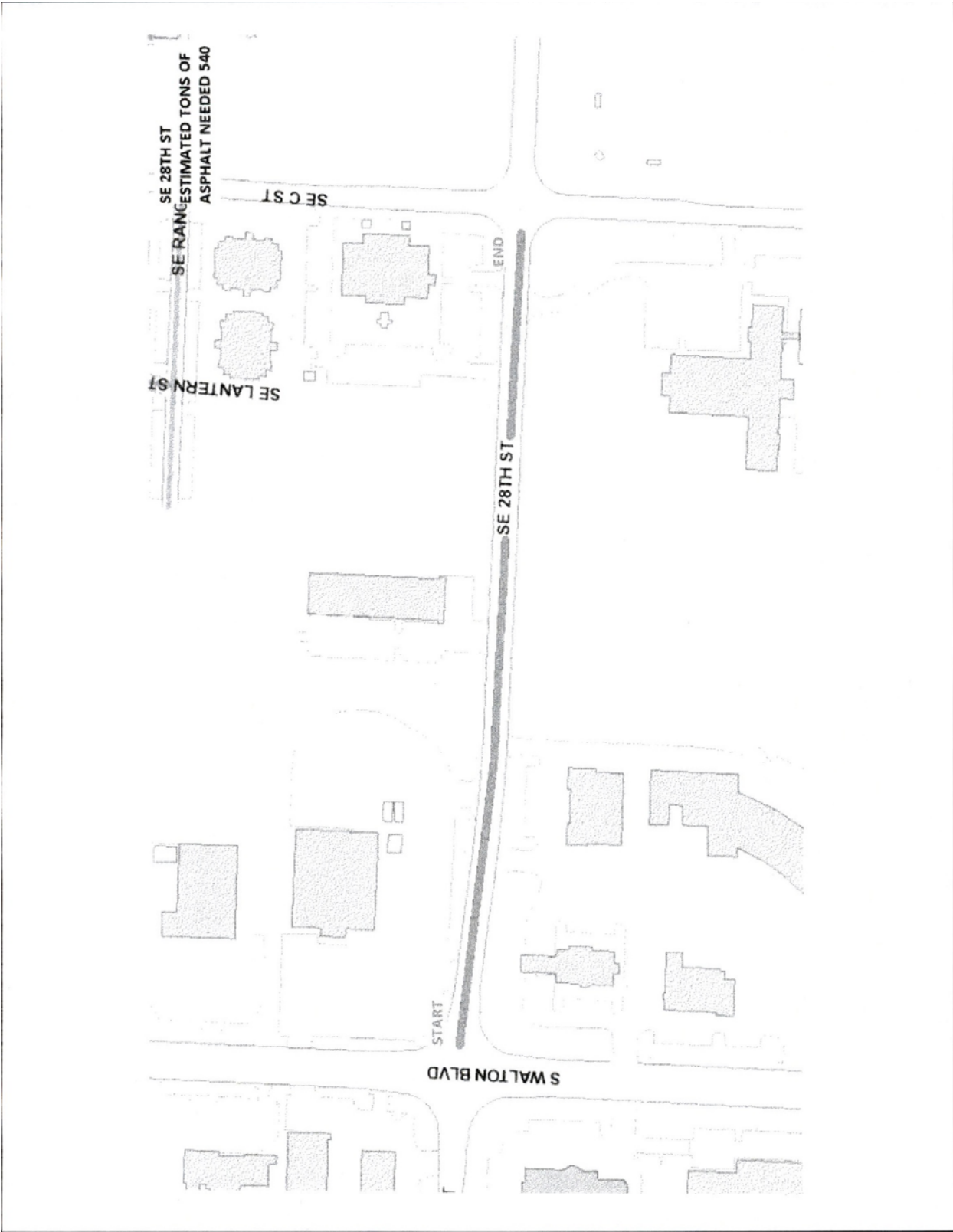


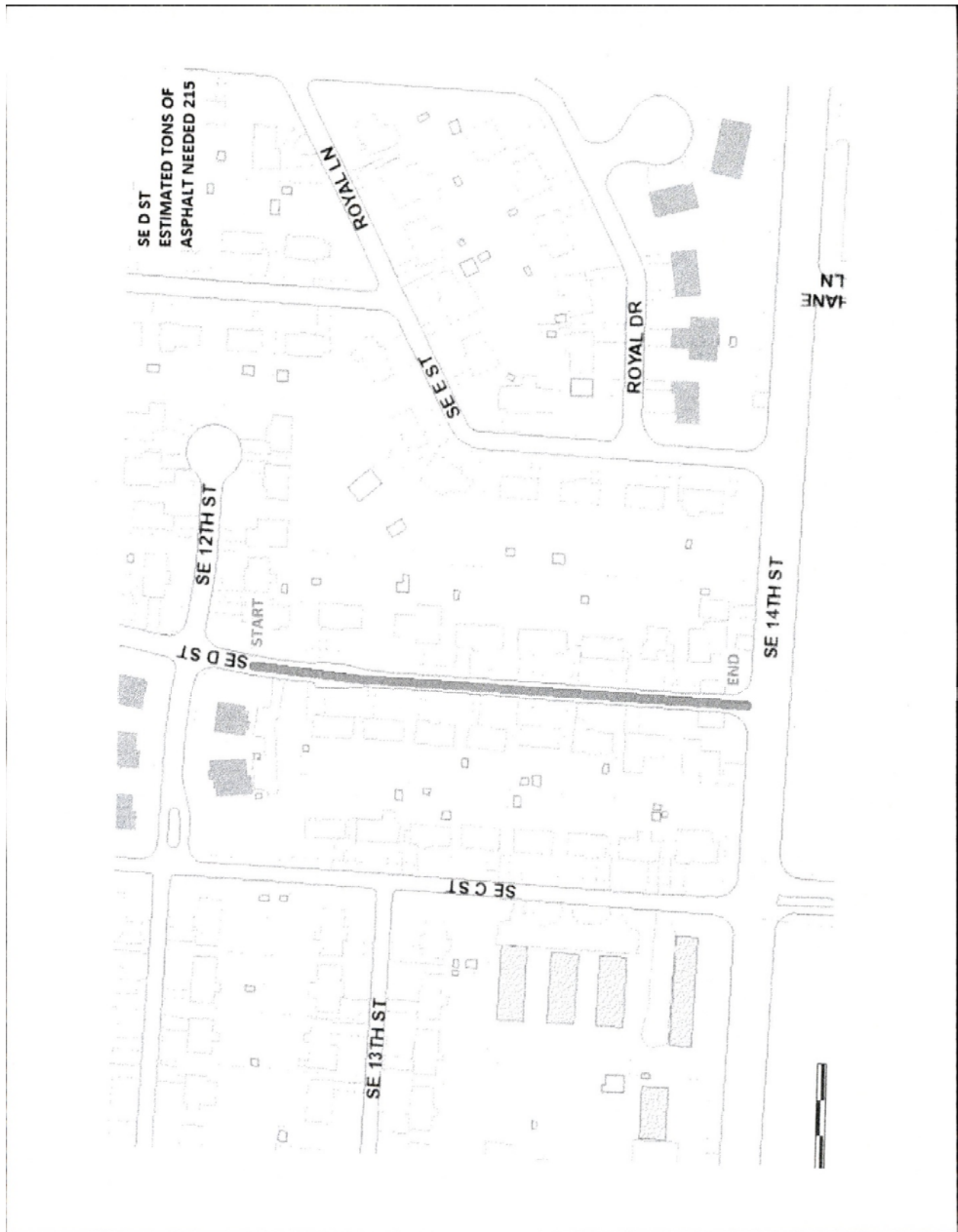




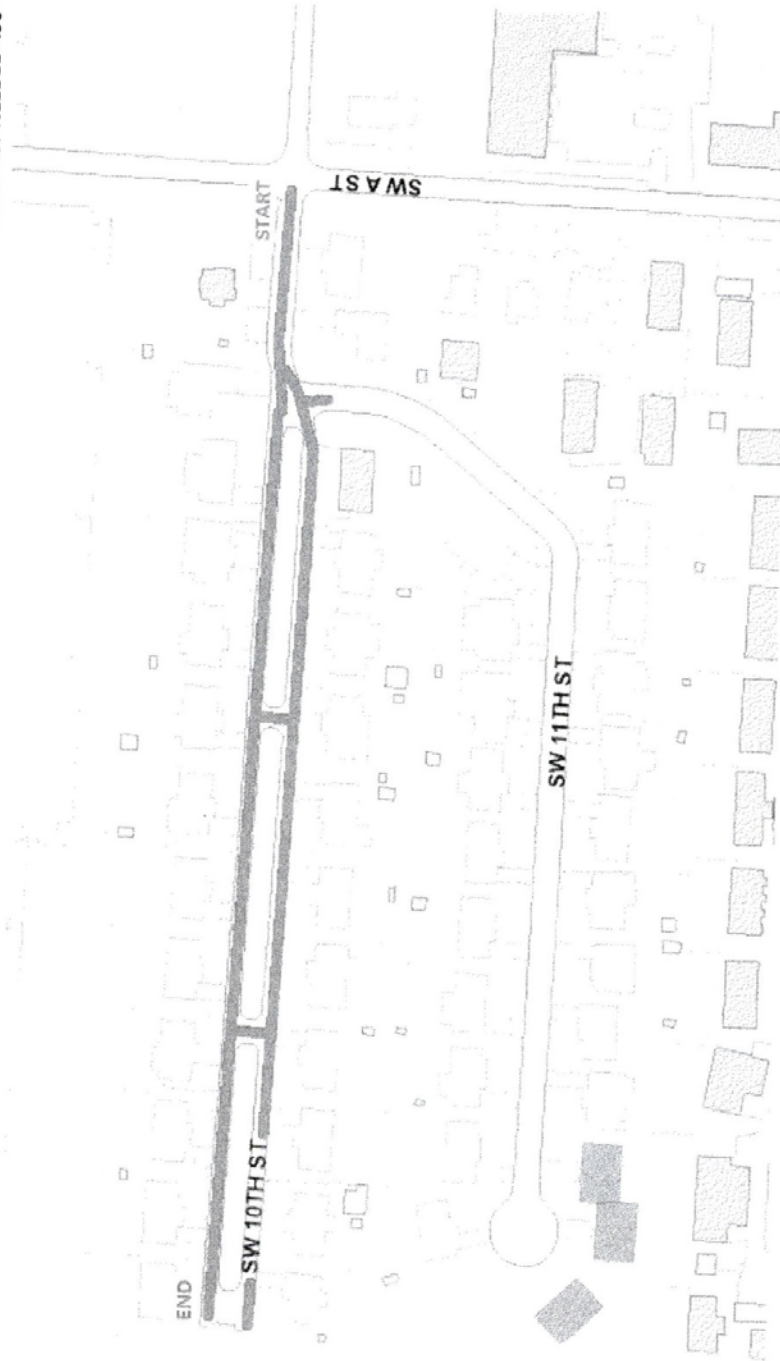








SW 10TH ST
ESTIMATED TONS OF
ASPHALT NEEDED 490





www.hutchensconstruction.com
Since 1961

Toll Free (888) PAVEIT2 • (888) 728-3482

Asphalt Paving & Maintenance /Crushed Limestone



Main Office:
1007 Main St.
Cassville, MO 65625
Phone (417) 847-2489
Fax (417) 847-5561

Springdale Office:
17137 Pleasure Heights Rd
Springdale, AR 72764
Phone (479) 927-0000
Fax (479) 927-0096

June 18, 2019

To Whom It May Concern:

This letter is to acknowledge Addendum 1 for City of Bentonville Bid IFB-19-41 Street Overlay.

Thank You,



Shawn Shrum

Estimator / Project Manager

Office: 479-927-0000

Cell: 479-466-6005



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 9, 2019

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Street Department recommends a budget adjustment in the amount of \$78,784.63 for the 2019 overlay program. Please see attachments.

