



BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, and the current Federal recommendations to avoid gatherings of 10 or more people, some of all of the members of the City Council, as well as City staff members, are encouraged to attend this meeting by phone or other remote means. That being said, the Community Development Building will be open for the public to attend. Those that do attend will be asked to watch/listen to the meeting from the building’s lobby. Attendees will only be allowed into Council chambers to make a public comment or to speak during any public hearing on the agenda. Those who do attend should observe the CDC recommendations concerning hygiene, the use of masks or other facial coverings, and social distancing (keeping at least 6 feet away from other persons present at the meeting). Moreover, no one should attend this meeting if they are experiencing any type of illness involving a fever, sneezing or coughing, or shortness of breath. Those wishing to make public comments who cannot or do not want to attend the meeting may do so by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and those comments will be communicated to the members of the Council and the Mayor. While emailed comments are encouraged, accommodation has also been made to allow Bentonville citizens to make “live” public comments orally in the event they cannot or do not feel comfortable attending the meeting in person. To do so, please send an email indicating a desire to make “live” oral public comments to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

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

**Tuesday, May 26, 2020 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: May 12, 2020

AGENDA

1. Request that the City Council adopt a formal resolution to recognize, commend and congratulate Corporal Will Gardner's retirement. This resolution also recognizes Corporal Gardner's lifelong military and public service career, including more than 14 years of law enforcement service with the Bentonville Police Department. This resolution also wishes Corporal Gardner much health, happiness, and continued success in all of his future endeavors. See attached resolution.
(Pages 6-7)

2. Planning:

- 2a. **Ordinance accepting a lot split of Lots 7-8 of Scoggan Subdivision, Satoko Kato, 403 SW C Street, DN-2, Downtown Medium-Density Residential.**

(Pages 10-12)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lots 3 and 4 of Scoggan Subdivision, creating new Lots 7 and 8 (both +/- 0.13 acres). The plat dedicates a 20-foot utility easement along SW C Street, as well as right-of-way to meet the requirements of the Master Street Plan. SW C Street is designated a Local street.

- 2b. **Ordinance accepting a lot split of Lots 8-9 of Osage Hills Subdivision, Centerton Waterworks & Sewer Commission, 3516 Ginn Road, Expired PUD, Planned Unit Development & R-2, Duplex & Patio Home Residential.**

(Pages 13-17)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 4 of Osage Hills Subdivision, creating new Lots 8 (+/- 35.15 acres) & 9 (+/- 1.17 acres). The plat dedicates additional utility easements to provide utility service to the lift station.

- 2c. **Ordinance accepting a lot split of Lots 19-20 of Eversole Addition, Clayton & Sheila Eversole, SW Regional Airport Boulevard & SW I Street, C-2, General Commercial.**

(Pages 18-21)

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 14 of Eversole Addition, creating new Lots 19 (+/- 1.31 acres) and 20 (+/- 0.91 acres). New Lot 19 is the future home of Plaza Tire, a large scale

development approved by Planning Commission on April 7, 2020. The plat dedicates an access easement off SW Regional Airport Boulevard along the eastern portion of new Lot 19 to give access to new Lot 20. The plat also dedicates an access easement off SW I Street along the shared lot line of both lots. In addition, the plat dedicates a 20-foot drainage easement along the eastern portion of new Lot 20.

3. An ordinance to waive the competitive bidding requirements for a 1-year Mission Communications Service package renewal with Mission Communications, LLC. in an amount not to exceed \$25,000.00 This service package is for the alarm systems on all 61 wastewater lift stations within the city. This service continuously monitors and reports wastewater lift station conditions via cell phone, SCADA and email; power failures, high wetwell levels, and pump run times. Data received greatly reduces sanitary sewer overflows and reduces lift station operation cost. Any Mission Control upgrades are covered by this agreement. This is a 2020 budgeted item. **(Pages 22-32)**
4. Bid Award - Bid award to Bobcat of NWA for the purchase of a 2020 compact mini-excavator to replace unit 3040-15 a 2006 model Bobcat compact mini-excavator. The approved budget for the purchase is \$60,000.00 and this unit was bid at \$45,771.00. Thank you for your consideration for this request. **(Pages 33-51)**
5. Bid Award recommended by Staff to P & K John Deere for the purchase of a 2020 John Deere 4052M for \$35,346.00. P & K John Deere is the second lowest bid received; the low-bid from Riggs Caterpillar did not meet the required engine specification listed in the IFB-20-45 bidding documents. **(Pages 52-72)**
6. Bid Award to Saltus Technologies in the amount of \$67,231.00, Bid IFB-20-43 (Digiticket Hardware). See attached bid tabulation and bid submission forms for additional information. This purchase is part of the Police Department's 2020 Minor Equipment/Computers budget. **(Pages 73-88)**
7. Bid Award in the amount of \$31,654.00 to WAPCO Distribution for the purchase of fire apparatus communication devices for six front line fire apparatus. **(Pages 89-108)**
- 8a. Ordinance for City Council approval to waive competitive bidding requirements in the amount of \$68,918.00 to Precision Rescue for new AMKUS extrication tools for Rescue 2. These will be purchased with insurance turn back funds from ACT 833 to Capital Equipment and Minor Equipment. Precision Rescue is the sole source provider for AMKUS Rescue Systems for our specific territory. **(Pages 109-115)**
- 8b. Budget adjustment in the amount of \$97,605.00 from ACT 833 to Capital Equipment and Minor Equipment. These funds will be used to purchase a Thermal Imaging Camera (\$9,739.00) for Engine 7, air bottles (\$18,948.00) for self-contained breathing apparatus (SCBA), and new extrication tools (\$68,918.00) for Rescue 2. **(Pages 116-118)**
9. A resolution authorizing the Mayor and City Clerk to enter into an agreement with the FAA for Cares Act Grant Offer, Grant No. 3-05-0006-016-2020 to be used for legitimate expenses associated with the operation of the Bentonville Municipal Airport and approval to execute any and all contracts associated with said grant and paid for by said grant. **(Pages 119-139)**

10. Budget Adjustment to receive revenue in the amount of \$12,215.46 from insurance for repair of the Street Departments Street Sweeper. **(Pages 140-142)**
- 11a. Bid award #IBF-20-22 to 81 Construction Group Inc. for the repair of 200 street cuts. Please see attachments. **(Pages 143-233)**
- 11b. Budget Adjustment to fund bid award IFB 20-22 in the amount of \$235,060.00 to 81 Construction Group Inc. for the repair of 200 street cuts. **(Pages 234-235)**
12. Bid Award for construction of the Replacement of Town Vu Road Bridge at Mc-Kissic Creek Project, IFB20-15. Crossland Heavy Contractors is the apparent low bidder in the amount of \$811,198.00. **(Pages 236-239)**
13. Resolution authorizing the Mayor to enter into an amended agreement with McClelland Consulting Engineers, Inc., for Task Order 3 to the Master Services Agreement for the design of SW A Street from Walton Blvd to West Central Ave. The cost of this Amendment is \$482,960.00, which will come from the Bond Account. **(Pages 240-249)**
14. A resolution expressing the willingness of the city to apply for \$1,120,000.00 from the Federal-aid Surface Transportation Block Grant Program- Attributable (STBGP-A) program - FFY 2021 administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to help fund environmental and initial design for road improvements to Greenhouse Road. The project is a partnership between the City of Bentonville and the City of Centerton. If awarded, the grant will pay 80% of the total project cost and the remaining 20% must be matched by the applicants. If the grant is awarded, Bentonville's portion of the matching funds is \$154,000.00 which will be funded from the street construction account. There is no cost to the city to apply for the grant. **(Pages 250-253)**
15. A resolution expressing the willingness of the city to apply for \$500,000.00 from the federal-aid Transportation Alternatives Program (TAP) Fund FFY 2020 administered by the Arkansas Department of Transportation (ARDOT) to construct the tunnel under the Bella Vista Bypass Interchange (ARDOT CA0903). If awarded, the grant will pay 80% of the total project cost and the city must match 20%, which is \$125,000.00 funded from the street construction account. There is no cost to the city to apply for the grant. **(Pages 254-256)**
16. A resolution expressing the willingness of the city to apply for \$250,000.00 from the federal-aid Transportation Alternatives Program (TAP) Fund FFY 2021 administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to construct approaches to the tunnel under the Bella Vista Bypass Interchange (ARDOT CA0903). If awarded, the grant will pay 80% of the total project cost and the city must match 20%, which is \$62,500.00 funded from the street construction account. There is no cost to the city to apply for the grant. **(Pages 257-260)**
- 17a. Resolution authorizing Mayor and City Clerk to enter into an agreement Ecological Design Group, in the amount of \$117,750.00, for the design and construction administration of a bridge over the Little Sugar Creek at Bella Vista Lake Park. **(Pages 261-269)**

- 17b. Budget adjustment, in the amount of \$117,750.00, to allow for a design contract for the design and construction administration of a bridge over the Little Sugar Creek at Bella Vista Lake Park. **(Pages 270-271)**
- 18. Bid award to American Soccer Company (Score Sports) for youth soccer uniforms for the fall 2020 and spring 2021 seasons in the amount of \$26,190.00. This is a budgeted item. **(Pages 272-292)**
- 19. Resolution authorizing the Mayor to enter in the Northwest Arkansas Razorback Greenway Alliance Agreement with other Northwest Arkansas municipalities. **(Pages 293-302)**
- 20. Resolution authorizing the Mayor and City Clerk to amend an existing lease agreement with Doscientos Once, LLC DBA 211 Café to provide café services inside the Bentonville Public Library. This amendment was developed in response to the COVID-19 Pandemic. **(Pages 303-307)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Request that the City Council adopt a formal resolution to recognize, commend and congratulate Corporal Will Gardner's retirement. This resolution also recognizes Corporal Gardner's lifelong military and public service career, including more than 14 years of law enforcement service with the Bentonville Police Department. This resolution also wishes Corporal Gardner much health, happiness, and continued success in all of his future endeavors. See attached resolution.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

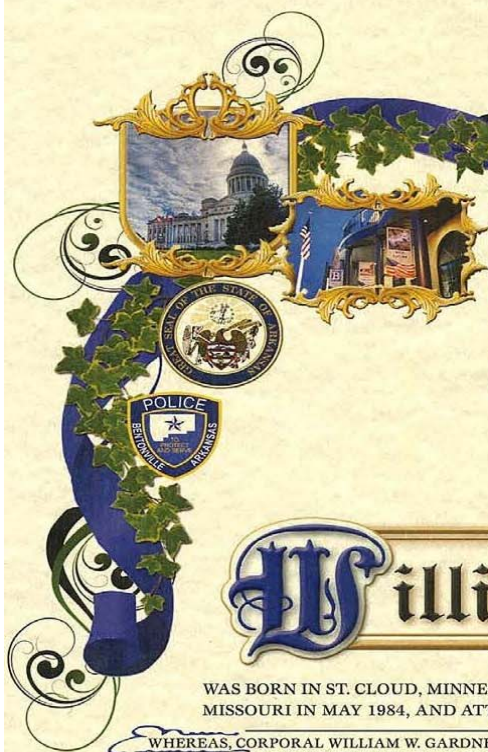
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





City of Bentonville State of Arkansas

RESOLUTION

CORPORAL

William W. Gardner

WAS BORN IN ST. CLOUD, MINNESOTA AND GRADUATED FROM CENTRAL CHRISTIAN ACADEMY IN JOPLIN, MISSOURI IN MAY 1984, AND ATTENDED MISSOURI SOUTHERN STATE UNIVERSITY; AND

WHEREAS, CORPORAL WILLIAM W. GARDNER JOINED THE UNITED STATES COAST GUARD IN MAY 1985, WHERE HE SERVED OUR COUNTRY AND RECEIVED NUMEROUS AWARDS RECOGNIZING HIS MILITARY AND PERSONAL ACCOMPLISHMENTS AS A 2ND CLASS PETTY OFFICER E-5 UNTIL MAY 1995, AND CONTINUED HIS SERVICE WITH UNITED STATES ARMY RESERVES IN JULY 2000, AS A SERGEANT E-5 UNTIL APRIL 2003; AND

WHEREAS, CORPORAL WILLIAM W. GARDNER BEGAN HIS 21-YEAR LAW ENFORCEMENT CAREER WITH THE JOPLIN POLICE DEPARTMENT IN JUNE 1997, WHERE HE SERVED AND RECEIVED NUMEROUS COMMENDATIONS AS A POLICE OFFICER AND MEMBER OF THE DEPARTMENT'S SPECIAL RESPONSE TEAM UNTIL FEBRUARY 2004; AND

WHEREAS, CORPORAL WILLIAM W. GARDNER JOINED THE BENTONVILLE POLICE DEPARTMENT AS A POLICE OFFICER ON FEBRUARY 27, 2006, SERVED AS A K-9 HANDLER FROM FEBRUARY 2007 UNTIL APRIL 2012, WAS A MEMBER OF THE BIKE TEAM, THE HONOR GUARD, THE SPECIAL WEAPONS AND TACTICS TEAM, AND THE CRISIS NEGOTIATIONS TEAM, AND WAS ULTIMATELY APPOINTED TO THE POSITION OF SCHOOL RESOURCE OFFICER FOR THE BENTONVILLE SCHOOL DISTRICT IN 2012, WHERE HE FAITHFULLY SERVED WITH THE PRESENT RANK OF CORPORAL, UNTIL HIS RETIREMENT; AND

WHEREAS, CORPORAL WILLIAM W. GARDNER, IN HIS CAPACITY AS A RESOURCE OFFICER, CREATED A POSITIVE AND SAFE ATMOSPHERE FOR THE STUDENTS OF BOTH WASHINGTON AND LINCOLN JUNIOR HIGH SCHOOLS, GAINED THE SUPPORT OF BOTH THE PARENTS AND OF THE SCHOOL ADMINISTRATION, WAS A ROLE MODEL FOR OUR CITY, OUR YOUTH, AND OUR POLICE DEPARTMENT; AND

WHEREAS, CORPORAL WILLIAM W. GARDNER, IN BOTH HIS PROFESSIONAL AND PERSONAL ENDEAVORS, ESTABLISHED A LASTING REPUTATION FOR MAKING REAL CONNECTIONS WITHIN OUR COMMUNITY, AND ON A DAILY BASIS EARNED THE TRUST AND CONFIDENCE OF OTHERS ONE CONTACT AT A TIME; AND

WHEREAS, CORPORAL WILLIAM W. GARDNER, THROUGH HIS COUNTLESS DUTIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE; AND

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES CORPORAL WILLIAM W. GARDNER FOR HIS 21 YEARS OF DEDICATED LAW ENFORCEMENT SERVICE, TO INCLUDE HIS 14 PLUS YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.



GIVEN THIS 26th day of May 2020, in Bentonville, in the Great State of Arkansas, in the United States of America.

Stephanie Orman, Mayor

Linda Spence, City Clerk



City Council Agenda Items
For City Council Meeting of May 26, 2020
From the May 19, 2020 Planning Commission Meeting

Ordinance accepting a lot split of Lots 7-8 of Scoggan Subdivision, Satoko Kato, 403 SW C Street, DN-2, Downtown Medium-Density Residential.

The Planning Commission voted 7-0, recommending approval.

A lot split of Lots 3 and 4 of Scoggan Subdivision, creating new Lots 7 and 8 (both +/- 0.13 acres). The plat dedicates a 20-foot utility easement along SW C Street, as well as right-of-way to meet the requirements of the Master Street Plan. SW C Street is designated a Local street.

Ordinance accepting a lot split of Lots 8-9 of Osage Hills Subdivision, Centerton Waterworks & Sewer Commission, 3516 Ginn Road, Expired PUD, Planned Unit Development & R-2, Duplex & Patio Home Residential.

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 4 of Osage Hills Subdivision, creating new Lots 8 (+/- 35.15 acres) & 9 (+/- 1.17 acres). The plat dedicates additional utility easements to provide utility service to the lift station.

Ordinance accepting a lot split of Lots 19-20 of Eversole Addition, Clayton & Sheila Eversole, SW Regional Airport Boulevard & SW I Street, C-2, General Commercial.

The Planning Commission voted 7-0, recommending approval.

A lot split of Lot 14 of Eversole Addition, creating new Lots 19 (+/- 1.31 acres) and 20 (+/- 0.91 acres). New Lot 19 is the future home of Plaza Tire, a large scale development approved by Planning Commission on April 7, 2020. The plat dedicates an access easement off SW Regional Airport Boulevard along the eastern portion of new Lot 19 to give access to new Lot 20. The plat also dedicates an access easement off SW I Street along the shared lot line of both lots. In addition, the plat dedicates a 20 foot drainage easement along the eastern portion of new Lot 20.



Consent Agenda Items

For Planning Commission meeting of May 19, 2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

- ❖ At the Technical Review meeting held on May 12, 2020 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 7 & 8, Scoggan Subdivision, Kato, 403 SW C Street, DN-2 Downtown Medium-Density Residential, LS20-0011

Lot split of Lots 3 and 4 of Scoggan Subdivision, creating new Lots 7 and 8 (both +/- 0.13 acres). The plat dedicates a 20-foot utility easement along SW C Street, as well as right-of-way to meet the requirements of the Master Street Plan. SW C Street is designated a Local street.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Lot Split: Lots 8 & 9, Osage Hills Subdivision, Centerton Waterworks & Sewer Commission, 3516 Ginn Road, Expired PUD & R-2, Duplex and Patio Home Residential, LS20-0023

A lot split of Lot 4 of Osage Hills Subdivision, creating new Lots 8 (+/- 35.15 acres) & 9 (+/- 1.17 acres). The plat dedicates additional utility easements to provide utility service to the lift station.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)

Lot Split: Lots 19 & 20, Eversole Addition, Eversole, SW Regional Airport Boulevard & SW I Street, C-2, General Commercial, LS20-0010

Lot split of Lot 14 of Eversole Addition, creating new Lots 19 (+/- 1.31 acres) and 20 (+/- 0.91 acres). New Lot 19 is the future home of Plaza Tire, a large scale development approved by Planning Commission on April 7, 2020. The plat dedicates an access easement off SW Regional Airport Boulevard along the eastern portion of new Lot 19 to give access to new Lot 20. The plat also dedicates an access easement off SW I Street along the shared lot line of both lots. In addition, the plat dedicates a 20 foot drainage easement along the eastern portion of new Lot 20.

(Please click on this link to access the vicinity map for this item: <https://arcg.is/08HvK8>)



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 7-8 OF SCOGGAN
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0011).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 7-8 of Scoggan Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 19, 2020; 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 7-8 of Scoggan 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.

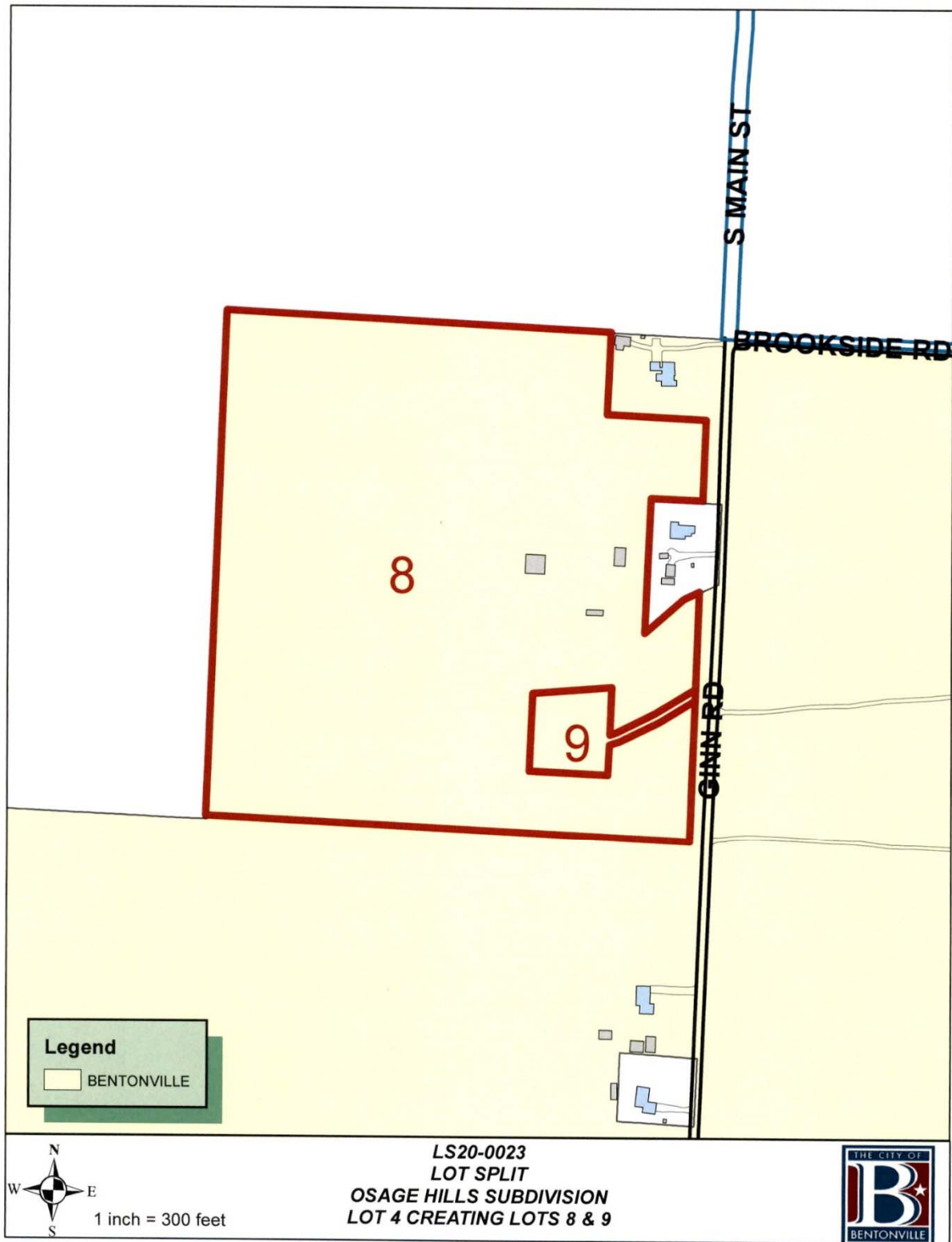
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

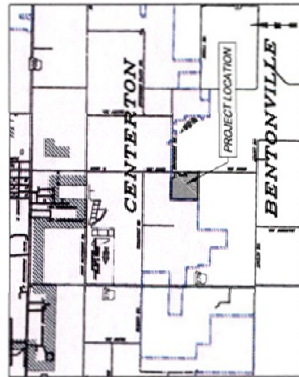
MAYOR

ATTEST:

CITY CLERK



LOT SPLIT of LOT 4 OSAGE HILLS SUBDIVISION BENTONVILLE, ARKANSAS



VICINITY MAP
N.T.S.

GENERAL NOTES

1. EXISTING LOT LINES ARE SHOWN ON THIS MAP. THE CITY OF BENTONVILLE HAS REVIEWED THIS MAP AND HAS DETERMINED THAT THE LOT LINES SHOWN ARE CORRECT. THE CITY OF BENTONVILLE HAS REVIEWED THIS MAP AND HAS DETERMINED THAT THE LOT LINES SHOWN ARE CORRECT. THE CITY OF BENTONVILLE HAS REVIEWED THIS MAP AND HAS DETERMINED THAT THE LOT LINES SHOWN ARE CORRECT.
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RECORDING BLOCK

THIS DOCUMENT FILED FOR RECORDING IN THE PUBLIC RECORDS OF THE CITY OF BENTONVILLE, ARKANSAS, ON MAY 20, 2020, AT 10:00 AM.

BOOK: _____ PAGE: _____

FILED: _____

BY: _____

DATE: _____

ENGINEERING SERVICES INC.

CONSULTING ENGINEERS
SPRINGDALE, ARKANSAS
PHONE: 479-751-8733
FAX: 479-751-8746
WWW.ENGINEERINGSERVICES.COM



MAY 2020

BY
ENGINEERING SERVICES INC.



CONSULTING ENGINEERS
SPRINGDALE, ARKANSAS
PHONE: 479-751-8733
FAX: 479-751-8746
WWW.ENGINEERINGSERVICES.COM

RECORDING BLOCK

OWNER

CITY OF BENTONVILLE, ARKANSAS
CITY CLERK
P.O. BOX 100
BENTONVILLE, ARKANSAS 72716

ENGINEER

ENGINEERING SERVICES, INC.
1000 N. UNIVERSITY ROAD
SPRINGDALE, ARKANSAS 72761
PHONE: 479-751-8733
FAX: 479-751-8746
WWW.ENGINEERINGSERVICES.COM

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	LOT COMPARISON KEY
3	LOT SPLIT

STATE OF ARKANSAS

I, _____, COUNTY CLERK OF THE COUNTY OF _____, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED LOT SPLIT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE ARKANSAS SUBDIVISION ACT AND THE CITY OF BENTONVILLE, ARKANSAS.

DATE OF RECORDING: _____

FILED: _____

NOTARIAL PUBLIC

STATE OF ARKANSAS
COUNTY OF _____
I, _____, Notary Public, do hereby certify that the above described lot split is in accordance with the requirements of the Arkansas Subdivision Act and the City of Bentonville, Arkansas.

DATE OF RECORDING: _____

FILED: _____

NOTARIAL PUBLIC

STATE OF ARKANSAS
COUNTY OF _____
I, _____, Notary Public, do hereby certify that the above described lot split is in accordance with the requirements of the Arkansas Subdivision Act and the City of Bentonville, Arkansas.

DATE OF RECORDING: _____

FILED: _____

NOTARIAL PUBLIC

STATE OF ARKANSAS
COUNTY OF _____
I, _____, Notary Public, do hereby certify that the above described lot split is in accordance with the requirements of the Arkansas Subdivision Act and the City of Bentonville, Arkansas.

DATE OF RECORDING: _____

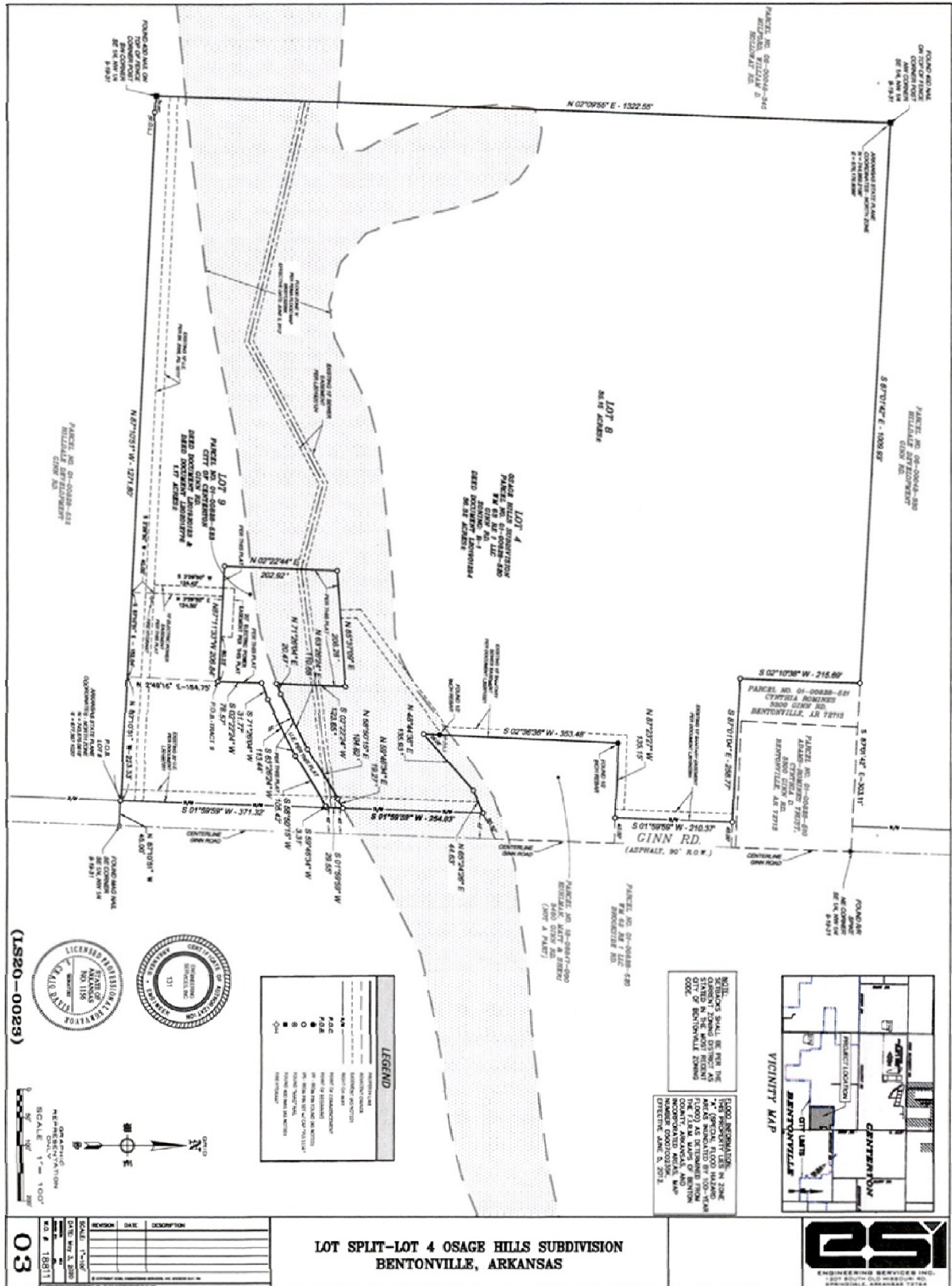
FILED: _____

NOTARIAL PUBLIC

STATE OF ARKANSAS
COUNTY OF _____
I, _____, Notary Public, do hereby certify that the above described lot split is in accordance with the requirements of the Arkansas Subdivision Act and the City of Bentonville, Arkansas.

DATE OF RECORDING: _____

FILED: _____



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 8-9 OF OSAGE HILLS
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS20-0023).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 8-9 of Osage Hills Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 19, 2020; 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 8-9 of Osage Hills 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.

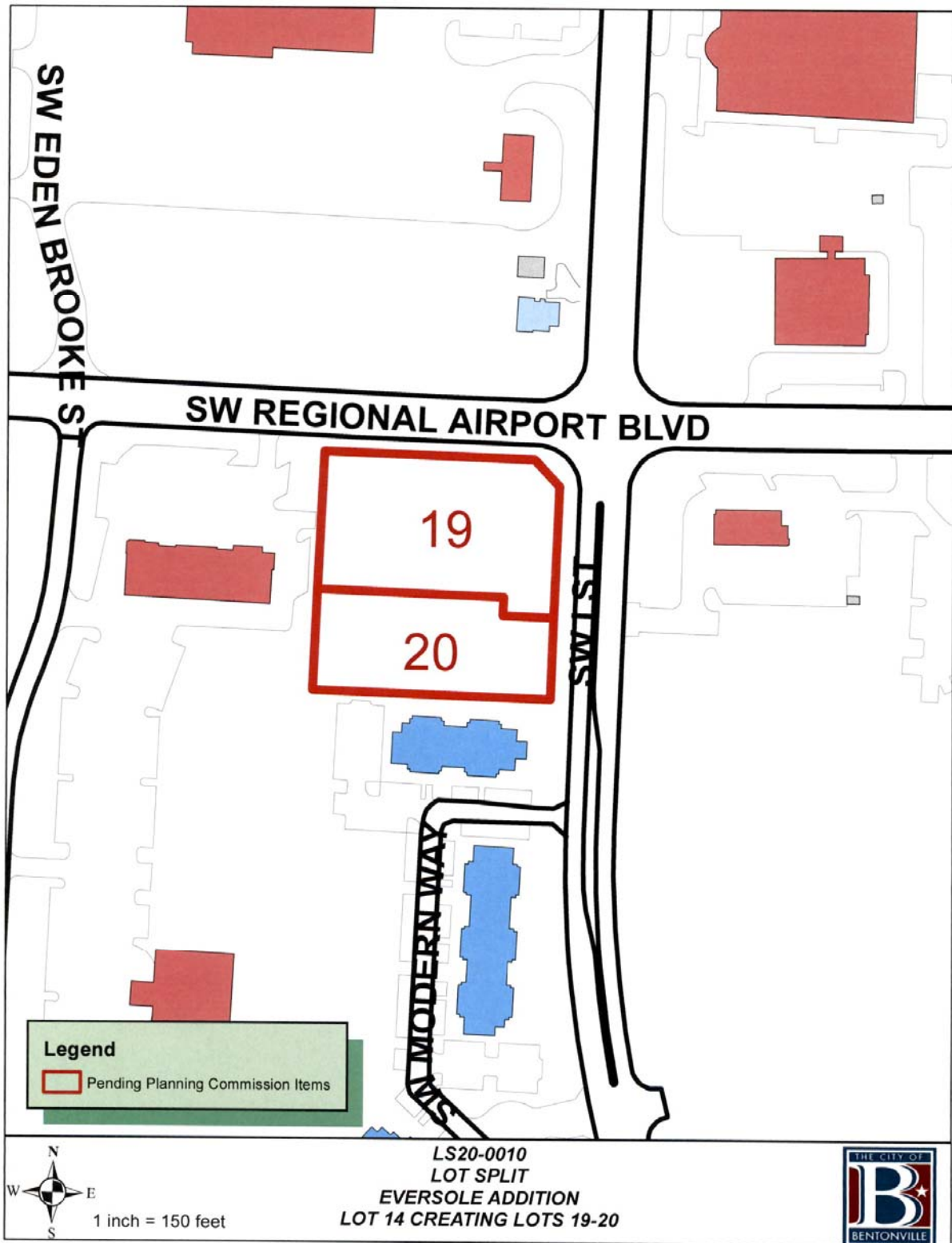
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



THE UNIVERSITY OF MICHIGAN LIBRARY

A portion of the full Facebook updates is provided in the table below. The full text of the public records from Ramsey County, Minnesota, being made available is summarized by county in Exhibit 1.

[illegible]

INTERIORS • **PLANNERS** • **SURVEYORS**
LANDSCAPE ARCHITECTS • **ENVIRONMENTAL SCIENTISTS**

2000-2001
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Arkansas * California * Pennsylvania * Texas



ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 19-20 OF EVERSOLE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS20-0010).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 19-20 of Eversole Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on May 19, 2020; 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 19-20 of Eversole Addition 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 _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-6749

ACTION REQUIRED:

An ordinance to waive the competitive bidding requirements for a 1-year Mission Communications Service package renewal with Mission Communications, LLC. in an amount not to exceed \$25,000.00 This service package is for the alarm systems on all 61 wastewater lift stations within the city. This service continuously monitors and reports wastewater lift station conditions via cell phone, SCADA and email; power failures, high wetwell levels, and pump run times. Data received greatly reduces sanitary sewer overflows and reduces lift station operation cost. Any Mission Control upgrades are covered by this agreement. This is a 2020 budgeted item.

COST TO CITY:

Cost of this Request: \$22,978

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	25,000
Funds Expended to Date		
Remaining Budget		25,000
Budget Adjustment		-
Remaining After Adjustment	\$	25,000

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



REQUEST FOR WAIVER OF BID

Date 5/26/2020

Requested by: Nancy Busen

Department: Wastewater

DESCRIPTION OF REQUEST:

Type of Equipment: Waiver of Bid for 1 year service package renewal for lift station alarm system.

Year & Model: _____

Serial # _____

To Be Purchased From: Mission Communications, LLC

3170 Reps Miller Rd, Suite 190

Norcross, GA 30071-5403

Amount: Base Amount: \$ 22,977.60

Tax: \$ -

*Other: _____

TOTAL \$ **22,977.60**

* List all other costs: Shipping and handling

JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:

The cell phone based alarm system for all 61 city wastewater lift stations was purchased from Mission Communications. Mission provides the communications service package and updates for these alarm systems. Therefore, this is a single source item and a waiver of bid is requested. This is a 2019 Budgeted item.

Department Head

Director of Finance & Administration

Revised 6-18-99

Memo



To: City Council, Mayor Orman
From: Nancy Busen, Wastewater Utilities
CC: Mike Bender
Date: May 26, 2020
Re: Ordinance Requesting Waiver of Bid Process for Lift Station Alarm Systems Service Renewal

An ordinance requesting a waiver of the bidding process to renew the service agreement with Mission Communications, LLC.

This cell phone based alarm system for all (61) city sewage lift stations was purchased with City Councils approval in 2004 from Mission Communications, LLC. The service continuously monitors and reports power failures, high wet well levels and pump run times from all city owned lift stations to Wastewater Department personnel via cell phone and email. These notifications greatly reduce the number of sanitary sewer overflows and reduces lift station operational costs for pump replacement.

Mission provides the service package designed exclusively for this alarm system and as such is a single source item. Therefore, it would be neither practical nor feasible to advertise for competitive bidding. This service package is a yearly budgeted item.

Thank you for considering this request.



Mission Communications, LLC

3170 Reys Miller Rd
Suite 190
Norcross, GA 30071-5403
Phone: 678-969-0021
Fax: 678-969-0541

INVOICE

Invoice Date

5/1/2020

Invoice Number

1039605

Bill To

Bentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2020	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/1/2020		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS10916	LS #58 Highland Park	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11052	LS #57 Central Park Sc...	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	15MIS17273	LS #61 Edgar Estates	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	15MIS17295	LS #59 Brighton Cottag...	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	16MIS18418	LS #60 Nomad	6/1/2020	5/31/2021	347.40	347.40
1	SPMM-12R	Service Package - Manhole Monitor - 1 year NON-SHIP, Renewal	17MM001629	Parks and Recreation	6/1/2020	5/31/2021	227.40	227.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0561	LS #35 Kingsbury	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0562	LS #29 Beau Terre North	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0563	LS #09 Rice Rd	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0585	LS #48 Wildwood	6/1/2020	5/31/2021	347.40	347.40

Please make checks payable to Mission Communications, LLC

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Subtotal
Sales Tax (0.0%)
Payment Received

Balance Due

Page 1

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.



Mission Communications, LLC

3170 Reys Miller Rd
Suite 190
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Phone: 678-969-0021
Fax: 678-969-0541

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Bentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
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Annual Service							5/31/2020	
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QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0586	LS #47 Stoneburrow	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0587	LS #27 Wal-Mart Dist.	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0588	LS #17 Salvation Army	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0589	LS #51 Morning Star	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0701	LS #02 South	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0702	LS #38 Windwood	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0703	LS #04 Lexington	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0704	LS #05 North A	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0705	LS #05 North B	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0706	LS #06 Parkview	6/1/2020	5/31/2021	347.40	347.40

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Subtotal
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Mission Communications, LLC

3170 Reys Miller Rd
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Fax: 678-969-0541

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			SA C	C	5/1/2020		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0707	LS #08 Woods Creek	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0708	LS #10 Krystal Heights	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0709	LS #11 Stonehenge	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0710	LS #03 102	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0978	LS #13 Beau Terre	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0979	LS #14 Harbour Churc...	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0980	LS #15 Willow Banks	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0981	LS #16 AR National Ba...	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0982	LS #18 Hanover III	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0983	LS #21 Meadow Wood	6/1/2020	5/31/2021	347.40	347.40

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1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0986	LS #19 Marina	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1099	LS #25 Medical Center	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1100	LS #23 Vaughn LS	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1101	LS #44 White Oak Trail	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1102	LS #43 Briar Chase	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1104	LS #40 Fairwinds	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1105	LS #30 Abby	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1106	LS #31 Straube	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1107	LS #33 Kensington	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1160	LS #24 Firestone	6/1/2020	5/31/2021	347.40	347.40

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Subtotal
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Payment Received
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QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1161	LS #28 Autumn Wood	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1162	LS #32 Nightingale	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1163	LS #34 Saddlebrook	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1164	LS #36 Phillips Park	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1165	LS #37 College Place	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1166	LS #39 Allencroft	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1167	LS #41 Creekstone	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1168	LS #42 Lockmore Club	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1169	LS #45 Chickadee	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1249	LS #46 Windmill Rd	6/1/2020	5/31/2021	347.40	347.40

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Mission Communications, LLC

3170 Reys Miller Rd
Suite 190
Norcross, GA 30071-5403
Phone: 678-969-0021
Fax: 678-969-0541

INVOICE

Invoice Date
5/1/2020

Invoice Number
1039605

Bill To

Bentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2020	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/1/2020		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1250	LS #49 Kerelow Castle	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1251	LS #50 Stonegate	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1252	LS #52 Oak Lawn Hills	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2330	LS #12 Blueberry New	6/1/2020	5/31/2021	347.40	347.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS2717	LS #01 McKisic card 3	6/1/2020	5/31/2021	563.40	563.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2857	LS #53 Thornbrook	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4077	LS #56 Angel Falls	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4079	LS #55 Gramercy	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5732	LS #54 Elm Tree	6/1/2020	5/31/2021	347.40	347.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS5739	Crystal Bridges 800	6/1/2020	5/31/2021	563.40	563.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com

Page 6

Mission provides this service according to the published provisions under Mission's customer service agreement and terms of use.

Subtotal
Sales Tax (0.0%)
Payment Received

Balance Due



Mission Communications, LLC

3170 Reps Miller Rd
Suite 190
Norcross, GA 30071-5403
Phone: 678-969-0021
Fax: 678-969-0541

INVOICE

Invoice Date
5/1/2020

Invoice Number
1039605

Bill To

Bentonville Wastewater Department
Attn: Accounts Payable
117 W Central Ave
Bentonville, AR 72712-5256
USA

Ship To

CUSTOMER PO			END USER		SHIPPING METHOD		DUE DATE	
Annual Service							5/31/2020	
S.O. No.			SALES REP ID	TERRITORY	SHIP DATE		PAYMENT TERMS	
			SA C	C	5/1/2020		Net 30	
QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5740	Crystal Bridges south 1...	6/1/2020	5/31/2021	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS8559	LS #22 Orchard Park	6/1/2020	5/31/2021	347.40	347.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689SFQ0627	LS #01 McKisic card 2	6/1/2020	5/31/2021	563.40	563.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689SFQ0628	LS #01 McKisic card 1	6/1/2020	5/31/2021	563.40	563.40

Please make checks payable to Mission Communications, LLC

For your convenience Mission accepts credit cards. Card payments less than \$3,000 received within (7) days of the invoice date may avoid the 3% credit card processing fee.

If you have any questions concerning this invoice please contact our Accounts Receivable team, 877-993-1911 option 5, ar@123mc.com

Subtotal	USD 22,977.60
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00
Balance Due	USD 22,977.60

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH MISSION COMMUNICATIONS LLC. FOR CERTAIN ALARM SERVICES FOR THE CITY OF BENTONVILLE WASTEWATER SYSTEM AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Mission Communications, LLC, for a one year service package for 61 lift station alarms for the Wastewater Department in an amount not to exceed \$22,978.00, as per the Proposal attached hereto as Exhibit A.

Section 2: Because the technology is a unique service provided exclusively by Mission Communications for the equipment currently utilized by the City, and the service is a single source item, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB 20-44
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Preston Newbill

Department

Water

Phone

479-271-3140

ACTION REQUIRED:

Bid Award - Bid award to Bobcat Of NWA for the purchase of a 2020 compact mini-excavator to replace unit 3040-15 a 2006 model Bobcat compact mini-excavator. The approved budget for the purchase is \$60,000 and this unit was bid at \$45,771 Thank you for your consideration for this request.

COST TO CITY:

Cost of this Request: \$45,771

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	60,000
Funds Expended to Date		
Remaining Budget		
Budget Adjustment		-
Remaining After Adjustment	\$	-

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo

To: City Council, Mayor Orman
From: Mike Bender/Preston Newbill
CC:
Date: May 14, 2020
Re: Compact Mini-Excavator – Bid award

Staff recommends a bid award to Bobcat of NWA in the amount of \$45,771 for the purchase of a 2020 Bobcat E42R2 compact mini-excavator.

The purchase of this mini-excavator is an approved 2020 budget item and will replace a current mini-excavator in our fleet. Water Utilities is replacing unit 3040-15 a 2006 model Bobcat mini-excavator. We are replacing the 2006 model due to reoccurring maintenance expenses.

Thank you for your consideration of this request.



BID TABULATION:
IFB-20-44
2020 or Newer Compact Mini-Excavator
Wednesday, May 6, 2020 at 1:30 P.M.

BIDDER NAME	PROPOSED ITEM DESCRIPTION	ITEM COST	TAX	TOTAL BID PRICE
H&E EQUIPMENT	2020 TAKEUCHI TB250	\$ 55,165.68	\$ 5,240.74	\$ 60,406.42
H&E EQUIPMENT	2020 TAKEUCHI TB240	\$ 46,180.96	\$ 4,387.19	\$ 50,568.15
UNITED RENTALS NORTH AMERICA, INC.	2020 TAKEUCHI TB26	\$ 57,390.12	\$ 5,452.06	\$ 62,842.18
UNITED RENTALS NORTH AMERICA, INC.	2020 TAKEUCHI TB240	\$ 42,973.46	\$ 4,082.48	\$ 47,055.94
RIGGS CAT	CATERPILLAR 305E2 CR	\$ 56,678.00	\$ 5,384.41	\$ 62,062.41
BOBCAT OF NWA	2020 BOBCAT E42R2 MINI EXCAVATOR	\$ 41,800.00	\$ 3,971.00	\$ 45,771.00
STRIBLING EQUIPMENT	2020 JOHN DEERE 50G	\$ 55,499.66	\$ 5,272.13	\$ 60,772.13
LIFT TRUCK SERVICE CENTER, INC.	2020 JCB 48Z	\$ 52,660.00	\$ 5,002.70	\$ 57,662.70

*There was a discrepancy in the Total Bid Price Calculation. Submitted Total Bid Price of \$60,772.13 did not match calculated total of \$60,771.79



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: April 19, 2020

NOTICE TO BIDDERS

(1) 2020 or NEWER COMPACT MINI-EXCAVATOR

Invitation For Bid (IFB)-20-44

The City of Bentonville, Arkansas is accepting formal, sealed bids for the purchase and delivery of one (1) 2020 or newer compact mini-excavator, as specified, for the City of Bentonville Water Utilities Department.

Interested parties can obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 1:30 P.M., Wednesday, May 6, 2020, at the Purchasing Office on the second floor of City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late bid submissions and unsigned 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-20-44

INVITATION FOR BID (IFB)
2020 or Newer Compact Mini-Excavator

Date of Issuance: APRIL 19, 2020

Bid Number: IFB-20-44

Bid Opening Date: MAY 6, 2020

Bid Opening Time: 1:30 P.M.

