



Revised to correct Covid-19 message on page 1.

BENTONVILLE CITY COUNCIL AGENDA

Note – Due to health concerns related to COVID-19, some of all of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. Those who 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). 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 attending the meeting in person may be screened before being allowed to enter by having their temperature taken and by being asked a series of questions focusing on possible exposure to COVID-19. 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. 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 public comments remotely to cc.comments@bentonvillear.com by at least 1:00 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.

**Committee of the Whole
Bentonville Community Center
BCC Community Rooms**

**Monday, July 13, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on July 13, 2020:**

https://us02web.zoom.us/webinar/register/WN_Tf-HttXNSLO5c7ZjtCT1QA

**Regular City Council Meeting
Bentonville Community Center
BCC Community Rooms**

**Tuesday, July 14, 2020 6:00 p.m.
1101 Southwest Citizens Circle**

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on July 14, 2020:**

https://us02web.zoom.us/webinar/register/WN_f6HrIOu0TeiG19Oj1bW9dw

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: June 23, 2020

AGENDA

1. Financial Update – Jake Harper, Finance Director. **(Monday Night Only)**
2. Recognition by City Council of Joe Don and Jennifer Joyce who reside at 711 W Central Avenue. The property's landscaping was nominated by a Bentonville resident and is the July Residential Landscaping of the Month award winner.
(Pages 8-10)
3. Adoption of an ordinance providing for an alternative method to attest documents during the vacancy in the office of the City Clerk or any other time the Clerk is not available.
(Pages 11-12)
4. Planning:
 - 4a. **Ordinance accepting a property line adjustment of Lots 29-30, Block 1 of Crabtree Addition, Philip Cristofaro, NW B Street, R-1, Single Family Residential.**
(Pages 18-21)
The Planning Commission voted 7-0, recommending approval.

A property line adjustment of old Lot 3 and the north 45 feet of old Lot 6, Block 1 of Crabtree Addition, creating new Lots 29 and 30 (both approximately 0.16 acres each). The plat dedicates a 15-foot utility easement along the street frontage, as well as right-of-way to meet the requirements of the Master Street Plan. NW B Street is classified as a Local street. In addition, Board of Adjustment approved a variance for the minimum lot width for both lots on April 22, 2020.
 - 4b. **Ordinance accepting a property line adjustment of Lot 59 of Chardonnay Subdivision, Iqbal Singh Makkar, SW Chardonnay Boulevard, R-1, Single Family Residential.**
(Pages 22-25)
The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 23-25 of Chardonnay Subdivision creating new Lot 59 (+/- 0.64 acres). The plat dedicates right-of-way along SW Chardonnay Boulevard and SW 4th Street to meet the requirements of the Master Street Plan. Both streets are designated as a Local street.
 - 4c. **Ordinance accepting a property line adjustment of Lot 22, Block G of Orchard Addition, Table at the Station, LLC, 409 SE 6th Street, DN-4, Downtown Mixed-Use Residential.**
(Pages 26-29)
The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 18 and 19, Block G of Orchard Addition, creating new Lot 22 (+/- .477 acres). The plat dedicates right-of-way along SE 6th Street to meet the requirements of the Master Street Plan. This plat is related to the Table at the Station large scale development (LSD20-0040).

- 4d. **Ordinance accepting a property line adjustment of Lot 19, Block 2 of Lincoln & Rice Addition, Dwayne Lawler, 108 NE F Street, R-1, Single Family Residential.**

(Pages 30-32)

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of parts of Lots 5 and 6, Block 2 of Lincoln & Rice Addition, creating new Lot 19, Block 2 (+/- 0.17 acres). The plat dedicates a 10-foot utility easement along NE F Street and a 5-foot utility easement along NE 2nd Street.

- 4e. **Ordinance changing real estate from R-1, Single Family Residential to R-O, Residential Office, Bentonvest Fund IV, LLC, SW 5th Street and SW F Street.**

(Pages 33-35)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. According to the Bentonville Community Plan, Medium-Density Residential areas typically include townhome, duplex, or multi-family uses. These areas may also include local amenities for residents. According to the applicant's narrative, the intent of the rezoning request is to provide parking to surrounding properties through a related Conditional Use Permit. Section 401.07 of the Zoning Code describes the Residential Office zoning district as a transition area where the continuation of residential activity is no longer practical between residential and non-residential uses. Residential Office zoning districts are meant to serve as a buffer between lower density residential uses and higher density residential and commercial uses. This property can serve as a buffer between residential uses, such as the multi-family developments to the north and east, and the existing Walmart Home Office. In addition, the allowable uses within the R-O zoning district, such as duplexes, small-scale commercial, and amenities such as parks or parking lots, align well with the Future Land Use designation of Medium-Density Residential. As such, staff recommends approval of the rezoning request.

- 4f. **Ordinance changing real estate from R-1, Single Family Residential to DN-1, Downtown Low-Density Residential, Bill Stuckey, 107 SW F Street.**

(Pages 36-38)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties and align with the City's Comprehensive Plan for this area. According to the applicant's narrative, they intend to construct their personal single-family home at this location. The DN-1 zoning district only allows for single-family homes. Due to the

site's compatibility with the Future Land Use Plan and compatibility to surrounding uses, staff recommends approval of the rezoning request.

- 4g. **Ordinance changing real estate from C-2, General Commercial and PUD, Planned Unit Development to R-3, Medium Density Residential, KCG BV, LLC, SW Buckeye Street and SW Juniper Avenue.**

(Pages 39-41)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial and High Density Residential. High Density Residential areas include multi-family housing with varying densities. General Commercial areas include uses that serve both nearby residents and those coming from other parts of the community. According to the applicant's narrative, the owner intends on constructing townhomes at this location. The site is in close proximity to SW Regional Airport Boulevard, an Arterial road per the Master Street Plan. In addition, there are existing townhomes and multi-family units directly south of the property. Due to the site's general compatibility with the Future Land Use Plan, its proximity to an Arterial road, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.

- 4h. **Ordinance changing real estate from DN-2, Downtown Medium-Density Residential to PRD, Planned Residential Development, Tylluan, LLC, Fillmore Street and Valley Street.**

(Pages 42-53)

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. Medium Density Residential areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. At four units per acre, the proposed density and character of this Planned Residential Development is compatible with the Future Land Use Plan. Because the proposed Planned Residential Development is compatible with surrounding single-family uses in the neighborhood and the Future Land Use Plan, staff recommends approval.

- 4i. **Ordinance accepting a final plat of Rolling Acres Phase 3.**

(Pages 54-58)

The Planning Commission voted 7-0, recommending approval on June 2, 2020.

The final plat consist of nine lots: eight single-family lots and one large lot for future phases and named Rolling Acres Phase 3 Subdivision. The plat dedicates a varying width drainage easement along the southern lot lines of the new lots. All non-bondable items and guarantees of improvements must be completed and a final inspection preformed and approved prior to final plat approval.

5. **Tabled at owner's request from the June 23, 2020 City Council Meeting.** Appeal to a planning commission decision for a rezoning request by Brannon, Esslinger, & Crystal Creek Realty, LLC of property located at 306 SE 2nd Street and 301, 303, and 305 SE Henry Street. A rezoning request from R-1, Single-

- Family Residential to DN-3, Downtown High-Density Residential. The Planning Commission voted to deny the request from its present classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential by a vote of 5-1. **(Pages 59-81)**
6. Staff recommends ordinance approval by City Council for a public parking space encroachment ordinance to temporarily allow the placement of tables, chairs, and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments through January 1, 2021. **(Pages 82-88)**
 7. Public hearing and ordinance vacating a Utility Easement requested for Lots 23, 24 and 25 of Chardonnay Subdivision (VAC20-0010). **(Pages 89-93)**
 8. Resolution setting a public hearing for July 28, 2020 for a Utility Easement Vacation requested for Lot 301 of Windwood Subdivision Phase 6 (VAC20-0011). **(Pages 94-96)**
 9. Resolution setting a public hearing for July 28, 2020 for a Drainage Easement Vacation requested for Lot 2 of Silver Leaf Addition (VAC20-0017). **(Pages 97-99)**
 - 10a. Resolution authorizing the Mayor to enter into an amended agreement with Crafton, Tull & Associates, Inc. for Amendment 3 to the Master Services Agreement for the design of Tributary 2 Drainage Improvements. The cost of this Amendment is \$60,720.00. **(Pages 110-109)**
 - 10b. Budget Adjustment for Amendment 3 to Crafton, Tull & Associates, Inc. Master Service Agreement for Tributary 2 Phase 2 Project. The Cost of the Amendment is \$60,720.00, which \$30,360.00 will be paid from the Bond Account and the remaining \$30,360.00 will come from street reserves. **(Pages 110-111)**
 - 11a. Bid award of bid IFB-20-53 in the amount of \$725,261.32 to Decco Contractors for the City's 2020 overlay program. Please see attachments. **(Pages 112-163)**
 - 11b. Budget adjustment for bid award IFB-20-53 in the amount of \$25,261.32 to Decco Contractors for the 2020 Overlay program. **(Pages 164-165)**
 12. Bid Award IFB-20-47 to Time Striping Inc. for street pavement markings at the unit prices as listed in the bid document. Please see attachments. **(Pages 166-189)**
 13. Bid award IBF-20-52 to Riggs Cat for the lease of (2) backhoes. Please see attachment.
 14. Bid Award #IFB-20-49 in the amount of \$457,070.00 to MHC Kenworth-Volvo for (2) Belly Plow Dump Trucks. Please see attachments. **(Pages 190-232)**
 15. Appointment of Daniel Hintz to the City of Bentonville's Advertising & Promotion Commission for a 4-year term. Term expires December 31, 2024. **(Pages 310-313)**
 16. Ordinance for a waiver of the bid process for IFB-20-11 due to no response from bid solicitations. One quote (not bid) was received from Roofing Systems, Inc. of Springdale for a total \$142,000.00 (tax included) for roofing four buildings per specifications. This is a 2020 budgeted item. **(Pages 314-320)**

17. Ordinance for a waiver of bid (A) and a Budget Adjustment Request (B). This is a two-part Agenda Item to allow for the implementation of a body worn camera system to outfit 60 police officers. This proposed body worn camera system (BWC) will work in conjunction with our current Panasonic dash cameras, as installed in our marked patrol units. The cameras and required hardware have already been "bid and approved" through Arkansas State Contract 4600035726/NASPO contract MNWNC-124 and Turn Key Mobile is the designated provider. The pricing for these cameras and hardware is estimated at \$130,447.00 (tax included). The additional required data storage for the video can be sourced independently and is estimated at \$18,661.00 (tax included). A waiver of bid to Turn-Key Mobile (A) for the certified installation, pairing, setup and configuration services associated with the project is estimated at \$33,342.00 (tax included). Note that the installation, pairing, setup and configuration services are required for use of these items; however, they are not listed as line items on the State Contract. Because Turn-Key Mobile is the State Contract Vendor furnishing the items, it would not be practicable to separately contract another provider for the services related to the use and installation of the items. The budget adjustment (B) for the total project amount is \$182,450.00. A body worn camera policy is pending and will be presented to City Council for review and approval prior to the actual implementation of this project. **(Pages 321-328)**
18. Budget Adjustment to accept and recognize 84 vehicle insurance settlements from Arkansas Municipal League (ARML) and apply these settlement amounts to our Vehicle Maintenance account. The settlement was the result of three separate claims to include a May 4th, 2020 hail storm, a May 22nd, 2020 collision, and a June 1st, 2020 protest. The May 4th hail storm damaged 85 vehicles and payment has been received for 81 of these vehicles. The insurance settlement amount for these 81 vehicles (not including 4 pending claims) is \$281,068.00. The May 22nd collision involved 1 vehicle and occurred when an on duty officer struck a pole in parking lot. The insurance settlement for this parking lot collision is \$2,439.00. The June 1st protest resulted in protest participants damaging 2 police vehicles. The insurance settlement for these 2 vehicles is \$6,356.00. All amounts are after applicable deductibles. The total settlement amount, as received by the City, for the above described vehicle damages is \$289,864.00. This settlement amount will cover the cost of all repairs and any loss of value related to the damages. **(Pages 329--330)**
19. Budget adjustment, in the amount of \$191,835.64, to allow for ten (10) custodians positions to be transferred from the Public Works Maintenance to Parks and Recreation. This budget adjustment is only a transfer of funds. There are no new funds being requested. **(Pages 331-334)**
20. Resolution to enter into a Contract with Gallagher Benefit Services, Inc. as the City's Healthcare Consultant/Benefits Broker. The fees associated with this request are contained in the 2020 Budget; no additional funds are needed. See attached documents for additional information. **(Pages 335-348)**
21. Ordinance approving a waiver of bid to extend pricing from Bid Award IFB 19-66 for single-phase transformers for the remainder of 2020, for Techline as shown on attached break down. **(Pages 349-353)**

22. Ordinance approving a waiver of bid to extend pricing from Bid Award IFB 19-67 for 3-phase transformers for the remainder of 2020, for Techline as shown on attached break down. **(Pages 354-358)**
23. Ordinance approving a waiver of bid to extend pricing from Bid Award IFB 19-68 for pole mounted transformers for the remainder of 2020, for American Electric and Techline as shown on attached break down. **(Pages 359-363)**
24. Resolution authorizing the Mayor and City Clerk to enter into a Master Development Agreement with Walmart Inc. related to the Global Home Office project. This agreement will outline general concepts and a willingness to work together related to the Global Home Office project. The parties anticipate that further agreements related to specific portions of the project will come to the Council in the form of addendums to this Master Development Agreement. **(Pages 364-374)**
25. Ordinance regarding the use of masks in relation to the COVID-19 pandemic. **(Pages 375-376)**



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Danielle Semsrott

Department

Comprehensive Planning

Phone

(479) 271-6827

ACTION REQUIRED:

Recognition by City Council of Joe Don and Jennifer Joyce who reside at 711 W Central Avenue. The property's landscaping was nominated by a Bentonville resident and is the July Residential Landscaping of the Month award winner.

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

Date: July 8, 2020

To: Bentonville City Council

From: Danielle Semsrott, AICP, Senior Planner

RE: Residential Landscaping of the Month Award

Dear Bentonville City Council,

The Residential Landscaping of the Month Award recognizes the hard work and pride exhibited by Bentonville residents because we are proud to have a community that strives to beautify their homes, neighborhoods, and the City of Bentonville.

The award was created to recognize Bentonville residents who have improved and maintained the exterior landscaping of their homes. The award is intended to inspire others to take pride in their home, improve their landscaping, pick up litter, and to improve the quality of life in the City of Bentonville.

The evaluation criteria are based on five categories: consistent maintenance, tasteful and creative landscaping, lawn accents, good use of seasonal color, and overall appearance.

The winners for the month of July in the residential category are Joe Don and Jennifer Joyce, who reside at 711 W Central Avenue. The property was nominated by a Bentonville resident.

In September 2017, while at dinner at Oven and Tap, the Joyce's decided it was time to become part of the downtown Bentonville community. They are NWA natives and local business owners of Foster Roofing. Their desire was to be located on Central Avenue because of its beauty. Within a few weeks after that dinner, they were lucky to find and purchase 711 West Central Avenue, the Dickson House.

Built in 1915, the house had no landscaping or irrigation. The Joyce's contracted with Irrigation Specialists to install the irrigation system as well as install the landscape design, which was developed by Marcella Williams, with Williams Design Build. Jennifer knew she wanted color and to accent the huge beautiful evergreen tree in the front yard. The yard is cared for by JR Cooper with Try Me Lawns.

Award winners are honored by the Mayor with a certificate and are presented with a decorative yard sign designating their landscaping as a winner. A photograph of the award winning landscaping will be placed in the next edition of the City of Bentonville's newsletter, the Bentonville Focus.

Respectfully,

Danielle

Danielle Semsrott, AICP
Senior Planner





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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

George Spence

Department

City Attorney

Phone

273-2777

ACTION REQUIRED:

Adoption of an ordinance providing for an alternative method to attest documents during the vacancy in the office of the City Clerk or any other time the Clerk is not available.

COST TO CITY:

Cost of this Request: Minimal*

Additional Budget Amount: None

☐ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	-
Budget Adjustment	None
Remaining After Adjustment	\$ -

* There are some minor attorney fees related to this, which will be paid out of the budget for professional fees.

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



ORDINANCE NO. _____

**AN ORDINANCE PROVIDING FOR AN ALTERNATIVE METHOD TO ATTEST
DOCUMENTS DURING THE VACANCY IN THE OFFICE OF THE CITY CLERK
OR ANY OTHER TIME THE CLERK IS NOT AVAILABLE**

WHEREAS, the City Clerk has resigned effective July 10, 2020, and

WHEREAS, one of the functions of the City Clerk is to attest to the Mayor's signature on ordinances, resolutions, and other documents relating to City business, and

WHEREAS, the City Clerk's position may not be immediately filled, and

WHEREAS, it would also be appropriate to provide for the Mayor's signature to be attested on various documents in the absence of the City Clerk.

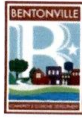
**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF BENTONVILLE, ARKANSAS:**

Section 1. That during the vacancy in the office of the City Clerk, or at any other time when determined to be appropriate, any ordinance, resolution, contract, plat, or other document on which the City Clerk typically attests the Mayor signature may be attested instead by any other elected official of the City, by the elected official signing his or her name, indicating their title, and noting this ordinance (e.g. "/s/ John Doe, Council Member, per Ordinance No. O-2020-___").

PASSED AND APPROVED THIS _____ DAY OF _____, 2020.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
City Clerk



City Council Agenda Items
For City Council Meeting of July 14, 2020
From the July 7, 2020 Planning Commission Meeting

Ordinance accepting a property line adjustment of Lots 29-30, Block 1 of Crabtree Addition, Philip Cristofaro, NW B Street, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of old Lot 3 and the north 45 feet of old Lot 6, Block 1 of Crabtree Addition, creating new Lots 29 and 30 (both approximately 0.16 acres each). The plat dedicates a 15-foot utility easement along the street frontage, as well as right-of-way to meet the requirements of the Master Street Plan. NW B Street is classified as a Local street. In addition, Board of Adjustment approved a variance for the minimum lot width for both lots on April 22, 2020.

Ordinance accepting a property line adjustment of Lot 59 of Chardonnay Subdivision, Iqbal Singh Makkar, SW Chardonnay Boulevard, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 23-25 of Chardonnay Subdivision creating new Lot 59 (+/- 0.64 acres). The plat dedicates right-of-way along SW Chardonnay Boulevard and SW 4th Street to meet the requirements of the Master Street Plan. Both streets are designated as a Local street.

Ordinance accepting a property line adjustment of Lot 22, Block G of Orchard Addition, Table at the Station, LLC, 409 SE 6th Street, DN-4, Downtown Mixed-Use Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of Lots 18 and 19, Block G of Orchard Addition, creating new Lot 22 (+/- .477 acres). The plat dedicates right-of-way along SE 6th Street to meet the requirements of the Master Street Plan. This plat is related to the Table at the Station large scale development (LSD20-0040).

Ordinance accepting a property line adjustment of Lot 19, Block 2 of Lincoln & Rice Addition, Dwayne Lawler, 108 NE F Street, R-1, Single Family Residential.

The Planning Commission voted 7-0, recommending approval.

A property line adjustment of parts of Lots 5 and 6, Block 2 of Lincoln & Rice Addition, creating new Lot 19, Block 2 (+/- 0.17 acres). The plat dedicates a 10-foot utility easement along NE F Street and a 5-foot utility easement along NE 2nd Street.

Ordinance changing real estate from R-1, Single Family Residential to R-O, Residential Office, Bentonvest Fund IV, LLC, SW 5th Street and SW F Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. According to the Bentonville Community Plan, Medium-Density Residential areas typically include townhome, duplex, or multi-family uses. These areas may also include local amenities for residents. According to the applicant's narrative, the intent of the rezoning request is to provide parking to surrounding properties through a related Conditional Use Permit. Section 401.07 of the Zoning Code describes the Residential Office zoning district as a transition area where the continuation of residential activity is no longer practical between residential and non-residential uses. Residential Office zoning districts are meant to serve as a buffer between lower density residential uses and higher density residential and commercial uses. This property can serve as a buffer between residential uses, such as the multi-family developments to the north and east, and the existing Walmart Home Office. In addition, the allowable uses within the R-O zoning district, such as duplexes, small-scale commercial, and amenities such as parks or parking lots, align well with the Future Land Use designation of Medium-Density Residential. As such, staff recommends approval of the rezoning request.