COST TO CITY:

Cost of this Request: 78,784.63

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	350,000
Funds Expended to Date		
Remaining Budget		-
Budget Adjustment		\$78,784.63
Remaining After Adjustment	\$	78,784.63

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





Budget Adjustment #
(Assigned by Admin)

Department: Street

Date of Request: July 1, 2019

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
020-3810-430-73-86	Overlay		\$ 78,784.63	\$ (78,784.63)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 78,784.63	\$ (78,784.63)

Justification:

Due to an increase in asphalt pricing the overlay bid came in higher than what was budgeted. Therefore a budget adjustment is needed for the 2019 Overlay Program.

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



PLEASE RECYCLE





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

MEMORANDUM

DATE: 6-28-2019
TO: City Council, Mayor Orman
FROM: Tony Davis, Street Manager
RE: Overlay Bid IFB 19-41

On June 19, the City received two bids for the 2019 Overlay Program. The following are the totals that both bidders have submitted:

APAC Central Inc.	\$428,784.43
Hutchens Construction	\$459,473.41

Staff has reviewed the bids and concur that the values presented are in close proximity to current market rates. The Street fund has \$350,000 in the 2019 budget currently. Staff recommends both the bid award to APAC Central Inc., and a budget adjustment to cover the additional \$78,784.43 above the 2019-budgeted amount.

Sincerely,

Tony Davis
Street Manager



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 9, 2019

Submitted by:

Gary Wilson

Department

Utility Billing/Meter Reading

Phone

271-3104

ACTION REQUIRED:

Request approval of resolution for contract amendment and budget adjustment for credit card processing software upgrade.