Questions regarding this bid should be directed to the Purchasing Office via written communication only by emailing purchasing@bentonvillear.com.

All questions must be submitted prior to 4:30 P.M., April 29, 2020.

Bids must be received by the Purchasing Office prior to 1:30 P.M., May 6, 2020 in a sealed envelope, clearly marked on the outside with Bid Number IFB-20-44. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

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

EXECUTION OF BID

(REQUIRED FOR ACCEPTANCE OF BID)

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

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
BOBCAT OF NWA	477-621-6001		GGREEN@williamsinc.com
BUSINESS ADDRESS, STREETS:	CITY:	DATE:	STATE: ZIP
2237 W. HUDSON RD.	ROGERS	5-5-20	AR 72730
PRINTED OR TYPED NAME:	TITLE:		
GRACY GREEN	SALES MANAGER		

ARKANSAS SALES OR USE TAX NUMBER: 46-436755

STATE CONTRACTORS LICENSE NUMBER(Not Required):



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-44

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of one (1) 2020 or newer compact mini-excavator, as specified, for the City of Bentonville Water Utilities Department.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

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

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase and delivery of one (1) 2020 or newer compact mini-excavator, as specified, for the City of Bentonville Water Utilities Department.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) 2020 or newer compact mini-excavator, as specified.

DELIVERY

The City Of Bentonville requests delivery within sixty (60) days after receipt of the City's purchase order. If this delivery schedule cannot be met, Bidder must state the number of days required from receipt of the City's purchase order to deliver the item to the City. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City. Delivery must be made within the City's working hours, which are Monday through Friday from 7:30 A.M to 4:00 P.M.

Delivery within 60 days after receipt of City's purchase order.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City, in their bid submission, that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-44

INVOICING

The awarded Bidder shall submit an invoice to the City, at the remittance address below:

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

For payment to be made upon delivery of the equipment, the awarded Bidder must submit an Invoice to the City at least seven (7) days prior to the scheduled delivery date. Failure to submit invoices on time and to the correct address may result in delayed payment.

FIELD TESTING

The City reserves the right to request to field test proposed equipment to determine if the equipment meets the City's specifications.

PAYMENT TERMS



Net 30 days



Other: _____

[This space has been intentionally left blank]



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CITY HALL
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BENTONVILLE, ARKANSAS 72712
IFB-20-44

Contractor/Vendor Disclosure

Company Name: BOBCAT OF NWA

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.

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.** GLG Initials



CITY OF BENTONVILLE, ARKANSAS
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CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-44

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

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) days of notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
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BENTONVILLE, ARKANSAS 72712
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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.
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.



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17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds



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BENTONVILLE, ARKANSAS 72712
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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 Office, 117 West 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.
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.



CITY OF BENTONVILLE, ARKANSAS
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CITY HALL
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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.



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SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the city as being "EQUIVALENT" or "EXCEEDS" the City's specifications. Bidder must also provide other information where indicated.

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
GENERAL			
One (1) 2020 or newer compact mini-excavator, as specified.	X		
The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.	X		
The unit shall meet or exceed all applicable O.S.H.A standards.	X		
The unit shall be a 2020 production model.	X		
EXCAVATOR			
Tail Swing Type: Conventional Tail	X		
Tail Swing Overhang: 16.9" (sixteen point nine inches)		(Less than) 12 Inches	
Weight: 9300 lbs. (nine thousand three hundred pounds)	X		
Dig Depth: 10' 6" (ten feet, six inches)	X		
Reach at Ground Level: 17' 3" (seventeen feet, three inches)	X		
Dump Height Clearance: 12' 3" (twelve feet, three inches)	X		
Width: 69" (sixty-nine inches)			72.8
Ground Pressure: 4.3 psi (four point three)			4.68
Standard Track Width: 13.8" (thirteen point eight inches)	X		



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SPECIFICATIONS CONTINUED..

Specification Description	Bidder must use this column to indicate " <u>AS SPECIFIED</u> " by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an " <u>EQUIVALENT</u> " item being offered to the City.	Bidder must use this column to indicate/describe an item that " <u>EXCEEDS</u> " the City's specification.
PERFORMANCE			
Bucket Breakout Force: 9183 lb.f (nine thousand one hundred eight three) (pounds of force)			9601
Arm Breakout Force: 5672 lb. f (five thousand six hundred seventy two) (pounds of force)			5820
Rated Lift Capacity Over blade, ground level, ten foot reach: 4603 lbs. (four thousand six hundred three pounds) Over side, ground level, ten foot reach: 1459 lbs. (one thousand four hundred fifty nine pounds)			4921 1560
Travel Speed Low/High: 1.6/2.9 (one point six/two point nine)	X		
ENGINE			
Horsepower: 42 hp (forty two)	X		
Engine Type: Turbo Diesel	X		
Fuel Tank Capacity: 20 gallons (twenty)	X		
MACHINE FEATURES			
Angle Blade	X		
Auto-Idle Throttle	X		
Auto Shift	X		
Canopy	X		
Cup Holder, Retractable Seat Belt, Suspension Seat with High Back	X		
Roll Over/Tip Over Protective Structure	X		
Engine/Hydraulic Monitor with Shutdown	X		
Fingertip Auxiliary Hydraulic Control	X		
Fingertip Boom Swing Control	X		
Horn	X		
Hydraulic Joystick Controls	X		
Rubber Track	X		
Two-Speed Travel with Auto Shift	X		



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SPECIFICATIONS CONTINUED..

Specification Description	Bidder must use this column to indicate " <u>AS SPECIFIED</u> " by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an " <u>EQUIVALENT</u> " item being offered to the City.	Bidder must use this column to indicate/describe an item that " <u>EXCEEDS</u> " the City's specification.
MACHINE FEATURES CONTINUED			
Work Lights	X		
Hydraulic Thumb	X		
Unit shall be delivered with all manufacturer operating and training manuals.	X		

WARRANTY SPECIFICATION

A minimum warranty for two (2) years or 2,000 (two thousand) hours, whichever occurs first, shall be furnished to the City upon deliver of the equipment. Bidder shall use the space provided below to indicate that the warranty will be provided as specified.

☒ **AS SPECIFIED** ☐ **NOT AS SPECIFIED** (Bidder must provide details below)

Warranty Not As Specified Details: _____

Specification Detail Notes (optional):



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BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents have been included with their Bid submission. Incomplete Bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	GLG



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PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all equipment, accessories, materials, taxes payable to the vendor, and delivery fees to the City of Bentonville, Arkansas.

TAX NOTE: The City of Bentonville is not except from sales tax; the City of Bentonville sales tax rate is 9.5%. If no tax will be payable directly to the bidder (only for items where tax is payable directly to the State of Arkansas, such as for vehicles), bidders shall not include tax in their Total Bid Price.

Delivery will be made within the City limits of Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Total Bid Price where equipment presented meets or exceeds the City's specifications.

Quantity	City Specified Item Description	Bid Submitted Item Description (Must include make/model/year)	Price
<u>1</u>	<u>2020 or Newer Compact Mini-Excavator, As Specified.</u>	<u>2020</u> <u>BOBCAT</u> <u>E42R2</u> <u>MINZ EXCAVATOR</u>	\$ <u>41,800</u>
Subtotal:			\$ <u>41,800</u>
Tax (payable to the bidder):			\$ <u>3971</u>
TOTAL BID PRICE:			\$ <u>45771.00</u>



ADDENDUM TO BID

BID NUMBER: IFB-20-44

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: MAY 4, 2020

RE: (1) 2020 OR NEWER COMPACT MINI-EXCAVATOR

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

TO: Prospective Bidders

This addendum modifies the Specifications in the original bidding document(s) dated April 19, 2020. 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.

*Bidders Note: This Addendum contains a Specifications response field

This Addendum Number 1 consists of 1 page(s).

1.0 The original bidding documents for IFB-20-44 did not include a bucket size specification for the compact mini-excavator (Unit).

1.1 The Unit shall be equipped with an 18" (eighteen inch) bucket.

1.2 Bidders are required to indicate if the bucket size will be As Specified in the space provided below:

☒ **As Specified** ☐ **Not As Specified**

End of Addendum Number 1

City of Bentonville, Arkansas
Purchasing Office
IFB-20-44 – Addendum Number 1

Page 1 of 1



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-20-45
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Preston Newbill

Department

Water/Sewer

Phone

271-3142

ACTION REQUIRED:

Bid Award recommended by Staff to P & K John Deere for the purchase of a 2020 John Deere 4052M for \$35,346.00. P & K John Deere is the second lowest bid received; the low-bid from Riggs Caterpillar did not meet the required engine specification listed in the IFB-20-45 bidding documents.

COST TO CITY:

Cost of this Request: \$35,346

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	60,000
Funds Expended to Date		
Remaining Budget		60,000
Budget Adjustment		-
Remaining After Adjustment	\$	60,000

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Memo

To: City Council, Mayor Orman
From: Mike Bender/Preston Newbill
CC:
Date: May 14, 2020
Re: Compact tractor – Bid award

Staff recommends a bid award to P & K John Deere for the purchase of a 2020 John Deere 4052M for \$35,346. P & K John Deere is the second lowest bid received; the low-bid from Riggs Caterpillar did not meet the required engine specification listed in the IFB-20-45 bidding documents.

The purchase of this compact tractor is an approved 2020 budget item and will replace a current 2004 model compact tractor in our fleet. We are replacing this piece of equipment due to reoccurring maintenance expenses.

Thank you for your consideration of this request.



BID TABULATION:
IFB-20-45
2020 or Newer Compact Utility Tractor
Wednesday, May 6, 2020 at 2:00 P.M.

BIDDER NAME	PROPOSED ITEM DESCRIPTION	ITEM COST	TAX	TOTAL BID PRICE
BOBCAT OF NWA	2020 NEW HOLLAND WORKMASTER 75	\$ 35,000.00	\$ 3,325.00	\$ 38,325.00
MIDWEST EQUIPMENT RENTAL AND SALES, LLC	2020 MASSEY FERGUSON 2855M	\$ 33,400.00	\$ 3,173.00	\$ 36,573.00
P & K EQUIPMENT, INC.	2020 JOHN DEERE 4052M	\$ 32,280.00	\$ 3,066.60	\$ 35,346.60
RIGGS CATERPILLAR	2020 LS MT 357 55 HP 4 WHEEL DRIVE	\$ 29,479.11	\$ 2,800.52	\$ 32,279.63

**After full evaluation of the submissions, it was determined that the Riggs Caterpillar proposed 2020 LS MT 357 did not conform to Specifications for the 4-Cylinder requirement.*



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: April 19, 2020

NOTICE TO BIDDERS

(1) 2020 or NEWER COMPACT UTILITY TRACTOR

Invitation For Bid (IFB)-20-45

The City of Bentonville, Arkansas is accepting formal, sealed bids for the purchase and delivery of one (1) 2020 or newer compact utility tractor, as specified, for the City of Bentonville Water Utilities Department.

Interested parties can obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 2:00 P.M., Wednesday, May 6, 2020, at the Purchasing Office on the second floor of City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late bid submissions and unsigned bid submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM



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INVITATION FOR BID (IFB)
2020 COMPACT UTILITY TRACTOR

Date of Issuance: APRIL 19, 2020

Bid Number: IFB-20-45

Bid Opening Date: MAY 6, 2020

Bid Opening Time: 2:00 P.M.

Questions regarding this bid should be directed to the Purchasing Office via written communication only by emailing
purchasing@bentonvillear.com.

All questions must be submitted prior to 4:30 P.M., April 29, 2020.

Bids must be received by the Purchasing Office prior to 2:00 P.M., May 6, 2020 in a sealed envelope, clearly marked on the outside with Bid Number IFB-20-45. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

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

EXECUTION OF BID

(REQUIRED FOR ACCEPTANCE OF BID)

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

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
P + K Equipment Inc.	479-306-4020	479-306-4015	bwright@pkequipment.com
BUSINESS ADDRESS, STREETS:	CITY:	STATE:	ZIP
907 West Henri De Tonti Blvd.	Springdale	Ar.	72762
SIGNATURE:	DATE: 5-5-2020		
PRINTED: Brad Wright	TITLE: Site Manager		

ARKANSAS SALES OR USE TAX NUMBER: 12098072-SLS

STATE CONTRACTORS LICENSE NUMBER(Not Required):



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INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of one (1) 2020 or newer compact utility tractor, as specified, for the Bentonville Water Utilities Department.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

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

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase and delivery of one (1) 2020 or newer compact utility tractor, as specified herein.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) 2020 or newer compact utility tractor, as specified herein.

DELIVERY

The City Of Bentonville requests delivery within sixty (60) days after receipt of the City's purchase order. If this delivery schedule cannot be met, Bidder must state the number of days required from receipt of the City's purchase order to deliver the item to the City. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City. Delivery must be made within the City's working hours, which are Monday through Friday from 7:30 A.M to 4:00 P.M.

Delivery within 30 days after receipt of City's purchase order.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City, in their bid submission, that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.



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INVOICING

The awarded Bidder shall submit an invoice to the City, at the remittance address below:

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

For payment to be made upon delivery of the equipment, the awarded Bidder must submit an Invoice to the City at least seven (7) days prior to the scheduled delivery date. Failure to submit invoices on time and to the correct address may result in delayed payment.

FIELD TESTING

The City reserves the right to request to field test proposed equipment to determine if the equipment meets the City's specifications.

PAYMENT TERMS



Net 30 days



Other: _____

[This space has been intentionally left blank]



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Contractor/Vendor Disclosure

Company Name: P+K Equipment

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.

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. SA Initials



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**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

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) days of notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation.



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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.
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 presence of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.



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17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds



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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 Office, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing 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.



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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.



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SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the city as being "EQUIVALENT" or "EXCEEDS" the City's specifications. Bidder must also provide other information where indicated.

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
General:			
One (1) 2020 or newer compact utility tractor, as specified.	X		
The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.	X		
The unit shall meet or exceed all applicable O.S.H.A standards.	X		
The unit shall be a 2020 production model.	X		
50-55 (fifty to fifty-five) horsepower 4 (four) cylinder turbocharged diesel engine.	X		
Minimum 12F/12R (twelve) transmission with left hand power reverser.	X		
4-wheel drive with electric toggle switch selector.		X	
Heavy duty quick attach front end loader with quick change attachment carrier.	X		
Joy stick loader control.	X		
R4 Industrial 10PR (ten) tires.	X		
Front and rear counter balance weights.	X		
Hour Meter.	X		
Deluxe Seat.	X		
Power Steering.	X		



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SPECIFICATIONS CONTINUED..

Specification Description	Bidder must use this column to indicate " <u>AS SPECIFIED</u> " by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an " <u>EQUIVALENT</u> " item being offered to the City.	Bidder must use this column to indicate/describe an item that " <u>EXCEEDS</u> " the City's specification.
Roll over protection system.	X		
2 (two) rear mounted selector control valves.	X		
1 (one) front mounted auxillary selector control valve on front loader, for loader attachments.	X		
Forward and rear LED lighting with brush guard kit.	X		
Hood brush guard.	X		
Minimum category 1 rear hitch.	X		
Open Operation Station.	X		
PTO type Independent 540 (five hundred forty) rear location.	X		
All manufacturer warranties shall be furnished to the City.	X		
Unit shall be delivered with all training and operation manuals.	X		

Detail Notes (optional): _____



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BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents have been included with their Bid submission. Incomplete Bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	<u>BW</u>



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PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all equipment, accessories, materials, taxes payable to the vendor, and delivery fees to the City of Bentonville, Arkansas.

TAX NOTE: The City of Bentonville is not except from sales tax; the City of Bentonville sales tax rate is 9.5%. If no tax will be payable directly to the bidder (only for items where tax is payable directly to the State of Arkansas, such as for vehicles), bidders shall not include tax in their Total Bid Price.

Delivery will be made within the City limits of Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Total Bid Price where equipment presented meets or exceeds the City's specifications.

Quantity	City Specified Item Description	Bid Submitted Item Description (Must include make/model/year)	Price
<u>1</u>	<u>2020 or Newer Compact Utility Tractor, As Specified.</u>	<u>John Deere</u> <u>4052 M</u> <u>2020</u>	<u>\$ 32,280⁰⁰</u>
Subtotal:			<u>\$ 32,280⁰⁰</u>
Tax (payable to the bidder):			<u>\$ 3,066⁶⁰</u>
TOTAL BID PRICE:			<u>\$ 35,346⁶⁰</u>



Quote Id: 21693151

Prepared For:
City Of Bentonville Bentonville District Court

Prepared By: **Brad Wright**

P & K Equipment, Inc.
907 West Henri De Tonti Blvd
Springdale, AR 72762

Tel: 479-306-4020
Fax: 479-306-4015
Email: bwright@pkequipment.com

Date: 23 April 2020

Offer Expires: 23 April 2020

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Quote Summary

Prepared For:

City Of Bentonville Bentonville District Court
117 W Central Ave
Bentonville, AR 72712
Business: 479-271-3120

Prepared By:

Brad Wright
P & K Equipment, Inc.
907 West Henri De Tonti Blvd
Springdale, AR 72762
Phone: 479-306-4020
bwright@pkequipment.com

Thank you - we appreciate your business!

Prices listed include all applicable bonuses & rebates.

Quote Id: 21693151

Created On: 23 April 2020

Last Modified On: 05 May 2020

Expiration Date: 23 April 2020

WARRANTY INFORMATION: FOR NEW EQUIPMENT, PLEASE SEE THE MANUFACTURER'S WARRANTY STATEMENT FOR DETAILS. FOR USED EQUIPMENT, EQUIPMENT IS SOLD "AS-IS" WITH NO WARRANTIES EITHER EXPRESSED OR IMPLIED.

By signing below, the customer acknowledges that he/she has received a copy of the operator's manual for new equipment.

Equipment Summary

	Selling Price		Qty		Extended
2020 JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) - 1LV4052MTKK104855	\$ 26,880.00	X	1	=	\$ 26,880.00

JOHN DEERE 440R Loader - 1P0440RXEJC049094	\$ 5,400.00	X	1	=	\$ 5,400.00
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Equipment Total					\$ 32,280.00
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Quote Summary

Equipment Total	\$ 32,280.00
SubTotal	\$ 32,280.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 32,280.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 32,280.00

Salesperson : X _____

Accepted By : X _____

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**JOHN DEERE****Selling Equipment**

Quote Id: 21693151

Customer: CITY OF BENTONVILLE BENTONVILLE DISTRICT COURT

2020 JOHN DEERE 4052M Compact Utility Tractor (40 PTO hp) - 1LV4052MTKK104855				
Hours:	0			
Stock Number:	994309			
				Selling Price
				\$ 26,880.00
Code	Description	Qty	Unit	Extended
0351LV	4052M MFWD TRACTOR - PRT (LESS LOADER)(MY'19)	1	\$ 30,780.00	\$ 30,780.00
Standard Options - Per Unit				
0351LV0202	UNITED STATES - COUNTRY CODE	1	\$ 0.00	\$ 0.00
0351LV0409	ENGLISH OM & MAINT	1	\$ 0.00	\$ 0.00
0351LV1381	POWER REVERSER TRANSMISSION	1	\$ 0.00	\$ 0.00
0351LV1795	LESS LOADER	1	\$ 0.00	\$ 0.00
0351LV2000	OPEN STATION W/STANDARD SEAT	1	\$ 0.00	\$ 0.00
0351LV4061	LESS IMATCH QUICK HITCH	1	\$ 0.00	\$ 0.00
0351LV4310	REAR DRAWBAR	1	\$ 0.00	\$ 0.00
0351LV5090	LESS WHEEL SPACER	1	\$ 0.00	\$ 0.00
0351LV5240	W&T, 16.9-24 6PR, R4, REAR	1	\$ -42.00	\$ -42.00
0351LV6240	W&T, 10.0 X 16.5, R4, FRONT	1	\$ 140.00	\$ 140.00
	Standard Options Total			\$ 98.00
Dealer Attachments				
BLV10359	Horn Kit	1	\$ 63.33	\$ 63.33
LVB25705	Front Quik-Tatch Weight Kit	1	\$ 46.66	\$ 46.66
BLV10442	Front Weight Bracket Extension Kit	1	\$ 248.86	\$ 248.86
LVU32113	Quik-Tatch Weight, 70 lb (32 kg)	4	\$ 99.99	\$ 399.96
BLV10050	4th and 5th Selective Control Valve Kit (OOS Only)	1	\$ 927.69	\$ 927.69
BLV10764	Electrohydraulic Third SCV Kit with Rear Tubing (OOS Only)	1	\$ 1,015.45	\$ 1,015.45
BLV10497	LED Work Light Kit	1	\$ 322.19	\$ 322.19
BLV10400	Warning Light Brush Guard Kit (Two Guards)	1	\$ 85.55	\$ 85.55
BM19940	Attaching Hardware for Additional Rear Wheel Weight, 110 lb (50 kg)	4	\$ 14.52	\$ 58.08
T19293	Weight, Rear Wheel 106 lb (48 kg)	4	\$ 173.32	\$ 693.28
	Dealer Attachments Total			\$ 3,861.05
Value Added Services Total				\$ 0.00
Other Charges				
	Freight	1	\$ 544.00	\$ 544.00
	Other Charges Total			\$ 544.00
	Suggested Price			\$ 35,283.05
Customer Discounts				

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**JOHN DEERE**

Selling Equipment



Quote Id: 21693151

Customer: CITY OF BENTONVILLE BENTONVILLE DISTRICT COURT

Customer Discounts Total	\$ -8,403.05	\$ -8,403.05
Total Selling Price		\$ 26,880.00

JOHN DEERE 440R Loader - 1P0440RXEJC049094				
Hours:				
Stock Number: 261458				
Code	Description	Qty	Unit	Selling Price
1390P	440R Loader	1	\$ 6,533.00	\$ 5,400.00
Standard Options - Per Unit				Extended
0202	United States	1	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	\$ 0.00
1401	Mounting frame	1	\$ 0.00	\$ 0.00
2401	440R Non Self Leveling Loader (NSL)	1	\$ 0.00	\$ 0.00
4401	Hoses to tractor mid-valve	1	\$ 0.00	\$ 0.00
5370	Hood guard	1	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	\$ 0.00
7020	John Deere Compact Utility Tractor (CUT) carrier	1	\$ 0.00	\$ 0.00
8130	73 In. (1850mm) Materials Bucket	1	\$ 0.00	\$ 0.00
9611	Third function hydraulic kit (hoses and parts)	1	\$ 419.00	\$ 419.00
Standard Options Total				\$ 419.00
Other Charges				
	Freight	1	\$ 257.00	\$ 257.00
Other Charges Total				\$ 257.00
Suggested Price				\$ 7,209.00
Customer Discounts				
Customer Discounts Total				\$ -1,809.00
Total Selling Price				\$ 5,400.00

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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Bid Award to Saltus Technologies in the amount of \$67,231.00, Bid IFB-20-43 (Digiticket Hardware). See attached bid tabulation and bid submission forms for additional information. This purchase is part of the Police Department's 2020 Minor Equipment/Computers budget.

COST TO CITY:

Cost of this Request: \$67,231

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	70,000
Funds Expended to Date		
Remaining Budget		70,000
Budget Adjustment		-
Remaining After Adjustment	\$	70,000

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





BID TABULATION:
IFB-20-43- BID OPENING
DIGITICKET HARDWARE
THURSDAY, APRIL 30, 2020
at 1:00 P.M.

BIDDER NAME	TOTAL BID PRICE
SALTUS TECHNOLOGIES	\$ 67,231.91



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PURCHASING OFFICE
CITY HALL
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BENTONVILLE, ARKANSAS 72712
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INVITATION FOR BID (IFB)
HARDWARE FOR DIGITICKET SOFTWARE

Date of Issuance: APRIL 19, 2020

Bid Number: IFB-20-43

Bid Opening Date: APRIL 30, 2020

Bid Opening Time: 1:00 P.M.

Questions regarding this bid should be directed to the Purchasing Office via written communication only by emailing
purchasing@bentonvillear.com.

All questions must be submitted prior to 4:30 P.M., April 24, 2020.

Bids must be received by the Purchasing Office prior to 1:00 P.M., April 30, 2020 in a sealed envelope, clearly marked on the outside with Bid Number IFB-20-43. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

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

EXECUTION OF BID

(REQUIRED FOR ACCEPTANCE 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:	SALTUS TECHNOLOGICS	PHONE NUMBER:	(918) 592-3900	FAX NUMBER:	
BUSINESS ADDRESS, STREETS:	907 S. Detroit Ave # 820	CITY:	THULSA	STATE:	OK
SIGNATURE OF AUTHOR	[Redacted Signature]	DATE:	4-23-2020	ZIP	74120
PRINTED OR TYPED NAME	CORY S. Bux	TITLE:	SALES MANAGER		

ARKANSAS SALES OR USE TAX NUMBER: _____

STATE CONTRACTORS LICENSE NUMBER(Not Required): _____



CITY OF BENTONVILLE, ARKANSAS
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117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
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INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of hardware to be used with existing DigiTicket software for the Bentonville Police Department. The Scope of Work will also include additional services, which include the configuration, testing, deployment and on-site training for the hardware purchased.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

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

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase, delivery of the hardware, as specified herein.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the one-time purchase and delivery of hardware to be used with existing DigiTicket (by Saltus Technologies) software. The Scope of Work shall include the configuration, testing, deployment and on-site training for the hardware purchased.

The hardware purchased shall come with all warranties, including but not limited to manufacturer warranties. Bidders shall use the space provided in this IFB document to convey the included warranties to the City.

All hardware supplied to the City shall be new and free from defects. All hardware shall come complete with all required power supply cables and miscellaneous cables required to connect the hardware.

Select services shall be provided on hardware when specified.

REFERENCES

The awarded Bidder shall be experienced in supplying the hardware specified herein to governmental entities and any technician performing deployment, configuration and training services associated with this hardware shall have the proper experience and training to perform the work. The City reserves the right to request references and additional information from bidders for the purpose of evaluating bids.

[This space has been intentionally left blank]



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DELIVERY

The City Of Bentonville requests delivery of the hardware and the deployment, configuration, testing and training services within thirty (30) days after receipt of the City's purchase order. If this delivery schedule cannot be met, Bidder must state the number of days required from receipt of the City's purchase order to deliver the hardware and perform the specified services. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery, deployment, configuration, testing and training services within 30 days from receipt of the City's Purchase Order.

NO SUBSTITUTIONS

No substitutions to the specified items listed herein shall be considered due to existing software in place. Items have been specified due to known compatibility with existing software and training currently in place.

INVOICING

The awarded Bidder shall submit an invoice to the City, for the items and the installation work, at the remittance address below upon completion of the installation work, as approved by the City.

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

Invoices are paid within fourteen (14) days of receipt. Failure to submit the invoice accurately and to the correct remittance address may result in delayed payment.

PAYMENT TERMS



Net 30 days



Other: _____



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
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BENTONVILLE, ARKANSAS 72712
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Contractor/Vendor Disclosure

Company Name: Sactus Technologies

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.** CSB Initials



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**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

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) days of notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.



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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.
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.



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18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.
- The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.
- All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.



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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 Office, 117 West 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.
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.



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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.



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SPECIFICATIONS

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

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.
Items listed are to reflect the required items and item numbers. Quantities of items will be represented on the Pricing Sheet included in this IFB document.	
Thermal Ticket Printers	
Brother PocketJet 7 Thermal Printer - PJ7 300dpi thermal printer with USB	X
3 (three) year Select Service (shall include the initial 1 year service plus 3 additional years)	X
USB Cable – 10 (ten)-foot length for PJ6 (Plus) and RuggedJet 4	X
AC Adapter for PocketJet 6&7 (Plus) and RuggedJet 4 *Shall include AC Cable LB3781	X
Car Adapter- Wired, 14 (fourteen)-foot length for PJ6 (Plus), PJ7 and RJ4	X
Lund overhead printer mount(requires full partition and rollbar for universal fit)	X
Scanners	
L-Tron 2D License scanner/imager with curled cord and easy mount clip	X
The awarded Bidder and any of the awarded Bidders employees or agents shall display professional conduct and courtesy at all times while on site.	X
All hardware shall be new and free from defects	X
All hardware shall come complete with all required power supply cords and miscellaneous cables.	X
The awarded Bidder shall provide all configuration, testing, deployment and onsite training for the hardware at the time of delivery.	X

Specifications Continued on the Following Page



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SPECIFICATIONS CONTINUED: WARRANTIES

Bidders shall use the space provided below to convey the warranties for the specified hardware. Bidder shall indicate if additional/extended warranty options are available for the hardware, and shall specify any additional cost associated with the warranty. Additional/extended warranty costs shall not be calculated in the Total Bid Price. Warranties shall be for each unit/item purchased.

1) Brother PocketJet 7 Thermal Printers

**Not required if the specified 3-year Select Service is the maximum warranty available.*

Manufacturer Warranty (minimum standard one-year): not required

Extended Warranty:

Number of years _____

Additional cost per unit/item: \$ _____

2) L-Tron 2D License Scanner/Imager

Manufacturer Warranty (minimum standard one-year): _____

Extended Warranty:

Number of years _____

Additional cost per unit/item: \$ _____ extended warranties are not available for this product.

Notes (optional):



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BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents have been included with their Bid submission. Incomplete Bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	<u>CSB</u>



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PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all items, components, installation, configuration, deployment, testing, accessories, hardware, materials, taxes and delivery fees to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%.

All delivery and services shall be within the City limits of Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Total Bid Price where items and services presented meet or exceed the City's specifications.

Quantity (A)	Item Description	Unit Price (B)	Extended Price (A*B)
67	Brother PocketJet 7 Thermal Printer, as specified.	\$ <u>330.00</u>	\$ <u>22,110.</u>
67	3-Year Select Service, as specified.	\$ <u>61.20</u>	\$ <u>4,100.40</u>
67	USB Cable- 10-foot, as specified.	\$ <u>10.13</u>	\$ <u>678.71</u>
1	AC Adapter for PocketJet 6 & 7 (Plus) and RuggedJet 4, as specified.	\$ <u>42.78</u>	\$ <u>42.78</u>
67	Car Adapter- Wired- 14-foot, as specified.	\$ <u>18.98</u>	\$ <u>1,271.66</u>
67	Lund Overhead Printer Mount, as specified.	\$ <u>169.83</u>	\$ <u>11,378.61</u>
67	L-Tron 2D License Scanner/Imager, as specified.	\$ <u>321.11</u>	\$ <u>21,514.37</u>
Subtotal:			\$ <u>61,096.53</u>
Shipping & Handling:			\$ <u>302.47</u>
Taxes:			\$ <u>5,832.91</u>
TOTAL BID PRICE			\$ <u>67,231.91</u>



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: April 19, 2020

NOTICE TO BIDDERS DIGITICKET HARDWARE Invitation For Bid (IFB)-20-43

The City of Bentonville, Arkansas is accepting formal, sealed bids for the purchase and delivery of hardware to be used with existing Digiticket software for the Bentonville Police Department. The Scope of Work will also include additional services, which include the configuration, testing, deployment and on-site training for the hardware purchased.

Interested parties can obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 1:00 P.M., Thursday, April 30, 2020, at the Purchasing Office on the second floor of City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submissions and unsigned bid submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-20-42
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Bid Award in the amount of \$31,654.00 to WAPCO Distribution for the purchase of fire apparatus communication devices for six front line fire apparatus.

COST TO CITY:

Cost of this Request: \$31,653

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$	44,718
Funds Expended to Date		
Remaining Budget		44,718
Budget Adjustment		-
Remaining After Adjustment	\$	44,718

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





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Jake Harper, Finance Director, Gladys Shoemake, Purchasing Manager
Date: 5-26-2020
Re: IFB-20-42 Fire Apparatus Communication Devices

Fire Department is requesting City Council award bid to WAPCO Distribution for the purchase of fire apparatus communication headsets. This item is a 2020 budgeted item.

The headsets allow for safer operation due to the hearing protection offered and a more effective means of communication while enroute to emergency calls.

The wireless capabilities allow our pump operator a more efficient way to communicate in a noisy environment.

This bid is to outfit six frontline fire apparatus with the same communication capabilities that our existing new apparatus come equipped with.

*There was a discrepancy in the Unit Price versus the Extended Price based on the quantities provided for the 'Ruggedizers - GLOW-IN-THE-DARK' Line Item. Wapco Distribution confirmed that they would honor the Total Bid Price, adjusting the Unit Price for this Line Item to be \$9.275 each totaling the Extended Price of \$74.20. Wireless Base Stations for the headsets will be purchased separately at a cost of \$6,668.10.



BID TABULATION:
IFB-20-42- BID OPENING
FIRECOM D 5100 HEADSETS
FRIDAY, MAY 1, 2020 AT 1:00 P.M.

BIDDER NAME	AUTHORIZED DEALER/DISTRIBUTOR	TOTAL BID PRICE
WAPCO DISTRIBUTION	Y	\$ 31,653.17

**There was a discrepancy in the Unit Price versus the Extended Price based on the quantities provided for the 'Ruggedizers - GLOW-IN-THE-DARK' Line Item. Wapco Distribution confirmed that they would honor the Total Bid Price, adjusting the Unit Price for this Line Item to be \$9.275 each totaling the Extended Price of \$74.20. Wireless Base Stations for the headsets will be purchased seperately.*



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: APRIL 12, 2020

NOTICE TO BIDDERS

FIRECOM HEADSETS WITH ADDITIONAL COMPONENTS

Invitation For Bid (IFB)-20-42

The City of Bentonville, Arkansas is accepting formal, sealed bids for the one time purchase, delivery and installation of six (6) Firecom D 5100 Headsets, with additional components, as specified, for the City of Bentonville Fire Department.

All installation work shall be performed at City of Bentonville Fire Station Number 1, located at 800 Southwest A Street Bentonville, Arkansas 72712.

Interested parties can obtain the required bid packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located at the address below. Sealed bids will be received until 1:00 P.M., Friday, May 1, 2020, at the Purchasing Office on the second floor of City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. Late submissions and unsigned 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-20-42

INVITATION FOR BID (IFB)
FIRECOM HEADSETS WITH ADDITIONAL COMPONENTS

Date of Issuance: APRIL 12, 2020

Bid Number: IFB-20-42

Bid Opening Date: MAY 1, 2020

Bid Opening Time: 1:00 P.M.

Questions regarding this bid should be directed to the Purchasing Office via written communication only by emailing
purchasing@bentonvillear.com.

All questions must be submitted prior to 4:30 P.M., April 27, 2020.

Bids must be received by the Purchasing Office prior to 1:00 P.M., May 1, 2020 in a sealed envelope, clearly marked on the
outside with Bid Number IFB-20-42. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

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

EXECUTION OF BID

(REQUIRED FOR ACCEPTANCE 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:	WAPCO DISTRIBUTION	PHONE NUMBER:	512-777-3220	FAX NUMBER:	
BUSINESS ADDRESS, STREETS:	109 CRESCENT BLVD	CITY:	AUSTIN	STATE:	TX
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	[Signature]		DATE:	4-30-20	ZIP: 78734
PRINTED OR TYPED NAME:	DARIN B. KROOK		TITLE:	PRES	

ARKANSAS SALES OR USE TAX NUMBER: 99999999-123

STATE CONTRACTORS LICENSE NUMBER(Not Required):



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INTENT

The intent of this Invitation for Bid (IFB) is for the purchase, delivery and installation of six (6) Firecom D 5100 Headsets, with additional components, as specified, for the City of Bentonville Fire Department.

All installation work shall be performed at City of Bentonville Fire Station Number 1, located at 800 Southwest A Street Bentonville, Arkansas 72712.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Proof that bidder is an authorized dealer/distributor of Firecom Headsets and related components.

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

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase, delivery and installation of six (6) Firecom D 5100 Headsets and related components, as specified.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase, delivery and installation of six (6) Firecom D 5100 Headsets, with additional components, as specified for the City of Bentonville Fire Department.

The Firecom Headsets shall be installed on six (6) City of Bentonville apparatus (excluding brush trucks and ambulances).

The awarded Bidder is required to be an authorized dealer/distributor of Firecom Headsets.

All installation work shall be performed at Fire Station Number 1, located at 800 Southwest A Street Bentonville, Arkansas 72712.

Installation work shall occur Monday through Friday from 7:00am until the time that the awarded Bidder has completed installations for that day.

The awarded Bidder shall provide a minimum of one week (7 days) notice to the City's designated contact at the Fire Department that work will be performed the following week. The notice shall include a schedule of how many units per day will be completed.

All installation work, for all units, shall be complete within five (5) days of the work commencing.



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NO SUBSTITUTIONS

No substitutions to the specified Firecom headsets and related components listed herein shall be considered without the prior written approval from the City. These components have been specified due to existing equipment used.

DELIVERY

The City Of Bentonville requests delivery and installation work to begin within thirty (30) days after receipt of the City's purchase order, and all installation work to be completed within five days of commencing work. If this delivery schedule cannot be met, Bidder must state the number of days required from receipt of the City's purchase order to deliver items and begin installation work, and to complete the installation work. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery and Installation work shall begin within 30 days after receipt of City's purchase order.

Installation work shall be complete within 5 days from work commencing.

WARRANTY

Warranties are required for both the headsets and the Installation work. Bidder shall use the space below to indicate the warranties that will be included with the delivery of the specified headsets and the Installation work to the City. Bids will not be considered from Bidders who do not provide warranty on both the headsets and the installation work.

Warranty Included for Firecom Headsets: 2 YEARS

Warranty Included for Installation Work on all Headsets and Components: 90 DAYS

[This space has been intentionally left blank]



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INVOICING

The awarded Bidder shall submit an invoice to the City, for the Items and the Installation work, at the remittance address below upon completion of the installation work, as approved by the City.

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

Invoices are paid within fourteen (14) days of receipt. Failure to submit the invoice accurately and to the correct remittance address may result in delayed payment.

PAYMENT TERMS



Net 30 days



Other: 15

[This space has been intentionally left blank]



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Contractor/Vendor Disclosure

Company Name: WAPCO DISTRIBUTION

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.

NONE

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance. 62 Initials



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**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

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) days of notification from the City, with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation.



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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.

6. **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.
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 presence of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.



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17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.
- The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.
- All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds



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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 Office, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing 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.



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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.



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SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the city as being "EQUIVALENT" or "EXCEEDS" the City's specifications. Bidder must also provide other information where indicated.

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
Items listed are to reflect the required items and item numbers. Quantities of items will be represented on the Pricing Sheet included in this IFB document.			
RUGGEDIZERS Red: #114-0132-00 Blue: #114-0137-00 Black: #114-0131-00 Green: #114-0135-00 Orange: #114-0133-00 Yellow: #114-0134-00 Glow-in-the-dark: #114-0136-00	X		
MR-59 Radio Interface Cable for Motorola XPR 4550	X		
5100D Firecom D 5100 Digital Intercom Supporting 1 Mobile Radios.	X		
WB505R Wireless Base Station 5 – User Radio Transmit.	X		
UHW-505 Radio Transmit Under Helmet DECT 7 Headset.	X		
UHW-503 Intercom Only DECT 7 Headset.	X		
NFPA Hanger Hook	X		
6-C Cable – 6-C 6 Conductor Flat Cable 150' (one hundred fifty foot) Spool.	X		
Bidder has reviewed the Scope of Work and work shall be performed as specified.	X		



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Specifications Continued

The awarded Bidder shall provide no less than seven (7) days notice to the designated contact at the Fire Department prior to beginning installation work.	X		
All work shall be performed according to manufacturer specifications and instructions.	X		
The awarded Bidder and any of the awarded Bidders employees or agents shall display professional conduct and courtesy at all times while on site. Bidders shall understand that work is being performed on-site at the Fire Station and the awarded Bidder shall ensure limited disruption to the City operations and personnel on-site.	X		
Bidder is an authorized dealer/distributor of all components specified herein where applicable, specifically of Firecom Headsets.	X		
*Bidders are required to include proof that they are an authorized dealer/distributor of Firecom Headsets in their bid submission.			

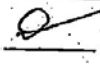
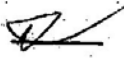
Detail Notes (optional):



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BIDDER'S ACKNOWLEDGEMENT OF REQUIRED DOCUMENTS

Bidders are required to verify that the following required documents have been included with their Bid submission. Incomplete Bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	
Proof that Bidder is an authorized dealer/distributor of Firecom Headsets	



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PRICING SHEET

Bid prices shall include all costs to the City, including but not limited to: all items, components, installation, accessories, hardware, materials, taxes and delivery fees to the City of Bentonville, Arkansas.

The City of Bentonville sales tax rate is 9.5%.

Delivery and installation will occur at the City of Bentonville Fire Station Number One, located at 800 Southwest A Street Bentonville, Arkansas 72712.

The Bid Award will be based on the lowest and most responsible Total Bid Price where items and installation services presented meet or exceed the City's specifications.

Quantity (A)	Item Description	Item Number	Unit Price (B)	Extended Price (A*B)
10	Ruggedizer-RED	#114-0132-00	\$ <u>18.55</u>	\$ <u>185.50</u>
4	Ruggedizer- BLUE	#114-0137-00	\$ <u>18.55</u>	\$ <u>74.20</u>
4	Ruggedizer - BLACK	#114-0131-00	\$ <u>18.55</u>	\$ <u>74.20</u>
4	Ruggedizer - GREEN	#114-0135-00	\$ <u>18.55</u>	\$ <u>74.20</u>
4	Ruggedizer - ORANGE	#114-0133-00	\$ <u>18.55</u>	\$ <u>74.20</u>
4	Ruggedizer - YELLOW	#114-0134-00	\$ <u>18.55</u>	\$ <u>74.20</u>
8	Ruggedizer - GLOW-IN-THE-DARK	#114-0136-00	\$ <u>18.55</u>	\$ <u>74.20</u>
6	Radio Interface Cable for Motorola XPR 4550	MR-59	\$ <u>181.35</u>	\$ <u>1088.10</u>
6	Firecom D 5100 Digital Intercom Supporting 1 Mobile Radios	5100D	\$ <u>925.35</u>	\$ <u>5552.10</u>
Pricing Sheet continued on the following page.				



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
IFB-20-42

Pricing Sheet continued				
Quantity (A)	Item Description	Item Number	Unit Price (B)	Extended Price (A*B)
12	Radio Transmit Under Helmet DECT 7 Headset	UHW-505	\$ 739.35	\$ 8872.20
12	Intercom Only DECT 7 Headset	UHW-503	\$ 720.75	\$ 8649.00
24	Hanger Hook	NFPA Hanger Hook	\$ 9.25	\$ 222.00
1	6-C 6 Conductor Flat Cable 150' Spool	6-C Cable	\$ 27.90	\$ 27.90
6	Installation (6 vehicles)	NA	\$ 600.00	\$ 3600.00
			Subtotal:	28,642.00
			Freight:	265.00
			Tax:	2746.17
			TOTAL BID PRICE:	
			The sum of all the Extended Prices and all other costs to the City.	
				\$ 31,653.17

[End of IFB-20-42 Bid Document]

FIRE COM

April 27, 2020

To Whom It May Concern:

Firecom is the sole source provider of the technology referenced below for our wireless communication systems for equipment branded Firecom:

- Headset to Multi-Base Station – pair an FHW507 OR UHW505 wireless headset with up to 4 WB505R Wireless Base Stations – move seamlessly between crews.
- Listen Through Technology providing SITUATIONAL AWARENESS: o ONLY available communication headset with this technology o Push-button control for conversation volume and ambient sound. o User decides how much external sound to let in—the entire crew stays in contact, amplifies sounds around them and still gets hearing protection.
- ALL-ACCESS of features available on the headset with voice-prompt selections o Select between radio transmit, intercom-only, push to talk or toggle on-off
- DECT 7 technology (Digitally Enhanced Cordless Telecommunications) – this is the latest version of DECT.
- Sound Dosimeter – Real-time measurement of sound levels around you and at your ears. o Only available communication headset with this built-in feature o Automatically adjusts sound levels to comply with OSHA standards.
- Extended Battery Life – both headsets and ComHub have 24 hours of talk time on a 4-hour complete charge.
- DECT 7 and Bluetooth enabled – provides multiple ways for team communication.

Based on your location in Arkansas, WAPCO is a preferred & authorized supplier of our equipment who is certified in installation, demonstration, training, service, and support of our wireless systems.

Firecom is the administrator and provider of product warranty.

Thank you,

Mark Pojar
Regional Sales Manager
970 215-3817
Mark.Pojar@soneticscorp.com

17600 SW 65th Ave • Lake Oswego, Oregon 97035 USA
PH: 503-608-7080 • TF.PH: 800-833-4558 • F: 503-620-2943
E: sales@soneticscorp.com • www.soneticscorp.com



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Ordinance for City Council approval to waive competitive bidding requirements in the amount of \$68,918.00 to Precision Rescue for new AMKUS extrication tools for Rescue 2. These will be purchased with insurance turn back funds from ACT 833 to Capital Equipment and Minor Equipment. Precision Rescue is the sole source provider for AMKUS Rescue Systems for our specific territory.

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	68,918
Remaining After Adjustment	\$ 68,918

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



REQUEST FOR WAIVER OF BID

Date	<u>5/26/2020</u>		
Requested by:	<u>Brent Boydston</u>		
Department:	<u>Fire Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Auto Extrication Tools</u>		
Year & Model:	<u>4 ION Battery Powered Extrication Tools</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Precision Rescue</u>		
	<u>5667 Bear Valley Ln.</u>		
	<u>Harrison, AR. 72601</u>		
Amount:	Base Amount:		<u>\$62,705.00</u>
	Tax:		<u>\$5,979.16</u>
	*Other:		<u>\$233.50</u>
	TOTAL		\$ 68,917.66
* List all other costs: <u>Shipping</u>			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Precision Rescue is the sole source provider of AMKUS rescue tools in our area. These tools are interchangeable with our existing tools and AMKUS is what the Bentonville Fire Department has been using since 1974. Sole source letter attached from AMKUS.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-16-99			



Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director.
Date: May 14, 2020
Re: Rescue Tool Replacement

In replacing Support 1, one of our primary concerns was continuing with 20 year old, hydraulic, rescue tools. The current rescue tools were not designed for and have difficulty with newer, exotic metals. The replacement choice is the AMKUS ION battery tools.

- AMKUS has been our rescue tool platform since 1974
- All accessories are interchangeable with our current system
- Regional AMKUS service center provides < 24 hour turnaround on repairs and service
- Service center always provides loaner tools when off-site repairs are needed

We would like to utilize ACT 833 funds in funding this upgrade. This purchase is a single source purchase due to AMKUS Dealer restrictions. The pricing and dealer letter are attached.