Ordinance changing real estate from R-1, Single Family Residential to DN-1, Downtown Low-Density Residential, Bill Stuckey, 107 SW F Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties and align with the City's Comprehensive Plan for this area. According to the applicant's narrative, they intend to construct their personal single-family home at this location. The DN-1 zoning district only allows for single-family homes. Due to the site's compatibility with the Future Land Use Plan and compatibility to surrounding uses, staff recommends approval of the rezoning request.

Ordinance changing real estate from C-2, General Commercial and PUD, Planned Unit Development to R-3, Medium Density Residential, KCG BV, LLC, SW Buckeye Street and SW Juniper Avenue.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial and High Density Residential. High Density Residential areas include multi-family housing with varying densities. General Commercial areas include uses that serve both nearby residents and those coming from other parts of the community. According to the applicant's narrative, the owner intends on constructing townhomes at this location. The site is in close proximity to SW Regional Airport Boulevard, an Arterial road per the Master Street Plan. In addition, there are existing townhomes and multi-family units directly south of the property. Due to the site's general compatibility with the Future Land Use Plan, its proximity to an Arterial road, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.

Ordinance changing real estate from DN-2, Downtown Medium-Density Residential to PRD, Planned Residential Development, Tylluan, LLC, Fillmore Street and Valley Street.

The Planning Commission voted 7-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. Medium Density Residential areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. At four units per acre, the proposed density and character of this Planned Residential Development is compatible with the Future Land Use Plan. Because the proposed Planned Residential Development is compatible with surrounding single-family uses in the neighborhood and the Future Land Use Plan, staff recommends approval.

Ordinance accepting a final plat of Rolling Acres Phase 3.

The Planning Commission voted 7-0, recommending approval on June 2, 2020.

The final plat consist of nine lots: eight single-family lots and one large lot for future phases and named Rolling Acres Phase 3 Subdivision. The plat dedicates a varying width drainage easement along the southern lot lines of the new lots. All non-bondable items and guarantees of improvements must be completed and a final inspection preformed and approved prior to final plat approval.



Consent Agenda Items

For Planning Commission meeting of July 7, 2020

Reviewer: Tyler Overstreet, AICP, Senior Planner

- ❖ At the Technical Review meeting held on June 30, 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.

Property Line Adjustment: Lots 29-30, Block 1 of Crabtree Addition, Philip Cristofaro, NW B Street, R-1, Single Family Residential, PLA20-0020

A property line adjustment of old Lot 3 and the north 45 feet of old Lot 6, Block 1 of Crabtree Addition, creating new Lots 29 and 30 (both approximately 0.16 acres each). The plat dedicates a 15-foot utility easement along the street frontage, as well as right-of-way to meet the requirements of the Master Street Plan. NW B Street is classified as a Local street. In addition, Board of Adjustment approved a variance for the minimum lot width for both lots on April 22, 2020.

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

Property Line Adjustment: Lot 59 of Chardonnay Subdivision, Iqbal Singh Makkar, SW Chardonnay Boulevard, R-1, Single Family Residential, PLA20-0032

A property line adjustment of Lots 23-25 of Chardonnay Subdivision creating new Lot 59 (+/- 0.64 acres). The plat dedicates right-of-way along SW Chardonnay Boulevard and SW 4th Street to meet the requirements of the Master Street Plan. Both streets are designated as Local street.

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

Property Line Adjustment: Lot 22, Block G, Orchard Addition, Table at the Station, LLC, 409 SW 6th Street, DN-4, Downtown Mixed-Use Residential, PLA20-0033

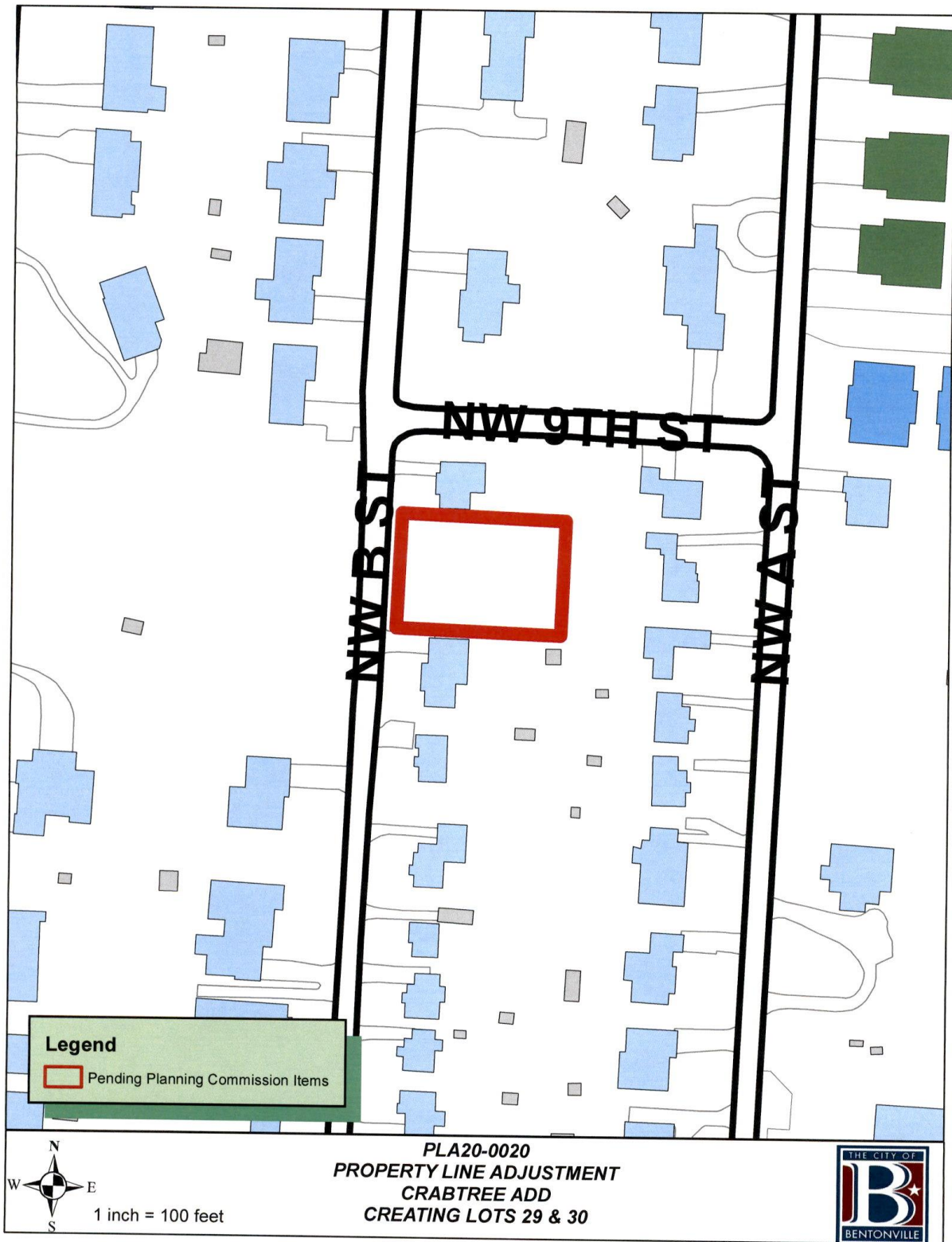
A property line adjustment of Lots 18 and 19, Block G of Orchard Addition, creating new Lot 22 (+/- .477 acres). The plat dedicates right-of-way along SE 6th Street to meet the requirements of the Master Street Plan. This plat is related to the Table at the Station Large Scale Development (LSD20-0040).

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

Property Line Adjustment: Lot 19, Block 2, Lincoln & Rice Addition, Lawler, 108 NE F Street, R-1, Single-Family Residential, LS20-0028

A property line adjustment of parts of Lots 5 and 6, Block 2 of Lincoln & Rice Addition, creating new Lot 19, Block 2 (+/- 0.17 acres). The plat dedicates a 10-foot utility easement along NE F Street and a 5-foot utility easement along NE 2nd Street.

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



PROPERTY LINE ADJUSTMENT OF LOT 3 AND THE NORTH 45 FEET OF LOT 6, BLOCK 1 OF THE FINAL PLAT OF CRABTREE ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT BOOK A, PAGE 109 (09/25/1947), AS FILED IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER.

CREATING LOT 29 & 30

GENERAL NOTES

- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- OWNER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- SEWER ALIENS SHALL BE THE RESPONSIBILITY OF THE BUILDING OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- ALL UTILITIES SHALL BE DEEPER THAN ANY FOUNDATIONS AND APPROVAL ANY FUTURE STRUCTURES MUST BE APPROVED BY BEUD PRIOR TO A BUILDING PERMIT.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

Variance approved @ 856 NW B Street VARIANCE/NOT

- New Lot 29 & 30 were approved for a minimum lot width of 47.75 feet each, which is a variance of 12.21 feet on each lot.
- The northern setback of 650 NW B Street was approved for a 5 foot setback, which is a variance of 2 feet.
- The northern setback of 650 NW B Street was approved for a 5 foot setback, which is a variance of 2 feet.

The following conditions apply:

- The approved variance shall be for the proposed layout and setbacks as provided by the applicant within this plat.
- The applicant shall be required to obtain an approved incidental subdivision through the Planning Commission.
- The applicant shall be required to obtain an approved building permit prior to construction.
- Any easement or other right that encroaches closer than 5 feet to the property line would have to be fire-rated with no openings on the adjacent wall.

PROPERTY USE R-1:
Single Family Residential

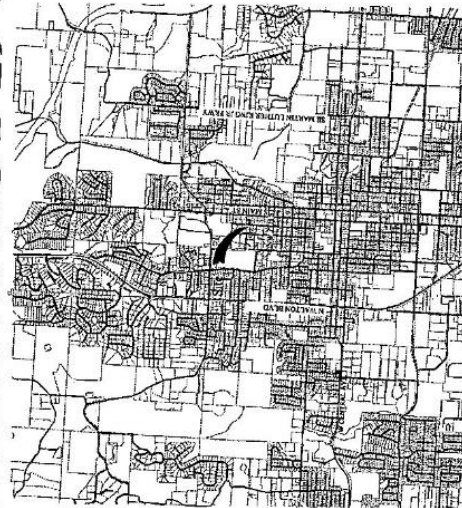
PROPERTY LINE ADJUSTMENT
CREATES TWO BUILD-ABLE LOT

MINIMUM SQ FOOTAGE
6000 SQ FT

BUILDING SETBACKS

Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more information, visit www.BentonvillePlanning.com or call the Planning Department at 479-271-3122.

FLOOD ZONE:
THIS PROPERTY IS LOCATED IN ZONE X, BEING OUTSIDE THE 100-YEAR FLOOD ZONE, AS GRAPHICALLY DEPICTED ON F.I.R.M. MAP NUMBER 05007C00901 DATED SEPT 9, 2007.



CERTIFICATE OF APPROVAL
PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

BENTONVILLE PLANNING COMMISSION CHAIRMAN

MAYOR, CITY OF BENTONVILLE

CITY CLERK, CITY OF BENTONVILLE

BASIS OF BEARING:
ARKANSAS STATE PLANE, NORTH ZONE, NAD 83 GRID,

SEC-30, T-20-N, R-30-W
ATLAS PAGE #361
BENTONVILLE, AR

I, Mike Milligan, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown herein actually exist and their location, type and construction conforms with the Arkansas Minimum Standards for Land Surveyors have been met.

Date of Execution: _____

Signed: _____
Mike Milligan Registered Land Surveyor
No. 1519
State of Arkansas

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

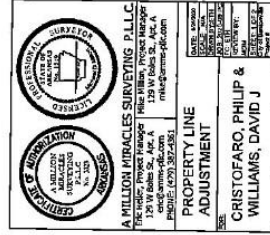
DATE OF EXECUTION: _____

SIGNED: _____

CHRISTOFARO, PHILIP

SIGNED: _____

WILLIAMS, DAVID J





ORIGINAL DEED DESCRIPTION
ALL OF LOT 3 AND THE NORTH 45 FEET OF LOT 6
BLOCK 1 OF THE CRABTREE ADDITION FINAL PLAT,
TO THE CITY OF BENTONVILLE, BENTON COUNTY,
AR. AS SHOWN ON PLAT RECORD BOOK A PAGE 109
(09/25/1947), AS FILED IN THE OFFICE OF THE CIRCUIT
CLERK AND EX-OFFICIO RECORDER

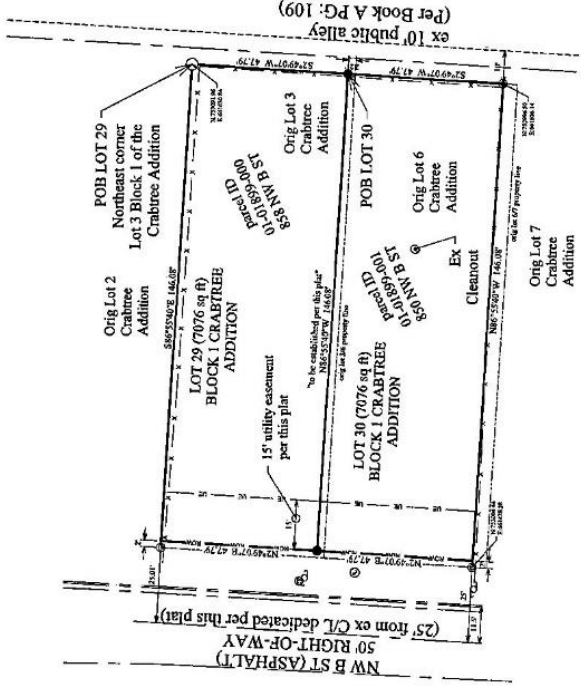
01-01899-001 LOT 30 DESCRIPTION
THE NORTH 45 FEET OF LOT 6 AND THE SOUTH
2.21 FEET (7076 SQ. FT.) OF LOT 3 BLOCK 1 OF
THE CRABTREE ADDITION FINAL PLAT, TO THE
CITY OF BENTONVILLE, BENTON COUNTY, AR.
AS SHOWN ON PLAT RECORD BOOK A PAGE 109
(09/25/1947), AS FILED IN THE OFFICE OF THE
CIRCUIT CLERK AND EX-OFFICIO RECORDER,
AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS: BEGINNING AT A 5/8" REBAR
CAP #1519 LOCATED SOUTH S02°49'07"W 47.79'
FROM THE NORTHEAST CORNER OF SAID LOT
3 BLOCK 1 OF THE CRABTREE ADDITION,
THENCE S02°49'07"W 47.79' ALONG THE EAST
LINE OF SAID LOT 3 AND 6 TO A 5/8" REBAR
CAP#1519; THENCE LEAVING SAID EAST LINE
AND RUNNING N86°55'40"W 146.08' TO THE
EAST RIGHT-OF-WAY LINE OF NW B ST.
THENCE N02°49'07"E 47.79' ALONG SAID EAST
RIGHT-OF-WAY TO A 5/8" REBAR CAP #1519;
THENCE LEAVING SAID RIGHT-OF-WAY LINE
AND RUNNING S86°55'40"E 146.08' TO THE
POINT OF BEGINNING, CONTAINING 7076 SQ. FT.,
MORE OR LESS.

PROPERTY OWNER
01-01899-000
CHRISTOPHER, PHILIP & JENNIFER
123 W. Main St., Apt. A
BENTONVILLE, AR 72712

PROPERTY OWNER
01-01899-001
WILLIAMS, DAVID JAMES & MELINDA LONG
123 W. Main St., Apt. A
BENTONVILLE, AR 72712

1 MILLION MIRACLES SUBMITTING, PLLC
123 W. Main St., Apt. A
BENTONVILLE, AR 72712
PHONE: (479) 364-4561
mrc@1millionmiracles.com

PROPERTY LINE ADJUSTMENT
DATE: 12/27/2023
BY: [Signature]
FOR: [Signature]
WITNESSES: [Signatures]
NOTARY: [Signature]
COUNTY: BENTON COUNTY, AR
STATE: ARKANSAS



01-01899-000 LOT 29 DESCRIPTION
THE NORTH 47.49 FEET (7076 SQ. FT.) OF LOT 3 BLOCK 1 OF THE CRABTREE
ADDITION FINAL PLAT, TO THE CITY OF BENTONVILLE, BENTON COUNTY,
AR. AS SHOWN ON PLAT RECORD BOOK A PAGE 109 (09/25/1947), AS FILED IN
THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER, AND
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A
5/8" REBAR CAP #1519 LOCATED AT THE NORTHEAST CORNER OF SAID LOT
3 BLOCK 1 OF THE CRABTREE ADDITION, THENCE S02°49'07"W 47.79' ALONG
THE EAST LINE OF SAID LOT 3 TO A 5/8" REBAR CAP#1519; THENCE LEAVING
SAID EAST LINE AND RUNNING N86°55'40"W 146.08' TO THE EAST
RIGHT-OF-WAY LINE OF NW B ST. THENCE N02°49'07"E 47.79' ALONG SAID
EAST RIGHT-OF-WAY TO THE NORTHWEST CORNER OF SAID LOT 3 BLOCK 1
OF THE CRABTREE ADDITION; THENCE LEAVING SAID RIGHT-OF-WAY AND
RUNNING S86°55'40"E 146.08' TO THE POINT OF BEGINNING, CONTAINING
7076 SQ. FT., MORE OR LESS.

SUBJECT TO ANY EASEMENTS, DEED RESTRICTIONS, COVENANTS, OR
RIGHTS-OF-WAY OF RECORD OR FACT.