COST TO CITY:

Cost of this Request: \$13,525

Additional Budget Amount \$13,525

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	13,525
Remaining After Adjustment	\$ 13,525

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: July 1, 2019

Justification:

Date: _____ Date entered: _____ By: _____



City of Bentonville

Memorandum

To: Mayor Orman and City Council
CC: Jake Harper
From: Gary Wilson
Date: June 24, 2019

The City has received notice that we must change how the back end of our CentralSquare software processes credit cards. We have two options for how to proceed. We can upgrade to the new generation of the back end that we currently use or we can change to a third party to fill that role.

After reviewing the options available, we recommend changing the back end interface to a third party. Automated Merchant Systems is our current merchant provider and can fill this role. This is similar to the role they provide as the interface with our website. They also provide the added benefit that a core piece of their system is the same that we will be using when we change to our new billing software provider.

This item is unbudgeted and will require a budget adjustment. The cost for this proposal is \$13,325 and includes the hardware, system development and go-live expenses for Automated Merchant Systems and CentralSquare.

While we expected the current system to eventually be retired, the original date planned was after we would have migrated to our new billing software. In the last several months, there have been a number of changes that have necessitated making this change now and ensuring we remain secure.

117 WEST CENTRAL AVE, BENTONVILLE, AR 72712
T 479-271-3100 U WWW.BENTONVILLEAR.COM

**GATEWAY SERVICES AND PRICING AMENDMENT TO
MERCHANT PROCESSING AGREEMENT**

This Amendment to the Merchant Processing Agreement ("Amendment") entered into as of July 1, 2019 ("Amendment Effective Date") and is by and among Merrick Bank Corporation, a Utah industrial banking corporation ("Member Bank"), Automated Merchant Systems, Inc. ("AMS") and the government entity signing below (the "Merchant"), and amends that certain Merchant Processing Agreement dated as of June 28, 2004 to include the Gateway Services and Pricing program (the "Program") and all parties (Member Bank or its predecessor-in-interest, AMS and Merchant) are in agreement. Member Bank, AMS and the Merchant agree the Program contained in this Amendment shall supersede and prevail over any contradictory or inconsistent terms and conditions contained in the Agreement, as amended from time to time, and agree further that all capitalized terms used, but not otherwise defined herein, shall have the meanings assigned thereto in the Agreement. Once the Program is implemented, the following Gateway Service Fees Schedule is in addition to the original Fee Schedule:

PCI Compliant Internet Gateway Third Party Costs

Gateway	Setup Fee	* Monthly Fee	* Per Transaction	- Threshold
USAPay	\$ 150.00	\$ 20.00	\$ 0.10	1000
BridgePay	Waived	Waived	\$ 0.10	0
Plug-N-Pay	\$ 150.00	\$ 15.00	\$ 0.075	200
Authorize.net	\$ 100.00	\$ 20.00	\$ 0.10	0
* TNSI Synapse	N / A	\$ 20.00	\$ 0.10	0

* Monthly Fee includes standard features, adding features may increase the monthly fee.

* Per Transaction Fee only applies after transaction Threshold exceeded per month.

* TNSI Synapse allows supported wireless terminals to connect using GPRS / CDMA modems.

The following section of the Merchant Processing Agreement Terms and Conditions is hereby modified as follows:

1. **Services.** Member Bank and ISO agree to provide you, at your U.S. locations identified by you and submitted for approval, transaction gateway, processing and/or settlement services (the "Services") in accordance with the terms and conditions of this Agreement. You agree to use Member Bank to sponsor, clear and settle all of your Card transactions. You will be responsible for the installation, servicing and maintenance of the point-of-sale devices and related equipment at your facilities, and will likewise be responsible for the connection of those devices to the Services in compliance with ISO's requirements. ISO hereby grants to you a limited, non-exclusive, non-transferable, revocable, royalty free right, during the Term, to use the Services, subject to the restrictions herein and any other restrictions communicated by ISO to you, solely for your internal use. ISO and its suppliers shall retain title and all ownership rights to the Services and this Agreement shall not be construed in any manner as transferring any rights of ownership or license to the Services or to the features or information therein, except as specifically stated herein. ISO is providing you with information concerning the technical requirements for allowing the Services to send and receive electronic transaction data for authorization and/or settlement from and to ISO. To utilize the Services, you must: (i) provide for your own access to the internet and pay any fees associated with such access, and (ii) provide all equipment necessary for you to make such connection to the internet, including a computer, modem and web browser. If you elect to receive transaction gateway services or certain other services from ISO, you may receive a password when registering for such services. Upon approval, that password will allow you access to those Services. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify ISO of any unauthorized use of your password or account or any other breach of security. You shall not: (A) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer the Services; (B) circumvent any technological measure that controls access to the Services; or (C) use the Services other than pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives.