4201 Montdale Drive
Valparaiso, IN 46383-4098
219-548-5000
800-592-6587
Fax: 219-476-1669

April 17, 2020

Attn: Bentonville Fire Department Deputy Chief Of Operations Kevin Boydston

Please be advised that AMKUS Rescue Systems operates through a dealer network to provide our customers with the best and most efficient service. Each dealer is assigned a specific territory. That dealer is responsible for the customers in the given territory for all AMKUS sales and service.

The dealer is responsible for maintaining an inventory of spare parts to provide quick service to the customers in their territory. The dealer is responsible for installation, service, repair, maintenance and upgrading of the products in their territory using only genuine AMKUS parts.

Please be advised that Precision Rescue (870-715-2191), is presently our representative for the sales and service of AMKUS Rescue Systems for Bentonville, Arkansas. Please set them up as your authorized sales and service location.

If I may be of further assistance, please do not hesitate to call, 1-800-592-6587

Best regards,



Jennifer Lemmon

Receptionist

Amkus Rescue Systems

AMKUS Rescue Systems • www.amkus.com

PRECISION RESCUE

5667 Bear Valley Lane
Harrison, Arkansas 72601
(870) 715-2191



Bentonville Fire Dept
Amkus Quote
4/20/2020

Invoice Date
Invoice #

Item	Serial #	Description	No Item	Price/ Unit	Total
IS320		ION flexvolt 32" spreader w/2 9 amp hr batteries	1		11,090.00
IC750		ION flexvolt rotating handle cutter w/2 9 amp hr batteries	1		9,985.00
IS280		ION flexvolt 28" spreader w/2 9 amp hr batteries	1		10,480.00
IC550		ION flexvolt rotating handle cutter w/2 9 amp hr batteries	1		8,985.00
ICT716		ION flexvolt combi tool w/2 9 amp hr batteries	1		10,085.00
ITR230		ION flexvolt ram w/2 9 amp hr batteries	1		7,300.00
Extensions		3 pc kit 10" 18" and 27"	1		1,095.00
Charger		DeWalt 4 bank battery charger	2	245.00	490.00
Mounts		Mounts available for 280,550 and 230	3	205.00	615.00
Chains		Quick adj chain kit for spreaders	1		830.00
Tips		Extended reach tips (pair)	2	875.00	1,750.00

Thank you for allowing us to be of service.

5667 Bear Valley Lane
Harrison, Arkansas 72601
(870) 715-2191

Page 2 Invoice #

[illegible]

Thank you for allowing us to be of service.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO PURCHASE AMKUS EXTRICATION
TOOLS FOR THE BENTONVILLE FIRE DEPARTMENT
FROM PRECISION RESCUE AND WAIVING THE
REQUIREMENT OF COMPETITIVE BIDDING.**

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to purchase
AMKUS extrication tools for the Bentonville Fire Department from Precision Rescue in an
amount not to exceed \$68,918.00 as set forth in the attached Exhibit A.

Section 2: Because Precision Rescue is the sole source provider for AMKUS Rescue
Systems in this territory and because of the desirability of standardizing equipment for ease and
efficiency of use in emergency response, it would be neither practical nor feasible to advertise
for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2020.

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:

May 26, 2020

Submitted by:

Brent Boydston

Department

Fire

Phone

271-5927

ACTION REQUIRED:

Budget adjustment in the amount of \$97,605.00 from ACT 833 to Capital Equipment and Minor Equipment. These funds will be used to purchase a Thermal Imaging Camera (\$9,739.00) for Engine 7, air bottles (\$18,948.00) for self-contained breathing apparatus (SCBA), and new extrication tools (\$68,918.00) for Rescue 2.

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	97,605
Remaining After Adjustment	\$ 97,605

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: May 26, 2020

Justification:

Revised 5/1/07

PLEASE RECYCLE





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,
Jake Harper, Finance Director
Date: May 26, 2020
Re: Budget Adjustment

Fire Department Staff is requesting a budget adjustment in the amount of \$97,605.00 from ACT 833 funds to Capital Equipment and Minor Equipment for the purchase of AMKUS extrication tools (\$68,918.00), Thermal Imaging Camera (\$9,739.00) for Station 7's new fire truck, and air bottles for our self-contained breathing apparatus (SCBA).

ACT 833 is insurance turn back funds that the fire department receives every year.

These items were discussed internally at the fire department during the budget process, but decided to use ACT 833 funds when ready to purchase.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Chuck Chadwick

Department

Airport

Phone

418-8675

ACTION REQUIRED:

A resolution authorizing the Mayor and City Clerk to enter into an agreement with the FAA for Cares Act Grant Offer, Grant No. 3-05-0006-016-2020 to be used for legitimate expenses associated with the operation of the Bentonville Municipal Airport and approval to execute any and all contracts associated with said grant and paid for by said grant.

COST TO CITY:

Cost of this Request:

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Chuck Chadwick, Airport Manager
CC:
Date: May 14, 2020
Re: FAA CARES Act grant agreement

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to accept an FAA grant through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and to allow the Mayor and City Clerk to execute any and all contracts associated with said grant and paid for by said grant.

This grant is provided in accordance with the CARES Act, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities because of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts awarded to specific airports are derived by legislative formula. Pursuant to the legislative formula, Bentonville Municipal Airport is eligible to receive \$69,000.00 to go into the General Airport Fund. Those funds provided under the Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of the airport's operational and maintenance expenses.

The deadline for submission of documentation accepting the grant is June 19, 2020.

As of the preparation of this memorandum, it is anticipated that the Airport Advisory Board will recommend passage of the proposed resolution. The AAB has its next meeting (via Zoom) May 14, 2020 at 1:00 p.m. Noon on May 14, 2020 is the deadline for submission of the agenda item requests for City Council Meeting of May 26, 2020. If the AAB approval does not occur as anticipated, I will amend this memorandum accordingly and resubmit it.

I have attached the CARES Act Grant proposal letter dated May 11, 2020, along with the CARES ACT AIRPORT GRANTS AGREEMENT.



U.S. Department
of Transportation
Federal Aviation
Administration

Arkansas/Oklahoma
Airports District Office

3-05-0006-016-2020
FAA ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76177

May 11, 2020

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

Dear Mayor Orman:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-05-0006-016-2020 for Bentonville Municipal/Louise M Thaden Field Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 19, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice.
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed.
- An SF-425.
- A narrative report summarizing the expenses reimbursed with CARES Act funds. The report shall document:
 - The expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues.
 - The expenses were incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Kathy Franklin by email that the grant is administratively and financially closed. Ms. Franklin is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date May 11, 2020

Airport/Planning Area Bentonville Municipal/Louise M Thaden Field

CARES Grant Number 3-05-0006-016-2020

Unique Entity Identifier 075663237

TO: City of Bentonville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 23, 2020, for a grant of Federal funds at or associated with the Bentonville Municipal/Louise M Thaden Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Bentonville Municipal/Louise M Thaden Field Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to the Bentonville Municipal/Louise M Thaden Field Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects

may not be funded with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$69,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor **on or before June 19, 2020**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
 - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. **Assumption of Rights to Civil Remedy** — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Glenn Boles (May 11, 2020)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

I declare under penalty of perjury that the foregoing is true and correct.

Dated

City of Bentonville

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES**AIRPORT SPONSORS**

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 — Equal Employment Opportunity
- b. Executive Order 11990 — Protection of Wetlands
- c. Executive Order 11998 — Flood Plain Management
- d. Executive Order 12372 — Intergovernmental Review of Federal Programs
- e. Executive Order 12699 — Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 — Environmental Justice
- g. Executive Order 13788 — Buy American and Hire American
- h. Executive Order 13858 — Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 — OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 — Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 — Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 — U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 — Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 — Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 — Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 — Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 — New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. **Applicability**
 1. **Programs and Activities.** If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. **Facilities.** Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. **Duration**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Bentonville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE FAA FOR CARES ACT GRANT OFFER, GRANT NO. 3-05-0006-016-2020 TO BE USED FOR LEGITIMATE EXPENSES ASSOCIATED WITH THE OPERATION OF THE BENTONVILLE MUNICIPAL AIRPORT AND APPROVAL TO EXECUTE ANY AND ALL CONTRACTS ASSOCIATED WITH SAID GRANT AND PAID FOR BY SAID GRANT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the Federal Aviation Administration for CARES Act Grant No. 3-05-0006-016-2020 and to execute any and all contracts associated with said grant and paid for by said grant.

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Budget Adjustment to receive revenue in the amount of \$12,215.46 from insurance for repair of the Street Departments Street Sweeper.

COST TO CITY:

Cost of this Request: \$12,215.46

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	\$12,215.46
Remaining After Adjustment	\$12,215.46

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 REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Street

Date of Request: May 26, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
203810-37520	Miscellaneous Income	\$12,215.46		\$ 12,215.46
203810-44440	Machine/Equipment Maintenance		\$12,215.46	\$ (12,215.46)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 12,215.46	\$ 12,215.46	\$ -

Justification:

Money received from insurance check for repair of a Street Sweeper.

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 Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 2-26-2020

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Received Revenue

Staff is recommending the approval to receipt \$12,215.46 into income from an insurance payment for the repair of the Street Departments street sweeper.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IBF-20-22
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid award #IBF-20-22 to 81 Construction Group Inc. for the repair of 200 street cuts. Please see attachments.

COST TO CITY:

Cost of this Request: \$235,060

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$ -
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	235,060
Remaining After Adjustment	\$ 235,060

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 Drive
Bentonville, AR 72712
Phone: (479) 271-3130

Memorandum

DATE: 2-26-2020
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: City Street Cut Repair Bid

After multiple years of experiencing a better than average growth rate within the City, the Street Department has consistently acquired more street cuts from Development than could be repaired each year.

The Street Department has now presented the Mayor with a plan to help facilitate a path in which we could become more proactive when responding to street cut repairs. This plan included the option of contracting out the permanent repairs that are existing and giving us the ability to move forward with a more prompt response to the future repairs.

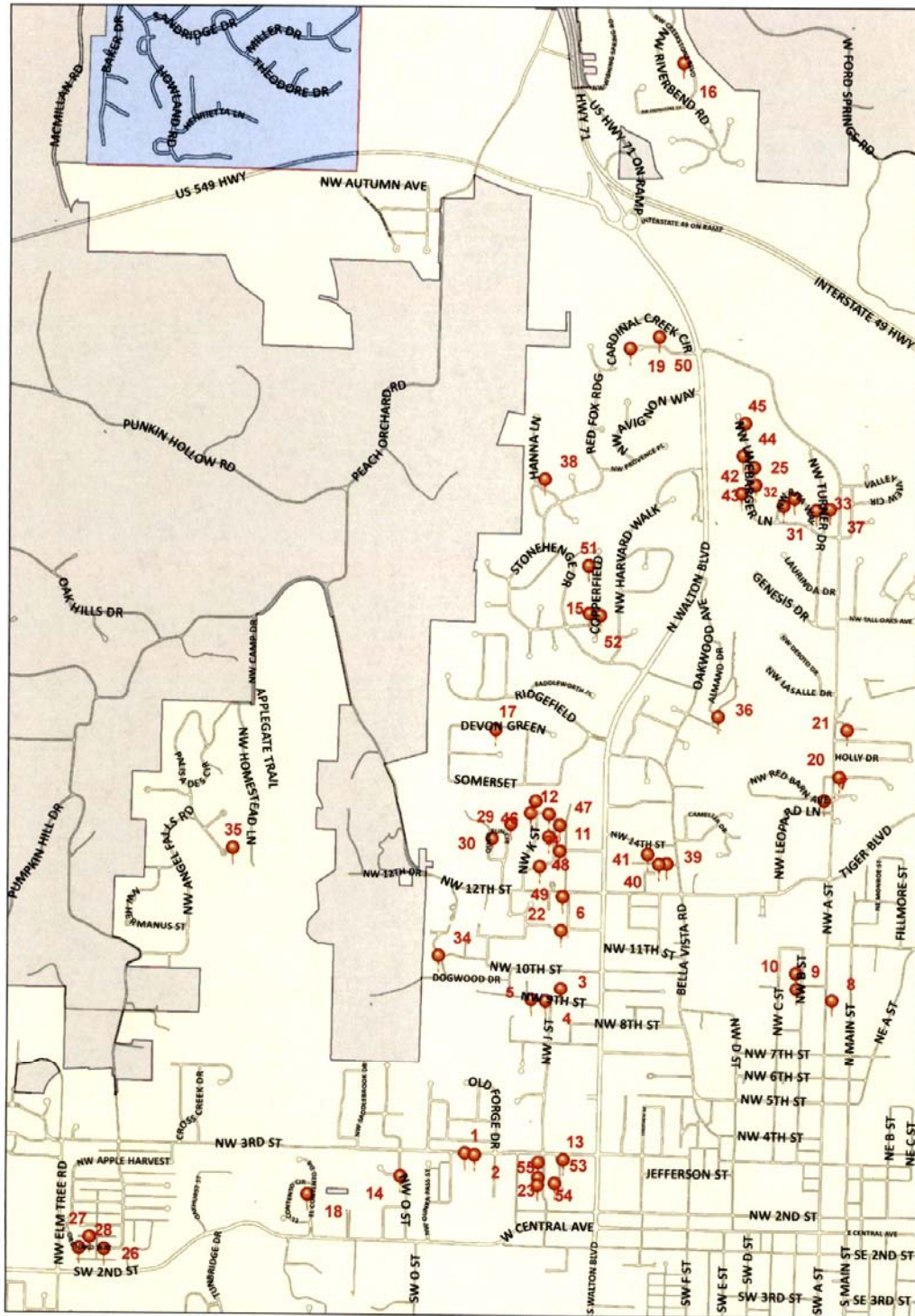
On March 20, 2020, the City opened bids for permanent repairs to existing street cuts. This is for the permanent repair of approximately 200 street cuts of varying sizes and has a contract length of 6 months.

Staff recommends awarding of bid #IFB-20-22 to 81 Construction Group Inc. for \$235,060.00.

Sincerely,

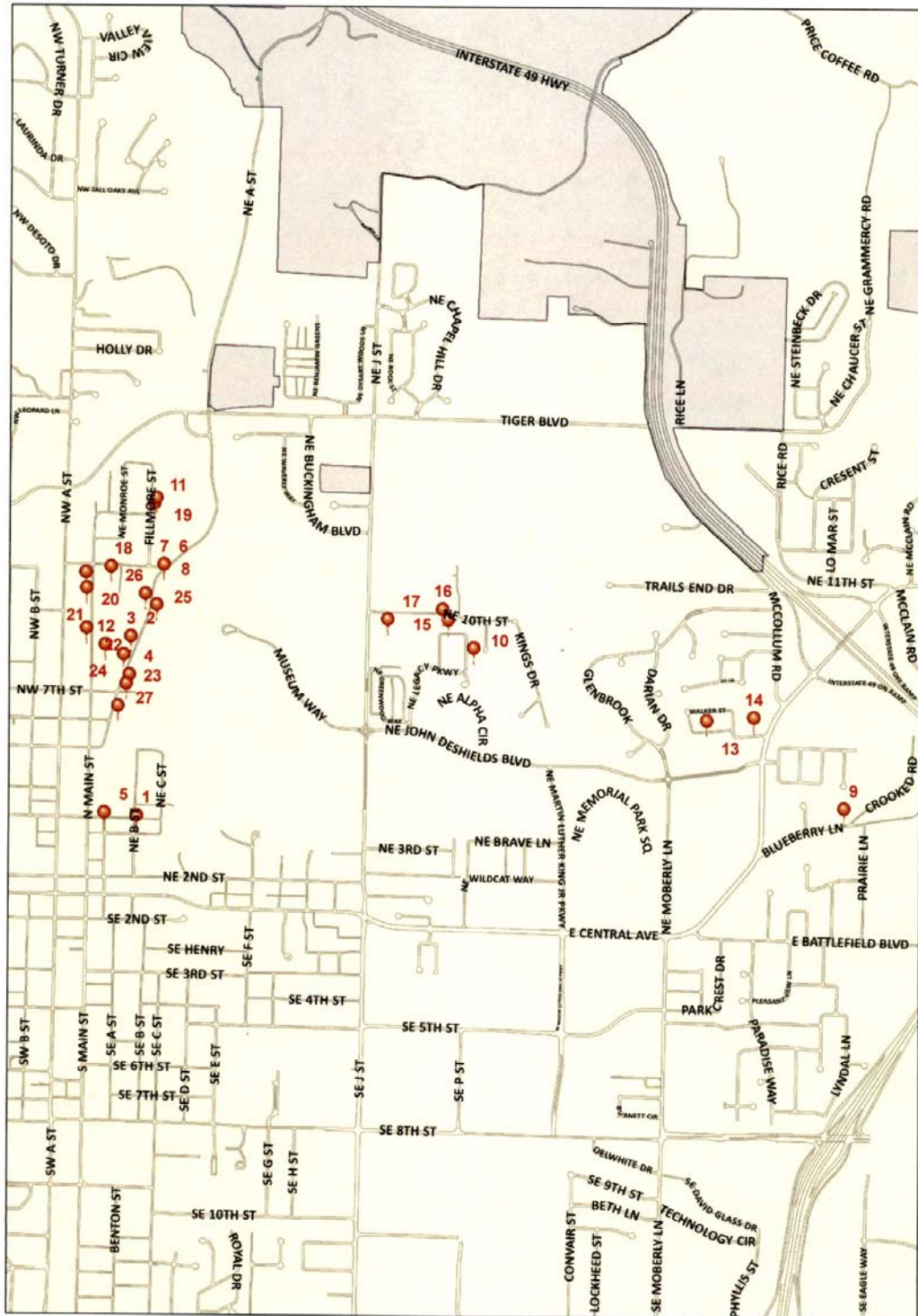
Tony Davis
Street Manager
City of Bentonville

NORTH WEST								
ID NO	JOB ORDER LOCATION ADDRESS	STREET CUT REPAIR DIMENSIONS						
		WIDTH	LENGTH	Saw Cut	TONS	Unclassified Excavation	Class 7 Base	
1	1407 NW 3RD ST	7	11	29	1.41	2.62	1.91	
2	1403 NW 3RD ST	7	16	39	2.05	3.82	2.78	
3	910 NW 9TH.	12	10	32	2.20	4.09	2.98	
4	1101 NW 9TH ST	12	10	32	2.20	4.09	2.98	
5	1103 NW 9TH ST	11	19	49	3.83	7.12	5.19	
6	1009 NW 11TH ST	9	15	39	2.48	4.60	3.35	
7	1500 NW A ST	13	12	37	2.86	5.32	3.87	
8	846 NW A ST	6	11	28	1.21	2.25	1.64	
9	811 NW B ST	12	23	58	5.06	9.40	6.85	
10	903 NW B ST	7	10	27	1.28	2.39	1.74	
11	1210 BLUE QUAIL DR	13	26	65	6.20	11.52	8.39	
12	1309 BLUE QUAIL DR	7	38	83	4.88	9.06	6.60	
13	23 BROOKHOLLOW PL	13	20	53	4.77	8.86	6.45	
14	1701 CAROLYN ST	14	26	66	6.67	12.40	9.03	
15	10 COPPERFIELD	6	12	30	1.32	2.45	1.79	
16	3701 NW CREEKSTONE BLVD	9	13	35	2.15	3.99	2.90	
17	205 DEVON GREEN	10	20	50	3.67	6.81	4.96	
18	209 EL CONTENTO DR	11	23	57	4.64	8.62	6.28	
19	804 FOXFIRE LN	14	26	66	6.67	12.40	9.03	
20	2 GREENRIDGE LN	8	8	24	1.17	2.18	1.59	
21	59 HOLLY DR	12	26	64	5.72	10.63	7.74	
22	1143 NW J ST	10	8	26	1.47	2.73	1.99	
23	215 NW J ST	8	11	30	1.61	3.00	2.18	
24	1403 NW K ST	10	26	62	4.77	8.86	6.45	
25	2500 NW LINEBARGER LN	10	13	36	2.38	4.43	3.23	
26	3107 ORCHARD WAY	10	26	62	4.77	8.86	6.45	
27	3202 ORCHARD WAY	11	26	63	5.24	9.75	7.10	
28	3207 ORCHARD WAY.	7	26	59	3.34	6.20	4.52	
29	1312 QUAIL RUN CIR	17	26	69	8.10	15.06	10.97	
30	1321 QUAIL RUN CIR	10	26	62	4.77	8.86	6.45	
31	2421 NW RITA WAY	20	25	70	9.17	17.04	12.41	
32	2409 NW RITA WAY	15	25	65	6.88	12.78	9.31	
33	2404 NW RITA WAY	7	6	19	0.77	1.43	1.04	
34	1509 ROBINHOOD RD	8	11	30	1.61	3.00	2.18	
35	1502 NW SANTORINI LN	7	11	29	1.41	2.62	1.91	
36	1902 TIMBER TRL	11	10	31	2.02	3.75	2.73	
37	2406 NW TURNER DR	7	25	57	3.21	5.96	4.34	
38	2906 HANNA LN	6	10	26	1.10	2.04	1.49	
39	705 NW 13TH ST	10	31	72	5.68	10.56	7.69	
40	707 NW 13TH ST.	6	19	44	2.09	3.88	2.83	
41	804 NW 13TH ST.	7	9	25	1.16	2.15	1.56	
42	2407 NW LINEBARGER LN.	16	25	66	7.33	13.63	9.93	
43	2506 NW LINEBARGER LN.	11	25	61	5.04	9.37	6.82	
44	2511 NW LINEBARGER LN.	12	13	38	2.86	5.32	3.87	
45	2608 NW LINEBARGER LN.	9	9	27	1.49	2.76	2.01	
46	1008 COVEY PL	10	38	86	6.97	12.95	9.43	
47	1304 NW BLUE QUAIL DR.	8	26	60	3.81	7.09	5.16	
48	1303 NW BLUE QUAIL DR.	7	26	59	3.34	6.20	4.52	
49	1204 NW BOBWHITE LN.	8	26	60	3.81	7.09	5.16	
50	708 FOXFIRE LN.	9	8	25	1.32	2.45	1.79	
51	23 COPPERFIELD.	6	20	46	2.20	4.09	2.98	
52	9 COPPERFIELD.	6	24	54	2.64	4.91	3.57	
53	8 BROOKHOLLOW PL	13	12	37	2.86	5.32	3.87	
54	209 NW J ST.	11	13	37	2.62	4.87	3.55	
55	207 NW J ST.	12	15	42	3.30	6.13	4.47	



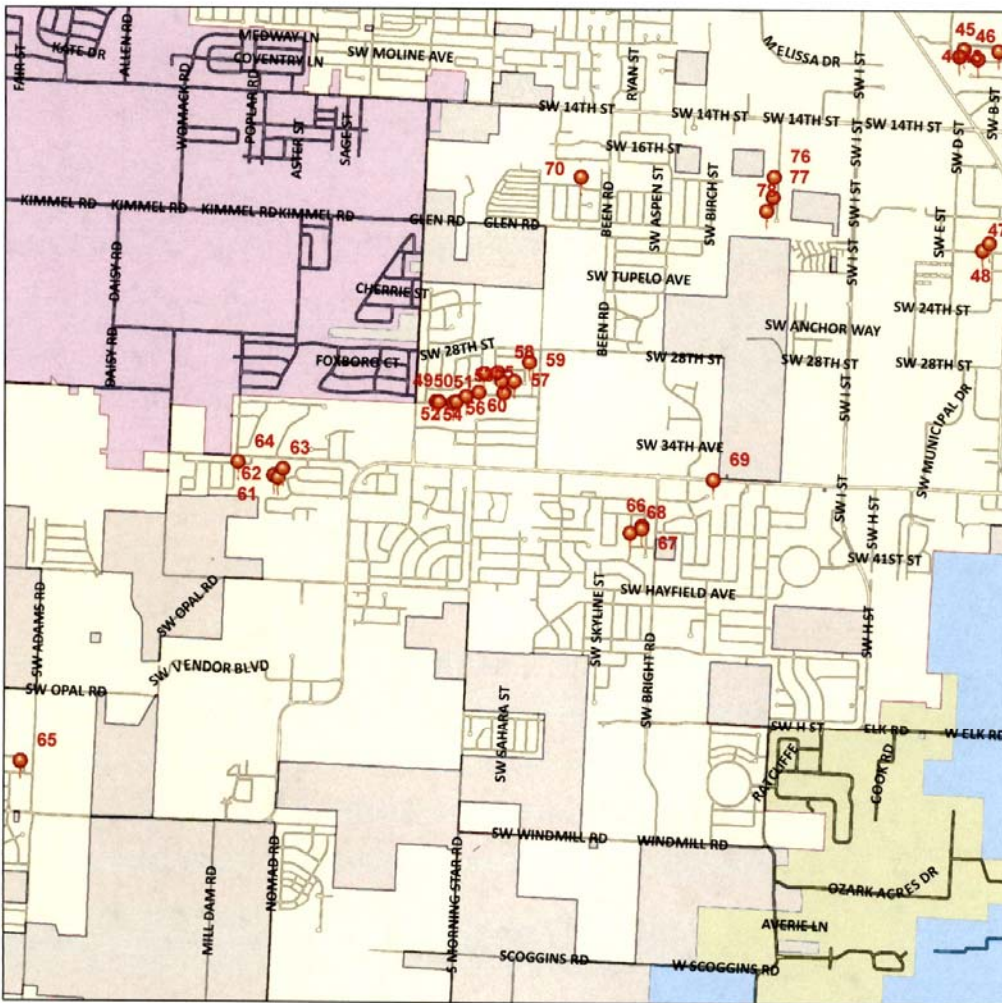
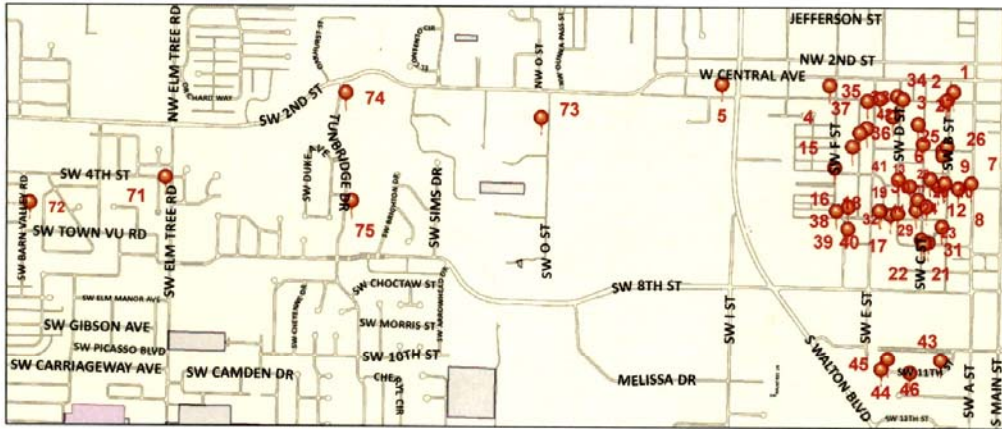
City of Bentonville - NW

NORTH EAST							
ID NO	JOB ORDER LOCATION ADDRESS	STREET CUT REPAIR DIMENSIONS					
		WIDTH	LENGTH	Saw Cut	TONS	Unclassified Excavation	Class 7 Base
1	302 NE 3rd	8	8	24	1.17	2.18	1.59
2	805 NE A ST	13	20	53	4.77	8.86	6.45
3	805 NE A ST	11	10	31	2.02	3.75	2.73
4	704 NE A ST	11	12	35	2.42	4.50	3.28
5	INTERSECTION OF NE A ST AND NE 3RD ST	6	5	16	0.55	1.02	0.74
6	NE A ST 200' NE OF NE PARK ST	12	11	34	2.42	4.50	3.28
7	NE A ST 200' NE OF NE PARK ST	12	14	40	3.08	5.72	4.17
8	NE A ST 200' NE OF NE PARK ST	6	5	16	0.55	1.02	0.74
9	3007 BLUEBERRY LN	7	20	47	2.57	4.77	3.47
10	803 CASTLE LN	10	27	64	4.95	9.20	6.70
11	1202 FILLMORE ST	10	18	46	3.30	6.13	4.47
12	804 N MAIN ST	6	10	26	1.10	2.04	1.49
13	2602 PURDUE CIR	10	20	50	3.67	6.81	4.96
14	WALKER ST. @ BOYS & GIRLS CLUB	6	30	66	3.30	6.13	4.47
15	1304 NE 10TH ST.	8	22	52	3.23	6.00	4.37
16	2111 NE 10TH ST.	9	26	61	4.29	7.97	5.81
17	1108 NE 10TH ST.	8	11	30	1.61	3.00	2.18
18	106 NE PARK ST.	6	13	32	1.43	2.66	1.94
19	1204 FILLMORE ST.	6	18	42	1.98	3.68	2.68
20	977 N. MAIN ST.	8	16	40	2.35	4.36	3.18
21	935 N. MAIN ST.	5	7	19	0.64	1.19	0.87
22	805 N. MAIN ST.	11	14	39	2.82	5.25	3.82
23	700 NE A ST.	7	20	47	2.57	4.77	3.47
24	801 NE A ST.	11	12	35	2.42	4.50	3.28
25	820 NE A ST.	6	20	46	2.20	4.09	2.98
26	825 NE A ST.	8	17	42	2.49	4.63	3.37
27	604 NE A ST.	9	10	29	1.65	3.07	2.23



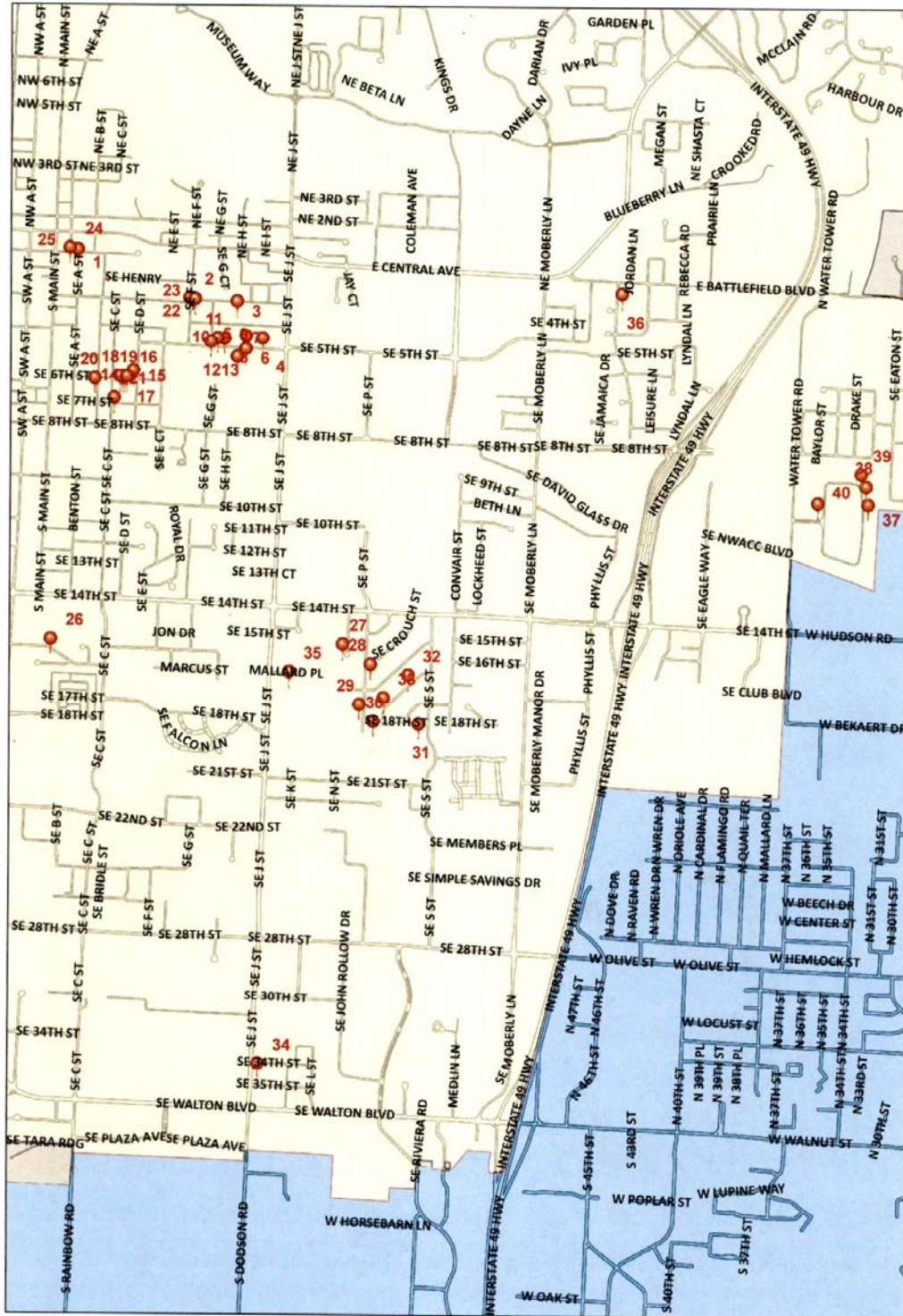
City of Bentonville - NE

SOUTH WEST							
ID NO	JOB ORDER LOCATION ADDRESS	STREET CUT REPAIR DIMENSIONS					
		WIDTH	LENGTH	Saw Cut	TONS	Unclassified Excavation	Class 7 Base
1	SW 2ND ST AT SW B ST	13	14	41	3.34	6.20	2.90
2	SW 2ND ST AT SW B ST	5	11	27	1.01	1.87	4.52
3	505 SW 2ND ST	9	12	33	1.98	3.68	1.36
4	700 SW 2ND ST	6	10	26	1.10	2.04	2.68
5	902 SW 2ND ST	7	9	25	1.16	2.15	1.49
6	SW 3RD ST AT SW B ST	7	22	51	2.82	5.25	1.56
7	SW 4TH ST BETWEEN SW A ST AND SW B ST	7	6	19	0.77	1.43	3.82
8	SW 4TH ST BETWEEN SW A ST AND SW B ST	9	11	31	1.82	3.37	1.04
9	SW 4TH ST AT SW B ST	10	9	28	1.65	3.07	2.46
10	301 SW 4TH ST	9	11	31	1.82	3.37	2.23
11	307 SW 4TH ST	6	6	18	0.66	1.23	2.46
12	SW 4TH ST AT SW C ST	8	11	30	1.61	3.00	0.89
13	405 SW 4TH ST	5	6	17	0.55	1.02	2.18
14	SW 4TH ST AT SW D ST	9	10	29	1.65	3.07	0.74
15	SW 4TH ST AT SW F ST	6	8	22	0.88	1.64	2.23
16	612 SW 5TH ST	6	20	46	2.20	4.09	1.19
17	SW 5TH ST BETWEEN SW D ST AND SW E ST	7	3	19	0.39	0.72	2.98
18	SW 5TH ST BETWEEN SW D ST AND SW E ST	9	13	35	2.15	3.99	0.52
19	SW 5TH ST BETWEEN SW D ST AND SW E ST	6	10	26	1.10	2.04	2.90
20	402 SW 5TH ST	6	8	22	0.88	1.64	1.49
21	341 SW 6TH ST	6	7	20	0.77	1.43	1.19
22	347 SW 6TH ST	6	21	48	2.31	4.29	1.04
23	SW 6TH ST AT SW C ST	10	9	28	1.65	3.07	3.13
24	506 SW B ST	9	5	19	0.83	1.53	2.23
25	304 SW B ST	12	18	48	3.96	7.36	1.12
26	302 SW B ST	6	11	28	1.21	2.25	5.36
27	210 SW C ST	10	9	28	1.65	3.07	1.64
28	SW C ST AT SW 3RD ST	6	20	46	2.20	4.09	2.23
29	436 SW C ST	7	11	29	1.41	2.62	2.98
30	407 SW C ST	10	11	32	2.02	3.75	1.91
31	601 SW C ST	6	9	24	0.99	1.84	2.73
32	SW D ST AT SW 5TH ST	9	10	29	1.65	3.07	1.34
33	234 SW D ST	6	8	22	0.88	1.64	2.23
34	201 SW D ST	8	10	28	1.47	2.73	1.19
35	201 SW E ST	7	11	29	1.41	2.62	1.99
36	204 SW E ST	11	10	31	2.02	3.75	1.91
37	214 SW E ST	6	11	28	1.21	2.25	2.73
38	515 SW F ST	8	13	34	1.91	3.54	1.64
39	SW F ST AT SW 5TH ST	12	11	34	2.42	4.50	2.58
40	SW F ST AT SW 5TH ST	10	7	24	1.28	2.39	3.28
41	302 SW GLOVER ST	10	6	22	1.10	2.04	1.74
42	305 SW GLOVER ST	10	6	22	1.10	2.04	1.49
43	302 SW 11TH ST	8	8	24	1.17	2.18	1.49
44	403 SW 11TH ST	10	26	62	4.77	8.86	1.59
45	504 SW 11TH ST	8	12	32	1.76	3.27	6.45
46	505 SW 11TH ST	7	20	47	2.57	4.77	2.38
47	307 SW 20TH ST	8	10	28	1.47	2.73	3.47
48	302 SW 20TH ST	11	19	49	3.83	7.12	1.99
49	3509 SW BRIAR CREEK AVE	6	7	20	0.77	1.43	5.19
50	3507 SW BRIAR CREEK AVE	10	8	26	1.47	2.73	1.04
51	3409 SW BRIAR CREEK AVE	7	6	19	0.77	1.43	1.99
52	3407 SW BRIAR CREEK AVE	7	6	19	0.77	1.43	1.04
53	3401 SW BRIAR CREEK AVE	7	6	19	0.77	1.43	1.04
54	3211 SW BRIAR CREEK AVE	10	6	22	1.10	2.04	1.04
55	3103 SW BRIAR CREEK AVE	7	7	21	0.90	1.67	1.49
56	3105 SW WATERLEAF AVE	7	10	27	1.28	2.39	1.22
57	3009 SW WATERLEAF AVE	8	8	24	1.17	2.18	1.74
58	3108 SW WATERLEAF AVE	8	18	44	2.64	4.91	1.59
59	3007 SW GUMLEAF ST	8	10	28	1.47	2.73	3.57
60	3105 SW BENSONWOOD ST	7	6	19	0.77	1.43	1.99
61	4606 SW BAMBOO AVE	7	6	19	0.77	1.43	1.04
62	4605 SW BAMBOO AVE	7	6	19	0.77	1.43	1.04
63	4600 SW BAMBOO AVE	7	6	19	0.77	1.43	1.04
64	3701 SW KESTREL DR	6	9	24	0.99	1.84	1.04
65	5706 SW GUNSTOCK RD	8	10	28	1.47	2.73	1.34
66	3906 SW HAWTHORNE ST	7	7	21	0.90	1.67	1.99
67	3908 SW HAWTHORNE ST	7	7	21	0.90	1.67	1.22
68	SW SYCAMORE ST	8	23	54	3.37	6.27	1.22
69	1801 SW REGIONAL AIRPORT BLVD	12	8	28	1.76	3.27	4.57
70	2708 SW WARBERRY AVE	6	9	24	0.99	1.84	2.38
71	701 SW STERLING ST	9	6	21	0.99	1.84	1.34
72	501 SW BARN VALLEY RD	5	6	17	0.55	1.02	1.34
73	212 SW O ST	8	13	34	1.91	3.54	0.74
74	203 TUNBRIDGE DR	8	17	42	2.49	4.63	2.58
75	503 TUNBRIDGE DR	11	13	37	2.62	4.87	3.37
76	1708 MAYFLOWER RD	7	9	25	1.16	2.15	3.55
77	1804 MAYFLOWER RD	10	13	36	2.38	4.43	1.56
78	1808 MAYFLOWER RD	8	6	20	0.88	1.64	3.23

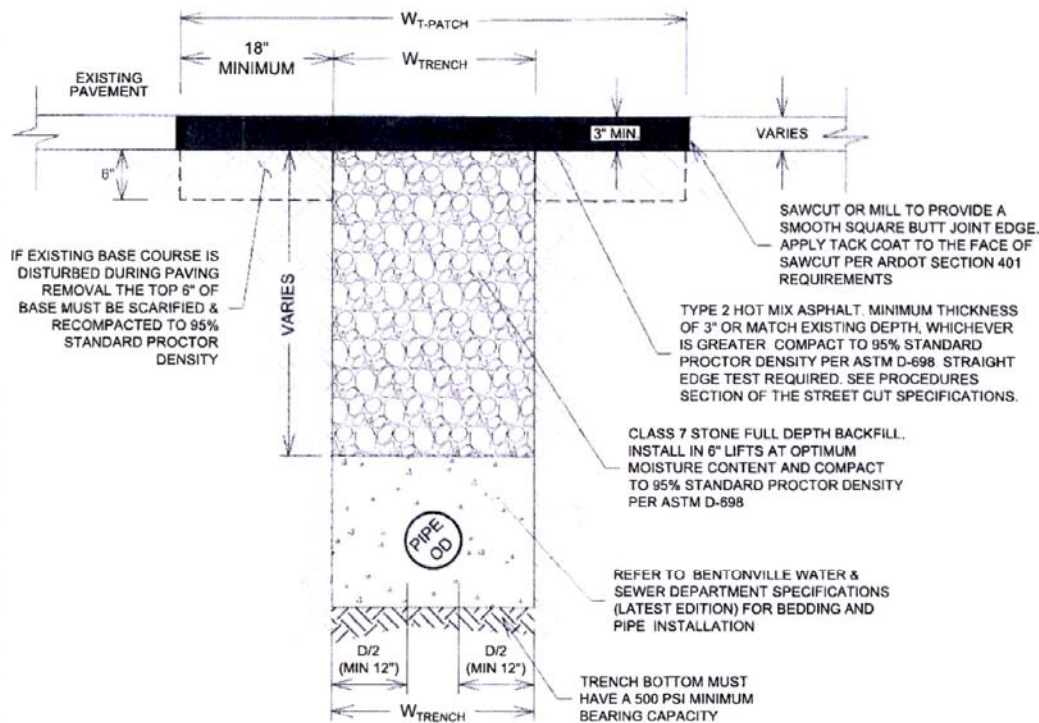


City of Bentonville - SW

SOUTH EAST							
ID NO	JOB ORDER LOCATION ADDRESS	STREET CUT REPAIR DIMENSIONS					
		WIDTH	LENGTH	Saw Cut	TONS	Unclassified Excavation	Class 7 Base
1	200 SE A ST	10	12	34	2.20	4.09	2.98
2	SE 3RD ST AT SE F ST	7	12	31	1.54	2.86	2.08
3	904 SE 3RD ST	9	14	37	2.31	4.29	3.13
4	1003 SE 5TH ST	14	15	44	3.85	7.16	5.21
5	907 SE 5TH ST	8	14	36	2.05	3.82	2.78
6	902 SE 5TH ST	6	26	58	2.86	5.32	3.87
7	900 SE 5TH ST	6	26	58	2.86	5.32	3.87
8	805 SE 5TH ST	6	10	26	1.10	2.04	1.49
9	805 SE 5TH ST	7	26	59	3.34	6.20	4.52
10	805 SE 5TH ST	7	26	59	3.34	6.20	4.52
11	801 SE 5TH ST	7	13	39	1.67	3.10	2.26
12	SE 5TH ST AT SE G ST	10	14	38	2.57	4.77	3.47
13	SE 5TH ST 100FT WEST OF SE G ST	9	9	27	1.49	2.76	2.01
14	409 SE 6TH ST	12	13	38	2.86	5.32	3.87
15	409 SE 6TH ST	9	13	35	2.15	3.99	2.90
16	SE 6TH ST BETWEEN SE C ST AND SE D ST	12	13	38	2.86	5.32	3.87
17	SE 6TH ST BETWEEN SE C ST AND SE D ST	6	9	24	0.99	1.84	1.34
18	SE 6TH ST BETWEEN SE C ST AND SE D ST	8	8	24	1.17	2.18	1.59
19	SE 6TH ST BETWEEN SE C ST AND SE D ST	7	26	59	3.34	6.20	4.52
20	208 SE 6TH ST	9	15	39	2.48	4.60	3.35
21	407 SE 7TH ST	6	11	28	1.21	2.25	1.64
22	301 SE F ST	6	17	40	1.87	3.48	2.53
23	301 SE F ST	17	18	53	5.61	10.43	7.59
24	SE 2ND ST AT SE A ST	6	16	38	1.76	3.27	2.38
25	SE 2ND ST AT SE A ST	6	16	38	1.76	3.27	2.38
26	211 JONATHAN DR	10	28	66	5.13	9.54	6.95
27	1408 SE O ST	7	8	23	1.03	1.91	1.39
28	1603 SE P ST	8	9	26	1.32	2.45	1.79
29	1708 SE P ST	5	38	81	3.48	6.47	4.71
30	1704 SE 18TH ST	8	26	60	3.81	7.09	5.16
31	1904 SE 18TH ST	8	26	60	3.81	7.09	5.16
32	1906 SE CLARK ST	11	11	33	2.22	4.12	3.00
33	1807 SE CLARK ST	7	7	21	0.90	1.67	1.22
34	3403 SE J ST	8	9	26	1.32	2.45	1.79
35	1104 MALLARD PL	7	13	33	1.67	3.10	2.26
36	205 PARADISE WAY	8	13	34	1.91	3.54	2.58
37	30 MEADOWBROOK CIR	8	11	30	1.61	3.00	2.18
38	26 MEADOWBROOK CIR	9	22	53	3.63	6.75	4.91
39	22 MEADOWBROOK CIR	13	16	45	3.81	7.09	5.16
40	4 MEADOWBROOK CIR	9	8	25	1.32	2.45	1.79



City of Bentonville - SE



STREET CUT PERMANENT PATCH

NOTES:

1. FLOWABLE FILL AS AN ALTERNATIVE TO CLASS 7 FULL DEPTH BACKFILL MUST BE REQUESTED AND APPROVED BY CITY ENGINEER PRIOR TO USE. A 300 PSI MIX IS REQUIRED IF APPROVED.
2. REFER TO BENTONVILLE WATER & SEWER SPECIFICATIONS AND DETAILS FOR INFORMATION REGARDING PIPE AND BEDDING.
3. REFER TO CITY OF BENTONVILLE STREET CUT SPECIFICATIONS (LATEST EDITION) FOR ADDITIONAL INFORMATION.
4. A RIGHT-OF-WAY PERMIT IS REQUIRED FOR ALL STREET CUTS. THESE CAN BE FOUND ON OUR WEBSITE (WWW.BENTONVILLEAR.COM) OR PICKED UP AT THE STREET/ENGINEERING DEPARTMENT OFFICE LOCATED AT 3200 SW MUNICIPAL DRIVE.
5. INSURE AN APPROVED TRAFFIC CONTROL PLAN IS IN PLACE PRIOR TO CLOSING ANY ROADWAY.
6. NO OVERNIGHT STREET CUTS ARE ALLOWED UNLESS APPROVED BY THE CITY STREET DEPARTMENT AND IS MARKED ACCORDING TO NIGHT TIME CLOSURE REQUIREMENTS FOUND IN MUTCD AND IS COVERED WITH STEEL TRAFFIC PLATES.