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
29-30, BLOCK 1 OF CRABTREE ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0020).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 29-30, Block 1 of Crabtree Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 7, 2020; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the property line adjustment of Lots 29-30, Block 1 of Crabtree 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

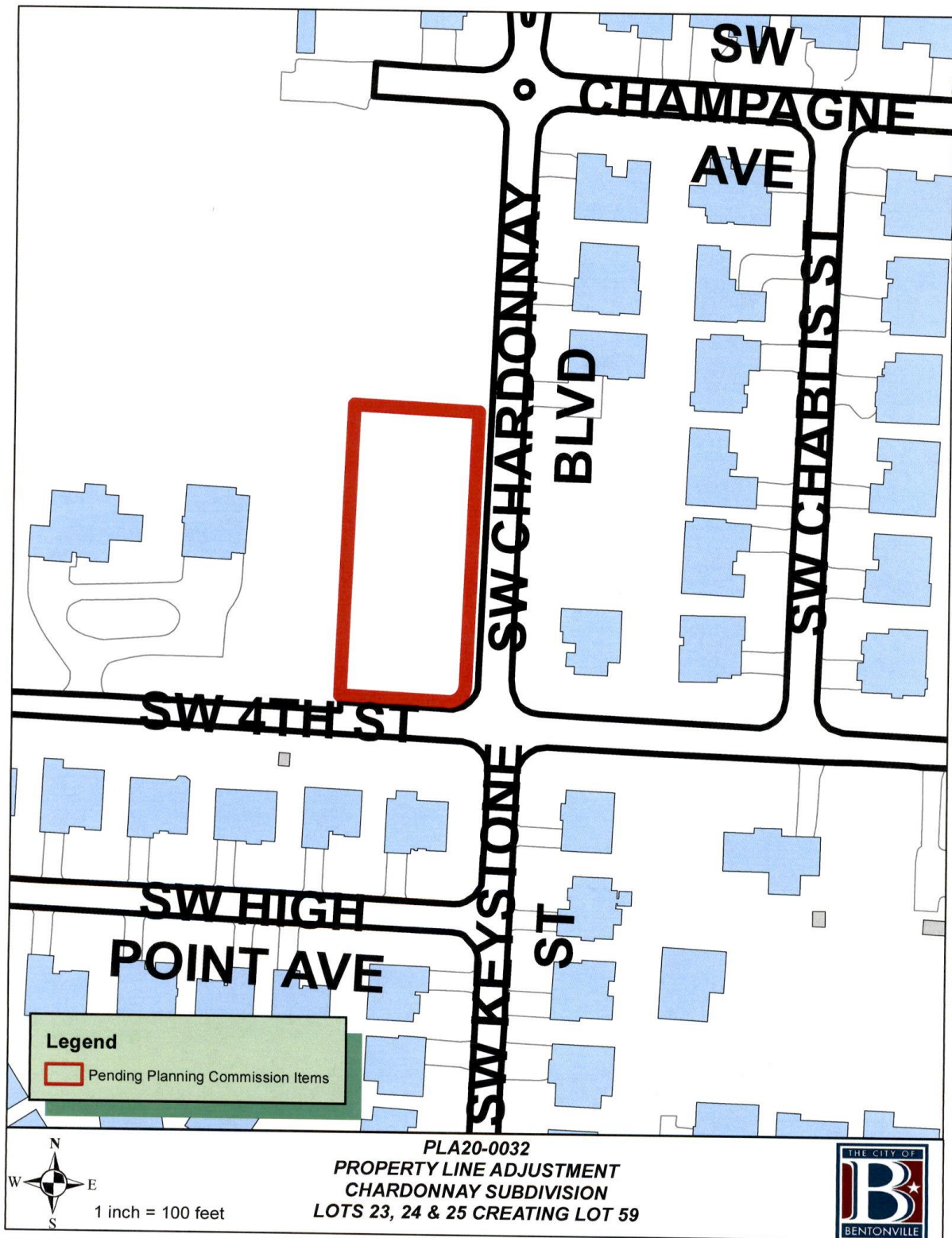
PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 59
OF CHARDONNAY SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA20-0032).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code; the property line adjustment of Lot 59 of Chardonnay Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 7, 2020; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the property line adjustment of Lot 59 of Chardonnay 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



TABLET MESA, INC.
Carl Carnoy
1507 E.W. 2nd Street,
Bentonville, AR 72712
(202) 372-2400
carl@table-mesa.biz

[illegible]

LOT 18 & 19 DESCRIPTION:

Let 18 and 19, Block "C" in Ontario Addition to the City of Bentonfile, Arkansas, as shown in Plat Book 2011 at Page 34C in the office of the Clerk/Clerk and Recorder of Benton County Arkansas.

R.O.W. DEDICATION:
Part of Lots 18 and 19, Block "C" in Ordinance Addition to the City of
Bismarck, North Dakota, as shown in Plot Book 2011 at Page 542, being a part
of the SW 1/4, NW 1/4, Section 32, T-23N, R-30W, 17th Principal Meridian,
County of Burleigh, State of North Dakota.

commencing at the NE Corner of Lot 19, Block "C" of Cedar Addition to the City of Bismarck, being a Found 1/2" Rubber PL-5 985;

Thames South 02 3076 1st West is a distance of 91.50 feet to Found 50th River,
NSCap (AR 1055); for the Point of Beginning.

Thence North 47° 31' West a distance of 75.53 feet to a 1/4" steel cap nail; thence North 22° 28' 54" East a distance of 10.86 feet to a 1/4" steel cap nail; thence South 87° 07' 04" East a distance of 148.53 feet to the Point of Beginning. Containing 1,856.00 Square Feet or 0.023 Acres, more or less.

NEW LOT 22 DESCRIPTION:
 Being all of Lots 18 and 19, Block "C" in Orchard Addition to the City of
 Meriden, Conn., as shown on the plat of said lots, recorded in the
 Meriden City Records, and being a part of the SW 1/4, NW 1/4, Section 32,
 Township 36 S., Range 10 E., 2nd Meridian.

beginning at the NE corner of Lot 19, Block 10, of Orchard Addition to the City of Eastonville being a 4'0 and 1/2' Rebar AR 605;

Thence South 02°35'51" West a distance of 138.39 feet to a Set 50" Rubber
uCap (AC 1337);

Thence North 61°45'04" West a distance of 142.52 feet to a Set 50" Rubber
uCap (AC 1338);

Hence North $32^{\circ}29'54''$ East a distance of 153.00 feet to a Found 1/2" Rebar;
 Hence South $87^{\circ}29'41''$ East a distance of 78.75 feet to a Found 1/2" Rebar
 UK 607.

regarding, containing 19,246 Square Feet or 0.44 Acres. Subject is exempt from all laws, ordinances, rules, regulations, covenants, conditions, restrictions, easements, rights-of-way, and Covenants of Record, as of fact.



VICINITY MAP
Scale: 1" = 2,000'
ATLAS PAGE 404

CERTIFICATE OF OWNERSHIP:

We the undersigned, members of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. shown on said plat.

Date of Expiration _____

Name & Address: _____

File Name: _____
Source of Text: D.P.: 2012 Page: 52726

State of Arkansas }
County of Benton }

_____ day of _____, 2000.

Secretary Public Signature

CERTIFICATE OF APPROVAL:

Pursuant to the Bentonville Subdivision Regulations and all other conditions and approvals having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Signed _____
Berkeley Planning Commission Chairman

Signed _____
Mayor, City of Bardonia

Signed _____
City Clerk, City of Bannockburn

SURVEYOR'S CERTIFICATE:

surveys made by me and boundary markers and lot owners who actually exist and their location, type, and material are correctly all minimum requirements of the Arkansas Minimum Standards

Date of Examination: _____

SURVEYOR'S CERTIFICATE:

1. State of Ohio, hereby certifies that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon accurately exist and their location, type, and material are correctly shown and will maintain requirements of the Arkansas Minimum Standard for Land

Date of Execution _____

Signature: _____

 Registered Land Surveyor
 Washington, Mo. 53073

Scale of Answers



SAND CREEK
Engineering and Land Surveying
P.O. Box 10000, Houston, TX 77255-0000

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 22, BLOCK G OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA20-0033).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 22, Block G of Orchard Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 7, 2020; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the property line adjustment of Lot 22, Block G of Orchard 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT
19, BLOCK 2 OF LINCOLN & RICE ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS20-0028).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 19, Block 2 of Lincoln & Rice Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on July 7, 2020; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

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

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

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

Section 1: That the property line adjustment of Lot 19, Block 2 of Lincoln & Rice 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 property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Bentonvest Fund IV, LLC

SW 5th Street and SW F Street

PC Date: 7/7/2020

Reviewer: Tyler Overstreet, Senior Planner, AICP

Project Number	RZ20-0020
Applicant / Current Owner	Bentonvest Fund IV, LLC PO Box 13005 Fayetteville, AR 72703
Site Area	+/- .59 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-O, Residential Office
Future Land Use Map Designation	Medium-Density Residential

Property Description

This property is located at the southeast of the corner of SW 5th Street and SW F Street. It is currently zoned R-1, Single-Family Residential. Adjacent zonings are RC-2, Central Residential Moderate Density, to the north and east, R-1, Single-Family Residential, to the south, C-2, General Commercial, to the west, and R-O, Residential Office, to the northwest.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. According to the Bentonville Community Plan, Medium-Density Residential areas typically include townhome, duplex, or multi-family uses. These areas may also include local amenities for residents.

Public Comment

Staff has not received public comment regarding this request.

Analysis

According to the applicant's narrative, the intent of the rezoning request is to provide parking to surrounding properties through a related Conditional Use Permit.

Section 401.07 of the Zoning Code describes the Residential Office zoning district as a transition area where the continuation of residential activity is no longer practical between residential and non-residential uses.

Conclusion

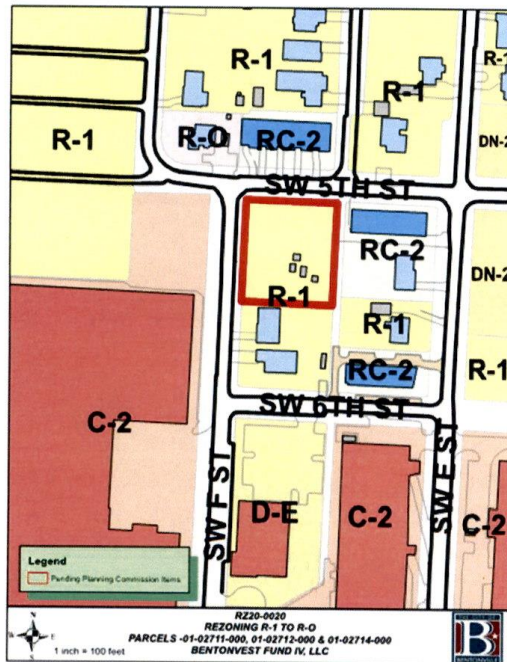
Residential Office zoning districts are meant to serve as a buffer between lower density, residential uses and higher density residential and commercial uses. This property can serve as a buffer between residential uses, such as the multi-family developments to the north and east, and the existing Walmart Home Office.

In addition, the allowable uses within the R-O zoning district, such as duplexes, small-scale commercial, and amenities such as parks or parking lots, align well with the Future Land Use designation of Medium-Density Residential.

As such, staff recommends approval of the rezoning request.

<https://arcg.is/08HvK8>

Location Map



Narrative for Rezoning Application

- The property located a SW 5th Street and SW F Street, Parcel Numbers 01-02712-000, 01-02711-000, and 01-02714-000, is currently Zoned R-1, Single-Family Residential. The proposed zoning designation is R-O, Residential Office. The current owner is Bentonvest Fund IV, LLC, a Delaware limited liability company.
- The request to the proposed zoning designation is needed to obtain a Conditional Use Permit to provide parking for the general area.
- The property would relate to the surrounding properties by providing complementary parking.
 - The proposed use would be parking as a primary use.
 - Traffic would be typical for a parking area.
 - Signage will be typical with that of a parking area.
 - The appearance of the parking area will be typical to that of a parking area.
 - No water or sewer connection is required for the proposed use.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO R-O, RESIDENTIAL OFFICE (PROJECT NUMBER: RZ20-0020).

WHEREAS, Bentonvest Fund IV, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to R-O, Residential Office to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 1 AND 3 IN BLOCK 6, GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "A" AT PAGE 37. AND TRACT 1 OF THE REPLAT OF LOTS 5, 7, 9, AND 11 IN BLOCK 6, GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD 4 AT PAGE 108.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 7, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to R-O, Residential Office.

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

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

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Stuckey

107 SW F Street

PC Date: 7/7/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0019
Applicant / Current Owner	William & Debra Stuckey 1109 Adelaide Ave. Fort Smith AR, 72901
Site Area	0.19 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low Density Residential (LDR)

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located at 107 SW F Street and is currently zoned R-1, Single Family Residential. Adjacent zonings are R-1 to the north, south, east, and west.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties and align with the City's Comprehensive Plan for this area.

Public Comment

Staff has not received public comments regarding this request.

Analysis

The site's previous single-family residential use and being surrounded by single-family residential development may justify a rezoning to DN-1, Downtown Low Density Residential. According to the applicant's narrative, they intend to construct their personal single-family home at this location. The DN-1 zoning district only allows for single-family homes.

Conclusion

Due to the site's compatibility with the Future Land Use Plan and compatibility to surrounding uses, staff recommends approval of the rezoning request to DN-1, Downtown Low-Density Residential.

Bill and Debbie Stuckey purchased this property with intent to keep. Currently 107 SW F Street is zoned R-1. We are proposing to change to DN-1. This would give us more freedom for designing the home to fit within the charm of Downtown Bentonville. In addition, it would properly zone the property within the guidelines the City of Bentonville Planning Department has placed for the downtown district. The rezone would give us more flexibility with setbacks for the front and side of the property as it is a corner lot. This will allow us to add 5' in the front and side for buildable area reducing the minimum setbacks from 20' to 15'. The plan is to build a craftsman style home that will complement the surrounding properties. The planned use is for a single-family home. There will be very little to no impact on traffic and we do not have any plans for additional signage. The home exterior will be masonry and hardy board and have a craftsman style look. There is a 4" water line running North and South under F St and a gravity sewer line running East and West under 2nd St. However, there was a house previously (Demolished after purchase) on the property that had existing water and sewer. The plan is to use the existing taps.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-1, DOWNTOWN LOW-DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0019).

WHEREAS, Bill Stuckey duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-1, Downtown Low-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

THE SOUTH 85' OF A STRIP OF LAND OF EQUAL WIDTH 100' WIDE OFF THE WEST SIDE OF LOT 11 IN LEFOR'S ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "B" PAGE 108 AND FILED FOR RECORD AT THE BENTON COUNTY CLERK'S OFFICE, BENTON COUNTY, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 7, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to DN-1, Downtown Low-Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-1, Downtown Low-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



KCG BV, LLC

SW Buckeye Street & SW Juniper Avenue

PC Date: 7/7/2020

Reviewer: Ali Worley, Planning Technician

Project Number	RZ20-0021
Applicant / Current Owner	KCG BV, LLC 2 Stonegate Cir Texarkana, TX 75503
Site Area	+/- 3.85 acres
Current Zoning	PUD, Planned Unit Development & C-2, General Commercial
Requested Zoning	R-3, Medium Density Residential
Future Land Use Map Designation	High Density Residential (HDR) & Commercial (C)

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located at the northeast and northwest corners of SW Buckeye Street and SW Juniper Avenue. It is currently zoned PUD, Planned Unit Development, and C-2, General Commercial. Adjacent zonings are R-3, Medium Density Residential, to the south, PUD to the north and west, C-2 to the north, and C-1, Neighborhood Commercial, to the east.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as General Commercial and High Density Residential. High Density Residential areas include multi-family housing with varying densities. General Commercial areas include uses that serve both nearby residents and those coming from other parts of the community.

Public Comment

Staff has not received public comment regarding this request.

Analysis

According to the applicant's narrative, the owner intends on constructing townhomes at this location. The site is in close proximity to SW Regional Airport Boulevard, an Arterial road per the Master Street Plan. In addition, there are existing townhomes and multi-family units directly south of the property.

Conclusion

Due to the site's general compatibility with the Future Land Use Plan, its proximity to an Arterial road, as well as surrounding uses and zoning districts, staff recommends approval of the rezoning request.



124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

June 1, 2020

City of Bentonville
305 SW A Street
Bentonville, AR 72712

Attn: Planning Department
Re: Harbin North Townhomes Rezoning

This letter is in regards to a proposed rezoning for Lots 8 and 10 of Harbin Pointe Addition Phase 2, and the following required information:

- The current zoning of Lot 8 is Commercial Development (C-2). The current zoning of Lot 10 is Planned Unit Development (PUD). The proposed zoning designation for both parcels will be R-3 Medium Density Residential. The current owner of both parcels is KCG BV LLC. The owner intends to submit LSD plans to the City, for review, detailing development of townhomes on the properties.
- We feel that R-3 Medium Density Residential will be compatible with surrounding residential zoning and existing developments.
- For Lot 8, Commercial development borders the north and residential developments border the south. A detention pond immediately borders the west boundary of Lot 8, however the undeveloped property further to the west is zoned PUD and will more than likely develop as medium residential and/or commercial. For Lot 10, residential developments border the south and east. The undeveloped property to the north is zoned PUD and will more than likely develop as commercial. We feel that the R-3 Medium Density Residential will transition well with surrounding properties and future zoning in this area.
- The proposed use after rezoning will be townhomes.
- The property has direct access to SW Buckeye Street and SW Juniper Avenue, which are fairly new streets built to current City Code, and are classified as local streets. SW Regional Airport Blvd. is located approximately 250 feet north of the property and is classified as an arterial street. Both streets have the capacity to handle any increase in traffic due to development.
- Signage may be placed to distinguish the townhome development from surrounding developments. Signage will be approved prior to installation and will meet City Code.
- The appearance of Future Development will be compatible with surrounding developments.
- There is currently an 8-inch water line on the south side of SW Juniper Avenue and on the east side of SW Buckeye Street. There is currently an 8-inch sewer line located on the north side of SW Juniper Avenue and the west side of SW Buckeye Street. Water and Sewer will be connected to this existing infrastructure when future development occurs.

Sincerely,

Wared S. Inman, PE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL AND PUD, PLANNED UNIT DEVELOPMENT TO R-3, MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0021).

WHEREAS, KCG BV, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of C-2, General Commercial and PUD, Planned Unit Development to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT'S 8 & 10 HARBIN POINTE ADDITION PHASE 2 TO BENTONVILLE, BENTON COUNTY, AR AS SHOWN ON PLAT RECORD BOOK 2011 PAGE 87 & 88, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 7, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-2, General Commercial and PUD, Planned Unit Development to R-3, Medium Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of C-2, General Commercial and PUD, Planned Unit Development to R-3, Medium Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Tylluan

Fillmore Street & Valley Street

PC Date: 12/17/2019

Reviewer: Jon Stanley, Senior Planner,

Project Number	PRD20-0001
Applicant / Current Owner	Chris & Jamie Sohosky 13336 Mary Lou Lane Garfield, AR 72732
Site Area	+/- 4.72 acres
Current Zoning	DN-2, Downtown Medium Density Residential
Requested Zoning	PRD, Planned Residential Development
Future Land Use Map Designation	Medium Density Residential (MDR)

<https://arcg.is/08HvK8>

Location Map



Property Description

A Planned Residential Development to develop 13 individual single-family homes with a maximum density of 4 units/acre. The development utilizes the natural beauty of the topography, a trail, community buildings, camping pads and a clubhouse to meet the open space requirements for PRD's.

Adjacent zonings are R-1, Single-Family Residential to the north, south, and west and DN-2, Medium Density Residential to the east and south.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. Medium Density Residential areas typically include a mix of housing types, including single-family, two-family, and townhouse units with a typical density of 8-12 units per acre. At 4 units per acre, the proposed density and character of this Planned Residential Development is compatible with the Future Land Use Plan.

Conclusion

Because the proposed Planned Residential Development is compatible with surrounding single-family uses in the neighborhood and the Future Land Use Plan, staff recommends approval.

1) Planned Residential Development Intent

Tylluan LLC, Studio B Architects, Jason Ward Design Studio, Design Workshop, Arkiflex Studios, CEI Engineering Associates, GTS, Inc. and Environmental Services Company, Inc. are pleased to submit this urban neighborhood as a new Planned Residential Development (PRD) to the City of Bentonville. Together, we have collaborated to promote modernist architecture set in nature that will positively impact the character of the surrounding community and provide a new, high quality place to live.

Tylluan is a modern, gated neighborhood comprised of 13 individual fee simple lots thoughtfully integrated into the natural setting. The location lies near the intersection of Valley and Filmore Streets and runs north to Tiger Boulevard. The property falls within the downtown intensification priority area as defined by the 2018 City of Bentonville master plan. The project offers a diverse set of high-quality residential dwelling units that will serve the growing region. The proximity of the site to Town Branch Creek, Crystal Bridges and the Slaughter Pen multi-use trail network provides a unique opportunity for the neighborhood to work in unison with existing community amenities and the natural topography.

Tylluan strives to build a strong community for owners and surrounding residents by providing walking trails and community gardens within the central portion of the neighborhood anchored by a village center. Dwellers are encouraged to connect with their neighbors and strengthen community bonds. The close knit neighborhood has been designed with pedestrian safety in mind by minimizing the slope required to connect to existing sidewalks and trails.

Tylluan intends to use the PRD to "provide a variety of housing types available to the general public, and to promote high quality residential developments", using the following principals:

A) **Freedom - Consistent and Creative** The project will consist of unique housing types, designed to integrate into the natural landscape and provide a variety of options for potential owners. These differing housing types are designed to promote consistent architecture offering various sizes and price points supporting homeowners at various stages of their lives, whether they are a growing family or an empty nester. At the heart of the community, the residences are supported by accessory components including but not limited to open green space, trails, gardens, event center and guest lodging.

B) **Restoration and Preservation** The natural quality of the site has been carefully studied and taken into account. The design team aims to diligently minimize tree removal by using the flexibility of the PRD to plan the development and preserve a significant portion of the wooded site. A more dense project, allowed by current zoning would likely result in more extensive tree removal. Removing detritus material located within the central area of the site will restore the landscape to its natural topography and will enhance the location. The neighborhood looks to improve the land by adding storm water retention to handle on-site water and prevent soil erosion. Restoration and remediation investment to support the overall site are designed to protect the inherent natural qualities of the land.