Automated Merchant Systems, Inc.

City of Bentonville AR

By: _____

By: _____

Title: President

Title: _____



Superior, a CentralSquare Company

Quote Prepared For:
Jonathan Rogers, IT Manager
City of Bentonville
117 W. Central Avenue
BENTONVILLE, AR, 72712
479-271-5911

Date: 06/13/19

Quote Number: Q-00017568 Valid Until:
09/10/19

Add-On Quote

Quote Prepared By:
Keegan Wetzel, Associate Account Manager
CentralSquare Technologies
1000 Business Center Drive
Lake Mary, FL 32746
Phone: 800-727-8088 Fax:
keegan.wetzel@centralsquare.com

Thank you for your interest in our company and our software and services solutions. Please review the below quote and feel free to contact Keegan Wetzel with any questions.

Professional Services Development & Conversion

Product Name	Amount
NavLine Financials Development	35
PA-NL-FI-NLFNDV-PS	7,000.00
Total	7,000.00

Project Management

Product Name	Amount
NavLine All Other Project Management PA	2
PA-NL-AO-NLAOPMPA-PS	320.00
Total	320.00
Total Professional Services	7,320.00

Summary

Product/Service	Amount
Professional Services	7,320.00
Subtotal	7,320.00 USD



Total 7,320.00 USD

See Product notes in the Additional Information Section

Payment terms as follows, unless otherwise noted below for Special Payment Terms by Product:
Do not pay from this form. Customer will be invoiced for the fees set forth after execution.

If applicable, annual Access, Subscription and/or Cloud/Hosting Fees will be invoiced annually after the initial term.

Maintenance Service and Support Fees (including third party products) are included with purchase for the initial term and will be invoiced annually after the initial term.

License, Start-up and Third Party software and/or hardware Fees are due at execution.

Training Fees and Travel Expenses are due as incurred. All other Professional Services will be as incurred (Time and Materials).

Custom Modifications and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion.

Pricing for professional services provided under this quote is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of services required to complete the services. If required, additional services can be provided on a time and materials basis at CentralSquare's then-current hourly rates for the services at issue. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Additional Terms:

This form constitutes a supplemental order and amendment to the existing Agreement (the "Agreement") by and between CentralSquare and Customer. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

Travel expenses shall be governed by the CentralSquare Travel Policy.

Preprinted conditions and any terms stated on purchase orders or other documents submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by both parties.

If applicable, Third party hardware/software maintenance and any applicable warranty provisions will be provided by the third party manufacturer(s). The return and refund policy of each individual third party hardware/software supplier shall apply. In the event that a manufacturer changes any of these respective policies or prices, CentralSquare reserves the right to adjust this proposal to reflect those changes if they occur prior to execution.



Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery. Delivery is defined as either a) electronic delivery, by posting it on CentralSquare's network for downloading, or similar electronic file transfer method, or (b) physical shipment, such as on a disc or other media transfer method. Physical shipment is on FOB - CentralSquare's shipping point, and electronic delivery is deemed effective at the time CentralSquare provides Customer with access to download the CentralSquare Solutions.

Jonathan Rogers, IT Manager
City of Bentonville

Authorized Signature: _____

Printed Name: _____

Date: _____

Additional Information Section
Product Notes:

QUOTE

Date : 6/17/2019

Quote # : 6622

Account # : 2991

Quoted By

Automated Merchant Systems, Inc.
1071 S Sun Drive Suite 2001
Lake Mary, FL 32746
USA
(407) 331-5465

Quoted To

City of Bentonville
Gary Wilson
117 West Central
Bentonville, AR 72712
USA

For Account

City of Bentonville
Gary Wilson
117 West Central
Bentonville, AR 72712

Description	Qty	Rate	Amount
Dejavoo Z11 WiFi/Dual Comm S/N:	6	495.00	2,970.00
Dejavoo Z-Series Stylus Pen	6	120.00	720.00
	6	25.00	150.00
Approved By: _____		Subtotal	\$3,840.00
Date: _____		Sales Tax (0.0%)	\$0.00
PO #: _____		Total	\$3,840.00

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AMENDMENT TO THE
EXISTING CONTRACT WITH AUTOMATED
MERCHANT SYSTEMS, INC. AND APPROVING A
BUDGET ADJUSTMENT.**

**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 amendment to the existing contract with Automated Merchant Systems, Inc. related to software credit card processing, as set forth in the amendment attached hereto as Exhibit A.

Section 2: That a budget adjustment in the amount of \$13,525.00 should be and the same is hereby approved.

Section 3: 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