DETAIL
E-2



City of Bentonville, Arkansas
 Bid Opening Date: March 30, 2020 at 12:30pm

IFB-20-22 BID TABULATION

Item #	Item	Unit	Qty	S1 Construction		Arco Excavation & Paving		Diamond Construction		Hutchens Construction		PaveCon	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
202.1	Excavation	CY	920	\$ 25.00	\$ 23,000.00	\$ 37.00	\$ 34,040.00	\$ 17.00	\$ 15,640.00	\$ 125.75	\$ 115,690.00	\$ 50.87	\$ 46,800.00
401.1	Aggregate Base Course	CY	680	\$ 70.00	\$ 47,600.00	\$ 50.50	\$ 34,340.00	\$ 38.14	\$ 25,935.20	\$ 122.00	\$ 82,960.00	\$ 95.44	\$ 64,900.00
403.1	Asphalt Concrete Hot Mix (Surface)	Ton	500	\$ 170.00	\$ 85,000.00	\$ 200.00	\$ 100,000.00	\$ 566.61	\$ 283,305.00	\$ 275.00	\$ 137,500.00	\$ 167.00	\$ 83,500.00
509.1	Erosion Control	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 9,775.00	\$ 9,775.00	\$ 1,850.00	\$ 1,850.00	\$ 3,000.00	\$ 3,000.00
510.1	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00	\$ 52,900.00	\$ 52,900.00	\$ 41,895.00	\$ 41,895.00	\$ 2,600.00	\$ 2,600.00
520.1	Saw Cutting	LF	7550	\$ 3.00	\$ 22,650.00	\$ 3.00	\$ 22,650.00	\$ 3.46	\$ 26,123.00	\$ 3.23	\$ 24,386.50	\$ 1.62	\$ 12,200.00
511.1	Mobilization (5% Max)	LS	1	\$ 10,810.00	\$ 10,810.00	\$ 12,000.00	\$ 12,000.00	\$ 23,000.00	\$ 23,000.00	\$ 21,800.00	\$ 21,800.00	\$ 6,000.00	\$ 6,000.00
104.04	Contingency	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
				Total Bid Price:	\$ 235,060.00	Total Bid Price:	\$ 269,030.00	Total Bid Price:	\$ 466,678.20	Total Bid Price:	\$ 456,081.50	Total Bid Price:	\$ 249,000.00

*Apparent Low Bid: S1 Construction

*The PaveCon submission contained mathematical errors in Lines 401.1 and 520.1 that affected the Total Bid Price calculation.

*The PaveCon bid submission contained mathematical errors in the extended prices for items 202.1, 401.1, and 520.1.

BID FOR UNIT PRICE CONTRACT

BID #: IFB 20-22
PLACE: City of Bentonville, Arkansas
DATE: 3-30-2020
TIME: 12:30 pm

Proposal of 81 Construction Group Inc.

(hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of Arkansas,
a partnership, or an individual doing business as Corporation
(insert corporation, partnership or individual as applicable)

To the City of Bentonville, Arkansas (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of BENTONVILLE STREET CUT REPAIR 2020,
having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days thereafter as stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

Addendum Number and Description	Dated
<u>Addendum # 1</u>	<u>3-18-2020</u>
<u>Addendum # 2</u>	<u>3-25-2020</u>
<u> </u>	<u> </u>

Total Bid Price:	\$235,060.00
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The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID FOR UNIT PRICE CONTRACT

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of 60 calendar days after closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Performance and Payment Bond or Bonds as required by Section 7 of the Information to Bidders. The bid security attached in the sum of

Eleven Thousand seven hundred fifty three dollars
(In Words)

\$ \$11,753.00
(In Numbers)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby as required by Section 7 of the Information to Bidders.

Only the following identified subcontractors will be utilized by the Contractor in this project. The bid must indicate the name and addresses of all such subcontractors to be used in the project listing the description of the work to be performed by each subcontractor or contain the word "none" which is the bidder's verification that no subcontractor(s) will be utilized in the project. Acceptance or rejection of the listed subcontractor(s) shall be made by the Owner.

NAME	ADDRESS	DESCRIPTION OF WORK

Respectfully Submitted:

BY: **Jeremy Wesson**

President

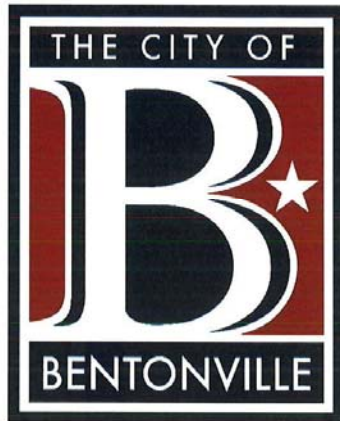
Title

81 Construction Group Inc., PO Box 844 Siloam Springs AR 72761

Business Address and Zip Code

#0366420520

Contractor's Arkansas License Number



City of Bentonville
Contract and Specifications
Project: Bentonville Street Cut Repair 2020
Bid #: IFB 20-22

INFORMATION FOR BIDDERS

5. **Bid Security.** Each bid must be accompanied by certified or cashier's check or a bid bond in the form of the bid bond attached hereto, duly executed by the BIDDER as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest BIDDERS within seven days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the OWNER and the accepted BIDDER have executed the contracts, or, if no award has been made within the allowable time after the date of the opening of bids, upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.
6. **Liquidated Damages for Failure to Enter into Contract.** The successful BIDDER, upon his failure or refusal to execute and deliver the contract and bonds, required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the bid security.
7. **Time of Completion.** BIDDER must agree to commence work on or before a date to be established by the written "Notice to Proceed" of the OWNER and to fully complete the project within the time period specified, in consecutive calendar days, in the proposal.
8. **Condition of Work.** Each BIDDER must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful BIDDER of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruptions of or interference with the work of any other contractor.
9. **Addenda and Interpretation.** No formal interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any BIDDER orally. Every request for such interpretation should be in writing addressed to the City of Bentonville Purchasing Office, 117 West Central Avenue, Bentonville, AR 72712. Requests may be made by e-mail transmission to purchasing@bentonvillear.com. In the event a BIDDER desires to utilize e-mail transmissions, the BIDDER shall confirm that such transmissions are received by the Bentonville Purchasing Office. To be given consideration, such requests must be received at least three (3) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the plans and/or specifications which, if issued, will be emailed to the recorded bid document holders, or if requested by the BIDDER. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
10. **Security for Faithful Performance.** The awarded Bidder shall furnish performance and payment bonds after the Notice of Award is issued and upon the time of signing the binding contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding contract. These bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER.
11. **Power of Attorney.** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
12. **Laws and Regulations.** The BIDDER'S attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
13. **Method of Award - Lowest Qualified Bidder.** If at the time this contract is to be awarded, the lowest base bid submitted by a responsible BIDDER does not exceed the amount of funds then estimated by the OWNER as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such

INFORMATION FOR BIDDERS

5. **Bid Security.** Each bid must be accompanied by certified or cashier's check or a bid bond in the form of the bid bond attached hereto, duly executed by the BIDDER as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest BIDDERS within seven days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the OWNER and the accepted BIDDER have executed the contracts, or, if no award has been made within the allowable time after the date of the opening of bids, upon demand of the BIDDER at any time thereafter, so long as he has not been notified of the acceptance of his bid.
6. **Liquidated Damages for Failure to Enter into Contract.** The successful BIDDER, upon his failure or refusal to execute and deliver the contract and bonds, required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the bid security.
7. **Time of Completion.** BIDDER must agree to commence work on or before a date to be established by the written "Notice to Proceed" of the OWNER and to fully complete the project within the time period specified, in consecutive calendar days, in the proposal.
8. **Condition of Work.** Each BIDDER must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful BIDDER of his obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruptions of or interference with the work of any other contractor.
9. **Addenda and Interpretation.** No formal interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any BIDDER orally. Every request for such interpretation should be in writing addressed to the City of Bentonville Purchasing Office, 117 West Central Avenue, Bentonville, AR 72712. Requests may be made by e-mail transmission to purchasing@bentonvillear.com. In the event a BIDDER desires to utilize e-mail transmissions, the BIDDER shall confirm that such transmissions are received by the Bentonville Purchasing Office. To be given consideration, such requests must be received at least three (3) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addenda to the plans and/or specifications which, if issued, will be emailed to the recorded bid document holders, or if requested by the BIDDER. Failure of any BIDDER to receive any such addendum or interpretation shall not relieve such BIDDER from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.
10. **Security for Faithful Performance.** The awarded Bidder shall furnish performance and payment bonds after the Notice of Award is issued and upon the time of signing the binding contract, each in an amount at least equal to the Total Bid Price as security for the faithful performance and payment of all of the awarded Bidder's obligations under this Invitation for Bid and the awarded binding contract. These bonds shall remain in effect for a period of one (1) year after a formal Completion of Work Notice is issued by the City. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER.
11. **Power of Attorney.** Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
12. **Laws and Regulations.** The BIDDER'S attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
13. **Method of Award - Lowest Qualified Bidder.** If at the time this contract is to be awarded, the lowest base bid submitted by a responsible BIDDER does not exceed the amount of funds then estimated by the OWNER as available to finance the contract; the contract will be awarded on the base bid only. If such bid exceeds such

INFORMATION FOR BIDDERS

amount, the OWNER may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

14. **Obligation of Bidder.** At the time of the opening of bids each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

BID FOR UNIT PRICE CONTRACT

BID #: IFB 20-22
PLACE: City of Bentonville, Arkansas
DATE: _____
TIME: _____

Proposal of _____
(hereinafter called "Bidder") a corporation, organized and existing under the laws of the State of _____,
a partnership, or an individual doing business as _____
(insert corporation, partnership or individual as applicable)

To the City of Bentonville, Arkansas (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of **BENTONVILLE STREET CUT REPAIR 2020**,
having examined the plans and specifications with related documents and the site of the proposed work, and being
familiar with all of the conditions surrounding the construction of the proposed project including the availability of
materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in
accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices
are to cover all expenses incurred in performing the work required under the contract documents, of which this
proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to
Proceed" of the Owner and to fully complete the project within 60 consecutive calendar days thereafter as
stipulated in the specifications.

Bidder acknowledges receipt of the following addendum:

Addendum Number and Description	Dated
_____	_____
_____	_____
_____	_____

[illegible]

Total Bid Price:	
------------------	--

The Total Bid Price shall be used only for the purpose of comparing bids.

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID FOR UNIT PRICE CONTRACT

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of 60 calendar days after closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Performance and Payment Bond or Bonds as required by Section 7 of the Information to Bidders. The bid security attached in the sum of

_____	\$	_____
(In Words)		(In Numbers)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby as required by Section 7 of the Information to Bidders.

Only the following identified subcontractors will be utilized by the Contractor in this project. The bid must indicate the name and addresses of all such subcontractors to be used in the project listing the description of the work to be performed by each subcontractor or contain the word "none" which is the bidder's verification that no subcontractor(s) will be utilized in the project. Acceptance or rejection of the listed subcontractor(s) shall be made by the Owner.

NAME	ADDRESS	DESCRIPTION OF WORK
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Respectfully Submitted:

BY: _____

Title

Business Address and Zip Code

Contractor's Arkansas License Number

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

As principal, and _____ as Surety,

are hereby held and firmly bound unto the City of Bentonville, Arkansas, as OWNER in the penal sum of

_____ \$ _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____ 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Bentonville, Arkansas, a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of: _____ Bid Number: _____

NOW THEREFORE,

A. If said Bid shall be rejected, or in the alternate.

B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

SEAL

BY

SEAL

BY

NOTICE OF AWARD

TO: _____

PROJECT NAME: **BENTONVILLE STREET CUT REPAIR 2020** _____

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____ and Instructions to Bidders.

You are hereby notified that your Bid has been accepted in the amount of: \$ _____

You are required by the Instructions to Bidders to execute the Contract and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said BONDS within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20____.

Owner: _____

BY: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

Company: _____

This the _____ day of _____, 20____.

BY: _____

TITLE: _____

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the
CITY OF BENTONVILLE, ARKANSAS, herein called "OWNER", acting herein through its MAYOR, and

(a corporation) (a partnership) (an individual doing business as) --- (Strike out inapplicable terms)
of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the project described as follows: BENTONVILLE STREET CUT REPAIR 2020 hereinafter called the project, for the sum of

\$ _____

and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by the City of Bentonville, herein entitled the Engineer, and all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Provisions of the Contract, and to make payments on account thereof as provided in Section 110 "Measurement and Payment" of the General Provisions.

The CONTRACTOR shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

CONTRACTOR is an independent contractor and is not, nor are any of their employees or representatives, an agent or employee of the City of Bentonville.

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

OWNER and CONTRACTOR agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding

NOTE: If Contractor is a Corporation, Secretary should attest.

CONTRACT

any such dispute, CONTRACTOR will proceed with the services as per this Contract as if no dispute existed, and City will continue to make payment for CONTRACTOR'S completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

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

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

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

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER:

CITY OF BENTONVILLE, ARKANSAS

City Clerk

Mayor

CONTRACTOR:

Secretary

BY

Address and Zip Code

NOTE: If Contractor is a Corporation, Secretary should attest.

ARKANSAS PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____ a
(2) _____, State of _____ hereinafter called the
"Surety", are held and firmly bound unto (4) City of Bentonville, Arkansas, hereinafter called "Owner" in the penal
sum of _____ \$ _____
in lawful money of the United States, for the payment of which sum well and truly to be made, said Principals and
Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
the Owner, dated _____ day of _____ 20____, a copy of which is
attached and made a part hereof for the construction of: _____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract, including without limitation the maintenance warranty
thereof, during the original term thereof, and any extensions thereof which may be granted by the Owner, with or
without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall
fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to
do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good
any default, and shall promptly make payment to all persons, firms, subcontractors and corporations furnishing
materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized
extension or modification thereof, all amounts due for but not limited to, materials, lubricants, oil, gasoline, repair on
machinery, equipment and tools, consumed or used in connection with the construction of said work, fuel oil, premium
for bonds, and liability and workman's compensation insurance, rentals on machinery and equipment; also for taxes
or payments due the State of Arkansas or any political subdivisions thereof which shall have arisen on account of or
in connection with the wages earned by workmen covered by the bond; and for all labor, performed in such work
whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

The Surety agrees the terms of this bond shall cover the payment by the principal of not less than the
prevailing hourly rate of wages as found by the Arkansas Department of Labor or as determined by the court on appeal
to all workmen performing work under the contract.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder of the
specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration or addition to the terms of the contract as to the work or to the
specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each of which shall be
deemed an original, this _____ day of _____ 20____

ARKANSAS PERFORMANCE AND PAYMENT BOND

ATTEST:

Secretary (Principal)

Principal

BY

Title

Address

Witness as to Principal

Address

(SEAL)

ATTEST:

Secretary (Principal)

Principal

BY

Title

Address

Witness as to Principal

Address

(SEAL)

Note: Date of Bond must not be prior to date of contract.

- (1) Correct name of Contractor.
- (2) A corporation, a partnership, or an individual, as case may be.
- (3) Correct name of surety.
- (4) Correct name of owner.
- (5) If contractor is partnership, all partners should execute bond.

NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT NAME: BENTONVILLE STREET CUT REPAIR 2020

You are hereby notified to commence WORK in accordance with the Contract dated _____ on
or before _____ and you are to Substantially Complete the WORK within 60 consecutive
calendar days and to Finally Complete the WORK within 15 consecutive calendar days thereafter.

The date for Substantial Completion is therefore _____.

The date for Final Completion is therefore _____.

Owner: _____

BY: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

Company: _____

This the _____ day of _____ 20____.

BY: _____

TITLE: _____

CONTRACTOR'S AFFIDAVIT

STATE OF ARKANSAS

COUNTY OF BENTON

The undersigned, being duly sworn on oath, deposes and says the he is _____ (Officer)

(Company Name)

the Contractor for BENTONVILLE STREET CUT REPAIR 2020 designated as Project, situated in Bentonville, Arkansas, owned by The City of Bentonville and that all parties who have furnished labor, material, or both or any other items to the undersigned for use on the said work and all parties having contracts or sub-contracts with the undersigned for specific portion of said work have been paid in full with the following exception:

The undersigned further states that there are no other contracts or obligations for labor or materials outstanding which were used in completing this Project.

The undersigned makes this affidavit for the purposes of procuring from the Owner a final payment upon this Contract for all work completed in accordance with the Drawings and Specifications of the Owner.

Signed this _____ day of _____ 20____

Contractor

BY

Title

Notary Public:

Subscribed and Sworn to before me this _____ day of _____ 20____

My commission expires this _____

Notary Public Signature

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 100 – GENERAL PROVISIONS**

SECTION 101. DEFINITIONS AND TERMS

101.01 Abbreviations and Definitions.

Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

101.01 (a) Industry Abbreviations.

ACI	American Concrete Institute
AASHTO	American Association of State Highway and Transportation Officials
ADPCE	Arkansas Department of Pollution Control and Ecology
AGC	Associated General Contractors of America
ARDOT	Arkansas Department of Transportation
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARA	American Railway Association
AREA	American Railway Engineering Association
ARTBA	American Road and Transportation Builders Association
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
ATSSA	American Traffic Safety Service Association
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CoE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
FHWA	Federal Highway Administration
FSS	Federal Specifications and Standards, General
ITE	Institute of Traffic Engineers
MIL	Military Specifications
MUTCD	Manual on Uniform Traffic Control Devices for Streets and Highways
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SSPC	Steel Structures Painting Council
UL	Underwriter's Laboratory
USC	United States Code

Definitions and Terms

101-1

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 100 – GENERAL PROVISIONS**

101.01 (b) Contract Abbreviations for Construction Work

AC	Asphalt Cement	GALV	Galvanized	R & D	Removal and
ACHM	Asphalt Concrete	GR	Grade, Graded		Disposal
	Hot Mix	GRVL	Gravel	RC	Reinforced
ACTD	Actuated	ha	hectare(s)		Concrete
ADJ	Adjusted	HI	High Intensity	RDWY	Roadway(s)
AGG	Aggregate(s)	HM	Hot Mix	RECOMP	Recompact(ed),
ALUM	Aluminum	HMA	Hot Mix Asphalt		Recompaction
APPL	Application	HMAS	Hot Mix Asphalt	RECON	Reconstruct(ed)
APPR	Approach		Stabilized	REFL	Reflectorized
ASPH	Asphalt	INST	Install, Installing,	REHAB	Rehabilitate,
ASSY	Assembly		Installation		Rehabilitation
AST	Asphalt Surface	j	joule(s)	RELOC	Relocate,
	Treatment	kg	kilogram(s)		Relocation
AUTO	Automatic	kL	kilometer(s)	RELP	Replace,
BIND	Binder	km/h	kilometers per hr		Replacing,
BIT	Bituminous	KPa	kilopascal(s)	RESTOR	Restoration
BNG(S)	Bearing(s)	L	liter(s)	RESTEEL	Reinforcing Steel
BR	Bridge(s)	LAB	Laboratory	RMC	Rigid Metallic
BST	Bituminous	m	meter(s)		Conduit
	Surface Treatment	mm	millimeter(s)	RNMC	Rigid Non-
C & G	Curb and Gutter	MA	Mineral Aggregate		Metallic Conduit
cc	cubic centimeter(s)	MAINT	Maintenance	SCAR	Scarify, Scarifyin
CD	Compacted Depth	MATL	Material(s)	SGNL(S)	Signal(s)
CEM	Cement	MES	Mitered End	SHLD(S)	Shoulder(s)
CL	Class		Section(s)	SPEC	Special
CLVT(S)	Culvert(s)	MET	Metal	sq	Square
CM	Corrugated Metal	MG	1000 Gallons	Sta	Station (100 feet)
CMBN	Combination	MIN	Mineral	STAB	Stabilized,
CNTL	Control, Controller	MOB	Mobilization		Stabilization
COMP	Compaction,	MOD	Modified	STKPL	Stockpile,
	Controller	MPa	MegaPascal(s)		Stockpiling
CONC	Concrete	MRK	Marking(s)	STN	Stone
CONST	Construction	msta	metric station	STR(S)	Structure(s)
CONT	Continuous,	mton	1000 kilograms	STRL	Structural
	Continuously	NO	Number(s)	SURF	Surface, Surfacing
CORR	Corrugated	NON MET	Non-Metallic	SWPPP	Storm Water
CR	Crushed	NON REINF	Non-Reinforced		Pollution
CRS	Course(s)	OCT	Octagonal		Prevention Plan
CS	Corrugated Steel	OFF	Office	SYS	System, Systems
CTD	Coated	Pa	Pascal(s)	TEMP	Temporary
CU,cu	Cubic	PC	Portland Cement	TERM	Terminal
DBL	Double	PIL	Piles, Piling	THERMPL	Thermoplastic
DI	Drop Inlet(s)	PM	Plant Mixed	TMBR	Timber
DWY(S)	Driveway(s)	ppm	parts per million	TRAF	Traffic
EMUL	Emulsified	PRCST	Precast	TRPL	Triple
EWK	Earthwork	PRFMD	Preformed	TRMT	Treatment
EXC	Excavation	PROC	Process,	TRTD	Treated
EXP	Expansion	Processing		TY	Type
F & I	Furnish and Insta	PVC	Polyvinylchloride	UNCL	Unclassified
FDN	Foundation	PVMT	Pavements(s)	UNTRTD	Untreated
FES	Flared End	PVNG	Paving	UT	Uniform Thickness
	Section(s)	QPL	Qualified Products	VAR	Variable
FNC	Fence(s)		List	VEH	Vehicle(s)
FURN	Furnish,	QUAD	Quadruple	□m	micrometer
Furnishing		QUINT	Quintuple		(1 x 10 ⁻⁶ m
GA	Gage, Gauge				

Definitions and Terms

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101.01 (c) Definitions.

Whenever in these specifications or in other contract documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Advertisement. The public announcement, as required by law, inviting formal, competitively sealed bids for work to be performed or materials to be furnished.

Agreement. The written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Award. The acceptance by the City of a proposal.

Bid. The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. The terms Bid and Proposal are used interchangeably.

Bid Bond. The security furnished with a bid to guarantee that the bidder will enter into the Contract if the bid is accepted.

Bidder. An individual, partnership, corporation or joint venture submitting a bid for the advertised work. (The terms "Bidder" and "Contractor" are frequently used synonymously.)

Bid Proposal Form. The approved form on which the Owner requires bids to be prepared and submitted for the work.

Business Day. Any calendar day except Saturdays, Sundays, and City recognized holidays. If a holiday falls on Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday.

Calendar Day. Any day shown on the calendar, beginning and ending at midnight. If a day is not identified by any other modifier, it shall be considered a calendar day.

Change Order. A written order issued by the Owner to the Contractor, covering changes in the plans or quantities or both, within the scope of the Contract and establishing the basis of payment and time adjustments for the work affected by the changes.

City. The City of Bentonville, Arkansas, including authorized representatives.

City Engineer. An Engineer employed by the City responsible for construction administration and inspection of projects for which the City is the Owner.

Construction Field Change. A written order issued by the Owner covering minor changes in the work, but which does not involve a change in the Contract Price or the Contract Time.

Contract. The written agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. (The Contract includes the contract form; the contract schedule of prices; the payment and performance bonds; specifications, supplemental specification, and special provisions; general and detailed plans; and any change orders and agreements that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.)

Contract Documents. The Contract Documents includes the Agreement; Addenda (which pertain to the Contract Documents); Contractor's Bid (including documentation accompanying the Bid and any Post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement; the Bonds; the Specifications and Special Conditions; the Drawings as the same are more specifically identified in the Agreement; together with all written modifications, Change Orders and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics and the like that may be furnished by Owner to Contractor are not Contract Documents.

Contract Item (Pay Item). A specifically described unit of work for which a price is provided in the Contract.

Contract Time. The number of Calendar or working days allowed for completion of the Contract. If a fixed date of completion is shown in the proposal, the Contract shall be completed by that calendar date.

Contractor. The individual, partnership, corporation, or any combination thereof, or joint venture contraction with the City for the prescribed work. (The terms "Contractor" and "Bidder" are frequently used synonymously.)

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Culvert. Any structure not classified as a bridge that provides an opening under the roadway.

Defective. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.

Effective Date of Agreement. The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer. The Engineer of record, acting directly or through duly authorized representatives, whose engineering seal appears on the plans and specifications.

Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and tools and apparatus necessary for the proper construction and acceptable completion of the work.

Extra Work. An item of work not provided for in the Contract as awarded but found essential to the satisfactory completion of the Contract within its intended scope.

Extra Work Order. A change order concerning the performance of work or furnishing of materials involving extra work. (Such extra work may be performed at agreed prices or on a force account basis as provided elsewhere in these specifications.)

Holidays. The City observes the following legal holidays: New Year's Day, January 1; Martin Luther King, 3rd Monday in January; Presidents Day, 3rd Monday in February; Memorial Day, last Monday in May; Independence Day, July 4; Labor Day, 1st Monday in September; Veteran's Day, November 11; Thanksgiving Day and the following day, 4th Thursday and Friday in November; Christmas Eve, December 24; and Christmas Day, December 25. If a holiday falls on Saturday or Sunday, the observed day shall be the Friday preceding the Saturday or the Monday following the Sunday.

Incidental item. Work shown on the plans but for which there is no bid item included. This work shall not be paid for separately; rather the cost of the work is considered to be included in the contract amount bid for the project.

Inspector. The City's or Engineer's authorized representative assigned to make detailed inspections of Contract performance.

Laboratory. The Quality Control Testing Laboratory of the City or any other testing laboratory that may be designated by the City.

Materials. Any substances specified for use in the construction of the project and its appurtenances.

Milestone. A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work for which liquidated damages may or may not apply.

Notice of Award. The written notice by Owner to the apparent successful Bidder stating that upon timely compliance by the apparent successful Bidder with the conditions listed therein, Owner will sign and deliver the Agreement.

Notice to Contractors. The advertisement for proposals for all work or materials on which bids are required indicating with reasonable accuracy the quantity and location of the work to be done, or the character and quantity of the materials to be furnished; and the time and place of the opening of proposals.

Notice to Proceed. A written notice given by Owner to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform his obligation under the Contract Documents. Notice to Proceed is also referred to as Work Order.

Owner. The City of Bentonville, Arkansas, and/or the duly authorized agent of the City of Bentonville, Arkansas, with whom Contractor has entered in the Agreement and for whom the Work is to be performed.

Pavement Structure. The combination of subbase, base course, and surface course placed on a subgrade to support the traffic load and distribute it to the roadbed.

Payment Bond. The approved form of security, executed by the Contractor and his/her Surety or Sureties, guaranteeing the payment of all legal debts of the Contractor pertaining to the construction of the project.

Performance Bond. The approved form of security, executed by the Contractor and his/her Surety or Sureties, guaranteeing complete performance of the Contract and all supplemental agreements thereto.

Plans. The approved plans, profiles, typical cross-sections, working drawing, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done. (The Title Sheet of the plans is provided for general information only and is not to be taken as an all-inclusive description of the work. Other work and/or locations may be included in the Project as described by

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the plans, specifications, supplemental specifications, and special provisions.)

Profile Grade. Unless otherwise shown on the plans, the trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. (Profile grade means either the elevation or gradient of such trace according to the context.)

Project. The specific section of the highway together with all appurtenances and construction to be performed thereon under the Contract.

Proposal. The formal and sealed offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the unit prices quoted.

Proposal Form. The approved form on which the City requires unit priced bids to be prepared and submitted for the work.

Proposal Guaranty. The security, bid bond, bid security, etc., furnished with a bid to guarantee that the bidder will enter into the Contract if the bid is accepted.

Prospective Bidder. An individual, partnership, corporation, or joint venture who has requested and been issued a proposal form from the City.

Qualified Products List. A list of products that are approved for use in Highway Contracts with the Arkansas State Highway and Transportation Department. The QPL is maintained by ARDOT.

Registered Professional Engineer. An Engineer registered in the State of Arkansas by the Arkansas State Board of Registration for Professional Engineers and Land Surveyors. All details, drawings, calculations, and reports submitted by the registrant as required by these specifications shall be certified, signed, and stamped with the seal or facsimile thereof as authorized by the Board.

Registered Professional Land Surveyor. A Land Surveyor registered in the State of Arkansas by the Arkansas State Board of Registration for Professional Engineers and Land Surveyors. All details, drawings, calculations, and reports submitted by the registrant as required by these specifications shall be certified, signed, and stamped with the seal or facsimile thereof as authorized by the Board.

Registered Scale Mechanic. A person registered with the Arkansas Bureau of Standards, Division of Weights and Measures, as being qualified by training and experience to make adjustments and repairs to commercial scales and performs such work as a skilled trade.

Right-of-Way. A general term denoting land, property, or interest therein, acquired for or devoted to highway purposes.

Road. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Roadbed. The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Roadside. A general term denoting the area adjoining the outer edge of the roadway. (Extensive areas between the roadways of a divided highway may also be considered roadside.)

Roadway. The portion of a highway within limits of construction, or as defined in other sections.

Shop Drawings. All drawings, diagrams, illustration, schedules and other data which are specifically prepared by Contractor, Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work.

Shoulder. The portion of the roadway constructed primarily for the use of pedestrians.

Sidewalk. That portion of the roadway constructed primarily for the use of pedestrians.

Sieve. U.S.A. Standard Series, as defined in AASHTO M 92. Percent passing or retained is by weight.

Special Provisions. Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project.

Specifications. A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

Standard Specifications. This contains the contract documents, plans, and all ordinance, resolutions, specifications, and regulations adopted by the City of Bentonville.

Station. A station when used as a definition or term of measurement will be 100 linear feet measured horizontally.

Street. A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Structures. Bridges, culverts, catch basins, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other features that may be encountered in the work and not otherwise classed herein.

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Subbase. The layer or layers of specified or selected material of designated thickness placed on a subgrade to support a base course.

Subcontractor. An individual, firm, or corporation to whom the Contractor sublets part of the work.

Subgrade. The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

Substantial Completion. A condition upon which the work has progressed to the point that it can be utilized for the purposes intended; as evidenced by a Certificate issued by the Engineer under the authority of the City. If no such certificate is issued, Substantial Completion shall be when the work is complete and ready for final payment.

Substantial Completion Date. The time at which the Work has progressed to the point where, in the opinion of the Owner, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended without further disruption to the public or occupants of the facility.

Substructure. All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, together with the backwalls, wingwalls, and wing protection railings.

Superintendent. The Contractor's authorized representative in responsible charge of the work, present at the work site at all times during the progress to supervise and direct construction, to receive and fulfill instructions from the Owner's representative, and to accept orders for changed and extra work.

Superstructure. The entire structure except the substructure.

Supplemental Agreement. A written negotiated agreement constituting a modification of the originally executed Contract and covering the performance of

work beyond its general scope. (The items of work contained therein will be included in an approved Change Order.)

Supplemental Specifications. Revisions to the Standard Specifications that are adopted subsequent to issuance of the printed book of Standard Specifications.

Surety. The company, other than the Contractor, executing a bond furnished by the Contractor.

Titles (Or Headings). The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

Ton. 2000 pounds.

Traveled Way. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unit Price Work. Work to be paid for on the basis of unit prices.

Work. The furnishing of all materials, labor, equipment, tools, and incidentals necessary or convenient to the successful completion of the project and the carrying out of the duties and obligations imposed by the Contract.

Working Day. A calendar day during which normal construction operations could proceed; normally excludes Saturdays, Sundays, and City recognized holidays.

Working Drawings. Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, or any other supplementary plans or similar data that the Contractor is required to submit to the Engineer for informational and record purposes or for approval.

Work Order. Written notice from the Engineer directing the Contractor to begin prosecution of the work.

101.02 Specification Language.

To avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be, done, if, as, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer/City Engineer" or "to the Engineer/City Engineer".

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SECTION 102. BIDDING REQUIREMENTS AND CONDITIONS

102.01 Qualifications of Bidders.

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

102.02 Notice to Contractors.

After the date is fixed for the bid opening for the work, the Owner will give notice of bidding to contractors. The advertisement will contain a description of the proposed work, and information to the bidder regarding access to proposal forms, plans, and specifications, and the amount and nature of the proposal guaranty.

102.03 Contents of Proposal.

Upon request, the Owner will furnish the prospective bidder with Plans and a Proposal form. The Proposal form will state the location and description of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or materials to be furnished, and will have a schedule of items for which unit or lump sum bid prices are invited. The Proposal form will state the time in which the work must be completed, the amount of the proposal guaranty, and the date, time and place of the opening of proposals. The Proposal form will also include any special provisions or requirements that vary from or are not contained in the Standard Specifications.

All papers bound with or attached to the Proposal form are considered a part thereof and shall not be detached or altered when the Proposal is submitted.

The plans, specifications, and other documents designated in the Proposal form will be considered a part of the Proposal whether attached or not.

The prospective bidder will be required to pay the Owner or the Engineer the sum stated in the advertisement for each copy of the Proposal form and each set of plans.

Conditional bids will not be accepted.

102.04 Rejection of Bid Proposals.

The Owner reserves the right to refuse to award a Contract due to a lack of competency or adequate machinery, plant, other equipment or personnel as revealed by the investigation allowed under Subsection 102.01 "Qualification of Bidders." In performing the investigation, the Owner may request additional information on and evaluate the following factors:

1. Uncompleted work that, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.
2. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of issuance of Proposals.
3. Misconduct which, in the opinion of the Owner, is of such a serious nature as to adversely affect the ability of the Contractor to perform future work.
4. Default under previous contracts.
5. Failure to reimburse the Owner for monies owed on any previously awarded contracts including those where the prospective bidder is a party to a joint venture and the joint venture has failed to reimburse the Owner for monies owed.
6. Previous failure to execute a Contract and/or submit acceptable bonds for any subsequent advertisement of that project.

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7. Unsatisfactory performance record as shown by past work for the Owner judged from the standpoint of workmanship and progress.
8. If the prospective bidder is the Contractor on a current Contract with the Owner on which is behind schedule due to failure to complete the work within the Contract time.
9. Default under previous contracts.

102.05 Interpretation of Quantities in Proposal Schedule.

The quantities appearing in the schedule are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished in accordance with the Contract. The scheduled quantities of work to be done and materials to be furnished at the per unit price bid, in accordance with the Contract, may each be increased, decreased, or omitted as hereinafter provided.

102.06 Examination of Plans, Specifications, Special Conditions, and the Site.

The Owner will prepare plans and specifications giving such directions as will enable a competent Contractor to carry them out. The bidder is expected to examine carefully the site of the proposed work, the proposal, plans, specifications, supplemental specifications, special conditions, contract forms (including all addenda) before submitting a proposal. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, supplemental specifications, special provisions, and contract. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid.

When the Plans or Special Conditions include information pertaining to subsurface exploration, boring logs, soil survey information, or other preliminary investigations, such information was obtained by the Owner for design and estimating purposes only. This and other subsurface investigation information may be available and prospective bidders will be permitted to examine such information upon request. It is expressly understood and agreed that said information does not constitute a part of the Contract and represents only the best knowledge of the Owner as to the location, character, and depth of the materials encountered. This information is only included and made available so that prospective bidders may have access to subsurface information obtained by the Owner and is not intended to be a substitute for personal investigation, interpretation, and judgment of the bidder. The bidder should be cognizant of the possibility that conditions affecting the cost and/or quantities of work to be performed may differ from those indicated.

102.07 Preparation of Proposal.

The proposal shall be submitted upon the forms furnished to the prospective bidder by the Owner. The bidder shall specify a unit price in words or figures, or both if required, for each pay item for which a quantity is given and should also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose, and the total amount obtained by adding the amounts of the several items. These extensions and totals as calculated by the bidder are for information only; the total proposal amount will be the true sum of the products obtained by multiplying the approximate quantities by their respective unit bid prices. Any notes, comments, or amounts written outside the column headed "Unit Bid Price" will be disregarded when calculating the total proposal amount. All figures shall be in ink and legible. The unit bid price should not be carried beyond the cent (\$0.01). Any figures on the unit bid price beyond the cent will be dropped. Should a bidder need to change a unit bid price on the bid proposal schedule of items, the original entry shall be marked out and the new entry shall be initialed by the person signing the proposal or another officer of the firm. Should a bidder need to change an extension, subtotal, or total on the bid proposal schedule of items, the original entry should be marked out and the new entry should be initialed by the person signing the proposal or another officer of the firm. Changes are defined as any physical alterations to the original figures including, but not limited to erasures, cross-outs, line-outs, or liquid paper corrections (white-outs).

The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, or by one or more officers of a corporation, or

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by an agent of the Contractor legally qualified and acceptable to the Owner. If the bidder's proposal is made by an individual, the name of the individual must be shown; by a partnership, the name of each partnership member must be shown; as a joint venture, the name of a member or officer of each of the firms represented by the joint venture must be shown; by a corporation, the name of the corporation must be shown.

102.08 Irregular Proposals.

Proposals may be considered irregular and may be rejected for the following reasons:

1. If changes are made to the entries for unit bid prices on the bid proposal schedule of items and they are not initialed by the person signing the proposal or an officer of the firm.
2. If the proposal does not contain a unit price or extension for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
3. If the proposal is not prepared and signed with ink.
4. If the proposal is not accompanied by the proper proposal guaranty.
5. If a proposal is received from an individual, firm, partnership, or corporation with an interest, as principal, in another proposal for the same project.
6. If any unit price entered on the Schedule of Items is illegible.
7. If the proposal is not submitted by the prospective bidder who purchased the original Contract Documents.
8. If the proposal is on a form other than that furnished by the Owner; or if the form is altered except as authorized; or any part thereof is detached.
9. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
10. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. Unbalanced proposals in which the prices for some items are out of proportion to the reasonable costs representative of those items.

102.09 Proposal Guaranty.

No proposal will be considered by the Owner unless it is accompanied by a guaranty in the form of either a bank draft, certified check, or cashier's check drawn on a solvent bank or trust company, or a bidder's bond duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner. The guaranty shall be made payable to the City of Bentonville, Arkansas, and shall be in an amount not less than five (5) percent of the bid.

102.10 Delivery of Proposals.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, his Arkansas Contractor's license number, the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Bentonville and be identified as a bid proposal. In the event that the second envelope is not identified as a bid proposal, the Owner will not be responsible for consideration of the proposal if it is not recognized as such by the time designated for receipt of proposals. Any proposal received after the time stated in the proposal form for receipt of proposals will not be accepted and will be returned unopened to the bidder.

102.11 Withdrawal/Modification of Proposals.

A bidder may withdraw or modify a proposal after it has been deposited with the Owner, provided a request for withdrawal or modification, as described herein, is received by the Purchasing Office of the City of Bentonville before the closing time set for receipt of proposals. Opened proposals may not be withdrawn within 60 days after the actual date of the opening of proposals.

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A request to withdraw or modify a proposal before bid opening must be legible and in one of the following forms. Bids may not be withdrawn after the bid opening time and date, if a bid mistake is based upon an error in judgement.

1. **Written Request.** Written requests for withdrawal of the bid proposal shall be signed by the bidder. Proposals withdrawn in this manner may be modified and resubmitted, but the modifications must be legible and must satisfy all other criteria for changes listed in this Section. Failure to resubmit a modified proposal before the time set for bid opening will result in no bid on behalf of the company that has withdrawn its bid.
2. **Bid Document Mistakes, Irregularities, Nonjudgmental Errors.** 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. If a nonjudgmental mistake, such as a math error, is suspected by the Owner or the Bidder, the Bidder shall respond within two (2) business days of the bid opening or within two (2) days of notification from the Owner, with a request for the Owner to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The Owner shall permit a Bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgment 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.

102.12 Public Opening of Proposals.

Proposals will be opened and read publicly at the time and place indicated in the Advertisement For Bids. Bidders, their authorized agents, and other interested parties are invited to be present.

102.13 Disqualification of Bidders.

Only one proposal from an individual, firm, partnership, or corporation, whether under the same or under different names, will be considered. Should it appear to the Owner that any bidder is interested, as principal, in more than one proposal for any one project, all such proposals in which the bidder is interested will be rejected.

A bidder may, however, submit a proposal as principal and also quote as a subcontractor to other principals on the same project provided the quotation as a subcontractor does not exceed 60% of the total bid, and by so doing will not thereby be liable for disqualification.

Furthermore, it is not the intent of this specification to disqualify any proposal because of quotations made by any one subcontractor to more than one principal. Should there be reasonable grounds for believing that collusion or a combination exists, all proposals may be rejected and bidders or participants in such combination or collusion will not be considered in future proposals for the same work.

102.14 Material Guaranty.

The successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work together with samples, which samples may be subjected to the tests provided for in these specifications to determine their quality and fitness for the work.

102.15 Project Withdrawal.

The City of Bentonville reserves the right to withdraw a project previously scheduled for letting. In the event of such withdrawal, potential bidders will be notified by the Owner, time permitting. In any case, an announcement will be made before opening bids for such withdrawn project and the unopened bids will be returned to the bidders.

102.16 Subcontractors.

The bid proposal shall contain the names and addresses of all major material suppliers and subcontractors listing the description of work to be performed by each subcontractor. Acceptance or rejection of the listed subcontractors or suppliers shall be in accordance with Subsection 105.12 "Subletting of Contract."

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SECTION 103. AWARD AND EXECUTION OF CONTRACT

103.01 Consideration of Proposals.

After the proposals are opened and read, they will be compared on the basis of the bid total, which is the summation of the products obtained by multiplying the approximate quantities shown in the Proposal by the unit bid prices. Errors found in the bidder's extensions will be corrected before release of the final summation. The results of such comparisons will be immediately available to the public.

The Owner reserves the right to reject any or all proposals, to waive technicalities, or to advertise for new proposals.

103.02 Award of Contract.

If it is in the opinion of the Owner that the Owner's best interest would be served thereby, the contract shall be awarded, within 60 calendar days after the opening of the proposals, to the lowest bid submitted by a responsible Bidder. The responsibility of the Bidder shall be determined according to the competency investigation provided for in Subsection 102.01 "Qualification of Bidders." The successful Bidder will be notified by letter of the bid acceptance and of the award of the Contract.

The lowest bid shall be determined by deducting any permitted deductive alternates desired to be exercised by the Owner from the base bid. If the determined lowest base bid is greater than the funds appropriated (the funds currently available for the project as determined by the Owner prior to opening of any bids) but is in excess of the amount appropriated by no more than 25% of the amount appropriated, the Owner may negotiate an award with the apparent responsible low Bidder. At any time, the language of this Subsection shall be interpreted in accordance with controlling Arkansas state law.

103.03 Cancellation of Award.

The City of Bentonville reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the City of Bentonville.

103.04 Return of Proposal Guaranty.

All proposal guaranties in the form of checks, except those of the three lowest bidders, will be returned within seven (7) days following the opening and verification of the proposals. The retained proposal guaranties of the three lowest bidders will be returned after the Contract has been executed, or if no award has been made within the allowable time after the date of opening of the bids, upon demand of the Bidder at anytime thereafter, so long as they have not been notified of the acceptance of their bid.

103.05 Requirement of Performance Bonds, Payment Bonds, Maintenance Bonds.

Prior to or simultaneously with the execution of the Contract, the successful bidder shall furnish bonds with approved sureties in the amounts and for the purposes noted below:

1. Performance and Payment bond or bonds in a sum equal to the full amount of the Contract as security
2. for faithful performance of the contract and for the payment to all persons and entities performing labor on the project or furnishing materials in connection with the project; and,
3. Upon completion of the project and prior to final acceptance by the Owner, the Contractor shall provide a Guarantee (maintenance bond) in a sum equal to the full amount of the Contract, which bond shall be in effect for a period of twelve (12) months after substantial completion of the project as security for the satisfaction of the guarantee and warranty of in-service operation of all materials, equipment and work as described in Subsection 109.18 "Warranty and Guarantee."

The bonds shall be in the forms prescribed by the bidding documents and shall be signed by a licensed Arkansas Resident Agent of the Surety who shall attach to each bond a Power of Attorney supporting the Agent's signature.

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In event the surety or bonding company fails or becomes financially insolvent, the Contractor shall, within five days of such failure, or insolvency, file a new bond in the amount designated by the Owner. The Owner reserves the right to refuse bonds from sureties with a record of unsatisfactory performance under previously accepted bonds.

103.06 Requirement of Insurance.

- (a) **General.** Before any Work at the site is started, Contractor shall deliver to Owner certificates (and other evidence of insurance requested by Owner), which Contractor is required to purchase and maintain as stated below.
- (b) **Contractor's Liability Insurance.** Contractor shall purchase and maintain such commercial general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is performed or furnished by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
1. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. Claims for damages insured by personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability and coverages specified or required by Law, whichever is greater.

- | | |
|---|------------------|
| 1. Workers' compensation: | Statutory |
| 2. Employer's Liability: | |
| \$100,000 | Each person |
| 3. Commercial General Liability Bodily Injury (including completed Operations and products liability) | |
| \$1,000,000 | Each occurrence |
| \$2,000,000 | Annual Aggregate |
| 4. Property Damage | |
| \$1,000,000 | Each occurrence |
| \$2,000,000 | Annual Aggregate |
| or a combined single limit of | \$5,000,000 |
| 5. Commercial Automobile Liability: | |
| Bodily Injury | |
| \$500,000 | Each person |
| \$1,000,000 | Each occurrence |
| 6. Property Damage | |
| \$500,000 | Each occurrence |
| or a combined single limit of | \$1,000,000 |

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The insurance specified above, except Workers' Compensation and Employer's Liability, shall be endorsed to include the Owner as additional insured thereunder.

The commercial general liability insurance shall include completed operations insurance and premises/operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty days' prior written notice has been given to Owner by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Subsection 109.19 "Warranty and Guarantee." In addition, Contractor shall maintain such completed operations insurance for at least two years after final payment and furnish Owner with evidence of continuation of such insurance at final payment and one year thereafter.