C) **Natural Modernism** Tylluan not only aims to blend into the site, but also its surrounding Bentonville context. The majority of the dwellings are located down the slope to the north of Valley Street to minimize their impact on the streetscape while remaining screened from Tiger Boulevard by the existing woodlands and topography. The embraced materials such as wood, stone, brick, glass, architectural steel and concrete provide homeowners with a broad palette to work from. The language of the existing neighborhood should blend together with the new dwelling units and not appear foreign to neighboring properties.

2) Description of Land Uses

This PRD is located on approximately 4.72 acres just north of downtown Bentonville.

A) PRD Zone 1: +/- 80% of Proposed PRD

The western and eastern portion of the PRD consists of 13 single-family homes, all with their own garage (two car minimum) implemented into their respective layouts. All units will address existing public streets or new private drives as their front, allowing public connection to the front and more private connection to the natural environment towards the back. Renowned leaders in high quality design have integrated the highest standards in architecture into the neighborhood. Existing zoning uses such as dwelling accessory units, home occupations (type A and B), child care, bed and breakfast and solar energy systems will be supported and managed through the property owners association. The western portion of this zone will be the first phase once improvements to site infrastructure are complete.

B) PRD Zone 2: +/- 20% of Proposed PRD

The central portion of the site is designed to provide accessory use to the homeowners and make efficient use of the open green space by providing common usable open space. Traditional neighborhood design promotes a mixture of land uses. The community will be supported by walking trails connected to a central gathering place. A multi purpose community building acts as the central hub and is intended to support the community by offering a variety of programming. Permitted uses within this space shall include but are not limited to community and/or botanical gardens and greenhouse, commercial indoor and outdoor recreation, outdoor music, open porches, hobby chickens, mobile food and beverage outdoor vending and vehicles, open porches, catered events, small scale retail, artisan shop, ATM, broadcasting studio, recreational vehicle park, temporary structures, art and sculpture open porches, and guest lodging. The property homeowners association will govern covenants, conditions and restrictions throughout the PRD zone.

3) Description of Compliance with PRD Criteria

The PRD shall not modify the following zoning and development standards:

- A) Sign Requirements
- B) Grading and drainage
- C) Access Management
- D) Outdoor Lighting
- E) Landscape and Screening
- F) Residential Light Standards
- G) Flood Damage Protection

TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020

Prepared By:
CEI Engineering Associates, Inc

Project Team:
Developer:

Tylluan, LLC
Cristian L. Skorsky
PO Box 31
Bentonville, Missouri 67365
479.544.3107

Architect:

Studio B
Scott Linders, FMA
501.702.0914
501.766.4444
Suite 104
978 Colorado 91611
978.520.9428

Landscape Architect:

Design Workshop
Paul Spadaro
LA #000189
3108 SW Regency Parkway
Bentonville, AR 72712
479.273.9472

Civil Engineer

CEI Engineering Associates, Inc
3108 SW Regency Parkway
Bentonville, AR 72712
479.273.9472

Master Planner

Jason Ward, Assoc. MA
Bachelor of Architecture
Professional Architect
Master in Architecture
Harvard University
781.319.4396

Dark Modernism

Arkiflex Studios
221 South Avenue
Bentonville, AR 72712
479.776.1626

Geotechnical Services:

CEI, Inc.
Andrew Beckman, PE # 49607
1915 N. Sliton Drive
Fayetteville, Arkansas 72704
479.531.7665

Environmental Assessment:

Environmental Services Company, Inc.
Dennis B. Woodley
1000 N. Highway 101
Little Rock, Arkansas 72211
501.221.2565



Studio B
Singular Modern.
DESIGNWORKSHOP

4) Written Description of PRD

Total Acreage 4.72 acres

Density

PRD Zone 1:

13 lots / 3.31 acres = 4.0 units per acre requested

PRD Zone 2:

1.38 acres

Green space offering connectivity to existing trails, community buildings, open porch for guest accommodation.

Building height max 30'0"

Overall site setbacks

Valley Street	20'
Filmore Street	N/A
Tiger Boulevard	5'
East Side	5'
West Side	5'

Minimum lot setbacks*

Front	10'
Rear	10'
Side	5'

*Eyes must remain 10' apart or be fire rated
*Where utility easements exceed the minimum setback, the utility easement shall become the setback.

Public Street Frontage - none

Minimum lot width 50'

Minimum lot area 6,000 SF

Parking distribution

PRD - Zone 1

Garage: 26 one garage/unit (two car minimum)

PRD - Zone 2

Guest Surface Parking - 5 spaces

Percentage of open space:

PRD - Zone 1 (lot area counts 5% toward total)

PRD - Zone 2

Total Provided = 40,931 sqft

15% required = 30,840 sqft

5) Phasing of Amenities:

Construction of PRD amenities in PRD Zone 2 will be brought online in phases as the homes supporting those amenities are constructed in the following sequence:

- 1.) Guest parking & recreational greenspace
- 2.) Walking trails to Tiger and east property
- 3.) Camping pads or similar outdoor spaces
- 4.) Clubhouse structure (requires Large Scale Development approval)



LEGEND

- ZONE 1: PROPOSED LOTS
- ZONE 2: GREENSPACE
- LOT SETBACK LINES
- PROPERTY LINES
- DETENTION POND
- CAMPING PAD
- TRAIL RIGHT OF WAY
- CLUBHOUSE

TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020



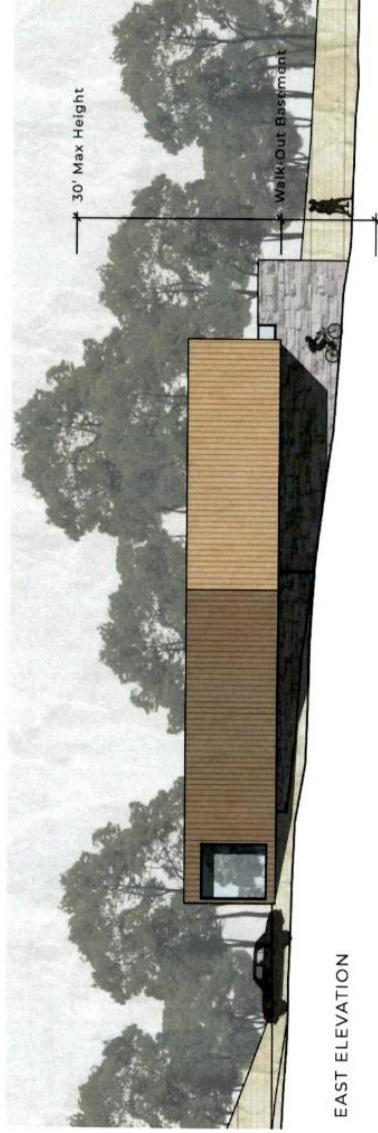
ARCHITECTURAL ELEVATIONS OF CLUBHOUSE PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS

	WOOD SIDING PANELS OR PLANKS		NATURAL STONE MASONRY		ARCHITECTURAL CONCRETE		EXPOSED STEEL OR DECORATIVE METAL		GLASS WINDOW WALL SYSTEM		ARKIFEX
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TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020



EAST ELEVATION

ARCHITECTURAL ELEVATIONS OF CLUBHOUSE PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS



WOOD SIDING
PANELS OR PLANKS



NATURAL STONE
MASONRY



ARCHITECTURAL
CONCRETE



EXPOSED STEEL OR
DECORATIVE METAL

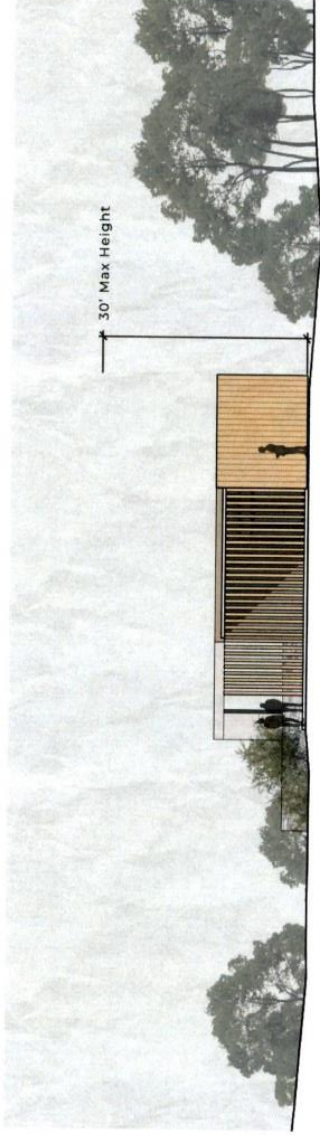


GLASS WINDOW
WALL SYSTEM



TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020



SOUTH ELEVATION

ARCHITECTURAL ELEVATIONS OF CLUBHOUSE PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS



WOOD SIDING
PANELS OR PLANKS



NATURAL STONE
MASONRY



ARCHITECTURAL
CONCRETE



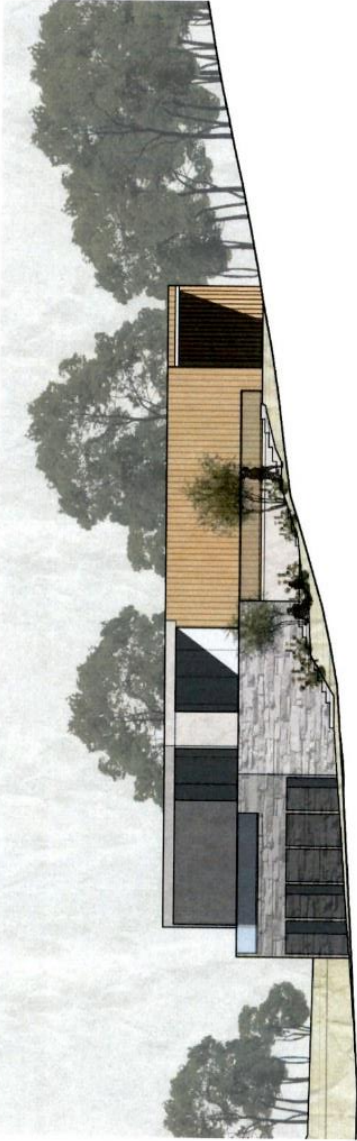
EXPOSED STEEL OR
DECORATIVE METAL



GLASS WINDOW
WALL SYSTEM



ARKIFEX



WEST ELEVATION

ARCHITECTURAL ELEVATIONS OF CLUBHOUSE PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS



WOOD SIDING
PANELS OR PLANKS



NATURAL STONE
MASONRY



ARCHITECTURAL
CONCRETE



EXPOSED STEEL OR
DECORATIVE METAL



GLASS WINDOW
WALL SYSTEM

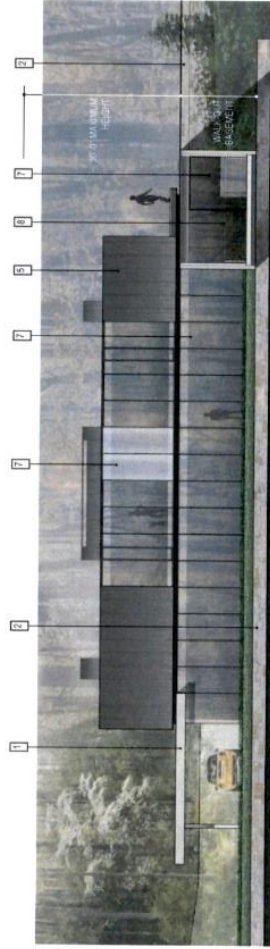


TYLLUAN

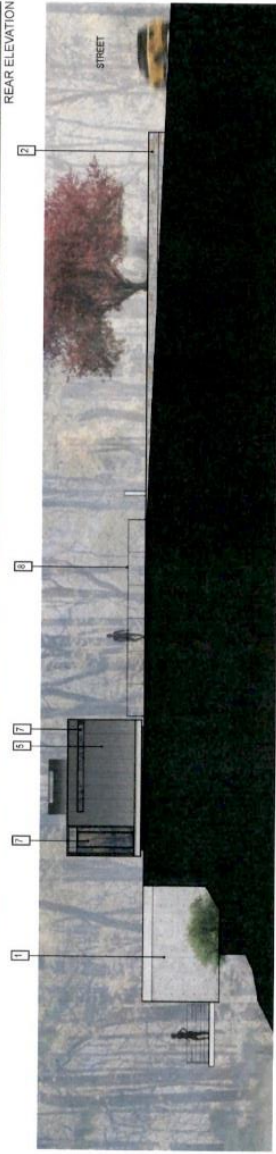
PRD 20-0001
City of Bentonville, AR
June 22, 2020

TYLLUAN

PRD 20-0001
City of Bentonville, AR
June 22, 2020



REAR ELEVATION



SIDE ELEVATION

ARCHITECTURAL ELEVATIONS OF DWELLING UNIT PROTOTYPE

1	2	3	4	5	6	7	8
Architectural Concrete	Natural Stone Masonry or Microsilica Panels	OR	Wood Siding Panels or Planks	Architectural Metal Siding Panels or Planks	Architecturally Exposed Steel & Decorative Metals	Glass Window (Full Systems and Window/Door Units	Door Rail Systems: Framed or Full-system glass, Steel tube, bar cables
PROPOSED BUILDING FACADE FINISH MATERIALS							
TYLLUAN LLC Bentonville, Arkansas							
JASON WARD DESIGN STUDIO Saint Louis, Missouri							

FRONT ELEVATION

SIDE ELEVATION

ARCHITECTURAL ELEVATIONS OF DWELLING UNIT PROTOTYPE

PROPOSED BUILDING FACADE FINISH MATERIALS

1	2	3	4	5	6	7	8
Architectural Concrete or Cast-in-Place Concrete	OR Natural Stone Masonry or Random-Face Panels Brick Masonry	Wood Siding Panels or Planks	Architectural Metal Siding Panels or Planks	Architecturally Exposed Steel & Decorative Metals	Glass Window Wall Systems and Window/Door Units	Deck Rail Systems: Framed or Frameless glass, Steel tube, bar, cables	TYLLUAN LLC Bentonville, Arkansas JASON WARD DESIGN STUDIO Saint Louis, Missouri

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL TO PRD, PLANNED RESIDENTIAL DEVELOPMENT (PROJECT NUMBER: PRD20-0001).

WHEREAS, Tylluan, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of DN-2, Downtown Medium-Density Residential to PRD, Planned Residential Development to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOTS 13, 14, 15, 16, 17, 18, AND PART OF LOTS 5, 6, 19, AND 20 IN BLOCK 12;
ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 13, 14, 15 AND PART OF LOTS 10 AND 16 IN
BLOCK 16, ALL IN W.A. BURKS ADDITION TO THE CITY OF BENTONVILLE,
AS SHOWN IN PLAT RECORD BOOK A AT PAGES 81 AND 119, BEING PART OF
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19,
TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT
A MAG NAIL AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 NORTH,
RANGE 30 WEST; THENCE SOUTH 02°27'15" WEST ALONG THE EAST LINE OF
SAID SOUTHEAST QUARTER, 105.68 FEET TO A 5/8" REBAR CAPPED WITH LS
#1618 AT THE INTERSECTION OF SAID EAST LINE WITH THE SOUTH RIGHT
OF WAY OF TIGER BLVD AND THE POINT OF BEGINNING; THENCE
CONTINUING ALONG SAID EAST LINE, SOUTH 02°27'15" WEST, 571.32 FEET
TO A POINT IN THE CENTER OF THE RIGHT OF WAY OF VALLEY ST.
VACATED BY ORDINANCE 2019-139; THENCE NORTH 87°13'46" WEST ALONG
SAID CENTER LINE, 212.09 FEET TO A POINT IN THE CENTER OF THE RIGHT
OF WAY OF VALLEY ST. VACATED BY ORDINANCE 2018-133; THENCE
NORTH 02°23'56" EAST ALONG SAID WEST LINE 25.04 FEET TO A 5/8" REBAR
CAPPED WITH LS #1304 AT THE SOUTHWEST CORNER OF LOT 1, BLOCK
16; THENCE NORTH 87°14'23" WEST ALONG THE NORTH RIGHT OF WAY OF

NE VALLEY ST., A DISTANCE OF 205.55 FEET TO A 5/8" REBAR WITH CAP LS #1618 IN THE CENTER OF AN ALLEY VACATED BY ORDINANCE 2004-219;THENCE NORTH 02°27'15" EAST ALONG THE CENTER OF SAID VACATED ALLEY 200.00 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 12;THENCE NORTH 87°13'46" WEST ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 155.86 FEET TO A FOUND 5/8" REBAR CAPPED WITH LS #1618;THENCE LEAVING SAID SOUTH LINE, NORTH 52°27'37" EAST A DISTANCE OF 154.57 TO A POINT ON THE NORTH LINE OF LOT 6, BLOCK 12 AND FOUND 5/8" REBAR CAPPED WITH LS #1618;THENCE SOUTH 87°13'46" EAST ALONG SAID NORTH LINE, TO A DISTANCE OF 37.43 FEET TO A FOUND 5/8" REBAR CAPPED WITH LS #1304 IN THE CENTER OF AN ALLEY VACATED BY ORDINANCE 2004-219;THENCE NORTH 02°27'15" EAST ALONG SAID CENTER LINE, A DISTANCE OF 30.39 FEET TO A FOUND 5/8" REBAR CAPPED WITH LS #1618 AND THE SOUTH RIGHT OF WAY OF NW TIGER BLVD.;THENCE NORTH 52°27'37" EAST ALONG SAID SOUTH RIGHT OF WAY, 203.43 FEET TO THE NORTHEAST CORNER OF LOT 20, BLOCK 12;THENCE SOUTH 87°13'47" EAST, ALONG A PORTION OF FILLMORE ST. VACATED BY ORDINANCE 2020-7 A DISTANCE OF 50.02 FEET TO A FOUND 5/8" REBAR CAPPED WITH LS #1618 AND THE NORTHWEST CORNER OF LOT 9, BLOCK 16;THENCE NORTH 74°17'04" EAST 157.69 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 16;THENCE NORTH 63°42'51" EAST 70.66 FEET TO THE POINT OF BEGINNING; CONTAINING 205,571 SQUARE FEET, OR 4.72 ACRES, MORE OR LESS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 7, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of DN-2, Downtown Medium-Density Residential to PRD, Planned Residential Development.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of DN-2, Downtown Medium-Density Residential to PRD, Planned Residential Development to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

FINAL PLAT STAFF REPORT



Rolling Acres Phase 3

4307 SW Wheatgrass Blvd.

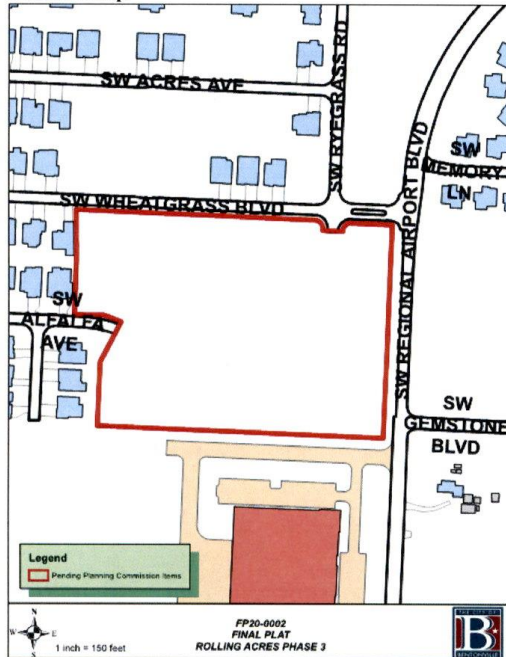
PC Date: 6/2/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	FP20-0002
Applicant / Current Owner	Can-Ark Diamond Realty-Rolling Acres LLC, Attn: Rich Richardson 4500 North Thompson St. Springdale, AR 72764
Site Area	+/- 8.87 Acres
Current Zoning	R-1, Single Family Residential
Future Land Use Map Designation	Residential Estates (RE)

<https://arcg.is/08HvK8>

Location Map



Property Description

This property is located in the Rolling Acres Subdivision along the south side of SW Wheatgrass Blvd. The approximately 9 acre tract of land is zoned R-1, Single Family Residential.

Project Details

The final plat consist of nine lots: eight single-family lots and one large lot for future phases and named Rolling Acres Phase 3 Subdivision. The plat dedicates a varying width drainage easement along the southern lot lines of the new lots.

All non-bondable items and guarantees of improvements must be completed and a final inspection performed and approved prior to final plat approval.

Waivers

There are no waivers requested with this final plat.

Analysis and Recommendation

The plat does meet the minimum requirements of the subdivision regulations therefore staff recommends approval.

Standard Conditions of Approval

1. Provide a digital copy of the plat.
2. Address all technical review comments prior to filing or requesting a building permit.
3. The plat shall not be filed until a final inspection has been completed and accepted.

NOTES

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

BENTONVILLE, AR

SPRINGDALE, AR 72766
PH: 479-442-1967 (SCOTT)
PH: 479-442-1977 (LAYNE)
SS7513@ATT.COM
LR159@ATT.COM
CABLE COMPANY

~ 55 ~

Survey Description

A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING A PART OF ROLLING ACRES SUBDIVISION, AS SHOWN ON PLAT BOOK 2016 AT PAGE 521, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF LOT 53 OF ROLLING ACRES PHASE 2;

THENCE S 32°02'17" E 64.89 FEET, TO THE POINT OF BEGINNING;

THENCE S 87°37'17" E 596.35 FEET, TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND A CHORD BEARING AND DISTANCE OF S 42°37'17" E 28.28 FEET, TO A POINT;

THENCE S 87°37'17" E 59.00 FEET, TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND A CHORD BEARING AND DISTANCE OF S 42°37'17" E 28.28 FEET, TO A POINT;

THENCE S 02°22'45" W 5.00 FEET, TO A POINT;

THENCE S 87°37'17" W 600.85 FEET, TO A POINT;

THENCE N 02°20'28" E 8.11 FEET, TO A POINT;

THENCE N 02°22'45" E 121.94 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.86 ACRES MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

Drainage Easement

Survey Description

A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING A PART OF ROLLING ACRES SUBDIVISION, AS SHOWN ON PLAT BOOK 2016 AT PAGE 521, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF LOT 53 OF ROLLING ACRES PHASE 2;

THENCE S 32°02'17" E 64.89 FEET, TO A POINT;

THENCE S 87°37'17" E 596.35 FEET, TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND A CHORD BEARING AND DISTANCE OF S 42°37'17" E 28.28 FEET, TO A POINT;

THENCE S 87°37'17" E 59.00 FEET, TO A POINT;

THENCE S 02°22'45" W 5.00 FEET, TO A POINT;

THENCE S 87°37'17" W 600.85 FEET, TO A POINT;

THENCE N 02°20'28" E 8.11 FEET, TO A POINT;

THENCE N 02°22'45" E 121.94 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.89 ACRES MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

Phase 3

Survey Description

A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING A PART OF ROLLING ACRES SUBDIVISION, AS SHOWN ON PLAT BOOK 2016 AT PAGE 521, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SW CORNER OF LOT 53 OF ROLLING ACRES PHASE 2;

THENCE S 32°02'17" E 64.89 FEET, TO THE POINT OF BEGINNING;

THENCE S 87°37'17" E 596.35 FEET, TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND A CHORD BEARING AND DISTANCE OF S 42°37'17" E 28.28 FEET, TO A POINT;

THENCE S 87°37'17" E 59.00 FEET, TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH OF 31.42 FEET AND A CHORD BEARING AND DISTANCE OF S 42°37'17" E 28.28 FEET, TO A POINT;

THENCE S 02°22'45" W 5.00 FEET, TO A POINT;

THENCE S 87°37'17" W 600.85 FEET, TO A POINT;

THENCE N 02°20'28" E 8.11 FEET, TO A POINT;

THENCE N 02°22'45" E 121.94 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.86 ACRES MORE OR LESS, BEING SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS OF RECORD OR FACT.

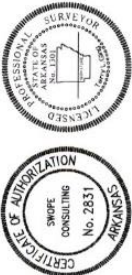
Recording Block



Basis of Bearings

ROLLING ACRES PHASE III FINAL PLAT OF LOT 54 ROLLING ACRES PHASE II FOR

CAN-ARK, LLC
4307 SW WHEATGRASS BLVD
BENTONVILLE, AR 72712
PARCEL ID #01-17093-000



SWOPE ENGINEERING Civil Engineering 1011 S. Third, Suite 9 Bentonville, Arkansas 72712 Phone: 479-226-0200 Fax: 479-226-0205 Email: info@swopeeng.com Website: www.swopeeng.com Certificate of Authorization No. 2831	
DRAWN BY JOW	JOB NUMBER 18-201
DATE 05/14/2020	SCALE AS NOTED
DRAWN NAME JOW	DATE 05/14/2020
DRAWN NUMBER 18-201	DATE 05/14/2020

FP20-0002



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF ROLLING ACRES
PHASE III TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: FP20-0002).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the final plat of Rolling Acres Phase III, to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 2, 2020; and,

WHEREAS, said final plat is attached hereto as Exhibit "A"; and,

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

WHEREAS, the final plat 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 final plat should be approved.

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

Section 1: That the final plat of Rolling Acres Phase III 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 final plat by certifying said acceptance on the approved final plat.

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:

June 23, 2020

Submitted by:

Ellen Norvell

Department

Planning

Phone

271-5993

ACTION REQUIRED:

Appeal to a planning commission decision for a rezoning request by Brannon, Esslinger, & Crystal Creek Realty, LLC of property located at 306 SE 2nd Street and 301, 303, and 305 SE Henry Street. A rezoning request from R-1, Single-Family Residential to DN-3, Downtown High-Density Residential. The Planning Commission voted to deny the request from its present classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential by a vote of 5-1.

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



June 3, 2020

City of Bentonville City Council
117 W. Central Ave.
Bentonville, AR 72712

**APPEAL OF PLANNING COMMISSION DENIAL FOR
BRANNON, ESSLINGER & CRYSTAL CREEK REALTY LLC
REQUEST FOR REZONING FROM R-1 TO DN-3
PARCEL NOS: 01-03852-000, 01-03853-000, 01-03854-000, and 01-03856-000
BENTONVILLE, ARKANSAS**

To Bentonville City Council,

My name is Cindy Esslinger and I am the applicant and a property owner representing the Brannon, Esslinger & Crystal Creek Realty LLC appeal. I respectfully request this appeal be heard in the decision of the City Planning Commission's vote at the May 5, 2020 meeting regarding a request for our properties to be rezoned from R-1 Single-Family Residential to DN-3 High-Density Residential (Attachment 1 – Rezoning Application Narrative). The board voted 5-1 against rezoning, with one member absent. As individual property owners, our rezoning request is aimed toward future development, with no sales pending.

Our properties are contiguous lots located mid-block at 306 SE 2nd St. and 301, 303 & 305 SE Henry St. and are located near SE B St. (Attachment 2). Areas of commercial and high-density zoning demonstrate the growth and increased density that's occurring all around our properties within the 200' radius (and beyond), illustrated on the Public Zoning Map (Attachment 3). More specifically, Attachment 3 shows our properties are located between the approved Park Central multi-family (M/F) and commercial LSD (zoned D-C) immediately north, the approved City-U mixed-use LSD (zoned PRD) to the south, recently approved Haxton District mixed-use development (zoned D-E) to the west and the Parkwood Apartments (zoned R-3) to the east.

On the City's Future Land Use Map, our properties lie within an area that's predominantly HD-R, and is adjacent to more-dense categories DT and PSP (Attachment 4). However, properties within our 200' radius have been rezoned to more dense development than was indicated on the Future Land Use Map. Examples are 206-250 SE B St. planned HD-R and 205-209 SE 3rd St. planned MD-R have all been rezoned to D-E (hatched area on Attachment 4).

The City Planning Staff indicate their support for the rezoning in their Staff Report (Attachment 5) stating, "Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan, the changing context of the surrounding uses, as well as the existing surrounding uses and zoning districts". In addition, the Staff Report's analysis states, "The site's compatibility with the Future Land Use Plan and the proximity to the downtown area may justify a rezoning to DN-3, Downtown High Density Residential".

There were no objections expressed at two Planning Commission Technical Review Sessions (tabled once due to covid-19 virus outbreak) by Planning Commissioners. Planning Staff made clear at all meetings that our properties are all mid-block lots and therefore, townhouses are the maximum development type allowed.

The May 5th meeting was only the second Zoom Planning Commission meeting. There were significant audio problems experienced by those attending. Following receipt of the meeting audio recording, we found out we did not hear pertinent points and information during our rezone. However, our lack of hearing is but one important part of our appeal. Also during the meeting, the Planning Commissioners listened to neighbors' concerns which largely focused on perceived future increases in density, traffic and potential loss of on-street parking, and loss of privacy with any future development of the area. A common theme in neighborhood opposition, both written and voiced in person, was their strong objection to the recently approved Park Central Development citing the significant increases in density and parking from the previously approved Dream on 2nd LSD. The Park Central Development, on the same agenda as our request, received approval.

Because Large Scale Developments are not required to receive public comment, we believe our rezone is receiving the brunt of the public frustration and opposition to Park Central. Please don't allow public outcry directed toward one major development be impactful to individual owners seeking to rezone. Commissioner discussion also included questions about the maximum height differences (on Henry St.) between DN-2 (36') and DN-3 (40'). It should be noted that R-1 maximum height is also 36'. During the May 5th meeting, Commissioners voiced their support for DN-3 for 306 SE 2nd St.

Planning Staff have affirmed their continued support for our rezoning request from R-1 to DN-3 for our properties in conversations since the May 5th meeting.

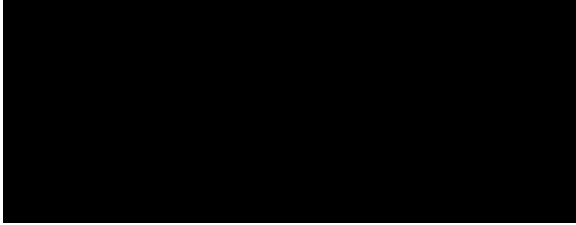
Our properties are located precisely in the area designated High-Density Residential in the City's comprehensive Community Plan (Plan). The Plan anticipated and intended transition zones of higher residential density to exist between lower density residential areas and D-E and D-C zoning areas. "The intent of the Downtown High-Density Residential neighborhood area is to allow for an increased neighborhood density primarily through the development of small-lot single-family and townhouses. These mixed residential areas tend to be adjacent to downtown commercial uses and serve as a transition between single-family residential to areas of higher density, a wider range of housing types, and areas of commercial/mixed-use development and activity" (The Plan DN-3 (Character Subarea 5), Pg. 142). Our rezoning request fits solidly within the intent and spirit of the Plan.

In conclusion, we believe the public health, safety, welfare and morals would be better served if the Planning Commission's vote were reversed allowing the rezoning request for our properties because:

- Growth and increased density is occurring all around our properties and is evident by the existing commercial and high-density zoning of adjacent D-C (Park Central), and very proximal D-E (Haxton District), R-3 (Parkwood) and the PRD (City U) (Attachment 3).
- The Future Land Use Map (Attachment 4) demonstrates our properties are predominately surrounded by HD-R and are adjacent to DT and very proximal to PSP.
- The City has approved more dense development than indicated on the Future Land Use Map very close to our properties along SE B St and SE 3rd St. (hatched area of Attachment 4)
- The Planning Staff continue to support rezoning our properties to DN-3 since the May 5 PC meeting.
- The mid-block locations of our properties limit the density of any future development to a maximum of townhouses.
- Rezoning our properties to DN-3 accomplishes the City's Plan, Character Subarea 5, DN-3 density (Attachment 6, pg. 135 & 142) plus HD-R is compatible with the City's Future Land Use Plan for the transition from residential to DT, (D-C and D-E zoning areas).

We appreciate your consideration in this matter, and if you have any questions or concerns, please do not hesitate to contact me.

Respectfully submitted,



ATTACHMENTS

Attachment 1 - Rezoning Application Narrative

Attachment 2 - Vicinity Map

Attachment 3 - City Zoning Map

Attachment 4 - Future Land Use Map

Attachment 5 - City Planning Staff Report for Rezoning Request

Attachment 6 - Downtown Neighborhood Character Areas Map

REZONING APPLICATION NARRATIVE

Please accept this rezone request for 306 SE 2nd St., 301, 303 & 305 SE Henry St., 1.05 acres total, currently R-1, Single-Family Residential to proposed DN-3, Downtown High-Density Residential.

Explanation: As owners, Esslinger Trust (306 SE 2nd), Brannon (301 SE Henry), Crystal Creek Realty LLC/Willis (303 SE Henry), and Brannon (305 SE Henry), we request the rezone for future development, with no sales pending.

Reason: For future development. In accordance with the City's 2018 Community Plan, these properties conform to DN-3, Downtown High-Density Residential and to the Land Use Designation HD-R, High-Density Residential.

How it Relates: DN-3, Downtown High-Density Residential, recently approved multi-family to the West and proposed multi-family to the North. In addition, surrounding properties within a 200' radius of the proposed rezone are currently zoned R-1, Single-family Residential, R-3, Medium-Density Residential, DE, Downtown Edge, DC, Downtown Commercial, and PRD, Planned Residential Development. Land Use Designation is predominantly H-DR, High-Density Residential, followed by DT-C, Downtown Commercial, and two M-DR, Medium-Density Residential within the same 200' radius.