The property damage liability coverage under this policy shall contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, explosion, collapse of buildings, or damage to underground property. This policy shall provide Broad Form Property Damage coverage.

General Public Liability and Property Damage insurance to the (1) the Owner, its officials, its officers and its employees, (2) the Engineer, and (3) the Owner's agent, acting in the scope and course of their employment, and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage of property, arising out of or in connection with any operations under the Contractor's contract, whether such operations be by the Contractor or by any subcontractor under him or by anyone directly or indirectly employed by the Contractor or a subcontractor under him. All such insurance shall have the limits of liability specified in the preceding paragraphs.

- (a) **Contractual Liability Insurance.** The commercial general liability insurance required above shall include contractual liability insurance applicable to Contractor's obligations under Subsection 108.19 "Responsibility for Damage Claims." The insurance required by this paragraph shall be written for not less than the limits of liability and coverages specified.
- (b) **Property Insurance.** Contractor shall purchase and maintain property insurance upon the Work at the Site to the full insurable value thereof. This insurance shall be completed value form, shall include the interests of Owner, Contractor, Subcontractors, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "at risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property including but not limited to fees and charges of engineers, architects, attorneys, and other professionals. If not covered under the "all risk" insurance, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the Site or in transit when such portions of the Work are to be included in an Application for Payment.
- (c) **Waiver of Rights.** Owner and Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to Subsection 103.06(d) "Property Insurance" and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, and all other parties named as insured in such policies for losses and damages so caused. Each subcontract between Contractor and Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the Owner as trustee or otherwise payable under any policy so issued.

Owner and Contractor intend that any policies provided in response to Subsection 103.06(d) "Property Insurance" shall protect all of the parties insured and provide primary coverage of all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds; and if the insurers require separate waiver forms to be signed by any Subcontractor, Contractor shall obtain the same.

- (d) **Acceptance of Insurance.** If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Section on the basis of its not complying with the Contract Documents, Owner shall notify Contractor in writing thereof within ten

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days of the date of delivery of such certificates and other evidence of insurance to Owner in accordance with Section. Contractor will provide to the Owner such additional information in respect of insurance provided by him as the other may reasonably request. Failure to furnish the required proof of Liability Insurance with the submission of the Contract signed by the successful bidder shall be just cause for the cancellation of the award and forfeiture of the proposal guaranty, which shall become the property of the City of Bentonville, not as a penalty, but in liquidation of damages sustained. Failure to furnish notice of cancellation or change in the policy will result in the temporary suspension of work as provided in Subsection 109.07 "Temporary Suspension of Work." Temporary suspension shall remain in effect until proof that the required insurance is in effect is received by the Owner. If no proof of insurance is received within 20 calendar days of the Suspension Order, the Owner may proceed with written notice of default according to Subsection 109.17 "Default and Termination of Contract."

103.07 Execution and Approval of Contract.

The Contract shall be signed by the successful bidder and returned, together with the required bonds and proof of liability insurance, within ten (10) days after written notice of award has been issued. If the Contract is not executed by the Owner within fifty (50) days following receipt of the signed Contract, bonds, and proof of insurance, the bidder shall have the right to withdraw the bid without penalty. The Contract will not be considered effective until it has been fully executed by all parties to the Contract.

103.07 Failure to Execute Contract.

Failure to execute the Contract and file acceptable bonds and proof of liability insurance within 10 days after the written notice of award has been issued to the bidder shall be just cause for the cancellation of the award and forfeiture of the proposal guaranty, which shall become the property of the City of Bentonville, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the Owner may decide. The low bidder who fails to execute the Contract and submit acceptable bonds and proof of liability insurance will not be permitted to bid on any subsequent advertisement of that project.

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SECTION 104. SCOPE OF WORK

104.01 Intent of Contract.

The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the Contract.

104.02 Alteration of Plans or Character of Work.

- (a) **General.** The City shall have the right to increase or decrease the extent of the work or to change the location, gradient, or the dimensions of any part of the work, provided that the length of the improvement is not increased or decreased in excess of 25% of the contract length, or that the quantities of work to be done or the materials to be furnished are not increased or decreased in money value in excess of 25% of the total Contract. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof. The Contractor shall perform the work as increased or decreased within the qualifying limits named and no allowance will be made for anticipated profits on increases or decreases so incurred.

If changes in the work require an adjustment in unit prices already established, or if additional work for which unit prices have not already been established by the contract is necessary, the contract price shall be adjusted according to the General Conditions of the Contract and this Section. If additional work is performed before an adjustment is made in the contract, the additional work will be paid for at unit prices already established for similar work, if such additional work is deemed necessary by the Engineer/City Engineer. If the Contractor performs additional work without authorization from the City and without an agreed Contract adjustment for such work, no payment for such additional work will be made.

- (b) **Significant Changes in the Character of Work.** The City reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and the Contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer/City Engineer may determine to be fair and equitable. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or
- When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any adjustment due to an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item of work is defined as any bid item for which the original contract value is more than 10 percent of the total original contract value.

- (c) **Differing Site Conditions.** During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed. Upon written notification, the Engineer/City Engineer will investigate the conditions. If the Engineer/City Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of

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any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer/City Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted. No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

104.03 If and Where Directed Items.

The plans and the proposal may specify one or more items to be incorporated into the project "if and where directed" by the Engineer/City Engineer. The Engineer/City Engineer shall have discretion in determining whether and to what extent such items will be incorporated into the project. The Engineer/City Engineer may order incorporation of such items at any location within the project and at any time during the work. These items may or may not be located on the plans. The estimated quantities set out in the proposal for such items are presented solely for the purpose of obtaining a representative bid price. The actual quantities employed may be only a fraction of, or many times the estimated quantities. The Contractor shall make no claim for additional compensation because of any increase, decrease, or elimination of such items.

104.04 Contingency.

- (a) **Description.** A contingency allowance of the amount specified in the Bid Documents will be allowed for use at the discretion of the Mayor, Transportation Engineer, City Engineer or their designee to cover increased cost of existing line items, offset and approve cost of new line items, and used to reconcile the final contract amount. If used, the Contractor shall write a letter on its letterhead detailing the use of Contingency and submit to the Engineer for review. This letter, if approved, will be submitted with the applicable pay estimate.
- (b) **Included Items.** Work required for individual pay items for which the Contingency is used.
- (c) **Incidental Items.** None for the Contingency itself. Incidental items shall be as required for individual pay items for which Contingency is used.
- (d) **Measurement and Payment.** Measured as required by individual pay items for which the Contingency is used.
- (e) **Partial Payments Provisions.** To be paid as the need arises.

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SECTION 105. CONTROL OF WORK

105.01 Authority of the Engineer.

As the direct representative of the Owner, the Engineer has immediate charge of the engineering details of each construction project; is responsible for the general administration of the Project; and has the authority to reject unacceptable material or work and to suspend any work that is being improperly performed.

The Owner, with input from the Engineer, will decide all questions that may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

The Engineer, with concurrence by Owner, will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for such periods as deemed necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any other condition or reason deemed to be in the public interest.

Any unresolved disputes arising under the Contract shall be submitted by the Contractor in writing to the Engineer. Disputes claiming additional compensation shall contain the information set forth in Subsection 109.10 "Claims for Adjustment and Disputes." The Engineer shall render a written decision within 60 calendar days of receipt of the Contractor's letter and information. Should a dispute not be resolved by the written decision of the Engineer, subsequent appeal by the Contractor shall be submitted in writing within 60 calendar days of the decision of the Engineer, and shall be addressed directly to the Owner.

105.02 Plans and Submittals.

- (a) **Plans.** Plans may show lines, grades, details of all structures, typical cross sections, and a summary of items appearing on the proposal. Work may be provided for on the Plans that is not located within the limits of the project as shown on the plan sheets. Work of this nature may include but is not limited to removal of existing items, obliteration, grading, base and surfacing, transitions, etc., and is considered a part of the project. The Plans will be supplemented by such working drawings or sketches issued by the Engineer as are necessary to adequately control the Work.
- (b) **Submittals.** Shop drawings, mix designs, vendor data, testing reports, certifications and working drawings for structures shall be furnished by the Contractor as required herewith. They shall consist of such data and detailed plans as may be required to adequately control the work and are not included on the plans furnished by the Owner. They shall include stress sheets, shop drawings, erection plans, falsework plans, cofferdam plans, or any other supplementary plans or similar data required of the Contractor.

All submittals shall be submitted to the Engineer for informational and record purposes or for approval as specified for the item of work involved. Contractor shall, in writing, call Engineer's attention to any deviation that the Submittal may have from the requirements of the Contract Documents. The Contractor should anticipate a review period of 15 - 30 calendar days from receipt by the Engineer of submittals. The review of submittals by the Engineer will be limited to checking for general agreement with the plans and specifications, and shall in no way relieve the Contractor of responsibility for errors and omissions contained therein, nor shall such review or approval operate to waive or modify any provisions contained in the Specifications or Drawings. It is mutually agreed that the Contractor shall be responsible for agreement of dimensions and details as well as conformity of its submittal with the Contract plans and specifications.

Where a Shop Drawing or sample is required by the Specifications, no related work shall commence until the submittal has been reviewed and approved by Engineer.

The contract price will include the cost of furnishing all required working drawings, record drawings and other submittals.

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105.03 Conformity with Plans and Specifications.

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Unless otherwise specified, in the event the materials or the finished product in which the materials are used is not within reasonably close conformity with the plans and specifications but reasonably acceptable work has been produced, the Engineer/City Engineer shall determine if the work shall be accepted and remain in place. If the work is accepted, the Engineer/City Engineer will document the basis of acceptance by Contract modification that will provide for an appropriate adjustment in the contract cost for such work or materials.

In the event the materials or the finished product in which the materials are used or the work performed is found not to be in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected at no cost to the City.

105.04 Coordination of Plans, Specifications, and Special Conditions.

These Specifications, the Plans, General Conditions, Supplementary Conditions, and all other supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In addition, the Specifications include references to the Arkansas Highway and Transportation Department's Standard Specifications for Highway Construction Edition of 1996 and latest edition. The portions of the ARDOT Standard Specifications, which are referenced in these specifications, are hereby incorporated by reference.

All work shall conform to City of Bentonville Code of Ordinances. In case of discrepancy, the most stringent requirements will apply. The City of Bentonville Code of Ordinances, is hereby incorporated by reference.

The Contractor shall not take advantage of any apparent error or omission on the plans or in the Contract Documents. The party discovering such error or omission shall notify the other party when the discovery is made. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

105.05 Cooperation by Contractor.

The Contractor will be supplied with a minimum of two sets of approved plans and Contracts, one set of which shall be kept available on the project at all times.

The Contractor shall give the work the attention necessary to facilitate the progress thereof and shall cooperate fully with the Engineer/City Engineer, inspectors, and other Contractors.

The Contractor shall have on the project at all times an agent who is a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed. The superintendent shall receive instructions from the Engineer/City Engineer and shall have full authority to execute orders or directions of the Engineer/City Engineer without delay and to promptly supply such materials, labor, equipment, tools, and incidentals as may be required. Such superintendent shall be furnished regardless of the amount of work sublet.

105.06 Coordination and Cooperation Between Contractors.

The Owner reserves the right at any time to contract for and perform other or additional work on or near the work covered by the Contract.

When separate contracts are let adjacent to or within the limits of any one project, the work of each Contractor shall be conducted so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other.

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It is understood and agreed that the Contractor considered in the bid the status of the existing Contract or Contracts at the time of bidding and will arrange to coordinate and schedule the work jointly with the other affected Contractors in order to complete the work within the time allowed in the Contract.

Contractors involved shall assume all liability, financial or otherwise, in connection with their own Contracts and shall protect and save harmless the City of Bentonville from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

Contractors shall arrange their work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project, and shall join their work with that of the others in an acceptable manner, and shall perform it in proper sequence with that of the others.

105.07 Cooperation with Utilities.

The Plans may indicate various utility items, some of which are to be relocated or adjusted by the utility owner, and others that are to be relocated or adjusted by the Contractor. The City will notify all known utility companies, all known pipe line owners, or other known parties affected, and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction made before construction begins.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction that are to be relocated or adjusted are to be moved by the owners of such facilities except as otherwise provided for in the Contract or as noted on the plans.

The Contractor shall consider in the bid all of the permanent and temporary utility facilities and appurtenances in their present, relocated, or proposed positions. No additional monetary compensation will be allowed for any delays, inconveniences, or damages sustained due to any interference from the utilities or appurtenances or from the operations of relocating them.

It is the Contractor's responsibility to have all utility lines located before construction begins. Any costs incurred due to damaged utility lines shall be borne by the Contractor with no exceptions.

105.08 Inspection of Work.

All materials and each part or detail of the Work shall be subject to inspection by the Engineer/City Engineer. The Engineer/City Engineer and inspectors shall be provided acceptable access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is necessary to make a complete and detailed inspection. Neither observations by Engineer/City Engineer nor inspection, tests or approvals by others shall relieve Contractor from his obligation to perform the work in accordance with the Contract Documents.

When requested by the Engineer/City Engineer at any time before acceptance of the Work, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications.

Should the work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work. Should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

Any work performed or materials used without inspection by the Engineer/City Engineer may be ordered exposed, and/or removed and replaced, at no cost to the Owner unless the Engineer/City Engineer or inspector failed to inspect after having been given reasonable notice that the work was to be performed.

When any unit of government, political subdivision, railroad corporation, or other agency is to pay a portion of the cost of the Work covered by the Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government, political subdivision, railroad corporation, or other agency a party to the Contract, and shall in no way interfere with the rights of either party thereunder.

105.09 Removal of Unacceptable or Unauthorized Work.

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All work that does not comply with the requirements of the Contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, damage through carelessness, negligence, or any other cause, found to exist before the final acceptance of the Work, or during the warranty period specified in Subsection 109.18 "Warranty and Guarantee", shall be removed and replaced in an acceptable manner at no cost to the Owner. Work performed contrary to any instructions of the Engineer/City Engineer; work performed beyond the lines shown on the plans or as established, except as herein specified; or any extra work performed without authority will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so performed may be ordered removed or replaced at no cost to the Owner.

Should the Contractor fail to comply with any order of the Engineer/City Engineer, the Engineer/City Engineer will have the authority to cause unauthorized work to be removed and unacceptable work to be corrected or removed and replaced and to deduct the costs from any moneys due or to become due the Contractor.

105.10 Authorized Changes.

All changes to the Plans performed in the field shall be reviewed, approved and authorized by the Owner prior to proceeding with the work. Any changes to the Plans without authorization may result in removal of such item at the Contractor's expense and/or nonpayment for the work, at the discretion of the Owner.

Verbal authorized changes to the Plans in the field will not be considered for additional quantities or compensation, unless they are followed by written documentation within 24 hours. Any authorized changes to the Drawings which are approved by the Owner for additional compensation shall be in written form indicating all items of work involved and the cost for each item, and will be submitted to the Owner prior to proceeding with the work involved.

105.11 Substitution of Materials and Equipment.

If the Contractor desires to use a material, method or type of equipment other than those specified in the Contract, authority from the Engineer/City Engineer to do so must be requested. The request shall be in writing and shall include a full description of the materials, methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change.

Prior to proposing any substitute material, method or type of equipment, the Contractor shall satisfy itself that the material, method or type of equipment proposed is, in fact, equal to that specified, that such material or type of equipment will fit into the space allocated, that such material or type of equipment affords comparable ease of operations, maintenance and service, that the appearance, longevity and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution material, method or type of equipment will be in Owner's interest.

The burden of proof of equality of a proposed substitution for a specified material, method or type of equipment shall be upon the Contractor. Contractor shall support its request in writing with sufficient test data and other means to permit the Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material or type of equipment by a manufacturer other than those specified or brand name or model number or of generic species other than those specified will be considered a substitution. The Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Approval of a substitution shall not relieve the Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in the parts of the Work caused by any substitutions.

Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

No change will be made in basis of payment for the construction items involved nor in contract time as a result of an authorized change in methods or equipment under these provisions.

105.12 Subletting of Contract.

The Contractor will be permitted to sublet a portion of the Contract, except that work amounting to not less than 40% of the total Contract amount must be performed by the Contractor's organization. No subcontractor shall

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further subcontract any portion of the work without the written consent of the Contractor and acknowledgment of the Owner. No subcontracts, or transfer of contract, shall in any case release the Contractor of liability under the Contract and bond.

105.13 Construction Layout.

All construction staking will be the responsibility of the Contractor. The Contractor shall provide a sufficient workforce skilled in construction layout to establish all lines, slopes, profiles, and structure locations necessary to construct the project according to the plans.

105.14 Maintenance During Construction.

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces, to the end that the roadway or structures are kept in satisfactory condition at all times.

The Contractor shall be responsible for the maintenance of existing drainage ditches and channels within the right-of-way limits, including construction easements if any, from the date all work is begun on the project to the date of its final acceptance. This is not a requirement that the Contractor improve existing drainage ditches and channels, except as shown on the plans or directed by the Engineer/City Engineer. The Contractor shall maintain waterways in such condition that damage to the work or to abutting property will not result from the Contractor's operations. Obstruction of natural flow in waterways by stockpiling or storing materials, or by placement of equipment or supplies without provision for adequate bypassing of such natural flow, will not be permitted. Collections of sediment or debris that prohibits or inhibits normal function of drainage facilities shall be removed promptly.

All costs of maintenance work during construction and before the project is accepted will not be paid for separately, but full compensation therefor will be considered included in the contract unit prices bid for the various items in the Contract.

If the Contractor, at any time, fails to comply with the provisions of this subsection, the City will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the City may immediately proceed to maintain the project and the entire cost of this maintenance will be deducted from moneys due or to become due the Contractor on the Contract.

105.15 Acceptance.

(a) **Partial Acceptance.** The City may accept units or substantially completed portions of a project when it is in the best interest of the City. Such partial acceptance shall in no way void or alter any of the terms of the Contract.

(b) **Final Acceptance.** As soon as practical after completion of the entire project, including receipt of all documentation required by the Contract Documents, the Engineer and City Engineer will make an inspection. If all construction provided for and contemplated by the Contract is found to have been satisfactorily completed, that inspection shall constitute the final inspection and the Owner will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Owner will advise the Contractor of the work requiring correction. The Contractor shall immediately make the required corrections and shall complete the corrections within 30 days of the date of the inspection. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the City will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

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SECTION 106. CONTROL OF MATERIAL

106.01 Quality Requirements.

The materials used in the work shall meet all quality requirements of the Contract. Quality control, to insure that materials and workmanship, prior to and after, being incorporated into the work meets the requirements of the Contract, is the sole responsibility of the Contractor. Testing required for Contractor's quality control, certificates of compliance, mix designs and manufacturing of materials, and as needed for Contractor's operations shall be provided by the Contractor and the costs therefore will not be paid separately but full compensation will be considered included in the contract unit prices bid for associated items.

All Quality Assurance testing, to insure that the materials and workmanship as a final product meets the requirements of the Contract, will be accomplished and paid for by the Contractor. The costs for any retesting required in areas failing to meet the specified requirements shall be paid for by the Contractor.

The materials furnished and used shall be new, except as may be provided elsewhere in these specifications, on the plans or in the Special Conditions. The materials shall be manufactured, handled, and used in a workmanlike manner to ensure completed work in accordance with the plans and specifications. Also, refer to Section 107 "Quality Control Requirements".

106.02 Sources of Supply.

If agreed to by Owner, to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of proposed sources of materials before delivery. The Contractor shall furnish without charge such samples as may be required. Inspection and tests may be performed by the Engineer or Owner's designated testing firm, but it is understood that such inspections and tests, if made at any point other than the point of incorporation in the work, in no way shall be considered as a guarantee of acceptance of such materials nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made.

The Contractor shall assume full responsibility for ordering materials of the quality and quantity required and for the delivered costs of such materials. Materials needed in the work shall be furnished by the Contractor unless otherwise stated in the Contract.

106.03 Samples, Tests, and Cited Specifications.

All materials will be inspected and tested by the supplier or Contractor as required by these specifications before incorporation in the Work. Work in which untested materials are used without the approval or written permission of the Engineer shall be treated as provided in Subsection 105.08 "Removal of Unacceptable or Unauthorized Work."

Whenever a reference is made in the specifications to a Federal Specification, or to a specification or test designation of the American Association of State Highway and Transportation Officials, the American Society for Testing and Materials, American Water Works Association, or any other recognized national organization, it shall mean the year of adoption or latest revision of the specification or test designation in effect on the day the advertisement for bids is dated. When a specific reference is made to a dated specification or test designation, the revision in effect on that date shall apply.

When requested, the Contractor shall furnish a complete certified statement of the origin, composition, and/or manufacture of materials that are to be used in the Work.

106.04 Certification of Compliance.

The Engineer/City Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance stating that such materials or assemblies fully comply with the requirements of the Contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the Project must be accompanied by a Certificate of Compliance and clearly identified.

Materials or assemblies used on the basis of Certificates of Compliance may be sampled and tested and if found not in conformity with Contract requirement will be subject to rejection whether in place or not.

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The form and distribution of Certificates of Compliance shall be as approved by the Engineer/City Engineer.

106.05 Plant Inspection.

The Engineer may undertake the inspection of materials at the source. In the event plant inspection is undertaken the following conditions shall be met:

- The Engineer/City Engineer shall have the cooperation and assistance of the Contractor and of the producers of materials for the Work.
- The Engineer/City Engineer shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.

Adequate safety measures shall be provided and maintained.

It is understood that the Engineer/City Engineer reserves the right to retest all materials prior to incorporation into the Work which have been tested and accepted at the source of supply after the sample have been delivered and to reject all materials which, when retested, do not meet the requirements of these specifications or contract documents.

106.06 Storage of Materials.

Materials shall be so stored as to assure the preservation of their quality and fitness for the work and in accordance with requirements of the Specifications; or if not covered in the Specifications, in accordance with the manufacturer's recommendations. Stored materials, even though approved before storage, may again be inspected before their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Portions of the right-of-way not required for public travel may be used for storage purposes and for the placing of the Contractor's plant and equipment, if approved by the Engineer, but any additional space required therefor must be provided by the Contractor, and at no cost to the Owner. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer, copies of such written permission shall be furnished. All storage sites shall be restored to their original condition by Contractor at his expense. Construction materials may not be stored in the roadway for more than five (5) days after unloading.

106.07 Handling Materials.

All materials shall be handled in such manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the Work in tightly covered vehicles so constructed as to prevent loss or segregation of materials after loading and measuring so that there may be no inconsistencies in the quantities of materials intended for incorporation in the Work as loaded and the quantities as actually received at the place of operations.

106.08 Unacceptable Material.

All materials not conforming to the requirements of the specifications at the time they are used shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer/City Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given.

106.09 Owner-Furnished Material.

The Contractor shall furnish all materials required to complete the Work, except those specified to be furnished by the Owner. Material furnished by the Owner will be delivered or made available to the Contractor at the points specified in the Special Provisions.

The cost of handling and placing all materials after they are delivered to the Contractor will not be paid for separately, but full compensation therefor will be considered included in the contract unit price(s) bid for the item(s) with which they are used.

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The Contractor will be held responsible for all material delivered by the Owner through this arrangement. Deductions will be made from any moneys due the Contractor to make good any shortages and deficiencies, from any cause whatsoever; for any damage that may occur after such delivery; and for any demurrage charges.

106.10 Salvaged Materials.

All salvaged materials in reusable condition, including pavement millings, water and drainage pipe, valves, fittings and other items, remain the property of the City of Bentonville. Contractor shall deliver items to location directed by Engineer/City Engineer or designated in specifications. Items not considered of value shall be disposed of by the Contractor at his expense.

106.11 Automatically Controlled Equipment.

Whenever a breakdown or malfunction of the automatic controls occurs on scales, scale printers, batch plants, or mixing plants, the equipment may be operated manually or by other methods for a period not to exceed two working days, provided that such alternate methods of operation produce results otherwise meeting the Specifications.

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SECTION 107. QUALITY CONTROL REQUIREMENTS

107.01 Description.

This section shall set forth the requirements for Quality Control, including material testing and submittal requirements.

107.02 Submittal Requirements.

All submittals required by the contract shall be submitted before associated work is begun. Sufficient copies shall be submitted for the Engineer to retain two copies, the City to receive two copies and the Contractor to receive a minimum of one approved copy.

The following submittals are required:

1. Project Schedule
2. Asphalt Mix Design(s)
3. Listings of Project Personnel and Contact Phone Numbers
4. Traffic Control Plan
5. Other Submittals as requested by the Engineer/City Engineer/City Project Manager

The Engineer/City Engineer will review all submittals promptly and notify the contractor of their approval or denial. The contractor shall have approved submittals before beginning any associated work. Any work accomplished before approved submittals are received is subject to rejection and removal from the job at the contractor's expense.

107.03 Material Submittals.

As a minimum, the following material submittals will be required:

1. Samples of on-site soils, if these soils are to be used as fill in the roadway. The Engineer/City Engineer will determine the number of samples to be taken.
2. Samples of soils to be used as borrow material.
3. Samples of material to be used as aggregate base under the roadway. One sample will be required initially. Additional samples will be taken during placement of aggregate base if deemed necessary by the Engineer/City Engineer.
4. Samples of material to be used as topsoil. Alternatively, the Engineer/City Engineer will inspect the site from which the topsoil is to be taken to determine its acceptability. All material samples shall be taken in the presence of a representative from the Quality Control (QC) Laboratory. Other submittals may be required as determined by the Engineer/City Engineer.

107.04 Testing and Inspection Requirements

- (a) Field Inspections. The contractor shall provide one person as its on-site representative to receive instructions from the Engineer/City Engineer. This person shall be qualified and experienced in job superintendence.

The Contractor's representative shall be on-site during all work, which is to be paid for under the contract. If the Contractor's representative is not on-site, the Engineer/City Engineer may order all work be stopped until such time as the contractor's superintendent returns to the job site.

The Contractor shall provide the City's field representative with at least 24 hours of advance notice for any concrete placement.

The Contractor will provide, at its expense, an independent quality control (QC) laboratory to accomplish quality control testing. All testing will be scheduled with the QC lab and the City by the Contractor. The Contractor shall provide or make available samples of all material as required by these specifications as well as any other materials deemed necessary by the Engineer/City Engineer.

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- (b) **Testing Requirements.** The Contractor shall inform the City's field representative at least 24 hours in advance of any required testing. The following is the minimum sampling and testing frequency required:
2. **Cross Drain Backfill:** minimum of one density test per layer of material placed per pipe or box culvert location.
 3. **Storm drain backfill:** minimum of one density test per 300 lineal feet of pipe or portion thereof when the storm drain is located in the street or under the curb and gutter.
 4. **Embankment:** minimum of one density test per layer per 300 lineal feet of roadway or portion thereof.
 5. **Subgrade:** minimum of one density test per 300 feet of roadway with a minimum of three density tests per project, and one sieve analysis and plasticity index test per project per material type for subgrade soil classification.
 6. **Aggregate base course:** minimum of one density test and one depth measurement (depth sounding) per 300 lineal feet of roadway, with a minimum of three density tests and three depth measurements per project. Also, there will be a minimum of one gradation test per project.
 7. **Asphalt Concrete Hot Mix.** Testing shall be as specified in Section 403. Core holes shall be filled with non-shrink grout mix by the Contractor. All holes shall be protected from traffic until the grout has cured.
 8. **Concrete for Drainage Structures.** A minimum of one set of three concrete cylinders per day's concrete placement will be required for drop inlets and junction boxes. Other placements will be sampled at the rate of 1 set of cylinders per 30 cubic yards of concrete placed. Slump and air entrainment tests will be conducted at the time of cylinder preparation. One cylinder will be broken at seven days and the other two will be broken at 28 days.
 9. **Concrete for Curb and Gutter.** A minimum of one set of three concrete cylinders per 500 lineal feet of curb and gutter or portion thereof. One cylinder will be broken at seven days and the other two will be broken at 28 days.
 10. **Concrete Pavement.** A minimum of one set of three concrete cylinders per 500 lineal feet of pavement or portion thereof, with a minimum of one set per project. The set shall be broken in seven and 28 days as described above. Also, one core and depth measurement per 300 lineal feet of complete pavement with a minimum of one per project. Core holes shall be filled with non-shrink grout mix. All holes shall be protected from traffic until the grout has cured.
- (a) **Provisions for Acceptance of Nonspecification Materials.** This section provides for corrective actions to be taken when test results indicate nonspecification materials or workmanship have been incorporated into the project. Any penalties, which are assessed, will be deducted from the contract price.
1. **Density for Embankment, Subgrade, Pipe Backfill, and Crushed Stone Base Course:** Recompact until the minimum density is obtained.
 2. **Depth of Crushed Stone Base Course:** The depth of the crushed stone base shall be within plus or minus one-half inch ($\pm \frac{1}{2}$ ") of the required depth. If the deficient depth is greater than one-half inch ($\frac{1}{2}$ "), additional material shall be added to reach the required depth. This material shall be incorporated into the existing material by the use of rippers or other equipment extending a minimum of 3 inches into the existing material.
 3. **Depth and Density of ACHM Binder and Surface:** Depth and density requirements shall be as specified in Section 403 "Asphalt Concrete Hot Mix" of these specifications.
 4. **Surface Tolerance of ACHM Surface:** Surface tolerance of ACHM Surface shall be as specified in Section 403 "Asphalt Concrete Hot Mix" of these specifications.
 5. **Concrete Strength:** The average 28-day compressive strength of the two cylinders of a set shall be at least the required strength of the concrete specified. If the average strength is lower, the following penalties will be assessed:

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% of Minimum Strength	% Reduction in Contract Price
92-100	10
85-92	25
Below 85%	Remove and Replace

6. **Concrete Pavement Depth:** The concrete pavement depths shall be within plus or minus three-eighths inch ($\pm 3/8"$) of the required depth plus any additional depth required as a result of a deficient subbase depth. The average of all depth measurements shall not be less than the required depth, and any depth in excess of plus three-eighths inch ($\pm 3/8"$) will not be used in computing the average depth. If the average depth is less than the required depth, the following penalties shall be assessed:

Deficient Depth	% Reduction in Contract Price
Req. depth to 1/8 inch	1
1/8 inch to 1/4 inch	3
1/4 inch to 3/8 inch	7
3/8 inch to 1/2 inch	15
1/2 inch to 5/8 inch	25
5/8 inch to 3/4 inch	40
More than 3/4 inch	Remove and Replace

7. **Concrete Pavement Surface:** The finished pavement surface shall have a maximum deviation of $1/4"$ when tested with a 10' straight edge parallel to the flow of traffic. Pavement cross slope shall vary by no more than $1/8"$ in 10' when tested with a straightedge.

Grinding shall be performed, if necessary, to remove any deviations in excess of $1/4"$. The grinding equipment shall be power driven and specifically designed to smooth and texture portland cement concrete by means of diamond blades. Areas that have been ground shall be re-grooved by grooving in accordance with subsection 601.16 for Class 7 surface finish, to provide a uniform texture equal in roughness to the surrounding pavement.

In addition to these requirements, if any individual test falls below the minimum requirements, the area represented by this test shall be assessed the appropriate penalty under the applicable section above.

107.05 Testing and Material Specification.

These Specifications reference AASHTO Standards for testing and material. Unless specifically stated otherwise, the corresponding ASTM Standard will be allowed in lieu of the AASHTO Standard.

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SECTION 108. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

108.01 General.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. Further, the Contractor shall at all times observe and comply with all such laws, ordinances, regulations, quarantines, orders, and decrees; and shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

All work pertaining to Electrical, Plumbing, and/or Building Crafts shall be performed in strict accordance with governing Federal, State, City, and Local Codes and Ordinances, with particular attention to the current editions of the Arkansas State Plumbing Code and the National Electrical Code as adopted by the National Fire Protection Association.

The Contractor shall comply with applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall provide safeguards, safety devices, and protective equipment and take any other action necessary to protect the life and health of employees on the project and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

Unless specified elsewhere in these specifications, the work involved or the delay or cost incident to compliance with these regulations will not be paid for separately, but full compensation therefor will be considered included in the contract unit prices bid for the various items of the Contract.

108.02 Hazardous Substance.

If the release of a suspect hazardous substance has occurred, the Contractor shall notify the Engineer/City Engineer. This will not relieve the Contractor or responsible parties of the obligation to notify other appropriate agencies and will not relieve responsible parties of any liability.

Commonly used materials which could be potentially hazardous substances if they are spilled or enter waterbodies are: asphalt materials, concrete, cement, paint, solvents, petroleum products, fertilizers, concrete curing compound, lime, linseed oil, asphalt additives, and concrete additives. This list is not all inclusive.

Notification should be made if, at any time, there is an indication of a spill. Indicators could be:

- Leaking or empty containers, surface staining, chemical odors, vegetation damage, etc.
- Oil, grease or petrochemical substances, which produce residue, coat the banks and/or bottoms of a waterbody, or produce a visible, colored film on the surface.
- Distinctly visible solids, scum, or foam of a persistent nature, or slime, bottom deposits, or sludge banks in a waterbody.

108.03 Permits, Licenses, and Taxes.

The Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. These costs will not be paid for directly, but will be considered included in the contract unit prices bid for the various items of the Contract.

The Owner will obtain any railroad and Arkansas Highway and Transportation Department permits when required.

The Contractor shall obtain and pay for all permits, design fees and related costs resulting from a request by the Contractor to substitute materials or designs for those shown on the drawings or specified in these specifications.

108.04 Patented Devices, Materials, and Process.

Contractors employing any design, device, material, or process covered by letters of patent or copyright shall provide for such use by suitable legal agreement with the patentee or owner. Contractors and their Sureties shall

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indemnify and save harmless the Owner, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the City of Bentonville for any costs, legal expenses, and damages that it may incur by reason of any infringement, at any time during the prosecution of or after the completion of the work.

108.05 Restoration of Surfaces Opened by Permit.

The right to construct or reconstruct any utility service in the highway or street, or to grant permits for such work, at any time, is hereby expressly reserved by the City of Bentonville or the proper authorities of the political entity in whose jurisdiction the work is done and the Contractor shall not be entitled to any damages either for the digging up of the street or for any delay occasioned thereby.

Any individual, firm, or corporation wishing to make an opening in the roadway must secure a permit from the proper authority. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the roadway. When ordered by the Owner, the Contractor shall make in an acceptable manner all necessary surface repairs due to such openings and such necessary work will be paid for as extra work, or as provided in these specifications, and will be subject to the same conditions as original work performed.

108.06 Sanitary Provisions.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the employees as may be necessary to comply with the requirements of the State and local Boards of Health, or of other bodies or tribunals having jurisdiction.

108.07 Public Safety and Convenience.

The Contractor's work shall at all times be conducted so as to assure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the street and the protection of persons and property shall be provided for by the Contractor as specified by these Specifications and as directed by the Engineer/City Engineer.

The Contractor shall be responsible for providing a fence to control livestock and pets in areas where existing fencing is altered under the Contract. The City may elect to include temporary fencing as a pay item under Section 512 of these Specifications. If temporary fencing is not included as a pay item, permanent fence may be constructed initially, or in lieu thereof, the Contractor, at Contractor expense, may elect to provide temporary fencing that is suitable for the required use.

The Contractor shall not create a public nuisance while performing the various operations of the work. Excessive noise between the hours of 10 P.M. and 6 A.M., dust from haul roads, County roads, or State roads, and mud tracked onto City, County or State roads or streets by equipment may be considered by the City to be a public nuisance.

The Contractor will be responsible for maintaining U.S. mailboxes within the project limits in such a manner that the public may receive continuous mail service according to U.S. Postal Service regulations. Unless otherwise provided, upon completion of the project, mailboxes will be replaced as near as practicable to their original location.

108.08 Railway Provisions.

All work on railroad property shall be accomplished in strict compliance with the plans, these specifications, and such Special Provisions as are appropriate to the Contract. If the work near the railway requires a permit, the Contractor shall be responsible for acquiring this permit and adhering to the permit requirements.

All work to be performed by the Contractor in construction on the railroad right-of-way shall be performed at such times and in such manner as not to unnecessarily interfere with the movement of trains or traffic upon the track of the Railway Company. The Contractor shall use all care and precaution to avoid accidents, damage, or unnecessary delay or interference with the Railway Company's trains or other property.

Plans for all sheeting or cofferdams for foundation work adjacent to operated track, and plans of falsework, staging, protective sheeting, or other temporary construction near the operated track shall be approved by the Railway Company. The Contractor shall construct the work according to the approved plans.

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108.09 Work Within Regulated Floodways.

All work within regulated floodways shall be accomplished within the requirements of all permits issued by the Federal Emergency Management Agency (FEMA), Corps of Engineers (COE), or other applicable agencies, and with Section 110 of the ARDOT Standards "Protection of Water Quality and Wetlands."

- (a) **Responsibility for FEMA Permit.** Within regulatory floodways all permanent and temporary fills/structures must be in accordance with FEMA and local governmental requirements. The Owner obtains all required permits and/or variances for essential work in the regulated floodway before the Contract is awarded. The Owner will apply for Contractor requested variances which it determines are necessary. The Contractor should be aware that requested temporary fills/structures may not be approved or may require mitigation.
- (b) **Corps of Engineers Section 404 Permit Requirements.** Placement of temporary fills/structures within a regulatory floodway may also require alteration of the existing COE 404 Permit.
- (c) **Compensation and Extension of Contract Time.** The Contractor will not be granted additional compensation or contract time due to requested floodway variances that are considered by the Engineer/City Engineer to be for the convenience of the Contractor. If, however, due to no fault of the Contractor, a floodway variance is deemed by the Engineer/City Engineer to be necessary, additional contract time and/or compensation may be considered according to the provisions of Subsection 109.10 "Claims for Adjustment and Disputes."

All permits issued to the Contractor by the U.S. Army Corps of Engineers, or other applicable agencies, for the convenience of the Contractor in accomplishing the Work, shall be complied with in full and the Project will not be accepted until the permitter has accepted the work covered by permit. The Contractor will be responsible for obtaining a release from the permitter before acceptance.

108.10 Use of Explosives.

When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall comply with all laws and ordinances regarding the use of explosives; further, the Contractor shall be responsible for all damage resulting from the use of explosives.

All explosives shall be stored in a secure manner in compliance with all laws and ordinances, and all such storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the City and in accordance with the Occupational Safety and Health Act of 1970, and the Safety and Health Regulations for Construction promulgated thereunder, but not closer than 1,000' from the road or from any building or camping area or place of human occupancy.

The Contractor shall notify the Fire Marshal of any explosive storage sites.

The Contractor shall notify each public utility company having structures in proximity to the site of the work of any intention to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

108.11 Protection and Restoration of Property and Landscape.

The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer/City Engineer has witnessed or otherwise referenced their location, and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character:

- 1. during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work, or
- 2. at any time, due to defective work or materials, and said responsibility will not be released until the project has been completed and accepted.

Property shall include but not be limited to street and roadway signs, right-of-way monuments, roadway lighting, traffic signal equipment, and any conduits and wiring. Should it become evident that any item, such as listed above,

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is in conflict with the proposed work, the Contractor will notify the Engineer/City Engineer so that proper steps can be taken to adjust, remove, or otherwise eliminate the conflict.

Trees located outside of the easements or as indicated on the plans shall be retained and protected. Any roots 2" or larger in diameter are to be clean cut with a hand saw where they conflict with excavation work.

When or where any direct or indirect damage or injury is done to public or private property by or as a result of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, or bear the expense of restoring, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or shall make good such damage or injury in an acceptable manner. Failure to do so within a reasonable period of time will constitute noncompliance, and the City may cause the entire cost of the restoration to be deducted from moneys due or to become due the Contractor on the Contract.

108.12 Load Restrictions.

The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads being maintained for the traveling public. A special permit will not relieve the Contractor of liability for damage that may result from construction equipment operations. The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted.

When hauling materials over the base or surface courses under construction, the Contractor shall limit the hauling as necessary to prevent damage. No loads will be permitted on bases, pavements, or structures before the expiration of the specified curing period controlling such operations. The Contractor shall be responsible for repair of all damage resulting from construction operations. No separate payment will be made for such repairs.

108.13 Opening Section of Roadway to Traffic.

Whenever any roadway, or portion thereof, is in an acceptable condition for travel, it shall be opened to traffic, as may be directed, and such opening shall not be held to be in any way an acceptance of the roadway, or any part of it, or as a waiver of any of the provisions of these specifications and the Contract. Necessary repairs or renewals made on any section of the roadway opened to travel under instructions from the Engineer/City Engineer, due to defective material or work, or to natural causes, other than normal wear and tear, pending completion and acceptance of the roadway, shall be performed at no cost to the Owner.

If the Contractor is dilatory in completing shoulders, drainage structures, or other features of the work, the Engineer may give notification in writing and establish therein a reasonable period of time in which the work should be completed. If the Contractor is dilatory or fails to make a reasonable effort toward completion in this period of time, the Engineer/City Engineer may take action as provided in subsection 105.01 "Authority of the Engineer." On such sections that are so ordered to be opened, the Contractor shall conduct the remaining construction operations so as to cause the least obstruction to traffic and shall not receive any added compensation due to the added cost of the work by reason of opening such section to traffic.

108.14 Contractor's Responsibility for Work.

Until final acceptance of the project by the City, the Contractor shall have the charge and care thereof and shall take every precaution against injury, theft, or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries, thefts, or damages to any portion of the work occasioned by any of the above causes before final acceptance, and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God, of the public enemy, or of governmental authorities.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for the project and shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage and maintenance of the traveled way, and shall erect any necessary temporary structures, signs, or other facilities. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and soddings furnished under the

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Contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The protection of the work shall be accomplished at no cost to the City.

In case of errors or negligence on the part of the Contractor, any expenses incurred by the City for engineering, inspection, testing, design, or evaluation relative to correction of the work will be assessed against the Contractor.

108.15 Contractor's Responsibility for Utility Facilities and Services.

At points where the Contractor's operations are adjacent to railroad or utility facilities, damage to which may result in loss or inconvenience, work shall not begin until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any utility facilities in their removal and rearrangement operations so that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption of utility services, as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If utility service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

108.16 Furnishing Right-of-Way.

The City will be responsible for the securing of all necessary rights of way in advance of construction within the limits indicated on the plans. Acquisition of right-of-way by the City does not include areas required by the Contractor for material sources (borrow, gravel, topsoil, sod, etc.), plant sites, equipment storage, stockpiles, disposal of waste or excess material, or any other areas required for the proper prosecution of the work. The Contractor is responsible for obtaining, at no cost to the City, areas outside the right-of-way required for such purposes and shall, at the City's request, furnish copies of agreements with the property owners. The Contractor may, with the approval of the City, use areas within the right-of-way that are outside the construction limits for these purposes. Erosion control, prevention of water pollution, and restoration of all such areas, both inside and outside the right-of-way, shall be performed by the Contractor according to the specifications and at no cost to the City.

108.17 Personal Liability of Public Officials.

In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the City or its authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents or representatives of the City of Bentonville.

108.18 No Waiver of Legal Rights.

Final acceptance according to Subsection 109.15(b) "Final Acceptance" shall not preclude the City from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the City be precluded from recovering from the Contractor or the Surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill obligations under the Contract. A waiver on the part of the City of any breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the Contract, shall be liable to the City for any or all of the following: fraud or such gross mistakes as may amount to fraud, the City's rights under any warranty or guaranty, or any latent defects in the work.

108.19 Responsibility for Damage Claims.

The Contractor shall indemnify and save harmless the City of Bentonville and its officers and employees from all suits, actions, or claims of any character, and the legal expenses incurred regarding same, brought because of any

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injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the Work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringement of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workman's Compensation Act," or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of the Contract as may be considered necessary by the Owner for such purpose may be retained for the use of the Owner; or in case no money is due, the Surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the Owner; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate protection is provided by public liability and property damage insurance.

In any and all claims against the City of Bentonville or any of its agents or employees by any employee of the Contractor, and Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create the public or any member thereof a third party beneficiary thereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

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109.01 Subletting of Contract.

If the Bidder intends to sublet any portion of the Work, the Bidder shall furnish a list of subcontractors as a material part of his sealed proposal on the form provided, listing the description of work to be performed by each subcontractor. The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of bids. Upon request, the bidder shall furnish experience statements, with reference to any requested Subcontractor, prior to Notice of Award. If there being no objection in writing by the Owner to the listed subcontractors prior to the award of the Contract, the subcontractors will be deemed acceptable to the Owner. If bidder does not intend to sublet any part of the work, he shall insert the word "NONE" on the form provided. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof, of his right, title, or interest therein, without prior written consent of the Owner and of the surety. The Contractor shall not remove and/or substitute the listed subcontractors without prior written consent of the Owner.

Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of his liability under the contract and bonds.

The Contractor shall perform with his own organization, unless otherwise authorized by the Special Conditions, work amounting to not less than 40% of the total Contract amount.

The Owner will not recognize any subcontractor on the Work as a party to the contract. Nothing contained in any subcontract shall create any contractual relation between the subcontractor and the Owner. The Contractor will be held responsible for the progress of the subletted work in accordance with the contract progress required.

109.02 Preconstruction Conference.

A preconstruction conference, when applicable, will be held for each contract within fourteen (14) days after the execution of the Contract and prior to the start of work. The Engineer will notify the Contractor, utility companies, and other interested parties of the date and place for the conference.

109.03 Notice to Proceed or Work Order.

The Contract Time will commence to run on the day indicated in the Notice to Proceed or Work Order. Commencement of work by Contractor will not be allowed prior to receipt of the Notice to Proceed.

The Contractor shall begin the work to be performed under the Contract not later than ten (10) calendar days after the Notice to Proceed date. If the Contractor is unable to begin the work within this time period, the Engineer/City Engineer shall be so notified in writing. Unless the Engineer/City Engineer gives written approval for the delay in beginning the work, contract time will be assessed according to Subsection 109.08 "Determination of Contract Time and Extension of Contract Time."

The Owner allocates its resources to a contract based on the total time allowed in the Contract. The Contractor may propose an accelerated work schedule indicating an early completion date; however, the Owner cannot guarantee the Owner's resources will be available to meet the accelerated schedule. If an accelerated work schedule is approved, no additional compensation or extension of time will be allowed if the Contractor is unable to meet the accelerated schedule due to the unavailability of the Owner's resources or for other reasons beyond the Owner's control.