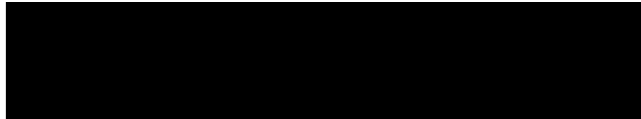
Use: To be addressed in development

Traffic: To be addressed in development

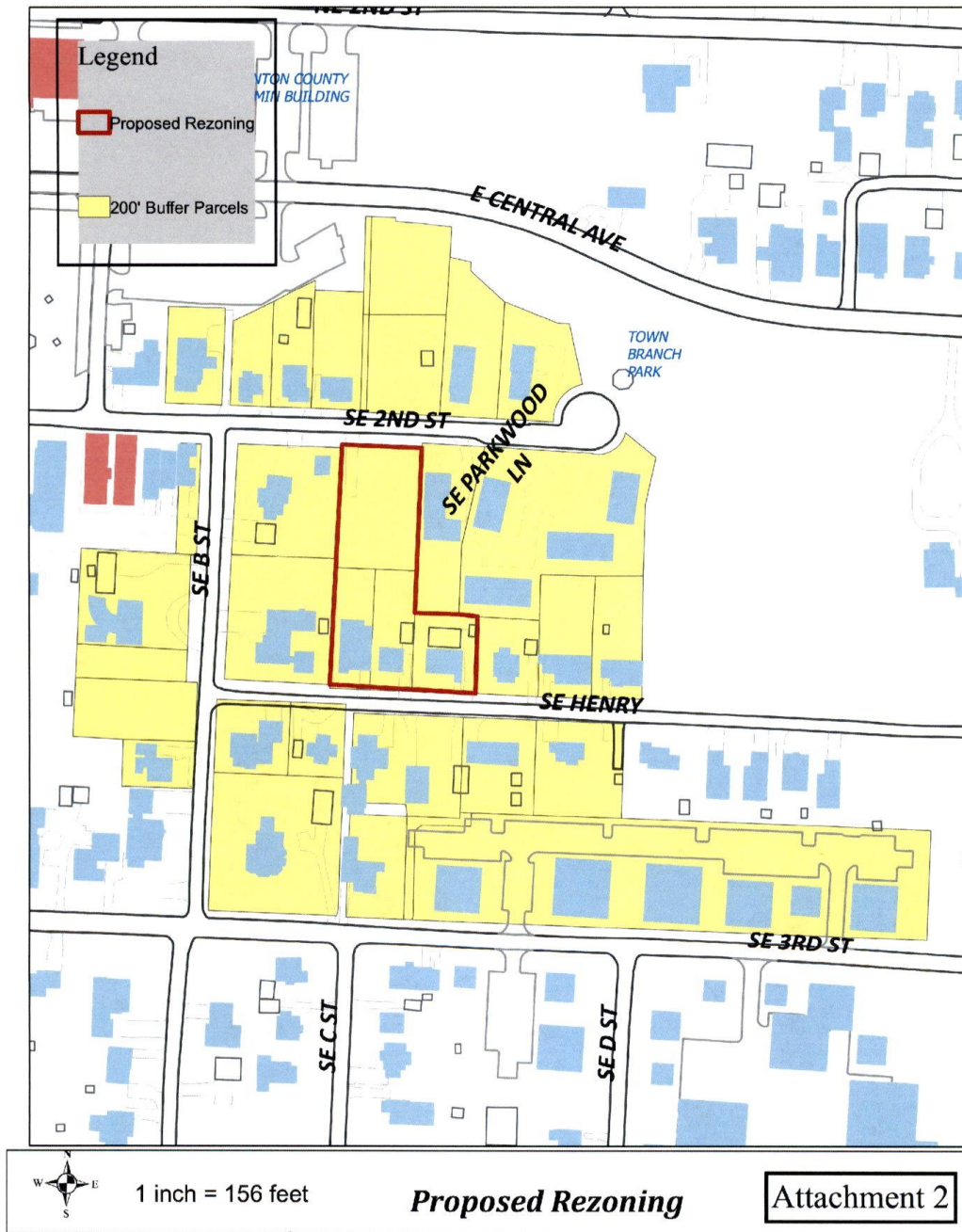
Signage: None required at this time

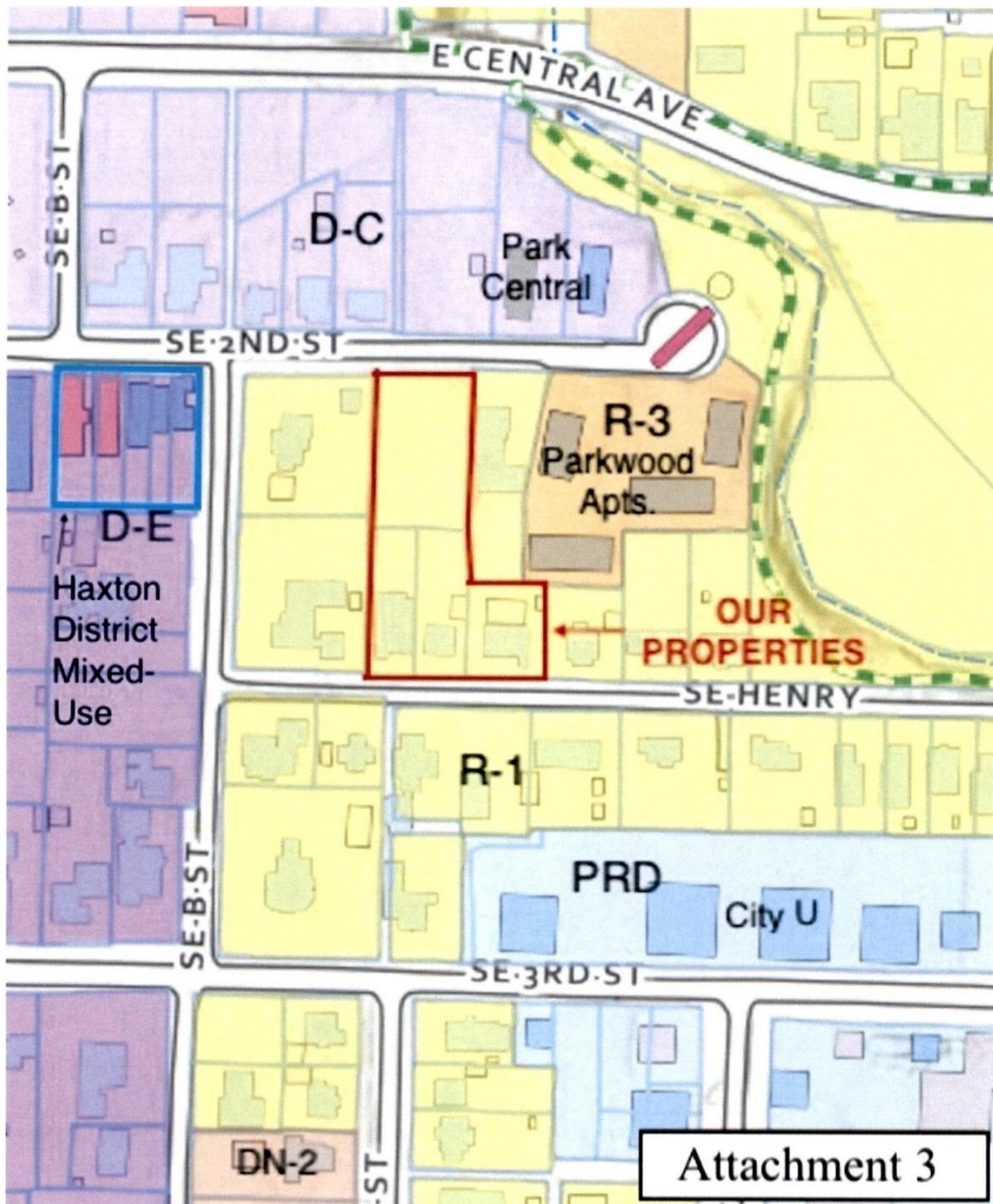
Appearance: None required at this time

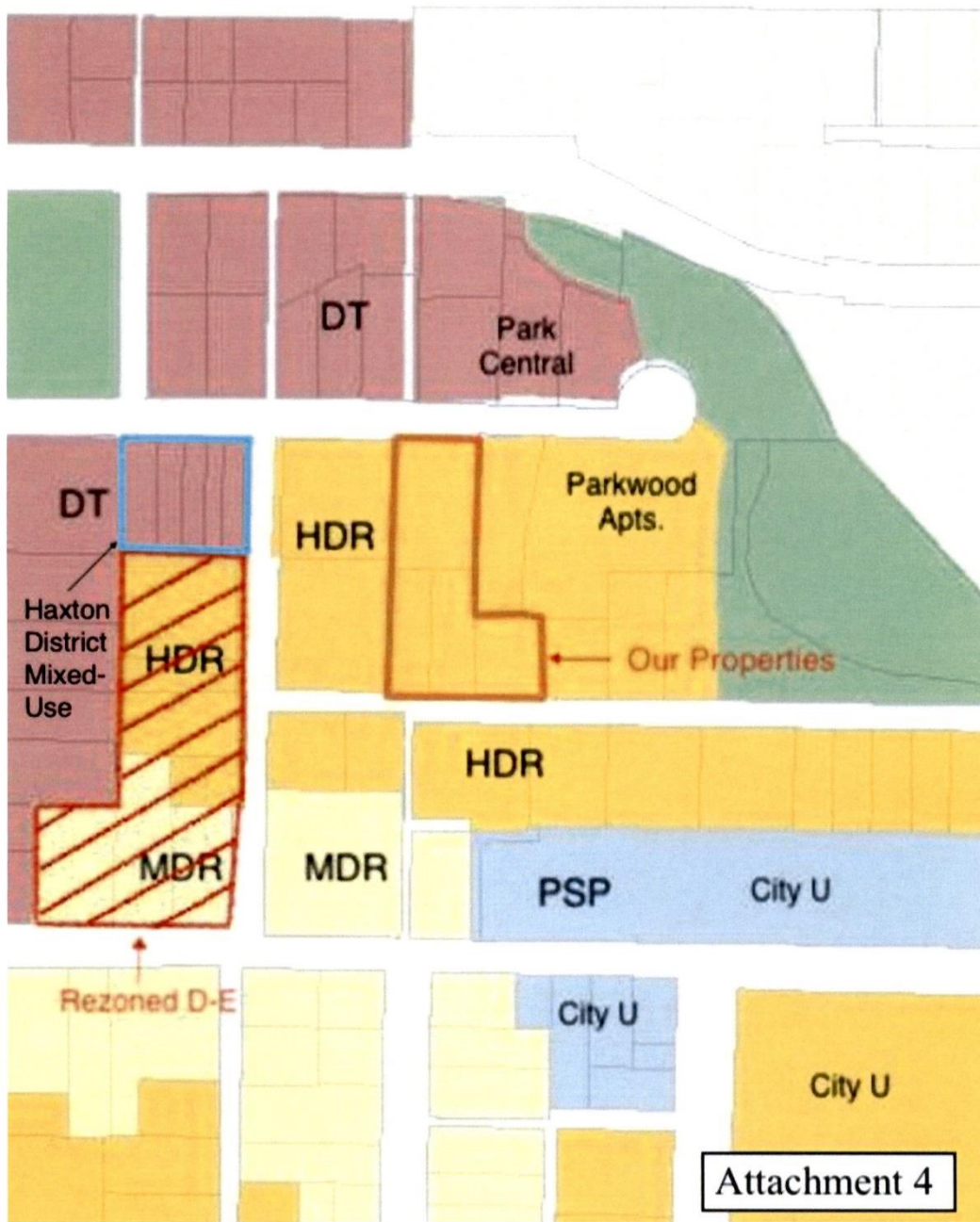
Availability of water and sewer: All sites currently have water and sewer available.



Attachment 1







REZONING STAFF REPORT



Brannon, Esslinger & Crystal Creek Realty, LLC

306 SE 2nd Street & 301,303, & 305 SE Henry

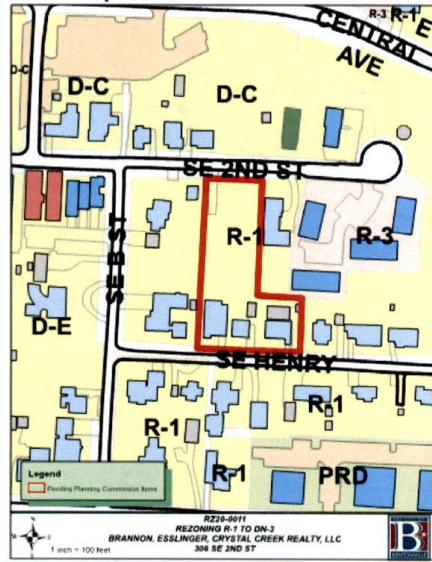
PC Date: 5/5/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0011
Applicant / Current Owner	Brannon, 301 & 305 SE Henry Bentonville AR, 72712 Cindy Esslinger 50 Llanon Dr. Bella Vista AR, 72714 Crystal Creek Realty, LLC 10203 Sears Rd. Bentonville, AR 72713
Site Area	+/- 1.03 Acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	High Density Residential (HDR)

<https://arcg.is/08HvK8>

Location Map



Property Description

These properties are situated between SE 2nd Street and SE Henry. All properties are currently zoned R-1, Single Family Residential. Adjacent zonings are R-1, Single Family Residential to the east, west, and south, R-3 Medium-Density, to the east, and DC, Downtown Core, to the north.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as High Density Residential. These areas usually include higher density residential uses and may include amenities for residents such as parks, community centers, and resident-oriented commercial uses. While the DN-3 district allows for apartments and similar high density uses, the mid-block location of these properties would limit the densest development feasible to townhomes. Townhomes are differentiated from multi-family developments in that the units must be split onto separate lots for ownership after construction.

Public Comment

Staff has received public comments regarding this request.

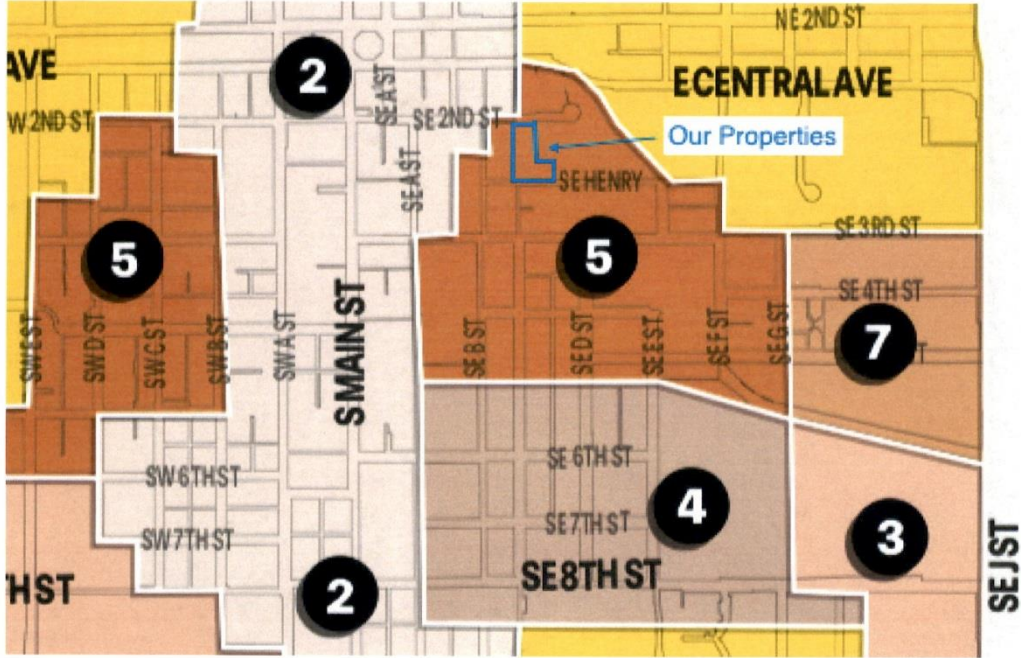
Analysis

The site's compatibility with the Future Land Use Plan and proximity to the downtown area may justify a rezoning to DN-3, Downtown High Density Residential. According to the applicant's narrative, the intent of the proposed rezoning is to allow for future flexibility in redevelopment. Potential future uses could include single-family, duplex or townhome developments.

Conclusion

Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan, the changing context of the surrounding uses, as well as the existing surrounding uses and zoning districts.

Attachment 5



Downtown Neighborhood Character Areas

- 1 Residential Preservation Areas
- 2 Downtown Core and Gateway Corridors
- 3 Corridor Commercial Areas
- 4 Southeast Downtown Plan Area
- 5 High Density Residential Area
- 6 Secondary Residential Density Area
- 7 Transitional Residential Area

Note: Information from page 135 of the City of Bentonville Community Plan

Attachment 6

REZONING STAFF REPORT



Brannon, Esslinger & Crystal Creek Realty, LLC

306 SE 2nd Street & 301,303, & 305 SE Henry

PC Date: 5/5/2020

Reviewer: Jon Stanley, Senior Planner

Project Number	RZ20-0011
Applicant / Current Owner	Brannon, 301 & 305 SE Henry Bentonville AR, 72712 Cindy Esslinger 50 Llanon Dr. Bella Vista AR, 72714 Crystal Creek Realty, LLC 10203 Sears Rd. Bentonville, AR 72713
Site Area	+/- 1.03 Acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	DN-3, Downtown High Density Residential
Future Land Use Map Designation	High Density Residential (HDR)

Property Description

These properties are situated between SE 2nd Street and SE Henry. All properties are currently zoned R-1, Single Family Residential. Adjacent zonings are R-1, Single Family Residential to the east, west, and south, R-3 Medium-Density, to the east, and DC, Downtown Core, to the north.

Relationship to the General Plan

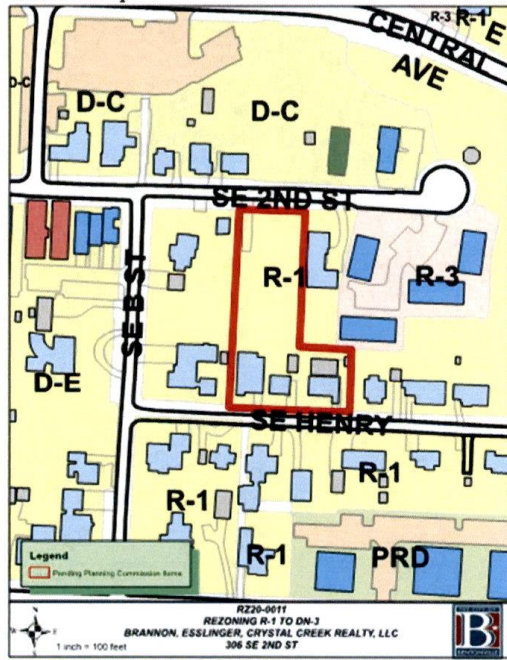
The Future Land Use Plan currently depicts this property as High Density Residential. These areas usually include higher density residential uses and may include amenities for residents such as parks, community centers, and resident-oriented commercial uses. While the DN-3 district allows for apartments and similar high density uses, the mid-block location of these properties would limit the densest development feasible to townhomes. Townhomes are differentiated from multi-family developments in that the units must be split onto separate lots for ownership after construction.

Public Comment

Staff has received public comments regarding this request.

<https://arcgis/08HvK8>

Location Map



Analysis

The site's compatibility with the Future Land Use Plan and proximity to the downtown area may justify a rezoning to DN-3, Downtown High Density Residential. According to the applicant's narrative, the intent of the proposed rezoning is to allow for future flexibility in redevelopment. Potential future uses could include single-family, duplex or townhome developments.

Conclusion

Staff recommends approval of the rezoning request due to the site's compatibility with the Future Land Use Plan, the changing context of the surrounding uses, as well as the existing surrounding uses and zoning districts.

REZONING APPLICATION NARRATIVE

Please accept this rezone request for 306 SE 2nd St., 301, 303 & 305 SE Henry St., 1.05 acres total, currently R-1, Single-Family Residential to proposed DN-3, Downtown High-Density Residential.

Explanation: As owners, Esslinger Trust (306 SE 2nd), Brannon (301 SE Henry), Crystal Creek Realty LLC/Willis (303 SE Henry), and Brannon (305 SE Henry), we request the rezone for future development, with no sales pending.

Reason: For future development. In accordance with the City's 2018 Community Plan, these properties conform to DN-3, Downtown High-Density Residential and to the Land Use Designation HD-R, High-Density Residential.

How it Relates: DN-3, Downtown High-Density Residential, recently approved multi-family to the West and proposed multi-family to the North. In addition, surrounding properties within a 200' radius of the proposed rezone are currently zoned R-1, Single-family Residential, R-3, Medium-Density Residential, DE, Downtown Edge, DC, Downtown Commercial, and PRD, Planned Residential Development. Land Use Designation is predominantly H-DR, High-Density Residential, followed by DT-C, Downtown Commercial, and two M-DR, Medium-Density Residential within the same 200' radius.

Use: To be addressed in development

Traffic: To be addressed in development

Signage: None required at this time

Appearance: None required at this time

Availability of water and sewer: All sites currently have water and sewer available.

Alison Worley

From: [REDACTED]
Sent: Monday, April 06, 2020 9:21 PM
To: Planning
Subject: April 7 Planning Commission meeting item
Attachments: 07 APR 2020 Galen.pdf; SE B and 2nd.jpg

Hello,
Attached is our objection to the rezoning at 306 SE 2nd St., 301, 303 and 305 Henry St. I am also attaching a photo of the street on a recent weekday to document the current lack of parking.

As mentioned in our objection, this property would be better served as DN-2, Downtown Medium-Density.

Thanks for your consideration.



NOTICE OF INTENT TO REZONE

Esslinger Trust, Brannon, Crystal Creek Realty LLC, Millis, and Brannon has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from R-1, Single-family Residential to DN-3, Downtown High-density Residential

The legal description of the property is as follows:

SEE ATTACHED (back of vicinity map)

The common description of the property is: 306 SE 2nd St., 301, 303, and 305 Henry St.

Proposed land use: Future development

The public hearing

will be held APRIL, 7 2020 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

- The property is located between two very narrow streets (SE 2nd and SE Henry). Increasing the traffic on these streets would be detrimental.
 - SE Henry has some sections in which two cars cannot currently pass each other safely.
 - SE 2nd ends in a cul-de-sac, with a senior citizen community
- Existing parking is abominable and adding multi-family housing would only exacerbate that problem. See attached photo of a recent weekday on SE 2nd Street. We are regularly unable to park in front of our own home.
- Surrounding lots are all single-family homes, making DN-3 high-density out of character with the existing neighborhood
- If the future plans are truly for townhomes as the densest residential use, then DN-2 Medium-density residential would be more appropriate



Alison Worley

From: patsy rakes [REDACTED]
Sent: Tuesday, April 07, 2020 3:01 PM
To: Planning
Subject: rezoning across from 306 s e henry st

86

Dear sir

Sent from [Mail](#) for Windows 10

I would like to express my concerns about the rezoning on henry street , proposed land use for future development of property at 306 s 2nd st, 301,303, and 305 henry st, I own and reside at [REDACTED] directly across from the 3 lots being considered for downtown high density residential. I believe I own the most property adjoining the proposed lots – I too own 3 lots and object to the rezoning for a number of reasons. The street on se henry is not adequate for high traffic, not adequate for on street parking. This is a very nice single family residential area and very well kept up by owner residents. I was born on henry st over 86 years ago and hope to remain here and enjoy this current neighborhood for the remainder of my live, signature patsy ruth brewer rakes

Alison Worley

From: Rob Sanders <[REDACTED]>
Sent: Tuesday, April 07, 2020 4:49 PM
To: Planning
Subject: Rezoning 305 SE Henry

I sent a letter

In case you didn't receive it:

I am opposed to the rezoning

My property is adjacent
307 Se Henry St

I am concerned about water drainage which is already a problem on that street All the water west of my house already drains into my yard and down my driveway and floods my garage. A new structure is probably going to make that worse.

I am concerned about privacy with multi level structure next to my house.

I am concerned about property values going down

I am concerned about traffic on that narrow street

Robert Sanders

Sent from my iPhone

April 7, 2020

To the Bentonville Planning Commission

RE: Zoning Application #RZ20-0011, Brannon, Esslinger, & Crystal Creek Realty, LLC, R-1 to DN-3.

My name is Robert Stoker. My wife and children [REDACTED] immediately abutting the western boundary of the Esslinger parcel.

As you know, the Esslinger's together with their adjacent property owners to the south of their property are seeking to change their zoning designation from R-1 to DN-3.

We are opposed to this zoning request on the following grounds:

Our home, which was built in 1890, is listed on the National register of Historic Homes and may be negatively impacted by the up-zoning of the Esslinger, Brannon and Crystal Creek properties to a higher density use. Our home was built by a civil war veteran who was a one time treasurer of Benton County, an early merchant of Bentonville who owned several mercantile stores and who, with his business partners, was instrumental in bringing the first railroad into Bentonville, which in significant part contributed to Bentonville's early growth and establishment as an economic and governmental center in the area. The historical exterior architectural features of our home remain intact and unchanged from their initial construction. This property is quickly becoming one of a very few original pre 1910 homes remaining in Bentonville. It is now at threat to become overshadowed and forgotten amongst Bentonville's advance toward the future.

At this time, all homes to the south, east and north of ours are single family homes. Establishing DN-3 zoning will create a "hop-scotch" zoning environment in the vicinity of our home with a mix of R-1 and higher density zones.

We are not opposed to this change for the sake of fighting change. We fully appreciate many of the wonderful changes and developments that have led to a vibrant Bentonville that we all love. However, we are opposed to such continued densification in the vicinity of our home without a clear strategy and vision which specifically addresses and targets the protection of historic neighborhoods and the remaining iconic and culturally important historic homes that are disappearing from the downtown Bentonville landscapes. These homes, including ours, have been a foundational part of Bentonville that in great part are on their own responsible for so much of the interest by many to live in the downtown area. This foundation of historical homes and their immediately surrounding neighborhoods should continue to provide inspiration for a future Bentonville which protects, values, and highlights such important structures, features and neighborhoods.

Historically, across many municipalities around the country that have either pursued or allowed this type of spot or hop-scotch zoning have seen mixed results even with the best intentions. Many times terrible consequences have played out over time as in many cases historic R-1 zoned properties and their neighborhoods have experienced declining values and even blight as they have been surrounded by or infiltrated by higher density, less compatible uses. Too often, this has resulted in the loss of such important historic structures over time as they have been slowly demolished to make way for more "inspired" uses.

We believe the properties immediately to our east and south should be maintained as an important and historic neighborhood of predominantly R-1 zoned properties.

We currently enjoy our property and it's quiet privacy afforded by the R-1 zoning on ours and the surrounding properties to the east and south. We have already been negatively impacted by the higher densities now built up to our west.

The buildings to our west quite literally have blocked our view to the west, our yard is repeatedly infringed upon by inconsiderate drivers parking on our landscaping, bumping into our fence, knocking over a tree.

The high density development on our west has also created a very significant and serious drainage problem resulting from the design and installation of new curb and gutter on the west side of SE B street. That design, in violation of Bentonville development code, has redirected drainage from the west side of SE B street directly across the street and into our yard, changing the pre-existing and established drainage patterns and resulting in repeated flooding of our yard including flooding up against the foundation of our home which never happened prior to the townhome and office development to our west. The City engineering department is aware of this matter.

Further, we now have 24 hour security lighting on the new commercial buildings to our west which shines into our west facing windows all night long. Parking along SE B street forces vehicles to drive upon our lawn regularly and accidents have even occurred at our intersection due to increased traffic and inadequate road infrastructure and road widths which were not addressed by or through the construction to our west.

We are now concerned that new multilevel homes will be built up to 40' tall just across our fence on our east boundary as well and which will look right down into our backyard and home. Literally allowing people to look into our home and lives. This is a literal impact on our privacy.

Finally, there are significant and existing drainage patterns in the area that may be affected by high density development to our east. We need to be assured that development on the Esslinger property will not further adversely impact our property as have the developments which have thus far been built to our west.

Primarily because of the above stated risk of devaluation of our property value, but also due to these additional concerns, we are opposed to this rezoning request.

NOTICE OF INTENT TO REZONE

Eslinger Trust, Brannon, Crystal Creek Realty LLC/Willis, and Brannon has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Single-family Residential to **DN-3, Downtown High-density Residential**

The legal description of the property is as follows:

SEE ATTACHED (back of vicinity map)

The common description of the property is: **306 SE 2nd St., 301, 303, and 305 Henry St.**

Proposed land use: **Future development**

The public hearing will be held **APRIL, 7** 20**20** at 5:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

☐ I / we have no objections to the rezoning.

☒ I / we object to the rezoning because:

Development at the subject locations has reached capacity without unreasonably interfering with the quiet use and enjoyment of single family residents by this spot zoning. The streets are not suitable for this increase in development

Signature and Physical Address

4/1/2020

City of Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

RE: Proposed rezoning 306 SE 2nd ST, 301, 303, 305 Henry St

We object to the rezoning to DN - 3

[REDACTED] and this property adjoins our home.

We object due to concerns about water drainage issues, privacy, property values and traffic.

I am very concerned about water drainage. We already have an issue with water drainage on that street. When we get one of our frequent deluges, the path of the water for everything west of my property drains into my yard (front and back), and then down my driveway. I had the city engineers out previously and followed their recommendations to try to improve this with limited success. It is unacceptable for new zoning to allow structures/ grading, etc. that might increase the water drainage that ends up against the foundation of my house.

We are concerned about lack of privacy if multi-level buildings are built next door to our house. I don't want people on the 3rd floor sitting on decks overlooking my backyard.

I am concerned this will decrease my property value.

SE Henry Street is a narrow street and has a single vehicle bridge just east of the property in question. It is not designed to handle traffic. I drive this road every day of the week, and egress from the neighborhood to get to Central or J street is already very challenging. I am concerned for the safety of bikers and runners on our street and there are numerous daily. My grandchildren and other children bike on this street. Huge numbers of bikers and runners cross Henry at the aforementioned single vehicle bridge on the greenway.

We object to the rezoning

Robert and Michelle Sanders
[REDACTED]

Tyler Overstreet

From: Brian Wedekind [REDACTED]
Sent: Monday, May 4, 2020 2:50 PM
To: Planning
Subject: Zoning Application #RZ20-0011, Brannon, Esslinger, & Crystal Creek Realty, LLC, R-1 to DN-3.

To the Bentonville Planning Commission,

My name is Brian Wedekind. [REDACTED] would like to voice my opposition to the rezoning of 306 SE 2nd St., 301, 303 & 305 SE Henry St., 1.05 acres total, Zoning Application #RZ20-0011. My property borders 306 SE 2nd st. as well as 303 and 305 SE Henry. This rezoning puts my house and property at risk of being surrounded by high density housing. Neither SE 2nd st. nor SE Henry can support the traffic and parking that higher density will bring. Henry is a tiny street with lovely houses and a great quite vibe; adding higher density will destroy the neighborhood feeling. More traffic along SE Henry will also make the crossing of the greenway bike trail across SE Henry much more dangerous. I know the area is changing and SE 2nd st. is already going to become overrun with cars due to the development of the land between Central ave. and SE 2nd st., but allowing the high density to jump over to Henry as well is a mistake. Growth will continue, but I believe it can be done in a way to preserve the beauty and incredible living experience of this neighborhood without letting developers squeeze every last penny out of each sq/ft of land. Thank You.

- Brian Wedekind

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL (PROJECT NUMBER: RZ20-0011).

WHEREAS, Richard Brannon, Jay Dene Brannon, Joshua Todd Brannon, Brad & Cindy Esslinger, and Crystal Creek Realty, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT'S 8, 9, & THE WEST HALF OF THE SOUTH 108' OF LOT 10 BLOCK 16 RAILROAD ADDITION TO BENTONVILLE, BENTON COUNTY, AR AS SHOWN ON PLAT RECORD BOOK "A" PAGE 38, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held May 5, 2020 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be denied and that said property not be rezoned from its present classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to DN-3, Downtown High Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Ellen Norvell

Department

Planning Department

Phone

271-5993

ACTION REQUIRED:

Staff recommends ordinance approval by City Council for a public parking space encroachment ordinance to temporarily allow the placement of tables, chairs, and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments through January 1, 2021.

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



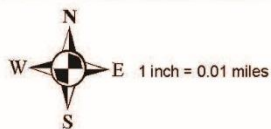
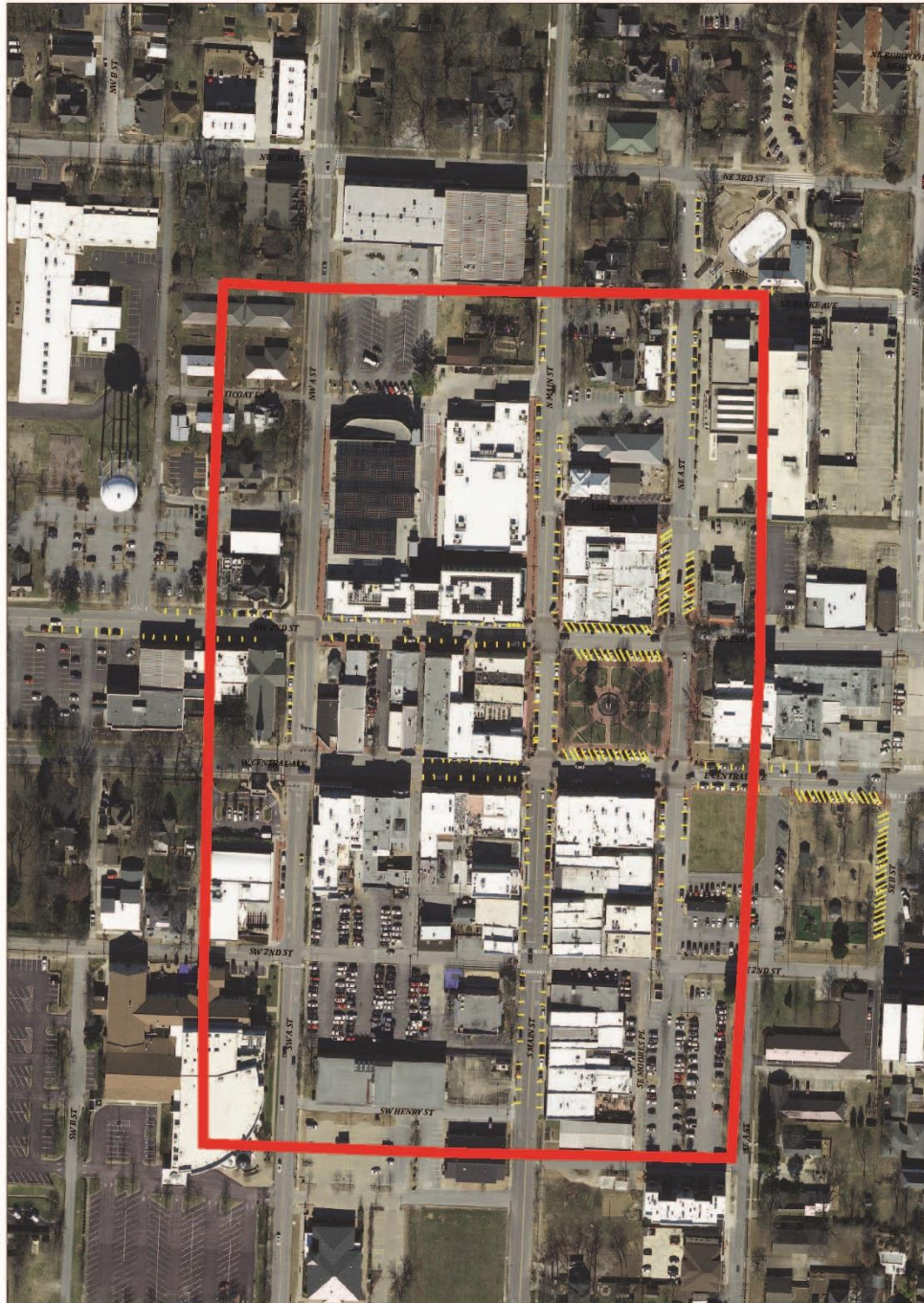
To: Mayor Stephanie Orman and Bentonville City Council
From: Ellen Norvell, Planning Director
CC Date: July 14, 2020
Re: Public Parking Space Encroachment Ordinance

Staff recommends City Council approval of a public parking space encroachment ordinance to temporarily allow the placement of tables, chairs, and other items on City of Bentonville public on-street parking spaces adjacent to downtown business establishments through January 1, 2021.

On March 11, 2020, Governor Asa Hutchinson declared a public health emergency in the State of Arkansas due to the COVID-19 pandemic, and the emergency restrictions curbed local establishments' ability to conduct business in order to protect the public from exposure to Coronavirus. Many establishments located in downtown Bentonville do not have outdoor space or designated parking areas in which to provide outdoor dining or curbside pickup.

This ordinance would allow establishments in the downtown area to enter into an encroachment agreement with the City which would permit additional seating or curbside pickup.

ATTACHMENT A: Downtown Encroachments Map



ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PLACEMENT OF TABLES, CHAIRS AND OTHER ITEMS ON CITY OF BENTONVILLE PUBLIC ON-STREET PARKING SPACES ADJACENT TO DOWNTOWN BUSINESS ESTABLISHMENTS THROUGH JANUARY 1, 2021 AND DECLARING AN EMERGENCY.

WHEREAS, on March 11, 2020, Governor Asa Hutchinson declared a public health emergency in the State of Arkansas due to the COVID-19 pandemic, and the emergency restrictions curbed local establishments' ability to conduct business in order to protect the public from exposure to Coronavirus; and

WHEREAS, Governor Hutchinson is now phasing in new guidelines to reopen businesses and has indicated that restaurants can reopen their dining rooms at only sixty-six percent (66%) capacity beginning on June 15, 2020; and

WHEREAS, many establishments located in downtown Bentonville do not have outdoor space or designated parking areas in which to provide outdoor dining or curbside pickup during the COVID-19 restrictions, and

WHEREAS, the City Council desires to support and assist Bentonville establishments so that they may increase their sales, provide food and drink to their patrons and produce revenue and jobs to help the economy while maintaining social distancing requirements.

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

Section 1. That Attachment A: Downtown Encroachments Map shall be and is hereby adopted by reference as though it was copied herein fully.

Section 2. That business establishments located within the area identified in Attachment A: Downtown Encroachments Map, may submit a written request to the Bentonville Planning Department for an Encroachment Agreement to designate parking spaces adjacent to their establishment, hereinafter referred to as the "*encroached premises*," for the placement of tables, chairs and other items. The written request shall indicate if the establishment is using their designated *encroached premises* for outdoor seating, for curbside pickup or other purposes. The Encroachment Agreement shall be established in accordance with Governor Hutchinson's authority and guidelines for establishments to reopen, and shall include the following:

- a. **Indemnification.** Establishment shall agree to include a release and indemnification provision releasing and indemnifying the City of Bentonville from personal injury and property damage liability resulting from the use of the *encroached premises*;
- b. **Condition of encroached premises.** Establishment shall agree to inspect and report to the Street Department in a timely manner any defects in the *encroached premises*. The establishment owner shall be responsible for the cleanliness (including cleaning methods recommended by the CDC in response to the COVID-19 pandemic) maintenance, and upkeep of their *encroached premises*.
- c. **Insurance.** Establishment shall agree that, at its sole expense, shall maintain comprehensive general liability insurance, protecting against all claims for personal injury, death or property damage occurring upon, in or about the *encroached premises* resulting from the use or occupancy thereof, with a minimum of \$1,000,000 (one million dollars) in coverage and limits acceptable to the city for the entire term of the Encroachment Agreement insurance rated and any extension thereof. The city must be named in this policy as an additional insured entity. Further, if the establishment serves alcohol, then the establishment must have liquor liability insurance with a minimum of \$1,000,000 (one million dollars). The city must also be named in this policy as an additional insured entity. The establishment shall include copies of all policies of insurance with evidence of the payment of the premiums thereon with his, her or its application. The establishment shall deliver to the city at least ten (10) days prior to the expiration of such policy, evidence that it has been renewed. All policies of insurance carried hereunder shall provide that they cannot be canceled without giving at least ten days prior written notice to the city and shall be written by insurance companies licensed by the State of Arkansas and reasonably satisfactory to the city. Any insurance carried by an establishment on his, her or its own property or for his, her or its own benefit in connection with this section shall contain a clause waiving any claim by the insurance company for subrogation against the city.
- d. **Smoking.** The establishment shall agree to designate that the *encroached premises* will be non-smoking, due to the premises being an extension of the establishment.
- e. **Alcohol.** The establishment shall agree that alcoholic beverages may only be served or consumed in the *encroached premises* if the establishment is in compliance with their ABC liquor state and local licenses as approved by the state Department of Alcoholic Beverage Control or otherwise allowed by law.
- f. **Hours of Operation.** The establishment shall agree to not operate in the *encroached premises* earlier than 7:00 a.m. and all operations in the *encroached premises* must

cease and be vacated by the close of operation hours or up to 1:00 a.m., whichever occurs first.

- g. **Minimum Design Standards.** Establishment shall agree that the *encroached premises*, at the sole expense of the establishment, must be effectively blocked off and visibly marked in order to ensure safety of patrons from vehicles in the area. If table, chairs or other seating is being provided, the *encroached premises* shall meet the following minimum requirements. Additional elements may be allowed in the *encroached premises* if the design meets the guidelines of parklet design as established by NACTO.

(1) Size

- a. Length: The maximum length of a parklet is limited to the length of the responsible business's frontage. If a business wishes to exceed this requirement, they must include a letter of support from adjacent business owners. This letter of support must expressly grant permission to occupy the parking spaces in front of their business.
- b. Width: The maximum width of a parklet is the area between the curb and travel lane of the parking space it replaces.

(2) Location

- a. A parklet may not intrude into travel lanes. Parklet elements should provide a minimum 1-foot buffer between the travel lane and the parklet.
- b. To allow for clear visibility at intersections, a parklet may not be located within 20-feet of an intersection, measured from the right-of-way of the intersection to the edge of the parklet.
- c. Parklets must be buffered a minimum of 4-feet on each end from adjacent parking stalls. Wheel stops are required to clearly delineate the buffer zone.
- d. Parklets shall not block critical curbside or street infrastructure. These include, but are not limited to: fire apparatus, utility meters or manholes, and handicap-accessible parking spaces.

(3) Minimum Safety Standards

- a. Parklets may not interfere with the sightlines of traffic nor pedestrians. Parklets shall conform to AASHTO's sight visibility requirements.
- b. To clearly delineate between the parklet and the travel way, a parklet must have a continuous barrier along the travel lane. The barrier may be composed of railings, barricades, planters, and/or a seat wall. The barrier may be a maximum of 42 inches in height. Parklets are encouraged to incorporate seating and plantings in their design.
- c. Parklets must meet the requirements of the Americans with Disabilities Act. The seating area must accommodate a 60-inch turning circle for a wheelchair and the entrance to the parklet must be a minimum of 60-inches in width. The parklet must be designed to be flush with the adjacent curb. A steel transition plate can ensure a flush transition.

(4) Design Requirements

- a. Parklets should be temporary in nature. The parklet must be designed to be removable; wood frame, steel frame, or pedestal support systems are encouraged.
- b. Applicants are encouraged to utilize high quality, weather-resistant materials that fit within the context of downtown. The surface of the parklet should be slip and weather resistant to ensure safety and accessibility.
- c. The design of the parklet should not inhibit the adequate drainage of stormwater.

Section 3. An Encroachment Agreement may be revoked by the city upon a finding by the Planning Director that the establishment has violated any terms of the agreement; or that the encroachment causes a health/safety risk; or that a city ordinance or state or federal law has been violated; or the establishment or an employee of the establishment has been convicted of serving alcohol to a minor. The establishment may appeal this revocation to the City Council within 14 days of the notice of revocation.

Section 4. This ordinance shall expire at 11:00 p.m. on January 1, 2021.

Section 5. That this Ordinance is necessary to preserve the public peace, health, safety and welfare, and because of such, an emergency is declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2020.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

City Clerk



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Public hearing and ordinance vacating a Utility Easement requested for Lots 23, 24 and 25 of Chardonay Subdivision (VAC20-0010).