109.04 Prosecution and Progress.

Contractor shall be responsible for planning, scheduling and reporting the progress of the work to ensure timely completion of the Contract. For Contracts under \$2 million, or where specified in the Special Conditions, the following schedule requirements shall apply: Prior to or at the Preconstruction Conference, the Contractor shall submit two copies of his proposed schedule of operations for acceptance by the Engineer/City Engineer. The proposed Schedule shall be a bar chart or schematic (arrow) diagram showing the work stages and operations for all major activities required by the Contract, including the starting and completion of date of each part, and shall include dates of any proposed road closure, and any significant or required milestone events. Unless approved by the

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Engineer/City Engineer, activities shown on the Schedule shall not exceed 15 working days in length. The Schedule shall be of sufficient detail to allow day-to-day monitoring of Contractor's progress.

For Contracts over \$2 million, the following Critical Path Schedule requirements shall apply: Prior to or at the Preconstruction Conference, the Contractor shall submit a preliminary network analysis system defining the Contractor's planned operations during the first sixty calendar days after the date of the Notice to Proceed. The Contractor's general approach to the remainder of the Project shall be indicated. Within 30 calendar days of the Notice To Proceed, the Contractor shall submit a complete network analysis system, consisting of logic diagrams, computer mathematical analysis, calendar, and narration, to cover the Contractor's anticipated time schedule for the complete Project. As a minimum, the network analysis system shall include the following features:

1. Shall be time-scaled in calendar days with activities plotted on their early start and finish dates. Unless approved by the Engineer/City Engineer, activities shown on the Schedule shall not exceed 30 working days in length.
2. Network diagram shall show the order and interdependence of activities and the proposed sequence in which the work is to be accomplished as planned by the Contractor in coordination with all subcontractors. The sequence and logic shall be clear. The critical path activities shall be prominently distinguished.
3. Network diagram shall show for each activity the preceding and following activity, activity description, the total float, and the duration of the activity.
4. Activities shown shall include, in addition to construction activities, such tasks as submittal review and delivery times for long-lead time items, franchise utility work, subcontractor work, and owner-furnished equipment delivery.

The Contractor shall submit monthly updated Schedules with their pay estimate requests. The Contractor shall indicate on such updated Schedule actual construction progress, extra work added to Contract, and any proposed changes to the operation sequence. If the progress of the Work is significantly behind schedule, the updated Schedule shall also reflect any revised operation sequence, changes in equipment, labor forces, or working shifts, or other pertinent factors by which insufficient progress will be made up to allow the Contract completion within the time set forth in the Contract, including time extensions granted to date.

All submitted schedules and updated schedules shall be reviewed and accepted by the Engineer/City Engineer. If after review, the Engineer/City Engineer determines that the schedule is not acceptable per the requirements listed above, the Contractor shall make adjustments and resubmit the schedule within 30 calendar days. Failure of the Contractor to submit an acceptable Schedule or monthly updated Schedule as required will be grounds for Owner to withhold an additional ten percent on the monthly progress payments, in addition to the normal retention, until Contractor is in compliance. Additional money withheld will be paid, upon compliance, in the next scheduled monthly estimate.

Acceptance of Contractor's schedules by Engineer/City Engineer shall not be construed as relieving Contractor of the obligation to complete the Work within the Contract Time; or as granting, rejecting, or in any other way acting on Contractor's requests for adjustments to the date for completing Contract Work, or claims for additional compensation. Such requests shall be processed in strict compliance with other relevant provisions of the Contract.

No measurement or direct payment will be made for Contractor costs relating to preparation and submission of schedules, updates and revisions thereto, the cost being considered as included in the prices paid for Contract items.

Contractor shall carry on the work and maintain the progress schedule during all disputes or claims with Engineer/City Engineer. No work shall be delayed or postponed pending resolution of any disputes or claims, except as Contractor and the Owner may otherwise agree in writing.

Float time is not for the exclusive use or benefit of either the Owner or Contractor. Extension of time for performance may be granted, as allowed in subsection 109.08, for delays caused solely by action or inaction by the Owner to the extent that equitable time adjustment for the activity affected exceeds the total float of the project, or where an impact on the contract completion date can be shown.

109.05 Limitations of Operations.

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The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic and utility services. Due regard shall be given to the location of detours, bypasses, and to the provisions for handling traffic and utility services. No work shall be opened up to the prejudice or detriment of work already started. The Engineer/City Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections if the opening of such section is essential to public convenience. For roadway overlay projects and drainage projects, each individual street or section of drainage must be completed, including all site restoration, within 45 days of the start of work operations within that street or section, unless otherwise authorized by the Engineer/City Engineer.

Except in connection with the safety or protection of persons or the work or property at the site, and except as otherwise indicated in the Contract Documents, all work that requires inspection shall be performed during City of Bentonville regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday as designated in Subsection 101(c) "Definitions" without Engineer/City Engineer's written consent. Contractor to submit a written request to the Engineer/City Engineer for non-regular working hours 48 hours in advance of the start of such work.

109.06 Character of Workers, Methods, and Equipment.

The Contractor shall at all times provide sufficient materials, equipment, and labor to guarantee the completion of the Project according to the Plans and Specifications within the contract time. The Contractor shall advance the Work so that the available time is appropriately utilized in order to complete the Work within the contract time.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner, or is intemperate, belligerent or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Owner may suspend the work by written notice and withhold moneys due until such orders are complied with.

All equipment that is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that are demonstrated to the satisfaction of the Engineer as being capable of accomplishing the Contract work in conformity with the requirements of the Contract.

When the Contract specifies that the construction be performed by using certain methods and/or equipment, such methods and/or equipment shall be used unless others are authorized by the Engineer in accordance with Subsection 105.10 "Substitution of Materials and Equipment."

109.07 Temporary Suspension of Work.

The Engineer/City Engineer will have the authority to suspend the work wholly or in part for such period or periods necessary, due to unsuitable weather or other conditions unfavorable for the suitable prosecution of the work. If it should become necessary to stop work for an indefinite period, the Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public nor become damaged in any way, and shall take every reasonable precaution to prevent damage or deterioration of the work performed; provide suitable drainage of the roadway by opening ditches and shoulder drains; maintain water and sewer services; maintain the traveled way; erect temporary structures where directed; etc.

If the performance of all or any portion of the work is suspended or delayed by the Engineer/City Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction

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industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer/City Engineer in writing a request for adjustment within fifteen (15) days of the receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the Engineer/City Engineer will evaluate the Contractor's request. If the Owner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Owner will make an adjustment (excluding profit) and modify the Contract in writing accordingly. The Owner will notify the Contractor of a determination whether or not an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of the Contract.

109.08 Determination of Contract Time and Extension of Contract Time.

- (a) **General.** The time allowed for the completion of the Work included in the Contract will be stated in the Proposal and Contract, and will be known as the "Contract Time". The contract time will be specified as a fixed completion date or as calendar days.

The Contractor shall take into consideration all normal conditions considered unfavorable to the normal progress of the Work and place a sufficient work force and equipment on the project to ensure completion of the Work within the contract time.

The Engineer/City Engineer will determine the date upon which the Contract is substantially complete and time assessment will cease. In the event cleanup is necessary or items found at the final inspection are to be corrected, the Contractor shall complete this work in a timely manner or the Engineer/City Engineer will resume time charges.

- (b) **Fixed Completion Date.** When the contract time is specified as a fixed date, it will be the date on which all work on the project shall be substantially complete.
- (c) **Calendar Day.** Calendar day contract time includes delays for normal weather-related events, such as rain, snow, and freezing temperatures that may affect the progress of the construction in the following amounts on a per-month basis as hereinafter set out. Only weather-related delays in excess of these amounts will be considered for time extensions, if requested by the Contractor. Days Included in Contract Times for Normal Weather-Related Events are:

(On A Monthly Basis)

Month	Normal Weather-Related Events	Month	Normal Weather-Related Events
January	11	July	7
February	9	August	7
March	8	September	7
April	8	October	7
May	8	November	7
June	8	December	8

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No changes in contract times will be allowed for any reason without a request in writing from the contractor. This request shall include reasons for the request with supporting documentation as proof of extraordinary delays beyond the contractor's control. Normal rainfall amounts and soil conditions will not be considered as reasons for extensions of time, nor will workload of the Contractor. The request must be submitted for to the Engineer/City Engineer within 5 days of the end of the month to be considered. No compensation will be made for monetary damages due to weather delay(s).

- (d) **Working Day.** When the contract time is specified in working days, time will be assessed for each day on which, in the judgment of the Engineer/City Engineer and subject to the limitations below, conditions allow the Contractor to effectively utilize 60% of normal forces and equipment to prosecute the work required at that time, for at least 60% of the Contractor's normal working hours, regardless of whether the Contractor actually works.

The Engineer/City Engineer will not assess a working day when conditions exist beyond the control and without the fault of the Contractor that prevent the utilization of forces and equipment as defined above. Also, for the purpose of assessment of working days, inaccessibility to a portion of the work due to utility conflict or utility work, either of which prevents utilization of forces and equipment as defined above, will be considered as an adverse working condition for the time exceeding that specified in the Contract for the utility adjustment. The ability of vendors, suppliers, and subcontractors to provide materials and/or services is considered within the Contractor's control for the purpose of assessment of working days.

Time from December 21 through January 15, inclusive, will not be assessed against the contract time.

Saturdays and City recognized holidays, other than those designated above, which may be declared by the City for certain special or unusual circumstances, will be optional to the Contractor as working days, and time will not be assessed unless work is performed that requires inspection. If work is performed, contract time assessment will be based upon the same conditions as a normal working day.

Contract time will not be assessed during a full suspension of the work as ordered by the Engineer/City Engineer. During a partial suspension of the work as ordered by the Engineer/City Engineer, the contract time will be assessed in direct proportion to the ratio of the money value of the items not suspended to the total contract amount.

Each pay estimate will state the each working day charged during the preceding period and the total number of working days charged to date. If the Contractor disagrees with the working days charged by the Engineer/City Engineer, then the Contractor shall, within 10 calendar days of signing the pay estimate, give the Engineer/City Engineer written notice of such disagreement and the reasons therefor. If the Contractor does not provide written notice within 10 calendar days of signing the pay estimate, no subsequent request for review will be considered.

- (e) **Extension of Contract Time.** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Engineer within fifteen days of the occurrence of the event giving rise to the claim. This request must contain specific dates and the detailed circumstances relative to the time extension desired. The Contractor's contention that insufficient time was specified is not a valid reason for an extension of time. All extensions of time will be documented by Change Order. Any extended time for completion shall be in full force and effect the same as though it were the original contract time. An extension of time will be considered, based upon documented evidence submitted by the Contractor, if:
1. The Engineer suspends the work according to Subsection 109.07 "Temporary Suspension of Work".
 2. The Contract requires the furnishing of critical materials and the Contractor experiences a delay in delivery because of Federal priorities for defense needs or because of nationwide shortages. Additional contract time may be allowed in an amount equal to the actual lost time resulting from such delay. To obtain additional contract time, the Contractor shall document and file with the Engineer/City Engineer all evidence pertaining to the original agreement with the material supplier or manufacturer. This evidence must indicate that delivery would be made at or before the time the materials would be needed in the normal sequence of construction operations for incorporation in the work. In the event that no prior agreement has been made for furnishing a critical material, and the Contractor is unable to locate a supplier or manufacturer that can deliver the material when needed, the Engineer shall be advised of this situation in writing, indicating the

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date that delivery will be made and the date of the original request for such material. In either of these situations, when work has progressed to the point that critical materials not delivered are delaying progress of the project, the Contractor may make a written request to the Engineer/City Engineer for additional contract time.

3. If delays beyond the Contractor's control are caused solely by action or inaction of the Owner based upon the effect of delays to the Project as a whole and will not be granted for non-controlling delays to minor included portions of work, unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole.
4. Preparatory work to be performed by the Owner or by others specified in the Contract has not been accomplished and the delay is not the fault of the Contractor.
5. Inaccessibility to a portion of the work due to utility conflict or franchise utility work will be considered as an adverse working condition, for time exceeding that specified in the Contract for the franchise utility work, based upon the effect of delays to the Project as a whole and will not be granted for non-controlling delays to minor included portions of work, unless it can be shown that such delays did, in fact, delay the progress of the Project as a whole.
6. The Change Order involves extra work which effects delay to the Project as a whole and will not be granted for non-controlling delays to minor included portions of work, unless it can be shown that such extra work did, in fact, delay the progress of the Project as a whole.
7. All the Work, or the portion of the Work which is the currently controlling operation, is suspended due to such conditions as are considered unfavorable to the suitable prosecution of the work, if the following conditions are satisfied:
 - The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather normally anticipated according to Subsection 109.08 (c) "Calendar Day" and the weather must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day; or
 - The Engineer orders the suspension of the work in the interest of public safety or health or due to specification requirements.
8. The work was delayed because of conditions not described herein that were beyond the control and without fault of the Contractor.

109.09 Extra Work.

The Contractor, when directed, shall perform unforeseen work which is not shown on the plans or in the specifications for which there is no quantity and price included in the Contract, whenever it is deemed necessary or desirable to further complete the Work as contemplated. Such extra work shall be performed according to the specifications and as directed. However, before payment for any extra work is made, a Change Order shall be signed by both contracting parties, or a written order procured from the Owner directing the Contractor to do the work on a Force Account basis as provided in Subsection 109.12 "Extra and Force Account Work."

109.10 Claims for Adjustment and Disputes.

If, in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the Contract or not ordered by the Owner as extra work, as defined in Subsection 109.09 "Extra Work" the Contractor shall notify the Engineer/City Engineer in writing of intention to make claim for such additional compensation before beginning the work on which the claim is based. If such notification is not given and the Engineer/City Engineer is not afforded proper time and facilities by the Contractor for keeping accurate account of the actual costs of the work, the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer/City Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Owner, is found to be just and adequately supported, an adjustment will be made to the Contract. If the Contract does not contain a pay item for which the adjustment can be made, the adjustment will be made according to Subsection 109.12 "Extra and Force Account Work."

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Nothing in this subsection shall be construed as establishing any claim contrary to the terms of Subsection 104.02 "Alteration of Plans or Character of Work". Contractor shall carry on the Work and maintain the progress schedule during all disputes or claims with Owner. No work shall be delayed or postponed pending resolution of any disputes or claims, except as Contractor and the Owner may otherwise agree in writing.

All claims shall be in sufficient detail to enable the Owner to determine the basis for entitlement and the costs incurred, excluding loss of anticipated profits, organization or overhead expense, or interest. All claims shall include a detailed factual statement providing all necessary dates, locations, items of work affected, amount of compensation requested, and a breakdown of that amount. If an extension of time is also sought, the specific days for which it is sought and the basis for such claim.

When submitting a claim, the Contractor must certify in writing that the claim is made in good faith, supporting data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects the Contract adjustment for which Contractor believes Owner is liable. Subcontractor claims shall not be considered except as submitted and certified by Contractor as Contractor's claim.

109.11 Claims Limitations.

The Contractor acknowledges and agrees that in no event shall a claim be submitted to the Owner after the receipt of the Final Payment for the Project and the Contractor acknowledges and agrees that any claim submitted after receipt of the Final Payment shall be deemed waived by the Contractor.

109.12 Extra and Force Account Work.

- (a) **Extra Work.** Extra work performed shall be agreed upon by both the Owner and the Contractor and shall be documented by an approved Change Order before the work is performed. When the Owner deems it impractical to handle extra work on a unit price basis, payment specified in the Change Order may be by any method agreed upon by both the Owner and the Contractor. Mutual agreement between the Owner and the Contractor as to the amount to be paid and method of payment for Extra Work may be based on an estimate of the costs of performing the work; detailed information such as required for Force Account work; or any other logical method to which both parties agree which estimates costs incurred, excluding loss of anticipated profits and organization or overhead expense. Estimates of cost for extra work submitted for approval shall include detailed information as determined sufficient by the Engineer to analyze the estimate. Percentages used for overhead and profit shall be the same as those allowed under Item (b) "Force Account" below.
- (b) **Force Account.** Work ordered and accomplished by Force Account shall be documented by a signed Construction Field Change prior to beginning the work. Payment for work accomplished on a Force Account basis, shall be made according to the following:
2. **Labor.** For all labor and foremen employed on the specific operation, the Contractor will receive the current local rate of wage, or the wage stipulated in the Contract, for each and every hour that said labor and foremen are actually engaged in such work, to which will be added an amount equal to 20% thereof for overhead and profit. Only the actual amount of insurance and payroll taxes imposed by law and paid by the Contractor on the labor used will be allowed. No charge shall be made by the Contractor for organization or overhead expense. The number of laborers and foremen employed in the work shall be subject to approval by the Engineer, and the number so employed shall not exceed the number the Engineer deems most practical and economical for the work.
 3. **Materials.** For all materials used, if furnished by the Contractor, the Contractor will receive the actual cost of such materials, including freight, hauling, and handling charges, as shown by original receipted bills or certified statements, to which cost will be added a sum equal to 15% thereof for overhead and profit.
 4. **Equipment.** For any Contractor owned machinery or special equipment (other than small tools) which has been authorized by the Engineer, the Contractor shall receive the rental rates specified in the Construction Field Change authorizing the work. The hourly rental rates shall be established by the Engineer based upon the prevailing commercial rates in the area. The established hourly rental rate shall be equal to the monthly rate for the basic equipment plus the monthly rate for applicable attachments, both divided by 176.

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Equipment that must be rented or leased specifically for extra work required by the Construction Field Change shall be authorized in writing by the Engineer/City Engineer. The Contractor shall be paid the invoice price for the rented or leased equipment.

When it is necessary to obtain equipment from sources beyond the project limits exclusively for extra work of less than one month duration, the cost of transferring the equipment to the site of the work and return will be allowed as an additional item of expense. Where the move requires the use of a hauling unit, the move-in allowance will be limited to the rental rate, as computed above, for the hauling unit plus operator wages. In the event that the move-out is to a different location, payment will in no instance exceed the amount of the move-in. Move-in allowance shall not be made for equipment brought to the project for extra work but which is subsequently retained on the project and utilized for completion of other contract items or related work. Time will be recorded to the nearest one quarter hour for purposes of computing compensation to the Contractor for equipment utilized under these rates.

The equipment rates as determined above shall be full compensation for providing the required equipment and no additional compensation will be made for other costs such as, but not limited to, fuels, lubricants, replacement parts, or maintenance costs. Cost of repairs, both major and minor, as well as charges for mechanic's time utilized in servicing equipment to ready it for use before moving to the project, and similar charges will not be allowed. To the Contractor's actual cost shall be added the sum of 5% for the Contractor's profit and overhead with no further compensation therefor.

5. **Specialized Work.** Whenever the Contractor is required to perform extra work of a specialized nature (electrical, plumbing, landscaping, etc.) for which he is not properly equipped, he may upon approval of the Owner have the performed by a local firm or specialist who is proficient in the type of work to be performed. Payment for this work shall be the Contractor's actual cost as evidenced by copies of invoices from the subcontractor. To the Contractor's actual cost shall be added the sum of 5% for the Contractor's profit and overhead with no further compensation therefor.
6. **General.** The compensation as herein provided shall be received by the Contractor as payment in full for extra work done on a Force Account basis, and shall include the proper supervision of the work as well as furnishing small tools and equipment required by the labor employed, without additional compensation other than provided in clauses (1), (2), (3), and (4) of this subsection.

The amount of credit to be allowed by Contractor to Owner for any such Construction Field Change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in overhead and profit by an amount equal to 10% of the net decrease. When both additions and credits are involved in any one change, the adjustment in overhead and profit shall be computed on the basis of the net change.

The Contractor's representative and the Inspector shall compare records of the extra work done on a Force Account basis, at the completion of certain units of the work or at intervals considered most practical. Copies of those records shall be made in duplicate, upon suitable forms provided for this purpose, and signed by both the Inspector and Contractor's representative, one copy each being forwarded to the Engineer and to the Contractor. All claims for extra work done on a Force Account basis, shall be submitted to the Engineer by the Contractor upon certified statements, to which shall be attached original receipted bills or certified statements covering the cost of and the freight charges on all materials used in such work, and said statements shall be filed not later than the tenth day of the month following that in which the work was actually performed, and shall include all labor, equipment, and material accounts properly chargeable to the work. Payment will then be made on the next regularly scheduled estimate following receipt of all required documents.

109.13 Rights in and Use of Materials Found on the Work.

The Contractor, with the approval of the Engineer, may use on the Project such stone, gravel, sand, or other material, determined suitable by the Engineer, as may be found in the planned excavation and will be paid both for the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used. However, the Contractor shall replace with other acceptable material at no cost to the Owner all of that portion of the excavation material so removed and used that was needed for use in the embankments, backfills, approaches, or otherwise. No charge for the material so used will be made against the Contractor. The Contractor

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shall not excavate or remove any material from within the roadway location that is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the Engineer.

Planned excavation, for the purposes of this subsection, is defined as all excavation shown on the plans and/or as changed by the Engineer for any purpose other than obtaining additional material lying within the planned typical sections and slopes. Planned excavation also includes any excavation made beyond the ends of the Project for the purpose of blending the new construction into the existing roadway.

Unless otherwise provided, any material from any existing structures designated salvageable that is to remain the property of the owner, may be used temporarily by the Contractor in the erection of the new structure. Such material shall not be cut or otherwise damaged. Material thus used and subsequently cut or damaged by the Contractor's action or inaction shall be replaced in kind with new material of like dimension at no cost to the Owner.

109.14 Final Clean Up.

Upon completion of the Work and before acceptance and final payment will be made, the Contractor shall remove from the right-of-way, from any temporary plant sites, and from any temporary equipment and material storage sites, all construction equipment, falsework, discarded material, rubbish, debris, temporary structures, footings, and all surplus material. The Contractor shall restore in an acceptable manner all property, both public and private, that has been damaged during the prosecution of the work and shall leave the waterways unobstructed and the roadway in a neat and presentable condition throughout the length of the work under contract.

No burning will be permitted on City of Bentonville property, right-of-way, or easement without an approved burn permit issued by the City of Bentonville Fire Department and concurred with by the Engineer. It is the Contractor's responsibility to determine prior to bidding whether or not a burn permit will be approved and issued. When perishable material is burned, it shall be under the constant care of a competent watcher. Burning shall be accomplished at such times and in such manner that the surrounding vegetation, adjacent property, or anything designated to remain on the right-of-way will not be jeopardized. Contractor shall cease all burning when meteorological conditions are unsuitable for burning operations. Materials and debris that cannot be burned shall be removed from the right-of-way and disposed of at locations off the project.

Contractor shall have proposed dump sites for waste material approved by the City of Bentonville prior to disposition of any waste onto these sites.

The materials, labor, equipment, and expense of the final cleaning up of the Project will not be paid for separately, but full compensation therefor will be considered included in the contract unit prices bid for the various items in the Contract.

109.15 Acceptance.

(a) **Substantial Completion.** When the Contractor considers the entire Project ready for its intended use the Contractor shall notify the Engineer. The Engineer shall then make an inspection of the Project to determine the status of completion. If the Engineer considers the Project substantially complete and can be utilized for its intended use without further disruption to the public or occupants of the facility, excepting minor corrections (punch list items) and clean-up, the Engineer will fix the date of Substantial Completion. On the date of the Notice of Substantial Completion, the contract time will be stopped. There shall be developed a list of items to be completed or corrected before final acceptance and payment. Thereafter, the Contractor shall complete all work on the "punch list" and required clean-up within 30 calendar days or other time as agreed to by the Contractor and the Engineer.

(b) **Final Acceptance.** Upon notice from the Contractor of presumptive completion of the entire project, including receipt of record drawings and all required documentation, the Engineer will make a final inspection with the Contractor. If all construction and final cleanup provided for and contemplated by the Contract is found to have been satisfactorily completed, that inspection shall constitute the final inspection and the Engineer will so advise the Owner's Governing Body. The Contractor will then be notified in writing of the acceptance of the contract as of the date of the final acceptance by the Owner.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will advise the Contractor of the work requiring correction. The Contractor shall immediately make the required

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corrections. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed.

109.16 Failure to Complete Work on Time.

Time is an essential element of the Contract and it is important that the Work be pressed vigorously to completion. The cost to the Owner of the administration of the Contract, including engineering, inspection, and supervision, will be increased as the time occupied in the Work is lengthened. The public is subject to detriment and inconvenience when full use cannot be made of the Project.

The Owner shall be entitled to recover from the Contractor all ascertainable damages arising from the delay in completion. Said damages shall include, without limitation, all engineering, inspection, supervision, and legal expenses directly incurred by the Owner because of such delay.

Additionally, Contractor agrees that the Owner and/or public will suffer other damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Subsection 109.08 above. Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, Contractor agrees to pay the sums stated in the proposal and Contract as a disincentive and not as penalty for each calendar day or part thereof that the Work remains uncompleted after the contract time has expired.

Should the amount otherwise due the Contractor be less than the amount of such damages provided above, the Contractor and the Surety shall be liable to the Owner for such deficiency.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

109.17 Default and Termination of Contract.

The Owner will give written notice of delay, neglect, or default to both the Contractor and the Surety if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice to Proceed, or
2. Fails to perform the work with sufficient workers, equipment, or materials to assure prompt completion of the Work, or
3. Performs the work negligently or unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable or unsuitable, or
4. Discontinues the prosecution of the work, or
5. Fails to resume work that has been discontinued within 10 calendar days after notice to do so, or
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or fails to provide a replacement bond within 10 calendar days, containing all the guarantees of the original bond, if the Surety should be declared in default and/or liquidation, or
7. Fails to settle all valid claims for materials, labor, or supplies in an expedient manner, or
8. Allows any final judgment to stand unsatisfied for a period of 10 calendar days, or
9. Makes an assignment for the benefit of creditors, or
10. Fails to appropriately cooperate with the Owner, the public, or others associated with the Work or to provide proper superintendence of the Work, or
11. Fails to comply with contract requirements, or
12. Is a party to fraud, or
13. For any other cause whatsoever, fails to carry on the work in a manner acceptable to the Owner.

.. If the Contractor or Surety, within a period of 10 calendar days after written notice from the Owner, does not proceed according to the notice, the Owner will, upon written notification from the Engineer of the facts relative to

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delay, neglect, or default, and the Contractor's failure to comply with the written notice, have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment associated with the Project as may be suitable and acceptable and may enter into an agreement for the completion of the Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of the Contract.

All costs and charges incurred by the Owner due to any of the above will be deducted from any moneys due or which may become due the Contractor. If such expense exceeds the sum that would have been payable under the Contract, the Contractor and the Surety shall be liable and shall pay to the Owner the amount of such excess.

The Owner may, by written order, terminate the Contract or any portion thereof after determining that for reasons beyond either Owner or Contractor control the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would be in the public interest. Reasons for termination may include, but need not be necessarily limited to: executive orders of the President relating to prosecution of war or national defense; national emergency that creates a serious shortage of materials; orders from duly constituted authorities relating to energy conservation; and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion(s) thereof, are terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed or not started. No claim for loss of anticipated profits will be considered.

Reimbursement for organization of the work (when not otherwise included in the Contract) and moving equipment to and from the project will be considered where the volume of work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained by the Contractor for the Work, that have been inspected, tested, and accepted by the Engineer, and that are not incorporated in the Work may, at the option of the Owner, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Owner.

Termination of a contract or a portion thereof shall not relieve the Contractor of responsibilities for the completed Work, nor shall it relieve the Surety of its obligation for and concerning any just claims arising out of the work performed.

109.18 Warranty and Guarantee.

The Contractor shall obtain and assign to the Owner all transferable manufacturer's warranties or guarantees on all materials and equipment as required in these specifications. The Contractor shall guarantee satisfactory in-service operation of all materials and equipment furnished for the project, and all completed Work under the contract, including repair of all defects or failures, regardless of cause of defect or failure unless caused by engineering design. All warranties and guarantees shall be for a period of one year after the Date of Final Completion, or such longer period of time as may be prescribed by Law or Regulation or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents. If, within the above time frames, any Work is found to be defective Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement including but not limited to fees and charges or engineers, architects, attorneys, and other professionals will be paid by Contractor.

In special circumstances where a particular item of Equipment or portion of the project is placed in continuous service before Substantial Completion of all Work, the warranty period for that item or portion may start to run from the earlier date if so provided in the Specifications or by Written Amendment.

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109.19 Termination of Contractor's Responsibility.

The Contract will be considered complete when all work has been finished, the final inspection made by the Engineer/City Engineer, the Project accepted by the Owner, and all the provisions of the contract have been fulfilled. The Contractor's responsibility shall then cease, except as may be required by law or as set forth in the contract payment and performance bonds and insurance policies.

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SECTION 110. MEASUREMENT AND PAYMENT

110.01 Measurement of Quantities.

Work acceptably completed under the Contract will be measured by the Engineer/City Engineer according to United States Standard measures. Only actual quantities will be paid for unless otherwise specified. Unless otherwise specified, the following listed methods will be used:

1. For computing volumes of excavated materials specified for measurement by the cubic yard, the average end area method will be used.
2. Structures will be measured to the neat lines as shown on the plans or as finally constructed at the direction of the Engineer/City Engineer.
3. Items that are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed.
4. In determining the area for items bid on a square yard or acre basis, except as noted below, the longitudinal measurement will be made along the actual surface of the item and not horizontally, and transverse measurements shall conform to the dimensions shown on the plans or as directed by the Engineer/City Engineer.
5. In determining the area for all seeding and mulch cover items bid on an acre basis, when the area is a strip of varying width running approximately parallel to the centerline of the roadway, the longitudinal dimension will be measured horizontally and the transverse dimension will be measured parallel to the surface of the area seeded and/or mulched. For other areas of seeding and mulch cover items, all measurements will be made parallel to the surface of the area seeded and/or mulched. The area will be computed to the nearest 0.01 acre.
6. Materials that are specified for measurement by the ton shall be hauled in approved vehicles bearing a plainly legible identification number and weighed on accurate, approved scales furnished by the Contractor and inspected by a registered scale mechanic at least once a year and before their use after each move. Scales shall be located at the loading point or other approved location.
7. The scales shall be an automatic weighing system, with digital or springless dials, and equipped with an automatic ticket printer. An automatic ticket printer is defined as a device connected to the weighing system in such manner that it automatically detects the weight determined by the system. It shall store and recall the TARE weight when the operator enters the truck identification. It shall print the following information on the ticket:
 - Gross, Tare, and Net weights.
 - Identification of the truck.
 - Current date.
 - For asphalt mixtures, the time of loading or weighing.
 - A unique ticket number (may be preprinted on the tickets).

The NET weight should be computed by the weighing system; however, it may be computed manually and keyed in for printing. When the net weight of the material is determined by batch weights, the scales used shall meet all applicable requirements specified for truck scales, including automatic ticket printing, except that the GROSS and TARE weights will not be required. The ticket shall accompany each load delivered to the project. In addition to the items shown above that must be printed by the ticket printer, the following information shall also be shown on each ticket:

- Identification of the project.
- Identification of the material being delivered, including mix design numbers for asphalt mixtures. The ton shall be the short ton of 2000 pounds. Vehicles used to haul materials measured by weight shall be weighed empty for each load, or shall be weighed daily or from time to time during the day

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as the Engineer may direct, to establish the tare weight of each load. The scales furnished shall be capable of weighing the entire loaded vehicle at one time. Deduction will be made for the weight of moisture in aggregates in excess of 5% of the oven-dry weight of the material.

8. A station when used as a definition or term of measurement will be 100 linear feet measured horizontally.
9. The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract.
10. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
11. When mutually agreed, the plan quantity of any item may be taken as the Final Contract Quantity. Items to be paid at plan quantity shall be agreed upon in writing before work begins.

When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.

110.02 Scope of Payment.

Payments to the Contractor will be made for the actual quantities of contract items completed and accepted according to the plans and specifications and if, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the proposal schedule, the contract unit prices will still prevail, except as provided in Subsection 110.03, below.

The Contractor will receive and accept the compensation herein provided as full payment for furnishing all materials, labor, equipment, tools, and incidentals necessary to the completed work; for performing all work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work until its final acceptance by the Commission; for all risks of every description connected with the prosecution of the work; for all expenses incurred by, or in consequence of, the temporary suspension or discontinuance of the work as herein specified; for any infringement of patent, trade mark, or copyright; for all costs of permits, licenses, fees, and taxes; and for completing the work in an acceptable manner according to the plans and specifications. The payment of current or final estimate, or of retained percentage, shall in no degree prejudice or affect the obligation of the Contractor, at no cost to the City, to repair, correct, renew, or replace any defects or imperfections in the construction of the roadway and its appurtenances, or in the strength of or quality of materials used therein or thereabouts, or relieve the Contractor from the payment of all damages due to such defects; provided such defects, imperfections, or damages shall be discovered on or before the final inspection or acceptance of the entire work. No retained percentage payable under the Contract, or any part thereof, shall become due and payable, if the City so elects, until the City is satisfied that the Contractor has fully settled or paid for all materials and equipment used in or upon the work, and for all labor done in connection therewith, and the City, if it so elects, may pay any or all such accounts wholly or in part and deduct the amount or amounts so paid from the final estimate.

Any overpayments made to the Contractor or Surety, from whatever cause, are due and payable to the City upon receipt by the Contractor or Surety of a request setting forth the particulars, regardless of pending claims or intention of the Contractor or Surety to file a claim.

110.03 Payment and Compensation for Altered Quantities.

When alterations in plans or quantities of work not requiring a change order are ordered and performed as provided in Subsection 104.02 or 104.03, and when such alterations result in an increase or a decrease of the quantity of work to be performed, the Contractor shall accept payment in full at the contract unit prices for the actual quantities of work accomplished, except as provided in Subsection 104.02 or 104.03, and no allowance will be made for anticipated profits, organization or overhead expense, or interest.

Increased or decreased work involving change orders will be paid for as stipulated in such change orders.

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 200 – EARTHWORK**

SECTION 202. EXCAVATION AND EMBANKMENT

202.01 Description.

This work consists of excavation, hauling, disposal, placement and compaction of all materials encountered within the limits of the work that is not covered under another item. Excavation will be classified as one of the following:

- (a) **Unclassified Excavation.** Unclassified Excavation consists of the removal and disposal of all material of whatever character encountered in the work not covered under other items. This shall include removal of material in existing ditch lines along roadways to a depth of 1 foot below existing grade in the ditches. This shall also include stripping of vegetation and topsoil as required to a depth of one (1) foot below existing grade in embankment areas.
- (b) **Rock Excavation.** Rock Excavation includes removal and disposal of rock material that by actual demonstration cannot be excavated with a Caterpillar Model No. 215D LC track-mounted hydraulic excavator equipped with two rippers or similarly approved equipment. Rock excavation also includes boulders one-half cubic yard or more in volume.
- (c) **Undercut Excavation.** Undercut excavation includes removal and disposal of material not suitable for use as embankment material that is below the proposed subgrade elevation and that is more than 1' below existing ground within the roadway.

Embankment shall be defined as all material placed within the limits of the proposed roadway to achieve subgrade elevation. Embankment material may include approved on-site or approved off-site material.

202.02 Materials.

Samples of material to be used as embankment material shall be submitted for approval per the requirements of these specifications. All material shall meet the requirements the City of Bentonville Code of Ordinances.

202.03 Construction Requirements.

- (a) **General.** Excavations and embankments shall be finished to smooth and uniform surfaces. No excavation material shall be wasted without permission of the Engineer/City Engineer. Excavation and embankment operations shall be conducted without disturbing material outside the staked construction limits. Before beginning excavation, grading, and embankment operations, all necessary clearing, grubbing and top soil removal in that area shall be completed.

Excess or unsuitable excavated material, including topsoil, rock and boulders, shall be disposed of at locations acceptable to the Engineer/City Engineer. All approved surplus material shall be used to uniformly widen embankments and flatten slopes within the Right-of-Way. Rocks and boulders shall be covered with a minimum of 1 foot of embankment material.

Demolition of old roadways shall include filling of all ditches and grading to restore the original contour of the ground producing a pleasing appearance by forming natural, rounded slopes. Removal and disposal of pavements and base courses shall be performed under Section 201.

- (b) **Rock Excavation.** Material classified as rock shall be excavated to a minimum depth of 6 inches and a maximum depth of 12 inches below proposed subgrade within the limits of the roadbed. The excavation shall be backfilled and compacted with material designated in the Contract or approved by the Engineer/City Engineer. Rock excavation removed in excess of 12 inches below subgrade will not be measured and paid for. Rock excavation backfill of the depth in excess of 12 inches below proposed subgrade is at the Contractor's expense.

Undrained pockets shall not be left in the rock surface. Depressions shall be drained. Bore holes shall be drilled along the slope line, maintaining the drill holes at the angle designated on the plans and ensuring that all drill holes are in the same plane. The diameter, spacing, and loading of presplit holes shall result in a neat break. The presplitting holes shall be drilled for the full depth of the ledge. The initial presplitting of a geological formation shall be accomplished utilizing a 100-foot test section. After drilling, loading, and shooting this test section, the material shall be removed to determine if the diameter, spacing, and loading of the

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presplit holes are adequate to give an acceptable backslope. If the results are determined to be acceptable, the presplitting may continue throughout the geological formation using those methods and procedures. If the presplitting is determined to be unsatisfactory, adjustments shall be made in the spacing, diameter and loading of the presplit holes utilizing another 100-foot test section.

Presplitting holes shall be loaded with explosives as per the manufacturer's recommendations. The cost of presplitting shall be included in the unit bid price for rock excavation.

- (c) **Undercut Excavation.** If and where directed by the Engineer/City Engineer, unsuitable material encountered at the proposed subgrade elevation shall be removed to the depth specified or directed by the Engineer/City Engineer and backfilled and compacted with approved off-site material, and compacted in accordance with this section. Excavation operations shall be conducted so necessary measurements can be taken before replacing unsuitable material with approved backfill.

No payment will be made for this item if:

The contractor does not notify the Engineer/City Engineer of potential areas requiring undercut before excavating these areas.

An area that was previously stable becomes unstable due to actions of the contractor. These causes include, but are not limited to, ponding of water and construction traffic.

The Contractor does not allow the Engineer/City Engineer sufficient time to measure the undercut excavation volume before placing backfill material.

In addition, no payment will be made to remove and replace any embankment material placed on unsuitable soil that subsequently requires removal and replacement.

- (d) **Embankment Construction.** Embankment construction includes the preparation of the areas where embankments are placed, placement and compaction of approved embankment material for replacement of unsuitable material, and placement and compaction of embankment material in all cavities and depressions within the roadway area.

Rocks, broken concrete, and other solid materials shall not be placed in embankment areas where piling is to be placed or driven.

Benching shall be required when embankment is placed on hillsides or against existing embankment with slopes that are steeper than 6-to-1 when measured at right angles to the roadway and shall be continuously benched in loose lifts not to exceed 12 inches. Benching shall be wide enough to permit the operations of placement and compaction equipment. All horizontal cuts shall begin at the intersection of the ground line and the vertical side of the previous bench. Existing slopes shall also be stepped to prevent wedging action of the embankment against structures. Excavation from benching shall be compacted with the new embankment material and the cost for benching and recompaction shall be included in the unit bid price for excavation.

When natural ground is within 4 feet of the subgrade, all sod and vegetable matter shall be removed from the surface where embankment is placed. The cleared surface shall be completely broken up by plowing, scarifying, or stepping to a minimum depth of 6 inches and shall then be compacted to the specified embankment density. Sod not requiring removal shall be thoroughly disked prior to embankment construction. Wherever a compacted road surface containing granular material lies within 3 feet of the subgrade, the old road surface shall be scarified to a minimum depth of 6 inches and compacted to the specified embankment density.

If embankment can only be placed on one side of abutments, wing walls, piers, or culvert headwalls, compaction shall be accomplished without overturning of or placing excessive pressure against the structure. The fill adjacent to the end bent of a bridge shall not be placed higher than the bottom of the backwall until the superstructure is in place. When embankment is placed on both sides of a concrete wall or box-type structure, the embankment shall be brought up equally on both sides of the structure. Embankment that is adjacent to structures or inaccessible to normal compaction equipment shall be placed in 4" loose lifts and compacted with mechanical equipment to 95% of maximum density as determined by AASHTO T99.

Roadway embankment shall be placed in horizontal lifts not to exceed 12 inches (loose measurement) and compacted to the specified density before the next lift is placed. Spreading equipment shall be used to obtain uniform lift thickness prior to compaction. As the compaction progresses, leveling and manipulating shall be

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continuous to assure uniform density. Moisture content shall be increased or decreased as necessary to obtain the required density and stability. Construction equipment shall be routed uniformly over the entire embankment surface.

When the excavated material consists predominantly of rock too large to be placed in 12-inch lifts, the material may be placed in thicknesses up to the average rock dimension not to exceed 3 feet. Each lift shall be leveled and smoothed by distribution of spalls and finer fragments of earth. Rock shall not be end dumped directly on the previously completed lift of embankment. Rock shall be dumped in the lift of embankment being constructed and pushed into place. The lifts shall not be constructed above an elevation 2 feet below the finished subgrade.

A minimum of 2 feet of compacted embankment shall be placed over structures before rock is placed.

- (e) **Moisture and Density Requirements.** All lifts in embankment areas shall be compacted to not less than 95 percent of the maximum density. The moisture content of the material shall be uniformly increased or decreased to within 3% of optimum moisture content before compaction.

Maximum density will be determined using AASHTO T 99 or ASTM D698 (Standard Proctor). In-place field density measurements shall be determined using AASHTO T 191, T 238, or T 205.

Density requirements do not apply to portions of embankments constructed of materials such as rock that cannot be tested by approved testing methods.

202.04 Method of Measurement.

- (a) Undercut and Backfill will be measured by the cubic yard of material placed and compacted according to the specifications and as directed by the Engineer/City Engineer. Measurements of the excavated area will be taken by the Engineer/City Engineer after excavation and before backfilling. The quantity of Undercut and Backfill will be measured as In Place quantities. Measurement for undercut will begin at subgrade elevation or one (1) foot below existing ground, whichever is lower.
- (b) Rock Excavation will be measured by the cubic yard of rock in place actually removed according to the specifications. Measurements taken after the rock is removed and before any associated backfilling will be used to calculate rock excavation quantities.
- (c) Excavation and Embankment will not be measured and the plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made. In such case, the revised quantity shall be agreed upon prior to beginning any work associated with the change.

202.05 Basis of Payment.

Quantities of earthwork completed, accepted and measured as provided above will be paid for at the Contract Price bid as follows:

- (a) Undercut Excavation shall be paid for at the Contract Price bid per cubic yard (CY) for Undercut and Backfill. Said price shall be full compensation for excavation, furnishing, hauling, placing, and compacting approved off-site material according to the plans and specifications. This price shall not include final compaction and finish grading to subgrade elevation. Final compaction and finish grading will be paid for under the item "Subgrade Preparation."
- (b) Rock excavation shall be paid for at the Contract Price bid per cubic yard (CY) for Rock Excavation. Said price shall be full compensation for rock removal and disposal to the lines and depths shown on the plans and according to these specifications, and for furnishing, hauling, placing, and compacting approved material in the excavated area as required.
- (c) All earthwork not paid for under other items will be paid for under the items Excavation and Embankment. Payment for these items will be on a CY basis, and shall include: (1) excavation, hauling off, and disposal of all materials on the project that are not required for completion of the project. (2) Placement of materials on the jobsite, whether from on-site or off-site sources, to establish the lines and grades shown on the plans. (3) Placement of embankment as backfill for excavated areas to 1 foot below existing ground in roadway areas. (4)

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Any other excavation, embankment, grading or other miscellaneous earthwork items not included in other items of work.

The plan quantity will be considered the final quantity for purposes of final payment, unless changes to the original design are made.

<u>Item #</u>	<u>Pav Item</u>	<u>Pav Unit</u>
202.1	Excavation	CY

Excavation and Embankment
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**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 400 – BASE AND PAVING**

SECTION 401. AGGREGATE BASE COURSE

401.01 Description.

This work consists of preparing an aggregate base course on a prepared foundation.

401.02 Materials.

Materials for aggregate base course shall meet the requirements of the latest edition of the ARDOT Standard Specifications for Class 7.

401.03 Construction Requirements.

The base course material shall be placed on a completed and approved subgrade or existing base that has been bladed to substantially conform to the grade and cross section shown on the plans.

The subgrade shall be prepared as specified in Section 203 and shall be free from an excess or deficiency of moisture at the time of placing base course material. The subgrade shall also comply, where applicable, with the requirements of other items that may be contained in the Contract that provide for the construction, reconstruction, or shaping of the subgrade or the reconstruction of the existing base course. Base course material shall not be placed on a frozen subgrade or subbase.

The aggregate shall be placed on the subgrade or other base course material and spread uniformly to such depth and lines that when compacted it will have the thickness, width, and cross section shown on the plans. Unless otherwise specified or directed, base material shall extend full depth to 1' beyond the planned back of curb line.

If the specified compacted depth of the base course exceeds 6" the base shall be constructed in two or more layers of approximately equal thickness.

The material shall be spread the same day that it is hauled. Spreading shall be performed in such a manner that no segregation of coarse and fine particles nor nests or hard areas caused by dumping the aggregate on the subgrade will exist. Care shall be taken to prevent mixing of subgrade or unspecified material with the base course material in the blading and spreading operation.

When the base course is placed adjacent to an existing or newly constructed asphalt surface course or portland cement concrete pavement, the aggregate shall not be dumped or mixed on the pavement surface. Mechanical spreading equipment shall be used, if necessary, to place the base course on the subgrade.

Each course shall be thoroughly mixed for the full depth of the course and shall be compacted by any satisfactory method that will produce the density specified. The aggregate shall be maintained substantially at optimum moisture during the mixing, spreading, and compacting operations. The specified grade and cross section shall be maintained by blading throughout the compaction operation. The material in each course shall be compacted to a density, not less than 95% of the maximum density determined in the laboratory by AASHTO T 180 or ASTM D1557. The aggregate shall be compacted across the full width of application.

The compacted base course shall be tested for depth and any deficiencies corrected by scarifying, placing additional material, mixing, reshaping, and recompacting to the specified density, as directed. The base course shall be shaped for its full width to the required grade and cross section. The finished base course layer shall not vary at any point by more than .02 foot from the prescribed elevation.

The Contractor shall maintain the base course in a satisfactory condition until accepted.

401.04 Method of Measurement.

Aggregate base course will be measured in cubic yards of material in place per the plans. Measurement will include areas up to 1' behind the backs of curbs if required on the plans. Aggregate base course placed beyond 1' behind the back of curbs will not be measured.

BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 400 – BASE AND PAVING

401.05 Basis of Payment.

Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per cubic yard for Aggregate Base Course, which price shall be full compensation for preparing the subgrade; for furnishing material; for spreading; finishing, watering, manipulating, and compacting; and for all labor, equipment, tools, and incidentals necessary to complete the work.

<u>Item#</u>	<u>Pav Item</u>	<u>Pay Unit</u>
401.1	Aggregate Base Course	CY

Aggregate Base Course
401-2

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 400 – BASE AND PAVING**

SECTION 403. ASPHALT CONCRETE HOT MIX

403.01 Description.

This item consists of furnishing and placing asphalt concrete hot mix of the type specified on a prepared foundation.

403.02 Materials, Design, and Quality Control of Marshall Mixes

- (a) **Materials.** Materials for Asphalt Concrete Binder Course shall meet the requirements of Section 406 of the ARDOT Standard Specifications Edition of 1996. Materials for Asphalt Concrete Surface Course shall meet the requirements of Section 407 of the ARDOT Standard Specifications Edition of 1996.
- (b) **Design and Quality Control Requirements.** Design and quality control of Marshall mixes shall be as specified in Section 404 of the ARDOT Standard Specifications Edition of 1996.
- (c) **Materials and Equipment for Asphalt Concrete Plant Mix Courses.** Materials and equipment for asphalt concrete plant mix courses shall meet the requirements of Section 409 of the ARDOT Standard Specifications Edition of 1996.

403.03 Materials, Design, and Quality Control of Superpave Mixes

- (a) **Materials.** Materials for Asphalt Concrete Binder Course shall meet the requirements of Section 406 of the ARDOT Standard Specifications Edition of 2014. Materials for Asphalt Concrete Surface Course shall meet the requirements of Section 407 of the ARDOT Standard Specifications Edition of 2014.
- (b) **Design and Quality Control Requirements.** Design and quality control of Superpave mixes shall be as specified in Section 404 of the ARDOT Standard Specifications Edition of 2014.
- (c) **Materials and Equipment for Asphalt Concrete Plant Mix Courses.** Materials and equipment for asphalt concrete plant mix courses shall meet the requirements of Section 409 of the ARDOT Standard Specifications Edition of 2014, except for the requirements of Section 409.04(b) is at the contractor's option. If a material transfer device is used, the requirements of Section 409.04(b) shall apply.

403.04 Construction Requirements.

- (a) **Description.** The methods employed in performing the work shall be at the Contractor's option. When the production and/or placement of the material does not comply with the specifications, the Contractor shall make the changes necessary to bring the work into compliance.
- (b) **Pre-Placement Conference.** Unless waived by the Engineer, prior to the start of paving operations the Contractor shall conduct a Pre-Placement Conference involving the Contractor's personnel and the Engineer and City's personnel. The Contractor's proposed plant, delivery, laydown, compaction, and equipment shall be discussed and, if deemed necessary by the City, all the equipment inspected. The accepted mix designs and materials to be used shall be discussed. The proposed mixing and compaction temperatures, sampling and testing plan, haul route, rolling pattern, and other pertinent information shall be discussed. The Pre-Placement Conference and all items discussed shall be documented by the Contractor and furnished to the Engineer within ten calendar days after the Pre-Placement Conference.
- (c) **Preparation of Mixture.** The aggregates, mineral filler, and asphalt binder shall be measured separately and accurately mixed in the proper proportions according to the mix design. The aggregates shall be thoroughly coated and the mixture shall not show an excess or deficiency of asphalt binder, injury or damage due to burning or overheating, or an improper combination of aggregates. The continuous production of ACHM shall be within plus or minus 25° F (14° C) of the mixing temperature shown on the approved mix design. Momentary temperature spikes shall be kept to a minimum.
- (d) **Preparation of Base or Existing Surface.** Newly constructed base courses or subgrade shall be prepared as set forth in the specification item covering such items.

Prior to placing asphalt base, binder, or surface courses, all required corrections of the existing pavement or base, such as filling potholes, sags, and depressions, or alterations of the existing pavement crown, shall be

BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 400 – BASE AND PAVING

made. Such corrections shall be accomplished by placing asphalt binder or surface course mixtures at the location and in a manner as directed by the Engineer/City Engineer. Asphalt material used for wedging or leveling courses, or for fillings holes, may be placed by hand, blade grader, or mechanical spreader methods. The mixture shall be featheredged to a smooth and even surface around the edges of these areas.

Prior to arrival of the mixture on the work, the prepared surface shall be cleaned of all loose and foreign materials and primed or tack coated as specified. Excessive joint and crack filler shall be removed before application of the prime or tack coat. The mixture shall not be placed on a surface that shows evidence of free moisture.

Contact surfaces of curbing, gutters, manholes, and other structures shall be painted with a thin coating of rapid curing cutback asphalt or emulsified asphalt. No direct compensation will be made for this work.

If the earlier course has been contaminated with dirt or other foreign materials, or when the time lapse between courses is in excess of 72 hours, the earlier course shall be cleaned and given a tack coat prior to placing the succeeding course. If directed by the Engineer/City Engineer, a tack coat shall be used even though the lapsed time has been less than 72 hours.

- (e) **Transporting.** The mixture shall be transported from the mixing plant to the work in vehicles with clean tight beds.

When the mixture is being hauled more than 15 miles or when the mixture is being placed between November 1 and April 1, the beds of the vehicles shall be covered with canvas or other suitable material to retard loss of heat. The cover shall extend over the sides and ends of the truck bed and shall be securely fastened. When the mixture is being hauled less than 15 miles the cover shall be stored on the truck at all times to be utilized when overtaken by sudden rains.

No loads shall be sent so late in the day as to interfere with spreading and compacting the mixture during daylight hours unless adequate artificial lighting is provided.

Sufficient haul vehicles and plant production rate shall be maintained to the project to provide a continuous operation on the roadway.

Only non-petroleum release agents approved by the Engineer/City Engineer shall be used in haul trucks.

- (f) **Spreading and Finishing.** The mixture shall be placed on an approved surface, spread, and struck off to the line, grade, and elevation established. The mixture shall be placed only on a base that shows no evidence of free moisture, and only when weather conditions are suitable.

The mixture from all types of plants should be delivered to the paver within the recommended compaction temperature range as shown on the approved job mix design. These recommended temperatures should be used in placing and compacting the material. In addition, surface and binder course mixtures shall not be placed on the roadway at a temperature lower than 250° F.

The paver shall uniformly distribute and compact the mixture in front of the screed for the full width being paved. The screed or strike-off assembly shall effectively produce a finished surface of smooth and uniform texture without tearing, shoving, or gouging the mixture. The paver shall be operated at forward speeds consistent with satisfactory laying of the mixture. The speed of the paver shall be matched with the plant production rate and number of hauling units. Stop and go operation of the paver is to be avoided.

The longitudinal joint in one layer shall offset that in the layer immediately below by approximately 6". In general, the joint in the top layer shall be at the centerline of the pavement if the asphalt is placed in 2 passes or less, or at lane lines if the asphalt is placed in more than 2 passes.

- (g) **Rolling and Density Requirements and Joints.** The mixture, after being spread, shall be thoroughly compacted by rolling as soon as it will bear the weight of the rollers without undue displacement.

At the beginning of placement of each mix design, the Contractor shall establish an optimum rolling pattern that will achieve the specified density for the mix being placed. The Contractor may continue with paving operations while the optimum rolling pattern is being established. The established rolling pattern shall be used for compacting all mix placed unless a change in the job mix formula occurs or unacceptable results are

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 400 – BASE AND PAVING**

obtained. Whenever a change in the job mix formula occurs, or when the compaction method or equipment is changed, or when unacceptable results are obtained, a new optimum rolling pattern shall be established.

The number, weight, and type of rollers, and the optimum rolling pattern shall be such that the specified density and surface requirements are consistently attained while the mixture is in a workable condition. Final approval of the rollers and the rolling pattern will be based upon satisfactory performance and the ability to compact the mixture to the specified density and surface requirements. Rollers that produce excessive crushing of aggregate particles will not be permitted.

When using vibratory rollers, the Contractor shall exercise due caution to prevent any deterioration of the material caused by excessive rolling or vibration. Vibratory rollers shall be operated in such a manner that overlap of adjacent passes shall be held to a minimum. Vibration shall not be used on courses less than 1 ½" thick.

Rolling shall start longitudinally at the low edge and proceed toward the higher portion of the mat. When paving in echelon or abutting the previously placed lane, the longitudinal joint shall be rolled first followed by the regular rolling procedure. Alternate passes of the roller shall be terminated at least 3' from any preceding stop. Rolling on superelevated curves shall progress from the low side. Rollers shall not be stopped perpendicular to the centerline of the traveled way.

The speed of the roller shall be slow enough to avoid displacement of the hot mixture, and in no case more than 3 mph. The roller shall be operated in such a manner that no displacement of the mat will occur. Rolling shall proceed continuously until the required density is attained and all roller marks are eliminated, leaving the surface smooth and uniform and the required density attained. To prevent adhesion of the asphalt mixture to the rollers, the rollers shall be kept moist for the full width of the rollers, but excess water will not be permitted.

Rollers shall not pass over the unprotected end of a freshly laid mixture. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. A brush coat of asphalt material shall be used on contact surfaces of transverse joints just before additional mixture is placed against the previously placed material.

- (h) **Weather Limitations.** Bituminous mixtures shall not be placed on any wet or frozen surface or when weather conditions otherwise prevent the proper handling and finishing of the mixture.

Bituminous mixtures may only be placed when either the ambient air temperature or the road surface temperature is equal to or greater than that shown in the table.

Regardless of the temperatures herein specified, paving will not be allowed unless specific density, either by percent of field mold density or by rolling procedure, can be achieved before the bituminous mixture cools to 175 degrees Fahrenheit.

Bituminous Placement Temperature Limitations:

Paving Course	Thickness (Inches)	Min. Air Temperature (Degrees F.)	Min. Road Surface Temperature (Degrees F.)
Surface	All	45	50
Subsurface	Less than 3	40	45
Subsurface	3 or more	30	35

403.05 Acceptance of Pavement and Adjustments in Payment.

- (a) **Marshall Mixes.** Acceptance of asphalt payment designed using the Marshall Method shall be according to Section 410.09 of the ARDOT Standard Specifications Edition of 1996 except as modified herein.

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 400 -- BASE AND PAVING**

(b) **Superpave Mixes** Acceptance of asphalt payment designed using Superpave Methods shall be according to Section 410.09 of the ARDOT Standard Specifications Edition of 2014 except as modified herein.

403.06 Modifications and Augmentations of ARDOT Standard Specifications.

Modifications and augmentations of ARDOT Standard Specifications detailed in this subsection apply to both the 1996 and 2014 Editions of the Standard Specifications.

Testing shall conform to the City of Bentonville Minimum Specifications for Streets. The City has the right to increase, reduce or modify testing as needed.

The Contractor shall provide the straight-edge for use in pavement smoothness testing.

Pavement smoothness shall be checked for both temporary and permanent patches. The finished surface, when check with a contractor supplied, city approved straight-edge, placed parallel to centerline, shall show no variation more than a 1/8" for profiled streets and 1/4" for non-profiled streets.

403.07 Method of Measurement.

Asphalt concrete hot mix (ACHM) will be measured by the ton as substantiated by weight tickets, which shall be submitted to the City at the time of asphalt delivery. Deductions for asphalt placed in areas not designated in the plans and not directed by the Engineer/City Engineer or for asphalt placed at depths more than 1/8" over plan depth will be made at the discretion of the Engineer/City Engineer. Measurement of these deductions will be by a method deemed appropriate by the Engineer/City Engineer.

403.08 Basis of Payment.

Asphalt concrete hot mix will be paid for at the contract unit price bid per ton of material placed in plan locations; said price shall include furnishing mix designs, furnishing material, for heating, mixing, hauling, placing, rolling, finishing, and for all other labor, equipment, tools, and incidentals necessary to complete the work.

Payment will be made under:

<u>Item#</u>	<u>Pay Item</u>	<u>Pay Unit</u>
403.1	Asphalt Concrete Hot Mix (Surface)	Ton

Asphalt Concrete Hot Mix
403-4

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 500 – MISCELLANEOUS CONSTRUCTION**

SECTION 509. EROSION CONTROL

509.01 Description.

This item shall consist of measures taken to limit, control, and contain fill materials, soil erosion, sedimentation, and other harmful wastes resulting from construction operations that could result in harm to the private properties as well as public streams and waterways. These requirements apply even if Corps of Engineer (COE) Section 404 or National Pollutant Discharge Elimination System (NPDES) Permits are not required for the project.

This Section applies to all activities under the Contract. The Contractor should be aware that requested modifications to the Contract and/or individual permits may not be approved.

509.02 Responsibility of the Contractor.

The Contractor shall comply with the requirements of the Federal Water Pollution Control Act, the Arkansas Water and Air Pollution Control Act, and the regulations, orders, or decrees issued pursuant thereto.

The National Pollutant Discharge Elimination System (NPDES) requires a permit to discharge storm water associated with industrial activity or construction sites into the waters of the United States. The Arkansas Department of Environmental Quality (ADEQ) issues these permits.

The Contractor shall be responsible for submitting the Notice of Intent, developing a Storm Water Pollution Prevention Plan, implementing the plan, stabilizing the land, submitting the Notice of Termination, and complying with all requirements in the permit and any revisions or additions to it.

Additionally, Contractor's operations on lands located off the right-of-way, such as borrow pits, plant sites, waste sites, or other facilities, may require an NPDES permit.

All work required due to the violation of provisions of COE Section 404, NPDES Permits, or other requirements of these specifications which results from Contractor negligence, carelessness, or failure to perform work as scheduled, shall be performed by the Contractor at no cost to the City. In addition, the Contractor will be assessed the amounts of any and all fines and penalties assessed against and costs incurred by the City which are the result of the Contractor's failure to comply with a COE Section 404 Permit or NPDES Permit.

Failure to comply with the conditions of the COE Section 404 Permit may result in the Corps of Engineers issuing a cease and desist order for all permitted activities. To obtain a new Section 404 Permit from the Corps may require 60-120 calendar days processing time.

The City will not be responsible for any delays or costs due to the Contractor's failure to comply with the conditions of the 404 permit. The Contractor will not be granted additional compensation or contract time due to loss of Permits for noncompliance.

In the event that pollutant spills occur which are the result of the Contractor's actions or negligence, the clean up shall be performed by the Contractor at no cost to the City.

509.03 Method of Measurement and Basis of Payment.

No measurement of this item will be made. Payment will be made at the lump sum price bid. Pay will be prorated on each pay estimate based on the percentage of the contract completed.

Payment will be made under:

<u>Item#</u>	<u>Pay Item</u>	<u>Pay Unit</u>
509.1	Erosion Control	LS

Erosion Control
509-1

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 500 – MISCELLANEOUS CONSTRUCTION**

SECTION 510. TRAFFIC CONTROL AND MAINTENANCE

510.01 Description.

This work consists of furnishing, installing, and maintaining necessary traffic signs, barricades, lights, signals, cones, concrete barriers, pavement marking, and other traffic control devices and shall include flagging, pilot car operations, and other means for guidance of traffic through the work zone. The work shall be done according to the MUTCD and the approved traffic control plan. An approved plan is required before any construction begins. This also includes maintenance of roadway surface.

510.02 Maintenance Requirements.

Unless otherwise provided, the road, while undergoing improvements, shall be kept open by the Contractor to all traffic. When so provided on the plans, the Contractor may bypass traffic over an approved detour route. The Contractor shall keep the portion of the project being used by public traffic, whether it is through or local traffic, in such condition that will permit the safe, continuous flow of two-way traffic at all times. When a part of the plans or when approved by the City, areas where the nature of the work restricts or prohibits two-way flow, one-way operation may be maintained by using flaggers or timed signalization. The Contractor shall also provide and maintain in a safe condition temporary approaches, crossings and intersections with trails, roads, streets, businesses, parking lots, residences, garages, farms, etc.

As part of regular traffic maintenance, the Contractor shall remove all snow and ice accumulated on the traveled roadway. Exposed soil that becomes muddy due to rains or other precipitation shall be removed or covered with aggregate base material to the satisfaction of the City. Dust shall be controlled at all times. In the event that watering does not satisfactorily control the dust, other methods of dust control will be required.

Necessary traffic control devices shall be properly placed and in operation before starting construction. When work of a progressive nature is involved, such as resurfacing, the appropriate traffic control devices shall be kept current and placed only in the areas of actual work activities. All traffic control devices shall meet the requirements of the ARDOT Standard Specifications Section 604.02 and the most current version of the MUTCD.

If the City determines that provisions for safe traffic control are not being provided or maintained, the work will be suspended. In cases of serious or willful disregard for safety of the public or construction workers, the City will place the traffic control devices in proper condition and deduct the costs from monies due the Contractor.

The Contractor shall designate a traffic control supervisor to furnish continuous surveillance over traffic control operations. This supervisor shall be available at night and weekends to respond to calls involving traffic control. The name of the traffic control supervisor shall be provided at the preconstruction conference and to local police.

Types of barricade supports or devices not specifically described in the MUTCD shall not be used. The methods used to control traffic for lane changes or other diversions shall meet the MUTCD and the traffic control plan.

If the Contractor is not able to complete the road patch within the same day and has to open the street, all cost of materials, equipment, labor, and testing used to open the street shall be borne by the Contractor. This includes any excavation required to remove material once the Contractor resumes work.

510.03 Method of Measurement.

No other traffic control items will be measured.

510.04 Basis of Payment.

All traffic control and maintenance materials and activities will be paid for at the lump sum price bid for traffic control.

Payment will be made under:

<u>Item#</u>	<u>Pay Item</u>	<u>Pay Unit</u>
510.1	Traffic Control	LS

Traffic Control and Maintenance
510-1

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 500 – MISCELLANEOUS CONSTRUCTION**

SECTION 511. MOBILIZATION

511.01 Description.

This item shall consist of preparatory work and operations, including those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.

This item shall also include other work and operations that must be performed, or for expenses incurred, before beginning work on the various Contract items on the project site. It shall also include pre-construction costs which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the Contract.

511.02 Measurement and Payment.

Mobilization will be measured as a complete unit and will be paid for at the contract lump sum price bid. In computing the allowable partial payments from the schedule below, the percentage of the original Contract earned will be based on all items exclusive of the item of Mobilization, and payment for this item at any of the listed stages of completion will be made on the basis of the percentage of the item allowed less all payments made.

PARTIAL PAYMENT SCHEDULE

Percent of Original Contract Amount Earned	Percent of Bid Price for Mobilization Allowed
First Pay Estimate	25%
10%	50%
25%	100%

This item will be paid for on regular estimates. Payments on percentages of the original Contract amount other than those set out above will not be considered. No adjustment in the amount bid for this item will be made for additional quantities or items of work required to satisfactorily complete the Contract.

IN NO CASE SHALL THE AMOUNT BID FOR THE ITEM OF "MOBILIZATION" EXCEED 5% OF THE TOTAL CONTRACT AMOUNT FOR ALL OTHER ITEMS LISTED IN THE PROPOSAL.

Should the amount entered in the Proposal for this item exceed 5%, the City will reduce it to the maximum allowed amount to determine the correct total bid.

Payment will be made under:

<u>Item#</u>	<u>Pay Item</u>	<u>Pay Unit</u>
511.1	Mobilization (5% MAX)	Lump Sum

Mobilization
511-1

**BENTONVILLE STANDARD SPECIFICATIONS
DIVISION 500 – MISCELLANEOUS CONSTRUCTION**

SECTION 520. SAW CUTTING ASPHALT AND CONCRETE

520.01 Description.

This item shall consist of saw cutting Asphalt and Concrete within the roadway

520.02 Materials.

.. None Specified.

520.03 Construction Requirements.

Saw cut Asphalt or Concrete surfaces at locations shown on plans and as directed by the City.

Perform saw cuts with a power driven concrete saw to the full depth of the item being saw cut.

In removing old pavement, curb, gutter, sidewalk, crosswalk and similar structures, where portions of the existing structure are to be left in the surface of the finished work, remove the old structure to existing joints or saw to a reasonably true line with a vertical face.

Take precautions to maintain a clean vertical edge on the saw cut throughout the duration of the work. Any re-sawing or additional removal and replacement of pavement, curb and gutter or sidewalk which may be necessary due to Contractor carelessness will be at the Contractor's expenses.

520.04 Method of Measurement.

Saw Cutting will be measured by the Linear Foot (LF).

520.05 Basis of Payment.

Work completed and accepted and measured as provided above will be paid for at the contract unit price bid per LF for Saw Cutting which price shall be full compensation for furnishing all materials, labor, equipment, tools, and incidentals necessary to complete the work to the satisfaction of the City.

Payment will be made under:

<u>Item#</u>	<u>Pay Item</u>	<u>Pay Unit</u>
520.1	Saw Cutting	LF

saw cutting asphalt and concrete
520-1



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Budget Adjustment to fund bid award IFB 20-22 in the amount of \$235,060.00 to 81 Construction Group Inc. for the repair of 200 street cuts.

COST TO CITY:

Cost of this Request: \$235,060

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	235,060
Remaining After Adjustment	\$ 235,060

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





Department: Street

Date of Request: May 26, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
203810-4450	Pub Works by Proj Maint		\$ 235,060.00	\$ (235,060.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 235,060.00	\$ (235,060.00)

Justification:

Funding for bid award IFB - 20-22 to 81 Construction Group Inc. for street cut repairs.

FOR ACCTING 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





CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB 20-15
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

479-254-2024

ACTION REQUIRED:

Bid Award for construction of the Replacement of Town Vu Road Bridge at McKissic Creek Project, IFB20-15. Crossland Heavy Contractors is the apparent low bidder in the amount of \$811,198.00.

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



Memorandum



To: Mayor and City Council
From: Dan Weese, City Engineer
Date: Thursday, May 14th, 2020
Re: Replacement of Town Vu Road Bridge at McKissic Creek Project

Staff is seeking City Council approval for the bid award of the Replacement of Town Vu Road Bridge at McKissic Creek Project to Crossland Heavy Contractors in the amount of \$811,198.00. This project received the following bids:

• Crossland Heavy Contractors	\$811,198.00
• Diamond C Construction	\$815,499.27
• Decco Construction	\$875,429.82
• Dean Crowder Construction	\$887,725.18
• Sweetser Construction	\$917,464.75
• Heavy Contractors of Arkansas	\$944,495.00
• APAC Central	\$1,027,473.38
• Mobley Construction	\$1,158,252.98
• Engineer's Estimate	\$850,049.00

Attached is the letter of recommendation from the Engineer of Record with a bid tabulation. Funding is from the Street Bond Account.

This project proposes to replace the existing single lane bridge on Town Vu Road at the McKissic Creek crossing. The improvements consist of demolishing the existing bridge and construction of a two lane bridge crossing with sidewalk along one side and space for future bike path construction. It is anticipated that the project will take approximately 120 days to complete.

Please feel free to contact me with any questions. My telephone number is (479) 254-2024, or I can be reached via email at dweese@bentonvillear.com.



May 14, 2020

Mr. Dennis Birge, P.E.
City of Bentonville
3200 SW Municipal Drive
Bentonville, Arkansas 72712

RE: Replacement of Town Vu Road Bridge at McKissic Creek
Bentonville Bid No. 20-15

Dear Dennis,

Attached, please find a copy of the certified bid tabulation for the subject project for the bid opening that was conducted May 13, 2020. The low bidder has been verified to be Crossland Heavy Contractors of Columbus, Kansas a bid of \$811,2198.00. Based on a review of this company's qualifications, I recommend that the City accept the low bid and award the contract to Crossland.

Upon acceptance, I will forward executable copies of the project manual to the Contractor and request that they obtain their bonds and insurance certificates, sign the agreements, and return them for the Mayor's signature.

Please let me know if you have any questions or comments on this matter.

Sincerely,
Morrison-Shipley Engineers, Inc.



Neal T. Morrison, P.E.

Enclosure

Certified Correct:

Indicates corrected value.

MORRISON
SHIPLEY



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Resolution authorizing the Mayor to enter into an amended agreement with McClelland Consulting Engineers, Inc., for Task Order 3 to the Master Services Agreement for the design of SW A Street from Walton Blvd to West Central Ave. The cost of this Amendment is \$482,960.00, which will come from the Bond Account.

COST TO CITY:

Cost of this Request: \$482,960.00

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, May 14, 2020

Re: Work Order 3 –McClelland Consulting Engineers contract for SW “A” Street

Staff recommends City Council approval of a resolution authorizing the Mayor to enter into an amended agreement to the original 2008 contract with McClelland Consulting Engineers, Inc. This amended agreement is known as Work Order 3 (WO# 3).

SW “A” Streetscape project begins at the intersection of SW “A” Street and Walton Blvd and continues north to the intersection of SW “A” Street and West Central Ave. A conceptual drawing was produced in 2009 but shortly thereafter the project was placed on hold. The City would like to start this project back up and get design plans ready for construction.

In 2008, the City entered into a Master Services Agreement (MSA) with McClelland Consulting Engineers, Inc. to provide engineering, design, surveying and construction management services for SW “A” Streetscape project. Through this MSA, two (2) work orders were produced allowing McClelland to begin work. WO# 3 is now being generated allowing this project to proceed with design. Additional work orders will be required once the design is complete and bidding of the project is warranted. McClelland is anticipating having the plans ready for bid by 12/30/2020.

The cost of WO# 3 is \$482,960.00

Please find the attached WO# 3 for your reference.

Thank you for your consideration of this request. Please contact me at dweese@bentonvillear.com or 479-271-3168 with any questions or comments.

WORK ORDER NO. 3

**ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE
SW "A" STREET IMPROVEMENTS
PERFORMED FOR THE
CITY OF BENTONVILLE, ARKANSAS**

This Work Order amends Articles 1, 2, and 5 of the Basic Agreement executed the 25th day of August, 2008, between **McClelland Consulting Engineers, Inc.**, hereinafter referred to as the ENGINEER and the **City of Bentonville, Arkansas**, hereinafter referred to as the OWNER on this the _____ day of _____, 2020.

ARTICLE 1

The OWNER wishes to develop design documents appropriate for construction of enhancements of SW "A" Street between South Walton Boulevard and West Central Avenue.

The ENGINEER will complete the following design tasks under Work Order No. 3. Subsequent Work Orders will be developed as required in association with future project needs; potentially to include professional services associated with construction of the project utilizing a phased approach.

In order to assist the OWNER with this objective, the ENGINEER will complete the following tasks under Work Order No. 3, in addition to those services provided by the ENGINEER as outlined in Work Order No. 2. dated March 11th, 2009:

Task No. 1 – Topographical Survey:

1. Reviewing existing topographical survey previously provided by ENGINEER.
2. Undertake additional survey as needed for full project limits.
3. Details typically shown include (but are not limited to): contours, flowlines, franchised utilities per One-Call or other, to include utility poles and pedestals, structures, roads, driveways, sidewalks, street lighting, storm water and sanitary sewer manholes.

Task No. 2 –Boundary Resolution:

1. ENGINEER will complete records research, field research and boundary **resolution along SW "A" St., from Walton Ave. to W. Central Ave.** The property lines of the parcel will be located and shown on the topographic survey and will be used for production of right-of-way/easement exhibit maps.
2. This scope does not include separate signed/stamped boundary surveys or plats of the properties along the route.

Task No. 3 – Exhibit Maps, Descriptions & Strip Map:

1. ENGINEER will complete Exhibit Maps and Descriptions for up to 45 properties affected by the improvements **along SW "A" St., from Walton Ave. to Central Ave.**
2. The exhibit maps will show any Rights-of-Way, easements, or temporary construction easements needed for each property, and will be accompanied by separate descriptions for each area.
3. Submit Right-of-Way "strip map" for **entire project** with construction centerline, limits of construction, existing topography and proposed right of way plotted on complete parcel surveys with property lines identified.

Task No. 4 – Geotechnical Investigation:

1. Amend existing geotechnical report and recommendations appropriate to revised project scope.

Task No. 5 – Design:

1. ENGINEER shall undertake design services as follows:
 - a. Horizontal & vertical alignment plans and profiles.
 - b. Typical roadway sections.
 - c. Earthworks.
 - d. Drainage designs.
 - e. Driveway and street intersection designs.
 - f. Paving and drainage details.
 - g. Maintenance of Traffic (MOT) plans.
 - h. SWPPP and documentation for SW "A" street portion only, excludes Tributary #2 bridge and 8th St improvements.
 - i. Other miscellaneous details.
 - j. Submit 15%, 30%, 60%, and 95% drawings and cost estimates for OWNERS review.
 - k. Prepare color exhibits for 3 (three) public meetings; post 30%, post 60% and post 95% design.
 - l. Attend 2 (two) Council Meetings pertaining to project.
 - m. Prepare project technical specifications.
 - n. Prepare bid documentation to facilitate construction in a maximum of three (3) separate phases.
 - o. Utility design coordination with franchised utilities and City utilities as necessary.
 - p. Coordinate with Crafton Tull regards the bridge/ culvert crossing to Tributary #2 as designed by them.
 - q. Coordinate with Burns & McDonald/Toole Design regards the intersection of proposed improvements of 8th St. with SW "A" St.
 - r. Coordinate with and obtain approval from ArDOT regards signalization upgrades at 14th St/ Hwy 102 for SW "A" St. improvements.

- s. In accordance with Design Schedule as attached, refer to Exhibit #A.

- 2. The design scope and schedule assume the following:
 - a. SW A Street project shall be divided in to 4 (four) distinct zones;
 - i. Walton Boulevard to 14th St/ Hwy 102, reconstruction of existing street to 3-lane Arterial street w/2 x NB lanes, complete, with 11' wide travel lanes. Realignment of north-bound lanes at Walton Blvd. Intersection at 14th St/Hwy 102 to consider provision of NBLT, NB x 2 thru and NBRT lane. Signalization upgrades to NE and SE poles/arms at intersection as required by design. To coordinate design & approvals with ARDOT. It is acknowledged that ARDOT's schedule is an estimate and that their reviews/response will likely not coincide with all phases of this design. Ability to bid this portion of project may be impacted accordingly.
 - ii. 14th St/ Hwy 102 to 8th St., reconstruction of existing street to 4-lane **Arterial street, complete, with 11' wide travel lanes.** To include signalization upgrades, per i) above.
 - iii. 8th St. to 4th St., existing street to be 2-lane Collector, with some parallel parking, drainage improvements, C&G, limited landscaping, sidewalks & driveways. Combination of street reconstruction and mill & overlay.
 - iv. 4th St. to West Central, existing 2-lane Collector street to generally remain as is with minor isolated improvements. Consider localized **reconstruction of south leg of SW "A" Street at intersection with W. Central** to provide NBLT, NB x1 thru and NBRT lane. Signalization changes to NE and SW poles/arms as required by design. Mill & overlay only.
 - b. No street lighting between Walton Blvd & 8th St.
 - c. No off-site drainage improvements.
 - d. Bridge design to Tributary #2 crossing by Crafton Tull. Coordination between design consultants will occur in timely manner appropriate to each phase of design development.
 - e. Water & Sewer relocations/upgrades not included. Design services will be provided upon request.
 - f. **Bentonville Electric relocations/upgrades by BEU Dep't.**
 - g. Coordination with government agencies relevant to Tributary #2 improvements; namely USACE, FEMA & USFWS shall be by others.

Task No 6 – Services During Construction:

- 1. Construction related services (CRS) as stated and provided for in Work Order #2, namely Construction Administration and Construction Observation, are hereby rescinded. The ENGINEER is able to provide CRS **at the City's request, by way of a separate Work Order.**

ARTICLE 2

Task No. 1 – Topographical Survey.

1. Payment for the topographic survey as described in ARTICLE 1 shall be a lump sum (L.S.) basis in the amount of \$28,670, plus direct expenses.
2. Payments shall be made in monthly installments as surveying progresses.

Task No. 2 – Boundary Resolution

1. Payment for the boundary resolution as described in ARTICLE 1 shall be on an hourly Not-To-Exceed (NTE) basis in the amount of \$8,440, plus direct expenses.
2. Payments shall be made in monthly installments as the service progresses.
3. The standard hourly rates are attached.

Task No. 3 – Exhibit Maps, Descriptions & Strip Map:

1. Payment for preparation of the Exhibit Maps & Descriptions services as described in ARTICLE 1 shall be on an hourly Not-To-Exceed (NTE) basis in the amount of \$42,250, plus direct expenses.
2. Payments shall be made in monthly installments as the service progresses.
3. The standard rates are attached.

Task No. 4 – Geotechnical Investigation

1. Payment for revising the Geotechnical Investigation Report as described in ARTICLE 1 on a lump sum (L.S.) basis in the amount of \$5,000.
2. Payments shall be made in monthly installments as the service progresses.

Task No. 5 – Design:

1. Payment for the boundary resolution as described in ARTICLE 1 shall be on an hourly Not-To-Exceed (NTE) basis in the amount of \$398,600 plus direct expenses. Payment shall also include work completed in accordance with Task Order #2, but not invoiced to-date.
2. Payments shall be made in monthly installments as the service progresses.
3. The standard hourly rates are attached.

Task No. 6 – Services During Construction:

1. Construction related services (CRS) work scope as stated and provided for in Work Order #2, namely Construction Administration and Construction Observation, are hereby rescinded.

2. The ENGINEER is able to provide CRS at the City's request, by way of a separate Work Order.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR THE CITY OF BENTONVILLE, ARKANSAS

By: _____ Attest By: _____
Honorable Stephanie Orman, Mayor

Dated this _____ day of _____, 2020

FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____ Attest By: _____
Kevin Beaumont, Vice President

Dated this _____ day of _____, 2020

City of Bentonville
SW "A" Street Design Schedule

Task Name	Start	Finish	Duration
092114: SW "A" Street	05/26/20	02/25/21	198d
City Council	05/26/20	05/26/20	1d
Council Approval	05/26/20	05/26/20	1d
Survey & Geotechnical	05/27/20	01/14/21	167d
Topographical Survey	05/27/20	07/02/20	27d
Boundary Resolution	07/03/20	08/27/20	40d
Exhibit Maps, Descriptions & Strip Map	10/23/20	01/14/21	60d
Geotechnical Investigation	05/27/20	07/07/20	30d
Design	05/27/20	02/25/21	197d
15% Design Submittal	05/27/20	06/30/20	25d
15% Design	05/27/20	06/23/20	20d
City Review	06/24/20	06/30/20	5d
Board Review	06/24/20	06/30/20	5d
30% Design Submittal	07/03/20	08/06/20	25d
30% Design	07/03/20	07/30/20	20d
City Review	07/31/20	08/06/20	5d
Public Meeting	08/04/20	08/04/20	1d
60% Design Submittal	08/07/20	12/17/20	95d
60% Design	08/07/20	10/22/20	55d
ARDOT Review (Hwy 102/14th St Intersection Only - Signals/ROW)	10/23/20	11/12/20	15d
ARDOT Revisions	11/13/20	11/26/20	10d
ARDOT 60% 2nd Review	11/27/20	12/17/20	15d
City Review	10/23/20	10/29/20	5d
Public Meeting	10/27/20	10/27/20	1d
95% Design Submittal	10/30/20	02/11/21	75d
95% Design	10/30/20	12/02/20	24d
ARDOT Review (Hwy 102/14th St Intersection Only - Signals/ROW)	12/18/20	01/07/21	15d
ARDOT Revisions	01/08/21	01/21/21	10d
ARDOT 95% 2nd Review	01/22/21	02/11/21	15d
City Review	12/03/20	12/09/20	5d
Public Meeting	12/07/20	12/07/20	1d
Final Design Submittal	12/10/20	02/25/21	56d
Final Design	12/10/20	12/23/20	10d
City Review	12/24/20	12/30/20	5d
ARDOT Review (Hwy 102/14th St Intersection Only - Signals/ROW)	02/12/21	02/25/21	10d

Exhibit A



2020

McCLELLAND CONSULTING ENGINEERS, INC.

*STANDARD HOURLY RATES

Chief Draftsman	\$95 - \$110
Clerical	\$45 - \$75
Construction Observer	\$70 - \$135
Draftsman	\$65 - \$95
Environmental Scientist/Designer	\$105 - \$120
Geotech Engineer	\$85 - \$170
HR/Payroll Admin	\$75-\$100
Landscape Architect	\$90 - \$130
Media Specialist	\$80 - \$100
Principal	\$160 - \$230
Project Accountant	\$70 - \$145
Project Designer	\$80 - \$140
Project Engineer	\$120 - \$175
Project Manager	\$120 - \$200
Registered Land Surveyor	\$95 - \$140
Soils Lab Technician	\$50 - \$135
Specification Writer	\$50 - \$90
Sr. Project Manager	\$140 - \$240
Survey (2 man or Robotic) Crew	\$115 - \$160
Survey (3 man) Crew	\$135 - \$180
Survey Field (1 Man or Rodman)	\$45 - \$95
Survey GPS	\$75 - \$130
Survey Technician	\$65 - \$95
Water Lab Supervisor	\$70 - \$120
Expenses	@ Cost
Mileage	.575/mi

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO
ENTER INTO AN AMENDED AGREEMENT WITH
MCCLELLAND CONSULTING ENGINEERS, INC. FOR
PROFESSIONAL SERVICES FOR THE SW A
STREETSCAPE PROJECT.**

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

Section 1: That the Mayor be and are hereby authorized to enter into an amended agreement with McClelland Consulting Engineers, Inc. for professional services related to the SW "A" Streetscape Project, as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

479-271-3168

ACTION REQUIRED:

A resolution expressing the willingness of the city to apply for \$1,120,000 from the Federal-aid Surface Transportation Block Grant Program- Attributable (STBGP-A) program - FFY 2021 administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to help fund environmental and initial design for road improvements to Greenhouse Road. The project is a partnership between the City of Bentonville and the City of Centerton. If awarded, the grant will pay 80% of the total project cost and the remaining 20% must be matched by the applicants. If the grant is awarded, Bentonville's portion of the matching funds is \$154,000 which will be funded from the street construction account. There is no cost to the city to apply for the grant.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, May 14, 2020

Re: Application for FFY 2021 Surface Transportation Block Grant Program – Attributable (STBGP-A) Funds for Environmental and Initial Design for Improvements to Greenhouse Road



Staff recommends City Council approval of a resolution expressing the willingness of the City to apply for \$1,120,000 from the federal-aid FFY 2021 Surface Transportation Block Grant Program– Attributable (STBGP-A) funds administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to perform environmental and initial design for improvements to Greenhouse Road. This project is a partnership between the City of Bentonville and the City of Centerton. If awarded, the grant will pay 80% of the total project cost up to the grant amount. The two cities must match 20%, estimated to be \$280,000. Bentonville’s portion of the matching funds, based on length of roadway within each municipality, would be 55% or \$154,000. The matching funds will be funded from the Street Construction account.

Thank you for your consideration of this request. Please contact me at dweese@bentonvillear.com or 479-271-3168 with any questions or comments.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO UTILIZE FEDERAL-AID SURFACE TRANSPORTATION BLOCK GRANT PROGRAM – ATTRIBUTABLE (STBGP-A) (FFY 2021) FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION (NWARPC) TO BEGIN ENVIRONMENTAL AND INITIAL DESIGN TO IMPROVE GREENHOUSE ROAD.

WHEREAS, the City of Bentonville understands Federal-aid Surface Transportation Block Grant Program - Attributable (STBGP-A) (FFY 2021) funds are available at 80% federal participation and 20% local match to begin environmental and initial design for improvements to Greenhouse Road; and

WHEREAS, the City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Bentonville understands that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas Department of Transportation of an official Notice to Proceed; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant; and

WHEREAS, the City of Bentonville intends to partner with the City of Centerton and apply for STBGP-A funding for this project; and,

WHEREAS, the current application requests \$1,120,000 to be put toward the environmental studies and initial design work; and,

WHEREAS, the local match required for this amount would total 20% of the associated project cost which is \$280,000; and,

WHEREAS, the local match would be split equitably between the City of Bentonville and the City of Centerton based on the linear footage of roadway currently estimated in each municipality; and

WHEREAS, the current plan indicates that the split would be approximately 55% for the City of Bentonville (\$154,000) and 45% for the City of Centerton (\$126,000).

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

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2. The City of Bentonville Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the environmental and initial design of the above stated project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The required matching funds in the amount of \$154,000 for the environmental and initial design work for improvements to Greenhouse Road are hereby committed out of the street construction account pending the approval of the application and commitment from the City of Centerton on their portion of the local match.

THIS RESOLUTION adopted this _____ day of _____, 2020.

Stephanie Orman, Mayor

ATTEST: _____

(SEAL)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

479-271-3168

ACTION REQUIRED:

A resolution expressing the willingness of the city to apply for \$500,000.00 from the federal-aid Transportation Alternatives Program (TAP) Fund FFY 2020 administered by the Arkansas Department of Transportation (ARDOT) to construct the tunnel under the Bella Vista Bypass Interchange (ARDOT CA0903). If awarded, the grant will pay 80% of the total project cost and the city must match 20%, which is \$125,000.00 funded from the street construction account. There is no cost to the city to apply for the grant.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum

To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, May 14, 2020

Re: Application for FFY 2020 Transportation Alternatives Program Funds (TAP) to Construct Tunnel Under the Bella Vista Bypass Interchange (CA0903)



Staff recommends City Council approval of a resolution expressing the willingness of the City to apply for \$500,000 from the federal-aid Transportation Alternatives (TAP) Fund FFY 2020 administered by the Arkansas Department of Transportation (ARDOT) to construct the tunnel under the Bella Vista Bypass Interchange (ARDOT CA0903). If awarded, the grant will pay 80% of the total project cost up to the grant amount. The City must match 20%, estimated to be \$125,000, which will be funded from the Street Construction account.

Thank you for your consideration of this request. Please contact me at dweese@bentonvillear.com or 479-271-3168 with any questions or comments.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS ADMINISTERED BY THE STATE OF ARKANSAS TO FUND CONSTRUCTION OF A TUNNEL UNDER ARDOT CA0903.

WHEREAS, the City of Bentonville understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to fund construction of a tunnel under ARDOT CA 0903; and

WHEREAS, the City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project; and

WHEREAS, the current application requests \$500,000 to be put toward the construction costs; and

WHEREAS, the local match required for this amount would total 20% of the associated construction cost which is \$125,000.

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

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2: The City of Bentonville mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

Section 3: The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Arkansas Department of Transportation to initiate action to implement this project.

Section 4. The required matching funds for the construction of the tunnel under ARDOT CA0903 in the amount of \$125,000 are hereby committed out of the street construction account pending the approval of the application.

THIS RESOLUTION adopted this _____ day of _____, 2020.

Stephanie Orman, Mayor

ATTEST: _____

(SEAL)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

479-271-3168

ACTION REQUIRED:

A resolution expressing the willingness of the city to apply for \$250,000.00 from the federal-aid Transportation Alternatives Program (TAP) Fund FFY 2021 administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to construct approaches to the tunnel under the Bella Vista Bypass Interchange (ARDOT CA0903). If awarded, the grant will pay 80% of the total project cost and the city must match 20%, which is \$62,500.00 funded from the street construction account. There is no cost to the city to apply for the grant.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memorandum



To: Mayor and City Council

From: Dan Weese, City Engineer

Date: Thursday, May 14, 2020

Re: Application for FFY 2021 Transportation Alternatives Program Funds (TAP) to Construct Approaches to Tunnel Under the Bella Vista Bypass Interchange (CA0903)

Staff recommends City Council approval of a resolution expressing the willingness of the City to apply for \$250,000 from the federal-aid Transportation Alternatives (TAP) Fund FFY 2021 administered by the Northwest Arkansas Regional Planning Commission (NWARPC) to construct approaches to the tunnel under the Bella Vista Bypass Interchange (ARDOT CA0903). If awarded, the grant will pay 80% of the total project cost up to the grant amount. The City must match 20%, estimated to be \$62,500, which will be funded from the Street Construction account.

Thank you for your consideration of this request. Please contact me at dweese@bentonvillear.com or 479-271-3168 with any questions or comments.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF BENTONVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS ADMINISTERED BY THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION TO CONSTRUCT APPROACHES TO A TRAIL TUNNEL UNDER ARDOT CA0903.

WHEREAS, the City of Bentonville understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match be put toward the construction of approaches to the trail tunnel under ARDOT CA0903, and

WHEREAS, the City of Bentonville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

WHEREAS, the City of Bentonville understands that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas Department of Transportation of an official Notice to Proceed, and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant.

WHEREAS, the current application requests \$250,000 to be put toward the construction of approaches to the trail tunnel under ARDOT CA0903; and,

WHEREAS, the local match required for this amount would total 20% of the associated construction cost which is \$62,500.

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

Section 1. The City of Bentonville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2. The City of Bentonville mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

Section 3. The City of Bentonville pledges its full support and hereby authorizes the City of Bentonville to cooperate with the Northwest Arkansas Regional Planning Commission to initiate action to implement this project.

Section 4. The required matching funds for the construction of the approaches to the tunnel under ARDOT CA0903 in the amount of \$62,500 are hereby committed out of the street construction account pending the approval of the application.

THIS RESOLUTION adopted this _____ day of _____, 2020.

Stephanie Orman, Mayor

ATTEST: _____

(SEAL)



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

418-7133

ACTION REQUIRED:

Resolution authorizing Mayor and City Clerk to enter into an agreement Ecological Design Group, in the amount of \$117,750.00, for the design and construction administration of a bridge over the Little Sugar Creek at Bella Vista Lake Park.

COST TO CITY:

Cost of this Request: \$26,190

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

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PLEASE RECYCLE





Memo

To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Travis Matlock, Engineering Director
Date: 5/13/20
Re: Resolution authorizing the Bridge Design at Bella Vista Lake Park

Staff is recommending Council to authorize the Mayor and City Clerk to enter into an agreement with Ecological Design Group for the design, bidding and construction administration of a new pedestrian bridge at Bella Vista Lake Park.

This bridge will replace the existing pedestrian walkway that crosses the present day dam. The current dam has received too much damage through the years and has reached the point where it is beyond repair. According to our engineering staff, the only options regarding the existing dam is to remove or rebuild. Because of this, we do not intend to reopen the dam to pedestrian traffic. Instead, we will move forward immediately with a new pedestrian crossing north of the present day dam.

We know, regardless of legal questions that will be determined by the courts, or the decision the city council makes regarding the future of the park, the master plan calls for us to include a new pedestrian bridge. When FEMA asked us move forward with improvement funds instead of replacement, we identified the pedestrian crossing as an area for funding. This allows us to utilize the FEMA funding for to pay for this project.

Ecological Design Group was selected through the Professional Services selection process. They were chose based on their expertise with similar projects and their knowledge of this particular project.

Once approved by City Council, we will begin the design of the project immediately. Our hope is to have the project to bid by November. If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:

Park Master Plan (3)
Agreement with Ecological Design Group



April 14, 2020

Mr. David Wright
Parks and Recreation Director
City of Bentonville
215 SW A St.
Bentonville, AR 72712

RE: **Lake Bella Vista – Little Sugar Creek Crossing**

Dear Mr. Wright:

Per your request, we are pleased to submit the following contract for professional services regarding the above-mentioned project. This contract is based on the proposal previously submitted for your review, and conceptual site plan and budget prepared by EDG. This scope includes the items necessary to complete construction drawings for the Little Sugar Creek Stream Crossing just north of the existing Lake Bella Vista. The scope will connect the existing parking area with the newly built trail on the north side of the stream.

SCOPE OF SERVICES

The purpose of the services proposed herein is to provide professional Surveying, Landscape Architectural, Civil Engineering and Structural Design for the elevated trail and creek crossing. It is anticipated that the actual bridge will be a clear span prefabricated structure. The basic services will follow the approved schematic design and master plan for the Lake Bella Vista Trail loop as prepared by EDG, Inc.

BASIC SERVICES

TASK A: Design Development:

Based on the approved Schematic Design Drawings, EDG will perform the following design development tasks:

1. Prepare a set of Design Development Drawings for the elevated trail, abutments and bridge structure including but not limited to the following:
 - Site Plan and Layout Plan;
 - Plan and Profile
 - Erosion Control Plan;
 - Grading and Drainage Plan;
 - Sitework Details and prefabricated bridge structure;
 - Ecological Restoration Plan
2. Prepare preliminary hec-ras model for determination of bridge span and elevations.
3. Attend in person or prepare Zoom meetings for project coordination with the team.
4. Develop opinion of probable cost.

TASK B: Large Scale Development Submittal

EDG will perform the following tasks to seek approval from the City of Bentonville

1. Attend LSD pre-submittal review meeting;
2. Submit 50% Construction Drawings as prepared during Tasks D & E to the City of Bentonville in accordance with Large Scale Development approval process outlined in the City's subdivision code of ordinances. This

Ecological Design Group, Inc. | 314 S. 3rd Street Rogers, Arkansas 72762 | www.ecologicaldg.com

includes the preparation of the following additional information beyond the construction drawings prepared in Tasks D & E:

- a. Preparation of the Large-Scale Development Application and associated documentation for submittal;
- b. Additional drawings required by the City that are not included in the Construction Drawings;
3. Revise and edit the drawings and specifications as required based on comments received by the City of Bentonville;
4. Submit revised drawings and specifications to the City of Bentonville Planning Commission;

TASK C: Construction Documents:

Based on the approved Design Development drawings, EDG will perform the following tasks during the Construction Document phase:

1. Perform final design calculations, including stormwater management design, infrastructure development, and site layout design;
2. Provide stamped civil/structural/landscape site construction drawings including, but not limited to the following Drawings:
 - a. Site Preparation and Demolition Plans
 - b. Tree Preservation Plans
 - c. Site Layout Plans:
 - Plan and Profile
 - d. Site Grading & Drainage Plans
 - e. Erosion Control Plans
 - f. Site Electrical Plan
 - g. Sitework Details
 - h. Ecological Restoration Plan
3. Provide technical specifications for the elevated trail, structural abutments, piers, railings and all sitework included in our scope of work;
4. Prepare an opinion of probable construction cost for the scope of work included on our drawings;
5. Submit Construction Drawings as prepared to the City of Bentonville in accordance for Large Scale Administrative approval;
6. Revise and resubmit plans based on City staff comments;
7. Organize and attend City pre-con and provide required information for City approval; and
8. Attend in person or participate in Zoom meetings with the project team.

TASK D: Bidding and Negotiations:

EDG, Inc. shall assist in the bidding and negotiations for the project including:

1. Assist with bid package development and distribution;
2. Assist with bid list review and evaluation;
3. Assist with bid scope reviews; and
4. Assist with VE item selections and evaluations.

TASK E: Construction Administration:

1. Perform Construction Administration (submittal, review pay applications, shop drawing review, review and respond to RFI requests) along with periodic site visits during construction.

ALLOWANCES

Allowance 1 - Geotechnical Investigation. Acquire professional service proposals for the geotechnical portion of the work to be approved by ownership.

Allowance 2 - Topographic, Boundary and Existing Conditions Survey. Acquire professional service proposals for the survey portion of the work to be approved by ownership.

Allowance 3 – Provide Hydraulic analysis of planned development within the floodplain/floodway and provide no rise documentation if required.

Allowance 4 – Provide Project Inspections as required by the City of Bentonville.

REMUNERATION

We propose to perform Basic Services work described above based on a lump sum fee listed below and is based upon the approved program and budget (see budget attachment) plus allowances for:

Basic Services:

TASK A: Design Development Items 1-4	\$ 19,500.00
TASK B: Large Scale Development, Agency Review, Building Permit App Items 1-4	\$ 2,000.00
TASK C: Construction Documents Items 1-8	\$ 40,125.00
TASK D: Bidding and Negotiations Items 1-4	\$ 2,000.00
TASK E: Construction Administration 1	\$ 16,625.00

Basic Services Total \$ **80,250.00**

Allowances:

Allowance 1 – Geotechnical Investigation	\$ 7,500.00
Allowance 2 – Boundary, Topographic and Existing Conditions Survey	\$ 7,500.00
Allowance 3 – No Rise Documentation	\$ 15,000.00
Allowance 4 – Provide Project Inspections as required by the City of Bentonville	\$ 5,000.00

Allowance Total \$ **35,000.00**

TOTAL (Basic Services + Allowances) \$ **115,250.00**

Plus, reimbursable expenses n.t.e. 2,500.00

TOTAL FEE \$ **117,750.00**

Reimbursable Expenses:

The Client shall, in addition to payment of the fee, reimburse the Consultant for expenditures made for such items as, drawings and reports necessary to conduct the work and not otherwise furnished by the Client; computer plots; reproductions; prints; postage; mileage (standard IRS rate) Reimbursable expenses will be billed at 1.0 times direct cost.

Indemnification:

Ecological Design Group, Inc. | 314 S. 3rd Street Rogers, Arkansas 72762 | www.ecologicaldg.com

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

IN WITNESS WHEREOF, the parties have hereto executed this agreement.

CONTRACTOR:

[Redacted Signature]

Date: 04.20.2020

Martin L. Smith, PLA
Principal, Ecological Design Group, Inc.
216 West Birch Street
Rogers, Arkansas 72756

OWNER:

Date: _____

City of Bentonville, Arkansas



Lake Bella Vista
Conceptual Design - Opinion of Cost

Project No: 17-036
10-May-18

Lake Bella Vista - Loop Trail Development					
	Quantity	Unit Cost		Cost	Total
1	Division 1 - General Requirements				
	5750	If	\$4.00	If	\$23,000.00
	8	ac	\$2,500.00	ac	\$20,000.00
					\$5,000
2	Division 2 - Existing Conditions				
	2	ac	\$4,500.00	ac	\$9,000.00
					\$3,000
31	Division 31 - Earthwork				
	4,250	cy	\$8.00	cy	\$34,000.00
	2400	ton	\$35.00	ton	\$84,000.00
32	Division 32 - Exterior Improvements				
	1075	cy	\$325.00	cy	\$349,375.00
	150	ea	\$350.00	ea	\$52,500.00
	300000	sf	\$0.12	sf	\$36,000.00
	75,000	sf	\$0.30	sf	\$22,500.00
	2850	sf	\$25.00	sf	\$71,250.00
	240	If	\$1,500.00	If	\$360,000.00
	150	If	\$3,000.00	If	\$450,000.00
	18	ea	\$2,000.00	ea	\$36,000.00
					\$28,000.00
33	Division 33 - Utilities				
	8	ea	\$3,500.00	ea	\$28,000.00
				Subtotal	\$1,547,625
a.	0.150	%	\$1,547,625.00		\$232,144
b.	0.080	%	\$1,547,625.00		\$136,756
				TOTAL	\$1,916,525
					\$823,000.00
					\$123,450.00

\$946,450 + 6% Inflation \$56,787 = \$1,003,237
 - Survey, Geotechnical, Hec-Ras (\$35,000) \$968,237.00 Construction Budget
 \$80,250.00 (Design-Construction Administration)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH ECOLOGICAL DESIGN GROUP, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES RELATED TO BRIDGE CONSTRUCTION AT BELLA VISTA LAKE PARK IN THE CITY OF BENTONVILLE.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a professional services agreement with Ecological Design Group, Inc., for the design and construction administration services for a bridge over Little Sugar Creek at Bella Vista Lake Park in the City of Bentonville, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2020.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Budget adjustment, in the amount of \$117,750.00, to allow for a design contract for the design and construction administration of a bridge over the Little Sugar Creek at Bella Vista Lake Park.

COST TO CITY:

Cost of this Request: \$26,190

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

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PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Parks

Date of Request: May 21, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
105030-47390	Capital - Other		\$ 117,750.00	\$ (117,750.00)
105030-33110	Federal Grant	\$ 117,750.00		\$ 117,750.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 117,750.00	\$ 117,750.00	\$ -

Justification:

Budget adjustment recognizes moving for design of new bridge over Little Sugar Creek at Bella Vista Lake Park. Funds to be reimbursed by FEMA.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

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PLEASE RECYCLE





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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

418-7133

ACTION REQUIRED:

Bid award to American Soccer Company (Score Sports) for youth soccer uniforms for the fall 2020 and spring 2021 seasons in the amount of \$26,190.00. This is a budgeted item.

COST TO CITY:

Cost of this Request: \$26,190

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.

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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: 5/13/20
Re: Bid Award for Soccer Uniforms

Parks and Recreation is seeking council approval of a bid award of bid IFB-20-34 to American Soccer Company (Score Sports) for the purchase of soccer uniforms for the 2020 – 2021 Fall and Spring Soccer seasons. We anticipate our numbers to be approximately 1,850 participants in the fall and 2,400 in the spring during the 2020 – 2021 season. This is a budgeted item and all expenses are covered by participant registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696-0204 or email me at jstacey@bentonvillear.com.

Attachments:

Bid Tabulation



BID TABULATION:
IFB-20-34- BID OPENING
YOUTH AND ADULT SOCCER UNIFORMS FOR THE 2020/2021 SEASON
THURSDAY, APRIL 24, 2020
at 1:30 P.M

BIDDER NAME	TOTAL BID PRICE
American Soccer Company, Inc.	\$ 26,190.00
BSN Sports, LLC	\$ 67,378.16
Challenger Teamwear	\$ 45,841.28
Kalci Soccer	\$ 26,108.80
GMA Accessories Inc., DBA Capelli Sport	\$ 26,240.00

*The Parks and Recreation Department has selected the American Soccer Company, Inc. bid submission for award recommendation, based on evaluation of the submitted samples. Upon evaluation, the Department determined that American Soccer Company's submitted uniform type(s) was superior in overall quality, style options and color selection available, at a minimal cost difference.



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: March 9, 2020

NOTICE TO BIDDERS YOUTH AND ADULT SOCCER UNIFORMS FOR THE 2020-2021 SEASON

IFB-20-34

The City of Bentonville, Arkansas is accepting formal sealed bids for the purchase and delivery of youth and adult soccer uniforms for the 2020-2021 soccer season, with an approximate total of 2,500 uniforms ordered at various times throughout the year, for the Parks and Recreation Department. Uniforms should include the jersey, shorts, and socks and must have a variety color choices for the City to consider. The first order of uniforms must be delivered to the City on or prior to July 15, 2020. 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 12:30 P.M., Wednesday, April 1, 2020, at the Purchasing Office on the second floor of City Hall located at 117 West Central Avenue Bentonville, Arkansas 72712. Late submissions will be rejected, without exception.

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
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BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID (IFB)
YOUTH AND ADULT SOCCER UNIFORMS FOR THE 2020-2021 SEASON
IFB-20-34

Date of Issuance: **MARCH 9, 2020** Bid Number: **IFB-20-34**
Bid Opening Date: **APRIL 1, 2020** Bid Opening Time: **12:30 P.M.**

Questions regarding this bid should be directed to the Purchasing Office by emailing purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., MARCH 25, 2020.

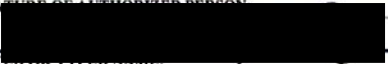
Bids must be received by the Purchasing Office prior to 12:30 P.M., APRIL 1, 2020 in a sealed envelope, clearly marked on the outside with Bid # IFB-20-34. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

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

EXECUTION OF BID

(REQUIRED FOR ACCEPTANCE 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: AMERICAN SOCCER COMPANY, INC.	PHONE NUMBER: 800-626-7774 EXT 1133	FAX NUMBER: 310-830-1916	EMAIL: VMARTINEZ@SCORESPORTS.COM
BUSINESS ADDRESS, STREETS: 726 E ANAHEIM STREET	CITY: WILMINGTON	STATE: CA	ZIP 90744
SIGNATURE OF AUTHORIZED PERSON: 		DATE: 4/7/2020	
PRINTED OR TYPED NAME: VANESSA MARTINEZ		TITLE: BID SPECIALIST	

ARKANSAS SALES OR USE TAX NUMBER: N/A

STATE CONTRACTORS LICENSE NUMBER (NOT REQUIRED FOR IFB-20-34): N/A



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

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of approximately 2500 custom style youth and adult soccer uniforms for the 2020-2021 season. Uniforms should include the jersey, shorts, and socks. Bidders must present a variety of color choices to the City.

The City of Bentonville requires that bidders include samples of all proposed products in their bid submission.

RESPONSE DOCUMENTS & REQUIREMENTS

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

- IFB document, all response fields complete.
- Samples of all proposed products, including sample jersey(s), short(s) and sock(s). Samples must be delivered prior to the bid opening date and time. Bidders should reference the 'Sample Submission Requirement' section of this IFB document for all requirements and information.

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

CONTRACT TERM:

Upon award, this bid shall remain active throughout the 2020-2021 youth soccer season. The awarded vendor will receive Purchase Orders throughout the season for various quantities, ranging from large orders to smaller orders, dependent on the City's needs and final participant registration numbers.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of approximately 2500 youth and adult soccer uniforms, for the 2020-2021 youth soccer season; delivery of the first order is required no later than July 15, 2020.

Uniforms should include the jersey, shorts, and socks. Jerseys and shorts should be approximately 100% Polyester; socks should be approximately 97% Polyester and 3% Rubber.

Bidders must present a variety of color choices for the City to choose from; as follows:

- Jerseys: A minimum of 16 (sixteen) color choices must be presented to the City;
- Shorts: Shorts must be black;
- Socks: A minimum of 10 (ten) color choices must be presented to the City.

The following design element requirements shall apply:

- Numbering on the back of the jerseys;
 - Numbering must be a minimum of seven (7) inches in height.
 - Numbering will be limited at two (2) numbers per jersey.
 - There shall be a one color logo on the back of the jersey; placement shall be the top, middle.
 - There shall be a one color logo on the front of the jersey; placement shall be the top, left crest.
 - There shall be a one color team name on the front of the jersey; placement shall be the center, middle.
- *Additional information regarding design elements is located in the SPECIFICATIONS section of this IFB document.

All uniforms must be bundled by team name and age group upon delivery to the City, marked in such a manner that City staff will be able to quickly identify the bundles.

**Please note sample requirements in the SAMPLE SUBMISSION REQUIREMENT section of this IFB document.*



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SAMPLE SUBMISSION REQUIREMENT

All Bidders are required to submit samples of all proposed products prior to the bid opening date and time; however, it is not necessary to submit a sample for each color option.

All samples become the property of the City of Bentonville.

- **SAMPLES WHICH ARE SUBMITTED SEPARATE (IN A SEPARATE PACKAGE) FROM THE BID DOCUMENT SUBMISSION:**

The City will accept IFB document and sample submissions in separate shipments/packages; however, all components (required samples and the completed IFB document) are required to be delivered prior to the bid opening date and time. Submissions received, of the completed IFB document or the required samples, after the bid opening date and time will result in a 'late submission' and will be rejected, without exception.

Any package containing the required samples, which is shipped separately from the completed IFB document submission, must clearly indicate the following information on the outside envelope:

- Solicitation Number (IFB-20-34)
- Company Name
- Identification that the package contains samples (ex. 'Required Sample Submission')

Any package which does not clearly state the above information on the outside envelope may not be recorded as submitted prior to the bid opening date and time, and may result in rejection. Bidders are responsible for the complete and accurate submission of all required components.

ANTICIPATED ORDER SCHEDULE

The City anticipates larger pre-season orders to be placed in Spring 2020, Winter 2021, and Spring 2021, with smaller orders placed mid-season or after registration for each session closes. Smaller order quantities will be placed throughout the season, most often mid-season or upon registration concluding and final participation and sizing data being gathered.

DELIVERY

The City of Bentonville requests delivery of the uniforms, as follows:

Approximate Order Placement	Requested Delivery Date/Timeline
First Pre-Season Order (Placed Spring 2020)	Delivery by July 15, 2020 (REQUIRED)
Second Pre-Season Order (Placed Winter 2021)	Delivery by February 14, 2021
Third Pre-Season Order (Placed Spring 2021)	Delivery by July 15, 2021
Smaller orders placed as needed	Delivered to the City within two (2) weeks of receiving the City's Purchase Order.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
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BENTONVILLE, ARKANSAS 72712

Delivery Continued..

If this schedule cannot be met, Bidder must state the number of days required to place products in the City's designated location, using the table below. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery dates. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas.

Approximate Order Placement	BIDDER'S RESPONSE DELIVERY DATE
First Pre-Season Order (Placed Spring 2020)	Delivery by <u>July 15, 2020</u> (Score Sports Guarantees Delivery at time requested)
Second Pre-Season Order (Placed Winter 2021)	Delivery by <u>February 14, 2021</u>
Third Pre-Season Order (Placed Spring 2021)	Delivery by <u>July 15, 2021</u>
Smaller orders placed as needed <i>While the City requests delivery within two (2) weeks, shorter delivery times are more favorable to the City.</i>	Delivered to the City within <u>5-7 days</u> Days / Weeks (circle one) of receiving the City's Purchase Order.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the Bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City that a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INVOICING

The awarded Bidder shall submit invoices to the City, at the remittance address below:

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

The City will provide payment, by check, within fourteen (14) days of receipt. Failure to submit an invoice to the address above may result in a delay in payment.

PAYMENT TERMS



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



Net 30 days



Other: _____



CITY OF BENTONVILLE, ARKANSAS
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BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

Company Name: AMERICAN SOCCER COMPANY, DBA SCORE SPORTS

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 than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

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

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



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

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE**

INSTRUCTIONS TO BIDDERS

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

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

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

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

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening, or within two (2) business days from receiving 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.



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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 Assistant Finance Director of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.



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15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

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

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.
21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.



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25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. **Termination for Convenience**
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. **Termination for Cause**
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. **Termination Due to Unavailability of Funds**
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.



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



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SPECIFICATIONS SECTION

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided. Bidders must also indicate or describe any item being offered to the City that does not meet specification but is being offered to the city as being an "EQUIVALENT" or a "SUBSTITUTE" item, to the City's specifications. Bidder must also provide other information where indicated.

PRODUCT SPECIFICATIONS		
SPECIFICATION DESCRIPTION	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.
General:		
<u>Quantity/Style:</u> Approximately 2500 custom soccer style uniforms	X	
<u>Fabric Blend:</u> Jersey and Shorts Approximately 100% Polyester	X	
<u>Fabric Blend: Socks</u> <u>Approximately 97% Polyester and 3% Rubber</u>		X
<u>Color: Jerseys</u> A minimum of 16 color options shall be presented to the City	X	
<u>Color: Shorts</u> Black	X	
<u>Color: Socks</u> A minimum of 10 color options shall be presented to the City.	X	
<u>Artwork:</u> - Numbering on the back of the jersey, minimum 7 inches (7") in height; - Numbering will be limited at two(2) numbers per jersey; - One color logo on the back of the jersey, top middle placement; - One color logo on the front of the jersey, top left crest placement; - One color team name on the front of the jersey, center middle placement. <i>Bidder will be asked, in a separate SPECIFICATIONS response field, to present the City with pricing for two and three color logos.</i>		X EQUIVALENT
<u>Artwork Design:</u> The awarded Bidder will provide artwork for Jersey names and numbers; some logos will be provided by the City. All artwork shall be approved by the City.	X	



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SPECIFICATION DESCRIPTION	Bidder must use this column to indicate " AS SPECIFIED " by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an " EQUIVALENT " or a " SUBSTITUTE " item being offered to the City.
<u>Delivery:</u> The first order shall be delivered to the City, no later than July 15, 2020 .		X In order to meet required delivery time Score Sports would need Logos and printing finalized before order placement and 2-4 weeks for complete turnaround including time in transit
Uniforms shall be bundled by team and age group, upon delivery of all orders.	X	
Unisex Sizing - Example of break-down sizing and quantity (NOT REPRESENTATIVE OF AN FINAL ORDER): City will work with the awarded Bidder to determine final quantities for each order the City places.		
Fall Season Example Quantity and Sizing: Quantity: 2,252 Youth Extra Small - 174 Youth Small - 614 Youth Medium - 608 Youth Large - 508 Adult Small - 254 Adult Medium - 52 Adult Large - 28 Adult Extra Large - 14	X	
Spring Season Example Quantity and Sizing: Quantity: 372 Youth Extra Small - 38 Youth Small - 118 Youth Medium - 109 Youth Large - 75 Adult Small - 23 Adult Medium - 6 Adult Large - 2 Adult Extra Large - 1	X	

REQUIREMENT FOR SUBMISSION OF SAMPLE
<i>All vendors are required to submit samples of all proposed products; however, it is not necessary to submit a sample for each color option. All samples become the property of the City of Bentonville.</i>
Will the required samples be included in the bid submission, or otherwise submitted prior to the bid opening date and time? ☐ YES ☐ NO



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SPECIFICATIONS CONTINUED..

STANDARD DELIVERY SPECIFICATIONS (RESPONSES REQUIRED)	
METHOD OF DELIVERY:	Standard UPS Ground
DELIVERY COST (PER DELIVERY):	\$ INCLUDED ON MAIN ORDER AND ORDERS OVER 20 UNITS
STANDARD PRODUCTION TIME:	Standard Production time for 150+ uniforms is 7-10 business days
BIDDER'S DELIVERY REQUIREMENTS: Bidders must use this space to describe all delivery requirements, including but not limited to: order minimums and pricing for various order volumes if applicable.	In order to meet required delivery time Score Sports would
	need Logos and printing finalized before order placement and
	2-4 weeks for complete turnaround including time in transit.
	Standard UPS Ground shipping will be included on Seasons
	1st Main Order only. Standard UPS Ground shipping on
	add-ons will be calculated and rates are determined by weight
	and speed of delivery.

RUSH ORDER SPECIFICATIONS (RESPONSES REQUIRED)	
METHOD OF DELIVERY:	*Shipping charges are based on weight, destination and priority. Orders are shipped via UPS; you can choose Overnight, Second Day Air, or 3 day Select for an additional charge.
RUSH ORDER SHIPPING COST:	\$ *varies by requested method of delivery
STANDARD PRODUCTION TIME:	2-3 days production on orders of 1-20 jerseys.
RUSH ORDER PRODUCTION TIME:	Add on orders of 1-20 require 2-3 days production
COST FOR RUSH ORDER PRODUCTION: <i>(In the event of higher than anticipated participation.)</i>	\$ Shipping fees are determined by method of delivery chosen <i>(Please indicate if the cost is a flat fee or a per unit fee)</i>



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SPECIFICATIONS CONTINUED..

ALTERNATE LOGO DESIGN PRICING OPTIONS – PER SHIRT (EXCLUDES TEAM NAME)		
Pricing should be conveyed as an additional charge, added to the one color logo bid prices in the event that the City wishes to incorporate additional colors in the logo.		
TWO-COLORED LOGO PRICING:	Back Logo: 8" white/black "Sponsor/Team Name"	\$ included* ADDITIONAL CHARGE, PER SHIRT.
Logo Locations:	Front Logo: 3.5" white/black	
Back of Jersey, Top Middle	"City logo" on left chest.	
Front of Jersey, Top Left Crest		
THREE-COLORED LOGO PRICING:	Back Logo: 8" 3-color "Sponsor/Team Name"	\$ 1.00/ application ADDITIONAL CHARGE, PER SHIRT
Logo Locations:	Front Logo: 3.5" 3-color	
Back of Jersey, Top Middle	"City logo" on left chest	
Front of Jersey, Top Left Crest		

*The first order must be **IN HAND** no later than July 15, 2020.*

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PRICING SHEET

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

Delivery will be made to the City of Bentonville Community Center, located at 1101 Southwest Citizens Circle, Bentonville, Arkansas 72712.

The Bid Award will be based on the lowest and most responsible Total Bid Price. The Total Bid Price shall be used for bid comparison purposes only; final quantities will be determined after award.

Interpretation of Quantities.

The quantities appearing are approximate only and are prepared for the comparison of bids; actual quantities may change based on the number of participants season. Payment to the awarded Bidder will be made only for the actual quantities ordered and accepted, as specified.

2020-2021 SOCCER SEASON YOUTH AND ADULT SOCCER UNIFORMS, AS SPECIFIED				
Line Number	Description	Unit Price (A)	Approx. Quantity (B)	Extended Price (A * B)
1	Youth Extra Small (Jersey, Shorts, Socks Set)	\$ <u>\$10.00</u>	212	\$ <u>\$2,120.00</u>
2	Youth Small (Jersey, Shorts, Socks Set)	\$ <u>\$10.00</u>	732	\$ <u>7,320.00</u>
3	Youth Medium (Jersey, Shorts, Socks Set)	\$ <u>\$10.00</u>	717	\$ <u>7,170.00</u>
4	Youth Large (Jersey, Shorts, Socks Set)	\$ <u>\$10.00</u>	583	\$ <u>5,830.00</u>
5	Adult Small (Jersey, Shorts, Socks Set)	\$ <u>\$10.00</u>	277	\$ <u>2,770.00</u>
6	Adult Medium (Jersey, Shorts, Socks Set)	\$ <u>\$10.00</u>	58	\$ <u>580.00</u>
7	Adult Large (Jersey, Shorts, Socks Set)	\$ <u>\$10.00</u>	30	\$ <u>300.00</u>
8	Adult Extra Large (Jersey, Shorts, Socks Set)	\$ <u>\$10.00</u>	15	\$ <u>100.00</u>
PRICE INCLUDES: SCORE CHOICE SOCCER JERSEY SYDNEY SHORTS NO. 117A AND SOLID SOCKS NO. 800		TOTAL BID PRICE (The sum of the extended prices; used for bid comparison purposes only)		
		\$ <u>26,190.00</u>		



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SAMPLE SUBMISSION REQUIREMENT

All Bidders are required to submit samples of all proposed products prior to the bid opening date and time; however, it is not necessary to submit a sample for each color option.

All samples become the property of the City of Bentonville.

- **SAMPLES WHICH ARE SUBMITTED SEPARATE (IN A SEPARATE PACKAGE) FROM THE BID DOCUMENT SUBMISSION:**

The City will accept IFB document and sample submissions in separate shipments/packages; however, all components (required samples and the completed IFB document) are required to be delivered prior to the bid opening date and time. Submissions received, of the completed IFB document or the required samples, after the bid opening date and time will result in a 'late submission' and will be rejected, without exception.

Any package containing the required samples, which is shipped separately from the completed IFB document submission, must clearly indicate the following information on the outside envelope:

- **Solicitation Number (IFB-20-34)**
- **Company Name**
- **Identification that the package contains samples (ex. 'Required Sample Submission')**

Any package which does not clearly state the above information on the outside envelope may not be recorded as submitted prior to the bid opening date and time, and may result in rejection. Bidders are responsible for the complete and accurate submission of all required components.

ANTICIPATED ORDER SCHEDULE

The City anticipates larger pre-season orders to be placed in Spring 2020, Winter 2021, and Spring 2021, with smaller orders placed mid-season or after registration for each session closes. Smaller order quantities will be placed throughout the season, most often mid-season or upon registration concluding and final participation and sizing data being gathered.

DELIVERY

The City of Bentonville requests delivery of the uniforms, as follows:

Approximate Order Placement	Requested Delivery Date/Timeline
First Pre-Season Order (Placed Spring 2020)	Delivery by July 15, 2020 (REQUIRED)
Second Pre-Season Order (Placed Winter 2021)	Delivery by February 14, 2021
Third Pre-Season Order (Placed Spring 2021)	Delivery by July 15, 2021
Smaller orders placed as needed	Delivered to the City within two (2) weeks of receiving the City's Purchase Order.



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

AGENDA FORM

CITY COUNCIL MEETING OF:

May 26, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

418-7133

ACTION REQUIRED:

Resolution authorizing the Mayor to enter in the Northwest Arkansas Razorback Greenway Alliance Agreement with other Northwest Arkansas municipalities.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: David Wright, Parks and Recreation Director
Date: 5/13/20
Re: Resolution authorizing the Mayor to enter into the Northwest Arkansas Razorback Greenway Alliance

Staff is recommending Council approve a resolution authorizing the Mayor to enter into an agreement with other Northwest Arkansas municipalities to formalize the Northwest Arkansas Razorback Greenway Alliance.

Since the trail opened in 2015, municipalities in Northwest Arkansas have managed and maintained their section of the trail. Each city was responsible for adding amenities such as benches, water fountains, art and other attractions to enhance the overall 40 mile experience.

Earlier this year, conversation started about promotion, logos, websites and more. This caused each community to come together to discuss the future of the amenity that has become such an integral part of our region. During these meetings, we found that although we had a solid maintenance agreement between all partners, we really do not have a management group to make decisions concerning the overall direction of the trail.

By wish of staff from each municipality, we wish to form a committee that includes a representative from each community that owns part of the Greenway. This group will have a regularly scheduled, formal meeting that is open to the public with recorded agendas and minutes. The groups will discuss overall projects, promotion and potential partnerships that can improve the Greenway and make it an even stronger asset for Northwest Arkansas.

The Northwest Arkansas Regional Planning Commission created the attached agreement. By request of the City of Springdale, it was reviewed and approved by the Arkansas Attorney General (*see attachment*). Other cities in Northwest Arkansas has

agreed to the alliance. The groups intends to begin formal meetings once each city has a resolution.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:

Northwest Arkansas Razorback Greenway Alliance Agreement



STATE OF ARKANSAS
ATTORNEY GENERAL
LESLIE RUTLEDGE

Opinion No. 2020-018

May 8, 2020

Ernest B. Cate, Esq.
Springdale City Attorney
201 Spring Street
Springdale, AR 72764

Dear Mr. Cate:

Pursuant to the Interlocal Cooperation Act,¹ you have requested my approval of a proposed "agreement for joint, cooperative undertakings associated with the operations and management of the Northwest Arkansas Razorback Greenway" (the "Greenway") between the cities of Fayetteville, Johnson, Springdale, Lowell, Rogers, Bentonville, and Bella Vista, Arkansas.

You have submitted a copy of the Agreement. It provides for establishment of the Northwest Arkansas Razorback Greenway Alliance (the "Alliance") to facilitate the cities' joint cooperation "to [ensure] and facilitate uniformity and consistency in the standards, operations, and management" of the Greenway as outlined in the Northwest Arkansas Razorback Greenway Operations and Management Plan previously adopted by each of the above-listed cities. You seek my approval pursuant to the statutory requirement that I approve the form of any interlocal agreement.²

¹ Ark. Code Ann. §§ 25-20-101 – 108 (Repl. 2014 and Supp. 2019).

² Ark. Code Ann. § 25-20-104(f) (Repl. 2014). The cities of Fayetteville, Johnson, Springdale, Lowell, Rogers, Bentonville, and Bella Vista clearly qualify as public agencies under Ark Code Ann. § 25-20-103(1)(B) (Supp. 2019) ("Public agency means any ... [p]olitical subdivision of this state").

With respect to the range of permissible agreements under the Interlocal Cooperation Act, subsection 25-20-104(a) provides in pertinent part that "[a]ny governmental powers, privileges, or authority exercised or capable of exercise by a public agency of this state alone may be exercised and enjoyed jointly with any other public agency of this state which has the same powers, privileges, or authority under the law"

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The Interlocal Cooperation Act requires that interlocal agreements for joint or cooperative action specify the following items:

- (1) The duration of the agreement;
- (2) The identity of any separate legal entity to conduct the undertaking;
- (3) The purposes of the agreement;
- (4) The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for it;
- (5) The methods of accomplishing termination of the agreement and for the disposal of property (if any) upon termination;
- (6) Any other necessary and proper matters.³

In addition, if the interlocal agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking, it must specify the following items:

- (1) The provision for an administrator or a joint board that will be responsible for administering the joint or cooperative undertaking; and
- (2) The manner of acquiring, holding, and disposing of real and personal property (if any) used in the joint or cooperative undertaking.⁴

Having reviewed the proposed Northwest Arkansas Razorback Greenway Agreement, I find that it meets all of the requirements set forth above. Accordingly, I hereby approve the interlocal agreement as submitted.

Sincerely,



LESLIE RUTLEDGE
Attorney General

³ Ark. Code Ann. § 25-20-104(c).

⁴ *Id.* at § 25-20-104(d).

NORTHWEST ARKANSAS RAZORBACK GREENWAY ALLIANCE AGREEMENT

AN AGREEMENT FOR JOINT, COOPERATIVE UNDERTAKINGS ASSOCIATED WITH THE OPERATIONS AND MANAGEMENT OF THE NORTHWEST ARKANSAS RAZORBACK GREENWAY, between the Cities of Fayetteville, Johnson, Springdale, Lowell, Rogers, Bentonville, and Bella Vista.

ARTICLE I – AUTHORIZATION

Under provisions of the Interlocal Cooperation Act, as amended, codified as A.C.A. 25-20-101, *et seq.*, the cities listed above, herein called the parties to this agreement, agree to join cooperatively to insure and facilitate uniformity and consistency in the standards, operations, and management of the Northwest Arkansas Razorback Greenway (the “Greenway”) consistent with the respective “Northwest Arkansas Razorback Greenway Operations and Management Plan” previously adopted by each City; and in furtherance of such joint cooperation, herewith form the Northwest Arkansas Razorback Greenway Alliance (the “Alliance”).

ARTICLE II – DURATION

The Alliance shall have a perpetual existence.

ARTICLE III - PURPOSE

The Northwest Arkansas Razorback Greenway was conceived, designed, and constructed as a world-class facility and an amenity of regional significance. During the planning phase, it was acknowledged by each city, that while each had its own operations and maintenance departments, a key to a sustainable quality Greenway over the length of the corridor would be a consistency of standards, cooperation and coordination and the building of enduring partnerships. Because of its unique regional characteristics, stewardship of the Greenway requires a non-traditional and uniquely cooperative approach to management and operations. Accordingly, each city adopted the “Northwest Arkansas Razorback Greenway Operations and Management Plan,” hereafter referred to as the “Plan,” which established uniform and consistent guiding principles of quality for maintenance, operational standards, management, signage, public information, promotion, and future improvements. Also included in the Plan was a commitment from each city to participate through membership in a regional committee as is established by this agreement, with the purpose of jointly and cooperatively facilitating the policies, goals, objectives, and recommendations outlined in the adopted Plan.

ARTICLE IV – FINANCING

Any contribution, bequest, gift or grant of funds to the work of the Alliance for Greenway associated purposes may be received and disbursed, pursuant to the budgeting

direction of the Alliance, through the Northwest Arkansas Regional Planning Commission (NWARPC), of which all signatories hereto are members. In no event shall any Alliance member be financially obligated without the consent of its governing body.

ARTICLE V - TERMINATION

This agreement shall continue in full force subsequent to its adoption by all signatory parties. Whenever one (1) member jurisdiction shall by resolution withdraw from the Alliance, this agreement shall cease to be in effect, and the Alliance considered dissolved. Any assets or funds set aside for the Alliance shall subsequently be disbursed to each of the seven (7) members in equal shares.

ARTICLE VI – MEMBERSHIP

- A. CONSTITUTION. The Alliance shall be governed by a seven (7) member Joint Board consisting of a representative of each city through which the Greenway traverses. The Board shall include the Mayor, or a representative designated by the Mayor of each city that is a member of the Alliance. The designated representative shall be responsible to the Mayor or to an agency of the City. All affirmative decisions of the Board shall require unanimous approval of the entire Board.
- B. TERMS. A Board member who is a Mayor may serve on the Board during his or her term of office as a member of the Alliance. A Board member who is the designated representative of a Mayor serves at the pleasure of the Mayor of the city. The term of such a member shall not extend beyond the term of the appointing public official. A new Mayor may designate the same person who served as the designated representative of a previous Mayor, as their designated representative to serve as a member.
- C. PAY AND EXPENSES. The members of the Board of the Alliance shall receive no salary or per diem.

ARTICLE VII – POWERS AND DUTIES

It shall be the duty of the Joint Board to cooperatively work to achieve the Purposes as set out in Article III hereof.

ARTICLE VIII – OFFICERS, MEETINGS, AND RULES

- A. OFFICERS. At its organizational meeting and at the first regular meeting of each fiscal year, the Board shall elect one of its members as Chairman, and one as Vice-Chairman.
- B. MEETINGS. The Board shall meet not less than quarterly at dates, times, and places to be established by the Board. All meetings shall be open to the public as

provided by Arkansas law, and shall be conducted pursuant to procedures established by the Board. A meeting may be called at the direction of the Chairman, or upon the direction of a majority of the members of the Board.

- C. **RULES.** Four (4) members of the Board shall constitute a quorum; however, decisions affecting the Greenway shall, in order to be affirmative, require unanimous approval of all Board members. The Board shall adopt rules for the transaction of business, and shall keep a complete record of its activities and business, which shall be a public record. The Board may avail itself of NWARPC services to convene meetings, provide accommodations, give appropriate public notice, keep records, and to provide needed financial services.

ARTICLE IX – AMENDMENT

This Agreement may be modified or amended in the same manner as this Agreement was adopted.

ARTICLE X – ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties.

In WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in their respective behalves on the signature dates set forth below.

1. CITY OF FAYETTEVILLE, ARKANSAS, BY: _____

DATE: _____

2. CITY OF JOHNSON, ARKANSAS, BY: _____

DATE: _____

3. CITY OF SPRINGDALE, ARKANSAS, BY: _____

DATE: _____

4. CITY OF LOWELL, ARKANSAS, BY: _____

DATE: _____

5. CITY OF ROGERS, ARKANSAS, BY: _____

DATE: _____

6. CITY OF BENTONVILLE, ARKANSAS, BY: _____

DATE: _____

7. CITY OF BELLA VISTA, ARKANSAS, BY: _____

DATE: _____

RESOLUTION _____

**A RESOLUTION AUTHORIZING MEMBERSHIP AND PARTICIPATION IN THE
NORTHWEST ARKANSAS RAZORBACK GREENWAY ALLIANCE**

WHEREAS, during the planning phase of the Northwest Arkansas Razorback Greenway, it was acknowledged that because of its unique regional characteristics, stewardship of the facility would require a non-traditional and uniquely cooperative approach to management and operations with integral involvement of all cities through which the Greenway traversed; and

WHEREAS, uniform and consistent guiding principles of quality for maintenance, operational standards, management, signage, public information, promotion, and future improvements were outlined in the "Northwest Arkansas Razorback Greenway Operations and Management Plan;" and

WHEREAS, the Plan, which was adopted by all cities in the corridor, included a commitment from each city to participate through membership in a regional committee with the purpose of jointly and cooperatively facilitating uniformity and consistency in the standards, operations, and management of the Greenway; and

WHEREAS, such joint cooperation is best achieved through provisions of the Interlocal Cooperation Act, as amended (A.C.A. 25-20-101 *et seq.*), through an agreement to create and participate in the Northwest Arkansas Razorback Greenway Alliance.

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

SECTION 1. That the Mayor be, and is hereby authorized to execute the "Northwest Arkansas Razorback Greenway Alliance Agreement," which is herewith approved and attached hereto.

SECTION 2. That said Agreement shall only become operative and in effect upon approval of all cities involved (Fayetteville, Johnson, Springdale, Lowell, Rogers, Bentonville, and Bella Vista).

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

Mayor

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

August 13, 2019

Submitted by:

Hadi Dudley

Department

Library Director

Phone

271-3194

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to amend an existing lease agreement with Doscientos Once, LLC DBA 211 Café to provide café services inside the Bentonville Public Library. This amendment was developed in response to the COVID-19 Pandemic.

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





Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
SUBJECT: A Resolution to amend City agreement for Library Café
DATE: May 14, 2020

Bentonville Public Library (BPL) and the City of Bentonville (City) seek City Council approval of a Resolution to amend an existing lease agreement with Doscientos Once, LLC DBA 211 Café, owned and operated by co-founders Mauricio and Norma Guerrero, for the purposes of providing certain levels of café services inside the library, in response to the COVID-19 pandemic.

City of Bentonville Lease Agreement
RFP-19-44, Café Services – Bentonville Public Library

August 13, 2019

City Council Resolution No. 81319E authorized the Mayor and City Clerk to enter into Lease Agreement.

September 11, 2019

Lease Agreement Executed.

In October 2019, an Amendment 1 to the Lease Agreement was executed. It clarified language regarding rent due date; the Amendment did not alter the terms of the original Lease Agreement.

May 12, 2020

Amendment 2 to Lease Agreement Executed.

Developed in response to the COVID-19 pandemic related to Bentonville Public Library's closure and limited service levels that also impact the Café inside the Library.

Amendment alters the terms of the original Lease Agreement to consider use of facility by square foot, limited capacity and shorter hours of operation, while providing a leveled plan for services and associated rental fees that are comparable to the Library's leveled service plan.

This is a temporary situation that may last several weeks or months until full services and operations resume and shall only be applicable during the COVID-19 pandemic.

If you have any questions regarding this request, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

Regards,

Hadi S. Dudley, Library Director
Bentonville Public Library



CITY OF BENTONVILLE, ARKANSAS

117 West Central Avenue Bentonville, Arkansas 72712

AMENDMENT TO CITY OF BENTONVILLE LEASE AGREEMENT

RFP-19-44 Bentonville Public Library Café Provider

This amendment (the "Amendment"), dated May (month) 12 (day), 2020 is made by the City of Bentonville, Arkansas ("City") and Doscientos Once, LLC DBA 211 Café ("Café"), parties to the City of Bentonville Lease Agreement, for the use and benefit of Bentonville Public Library, dated September 11, 2019 (the "Agreement").

1. The Agreement is Amended as Follows:

This Lease Amendment was developed in response to the COVID-19 pandemic pertaining to Bentonville Public Library's closure and limited service levels that also impact the Café inside the Library. The Amendments discussed herein shall only be applicable during the COVID-19 pandemic.

It considers use of facility by square foot, limited capacity and shorter hours of operation, while providing a leveled plan for services and associated rental fees that are comparable to the Library's leveled service plan.*

This is a temporary situation that may last several weeks or months until full services and operations resume. The duration of each level is determined by conditions and governmental directives which are subject to change.

The Café is expected to adhere to all State of Arkansas directives related to the food service industry. Additionally, Café and staff shall adhere to Library guidelines related to facility operations and public service.

The following adjustment shall be made to the structure of Lease payments, coordinating with BPL's Leveled Service Plan:

Level 4	Library Closed to the Public / Café Closed
\$0.00	
Level 3	Curbside / Walk-Up Services
\$313.50	Hours: Mon-Thurs, 10AM-6PM, Fri & Sat 10AM-4PM
	Library facility and restrooms remain closed to the public
	Veranda seating may be made available, as appropriate to conditions

Continued on the Following Page

<u>Level 2 Phase 1</u> \$475.00	<u>Limited Re-Opening of Facility</u> BPL will open facility for certain transactional services Regulated Entry & Social Distancing apply for all areas Hours: Mon-Thurs, 10AM-6PM, Fri & Sat 10AM-4PM Café capacity: 5 customers (estimated)
<u>Level 2 Phase 2</u> \$627.00	<u>Phased Reinstatement of Services</u> Regular hours of operation resume Regulated Entry & Social Distancing continues Some restrictions for spaces are lifted Café capacity: 10-15 customers (estimated)
<u>Level 1</u> \$950.00	<u>All normal, regular operations & services are supported.</u>

Café has the right to decline operating during Level 3 (curbside), and choose to operate only during Levels 2 and 1, when the library is open. In the event that Café chooses to operate during Level 3 (curbside), Café has the right to resume Level 4 (closure) until the Library initiates Level 2 Phase 1 (limited re-opening of facility). Café shall promptly, with as much notice as possible, inform the Library of its operational plans.

Routine cleaning and sanitizing of the Café common seating area and Library furnishings will be performed by the City's custodial team in Levels 1 and 2. Cleaning and sanitizing Café furnishings, equipment, countertops and kitchen space are the Café's responsibility.

*BPL's leveled service plan was developed by BPL librarians and is documented in the Library's COVID-19 Pandemic Procedure Manual. It is based on government and health information, as well as best practices in the library industry with special attention to everyone's health and safety. BPL's plan and procedures were endorsed by the Library Advisory Board on May 6, 2020.

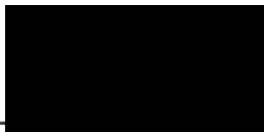
2. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail. This Amendment is retroactive to the beginning of the COVID-19 pandemic and is subject to approval by City Council.

THE CITY OF BENTONVILLE, ARKANSAS

BY: 

Name (printed): Stephanie Orman, Mayor

ONCE, LLC
211 CAFE

BY: 

Name (printed): Mauricio Guerrero

Title: Owner

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
AMEND AN EXISTING LEASE AGREEMENT WITH DOSCIENTOS
ONCE, LLC DBA 211 CAFÉ FOR CAFÉ SERVICES INSIDE THE
BENTONVILLE PUBLIC LIBRARY.**

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

Section 1: That the Mayor and City Clerk are hereby authorized to amend an existing agreement with Doscientos Once, LLC DBA 211 Café to lease certain property inside Bentonville Public Library for the specified purposes of providing certain levels of café services in response to the COVID-19 pandemic, more particularly described in the attached lease amendment and memo.

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

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

ATTEST

APPROVED

Linda Spence, CITY CLERK

Stephanie Orman, MAYOR