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	\$ -

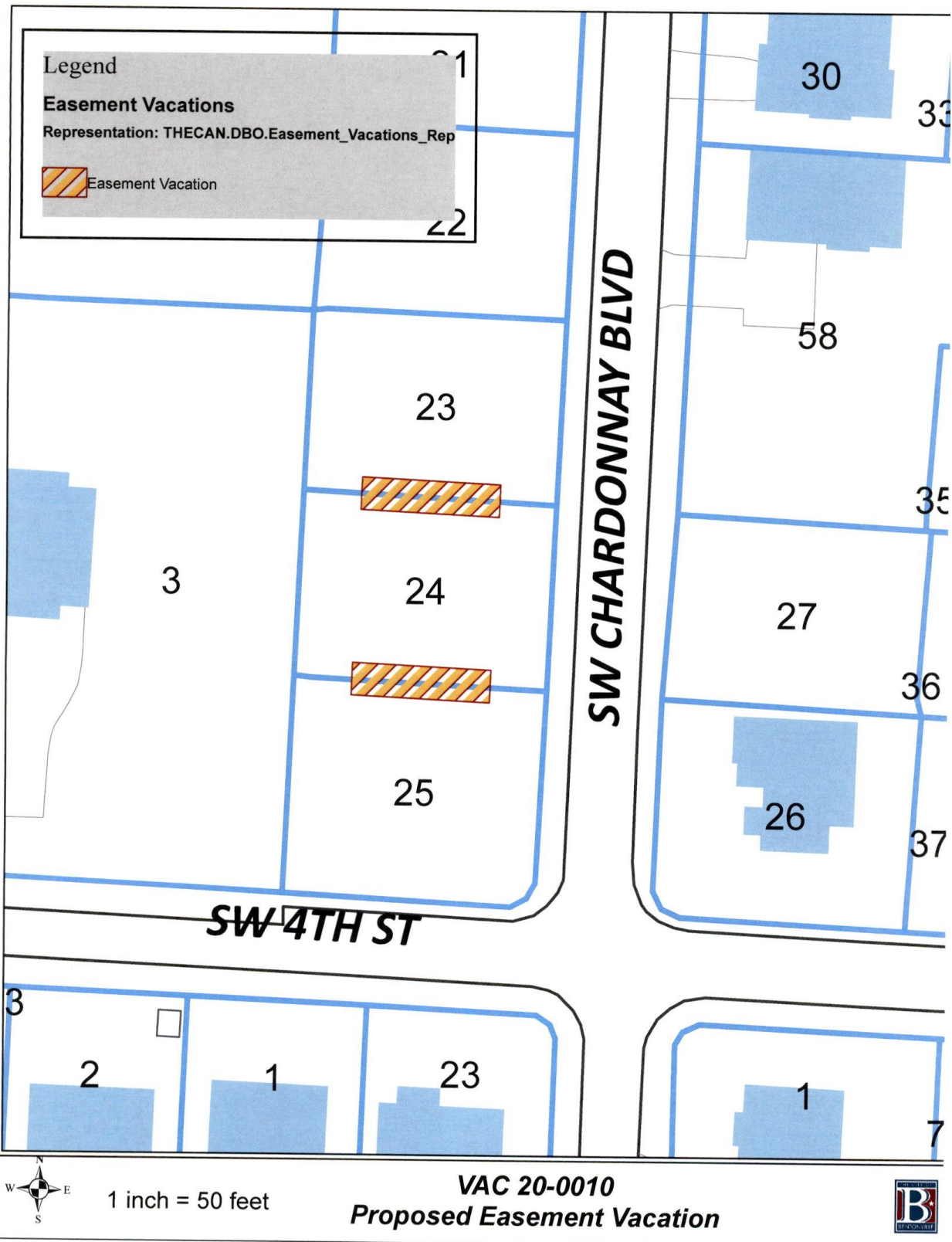
This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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PLEASE RECYCLE





ORDINANCE NO _____

**AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOTS
23, 24 AND 25 OF CHARDONNAY SUBDIVISION TO THE CITY OF BENTONVILLE,
ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0010).**

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

Two (2) Easement Vacations situated in the NW 1/4 of Section 35, Township 20 North, Range 31 West, Benton County, Arkansas, being a part of Lots 23, 24 and 25 of Chardonnay Subdivision, recorded in Plat Book P4, Page 814 in the City of Bentonville, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83, performed on June 17, 2019 by CEI Engineering Associates, Inc. as follows:

Easement #1

COMMENCING at the Northwest corner of Lot 22 of said Chardonnay Subdivision;
THENCE along the West boundary line of said Lot 22, South 02°12'11" West a distance of 80.00 feet to the Northwest corner of said lot 23;
THENCE along the West line of said Lot 23, South 02°12'11" West, a distance of 80.00 feet to the Northwest corner of Lot 24;
THENCE leaving said West boundary line and along the South boundary line of said Lot 23, South 87°15'39" East a distance of 25.00 feet to the **POINT OF BEGINNING**;
THENCE Leaving said South boundary line, North 02°12'11" East a distance 7.00 feet;
THENCE South 87°15'39" East a distance of 60.10 feet;
THENCE South 02°13'22" West a distance of 7.00 feet to a point on the aforementioned South line;
THENCE South 02°13'22" West a distance of 7.00 feet;
THENCE North 87°15'39" West a distance of 60.10 feet;
THENCE North 02°12'11" East a distance of 7.00 feet to the **POINT OF BEGINNING** and containing 841 square feet or 0.02 acres, more or less.

Easement #2

COMMENCING at the Northwest corner of Lot 22 of said Chardonnay Subdivision;
THENCE along the West boundary line of said Lot 22, South 02°12'11" West a distance of 80.00 feet to the Northwest corner of said lot 23;
THENCE along the West line of said Lot 23, South 02°12'11" West, a distance of 80.00 feet to the Northwest corner of Lot 24;
THENCE along the West line of said Lot 24, South 02°12'11" West a distance of 80.00 feet;
THENCE leaving said West boundary line and along the South boundary line of said Lot 24, South 87°15'39" East a distance of 25.00 feet to the **POINT OF BEGINNING**;
THENCE Leaving said South boundary line, North 02°12'11" East a distance 7.00 feet;
THENCE South 87°15'39" East a distance of 60.10 feet;

THENCE South 02°13'22" West a distance of 7.00 feet to a point on the aforementioned South line;

THENCE South 02°13'22" West a distance of 7.00 feet;

THENCE North 87°15'39" West a distance of 60.10 feet;

THENCE North 02°12'11" East a distance of 7.00 feet to the **POINT OF BEGINNING** and containing 841 square feet or 0.02 acres, more or less.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described utility easement.

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

Section 1: The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to a utility easement designated as follows:

Two (2) Easement Vacations situated in the NW 1/4 of Section 35, Township 20 North, Range 31 West, Benton County, Arkansas, being a part of Lots 23, 24 and 25 of Chardonney Subdivision, recorded in Plat Book P4, Page 814 in the City of Bentonville, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83, performed on June 17, 2019 by CEI Engineering Associates, Inc. as follows:

Easement #1

COMMENCING at the Northwest corner of Lot 22 of said Chardonney Subdivision;

THENCE along the West boundary line of said Lot 22, South 02°12'11" West a distance of 80.00 feet to the Northwest corner of said lot 23;

THENCE along the West line of said Lot 23, South 02°12'11" West, a distance of 80.00 feet to the Northwest corner of Lot 24;

THENCE leaving said West boundary line and along the South boundary line of said Lot 23, South 87°15'39" East a distance of 25.00 feet to the **POINT OF BEGINNING**;

THENCE Leaving said South boundary line, North 02°12'11" East a distance 7.00 feet;

THENCE South 87°15'39" East a distance of 60.10 feet;

THENCE South 02°13'22" West a distance of 7.00 feet to a point on the aforementioned South line;

THENCE South 02°13'22" West a distance of 7.00 feet;

THENCE North 87°15'39" West a distance of 60.10 feet;

THENCE North 02°12'11" East a distance of 7.00 feet to the **POINT OF BEGINNING** and containing 841 square feet or 0.02 acres, more or less.

Easement #2

COMMENCING at the Northwest corner of Lot 22 of said Chardonnay Subdivision;

THENCE along the West boundary line of said Lot 22, South 02°12'11" West a distance of 80.00 feet to the Northwest corner of said lot 23;

THENCE along the West line of said Lot 23, South 02°12'11" West, a distance of 80.00 feet to the Northwest corner of Lot 24;

THENCE along the West line of said Lot 24, South 02°12'11" West a distance of 80.00 feet;

THENCE leaving said West boundary line and along the South boundary line of said Lot 24, South 87°15'39" East a distance of 25.00 feet to the **POINT OF BEGINNING**;

THENCE Leaving said South boundary line, North 02°12'11" East a distance 7.00 feet;

THENCE South 87°15'39" East a distance of 60.10 feet;

THENCE South 02°13'22" West a distance of 7.00 feet to a point on the aforementioned South line;

THENCE South 02°13'22" West a distance of 7.00 feet;

THENCE North 87°15'39" West a distance of 60.10 feet;

THENCE North 02°12'11" East a distance of 7.00 feet to the **POINT OF BEGINNING** and containing 841 square feet or 0.02 acres, more or less.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

City Clerk
City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

696-0229

ACTION REQUIRED:

Resolution setting a public hearing for July 28, 2020 for a Utility Easement Vacation requested for Lot 301 of Windwood Subdivision Phase 6 (VAC20-0011).

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.

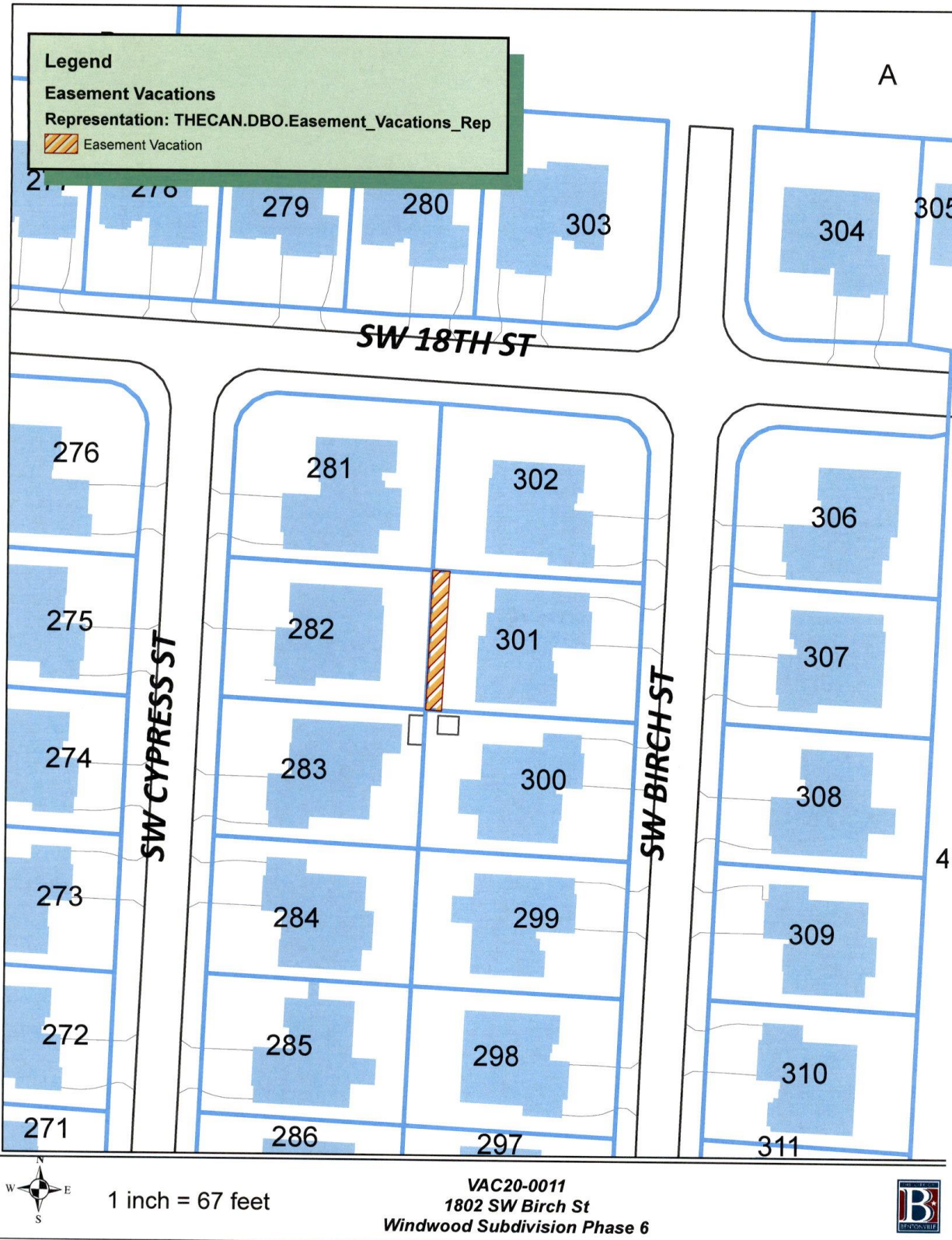
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Emanuel and Amalia Thurman requesting utility easement vacation (VAC20-0011) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

The 10' Utility Easement squarely off the West Side of Lot 301 Windwood Subdivision Phase VI as shown on Plat Record Book 2014 Page 574 and filed for record at the Benton County Clerk's Office, Benton County, Arkansas

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on July 28, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____, 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

City Clerk
City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Tracy Billings

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Resolution setting a public hearing for July 28, 2020 for a Drainage Easement Vacation requested for Lot 2 of Silver Leaf Addition (VAC20-0017).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

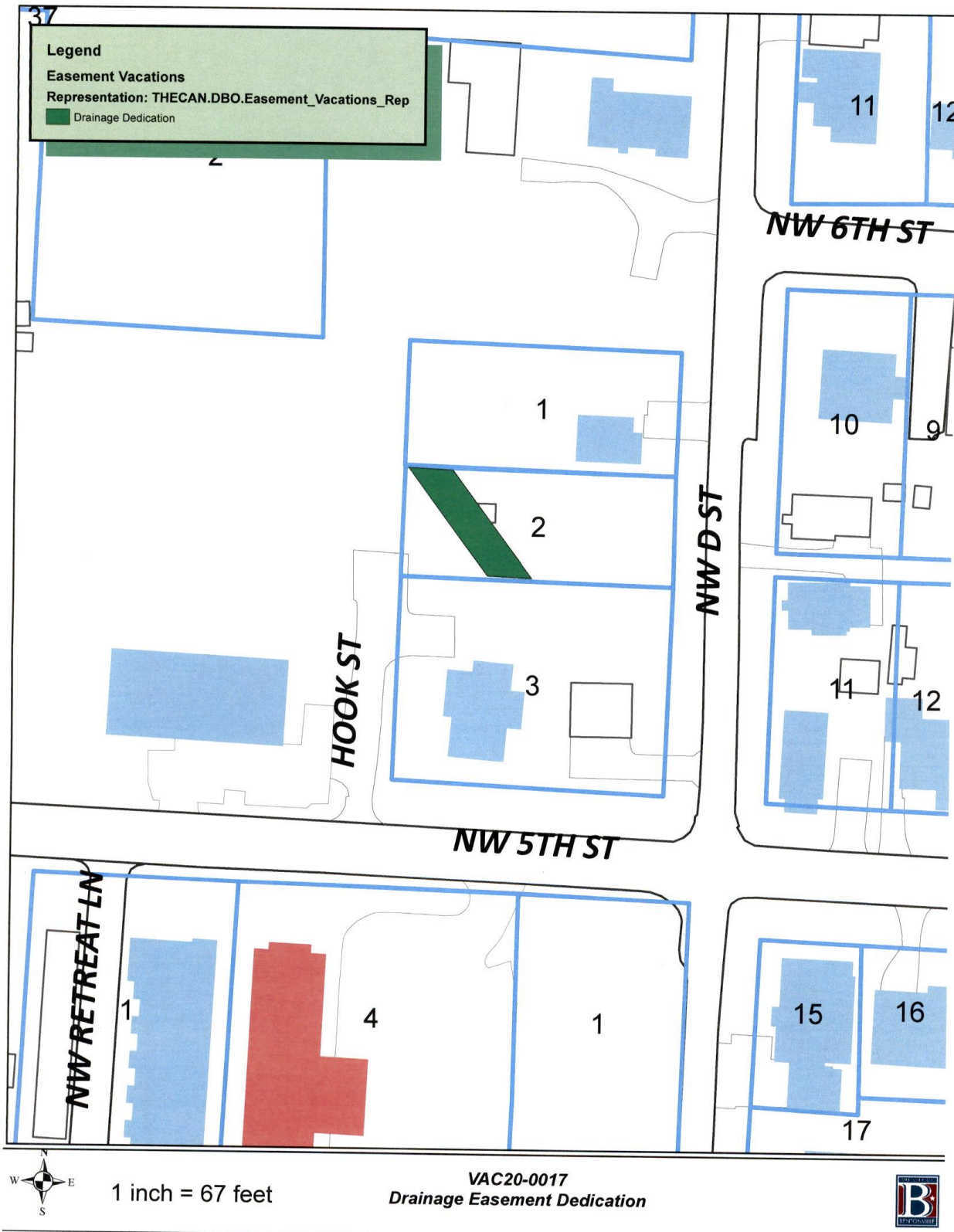
This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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



PLEASE RECYCLE





RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Reeves Design and Construction requesting drainage easement vacation (VAC20-0017) within the City of Bentonville, Arkansas be vacated, which said drainage and utility easement is described as follows:

COMMENCING AT THE SE PROPERTY CORNER OF LOT 2 OF SILVER LEAF ADDITION ALONG THE RIGHT-OF-WAY OF NE D STREET; THENCE N87°23'00"W 81.34 FT TO THE POINT OF BEGINNING; THENCE N87°23'00"W 25.85 FT TO A POINT; THENCE N36°41'55"W 77.55 FT TO A POINT; THENCE S87°23'00"E 25.85 FT TO A POINT; THENCE S36°41'55"E 77.55 FT TO THE POINT OF BEGINNING; CONTAINING 1551.03 SF OR 0.0356 ACRES MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on July 28, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

City Clerk
City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Resolution authorizing the Mayor to enter into an amended agreement with Crafton, Tull & Associates, Inc. for Amendment 3 to the Master Services Agreement for the design of Tributary 2 Drainage Improvements. The cost of this Amendment is \$60,720.00.

COST TO CITY:

Cost of this Request: \$60,720.00

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: Amendment to CTA Contract for Trib 2 Phase 2 Drainage Project

Staff recommends City Council approval of a resolution authorizing the Mayor to enter into an amended agreement to the original 2005 contract with Crafton, Tull and Associates, Inc (CTA). This amended agreement is known as Amendment 3.

Little Osage Creek Tributary 2 (Trib 2) begins close to the intersection of SE C Street and SE 10th Street and continues southwest until the confluence at Opal Road where it merges with Little Osage Creek. Trib 2 has already undergone improvements from Walton Blvd, east to approximately 100 feet west of SW A Street, known as Trib 2 Phase 1. The portion of improvements that the aforementioned amendment covers is from SW A Street east to SE C Street, also known as Trib 2 Phase 2.

In 2005, the City entered into a Master Services Agreement (MSA) with CTA to provide engineering, design, surveying and construction management services for the Trib 2 project, which was also included in the Main Street redesign. This project was divided up after the bids came back to high and Trib 2 was then divided again into two different phases. Trib 2 Phase 1 was completed in February of 2017. Amendment 3 is now being generated allowing this project to proceed with finishing the design for Trib 2 Phase 2. This project will be adding upgraded bridge structures to SW A Street, South Main Street, and Benton Street, and this project will also be upgrading the vegetated channel to a concrete channel. Currently SW A Street is under design and CTA will be providing the design engineer for SW A Street the information needed to complete their design of the road over the proposed bridge. Additional work orders will be required once the design is complete and bidding of the project is warranted. CTA is anticipating having 100% plans ready by December 2020 allowing the City to look at bidding the project potentially in January of 2021.

The cost of Amendment 3 is \$60,720.00. \$30,360.00 will come from Bond and the remaining \$30,360.00 will come from street reserves.

Please find the attached Amendment 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.

AMENDMENT NO. 3 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: November 10, 2005
- b. OWNER: City of Bentonville
- c. ENGINEER: Crafton, Tull & Associates, Inc.
- d. Project: Tributary 2 to Little Osage Creek Drainage Improvements

2. Nature of Amendment

- Additional Services to be performed by ENGINEER
- Modifications to Payment to ENGINEER

3. Description of Modifications

See Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 14, 2020.

OWNER:

CITY OF BENTONVILLE, AR

ENGINEER:

CRAFTON, TULL & ASSOCIATES, INC.

By: _____
Stephanie Orman

Title: Mayor

Date Signed: _____

By: 
Bill Burnett, P.E.

Title: Vice President

Date Signed: 6/30/20

ATTACHMENT 1

MODIFICATIONS

Additional Services to be performed by ENGINEER:

Revise the current construction plans to create a "Phase II" project beginning approximately 100 feet west of SW "A" Street, at the end of the previously constructed Phase I concrete channel and running eastward, including new precast culverts at SW "A" Street, Main Street, and Benton Street, with the channel improvements terminating at the existing culvert on SE "C" Street. Portions of the redesign effort shall be focused on cost saving measures due to recent efforts by others to acknowledge decreased flowrates that are far below those currently published by FEMA.

Work shall include plans, specifications, and contract documents that are ready for bid letting. Bidding, construction observation, construction administration, and other additional services are not included but can be added by future amendment. Refer to the attached Exhibit "A" and "A1" Scope of Service sheets for further detail. Also attached is Exhibit "B" Standard Hourly Rates for engineering and surveying services.

Modifications to Payment to ENGINEER:

The OWNER shall pay ENGINEER for the Additional Services set forth above an amount equal to the cumulative hours charged to the Project by each class of the ENGINEER's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses charged at cost times a 1.15 multiplier and ENGINEER's consultants charged at cost times a 1.05 multiplier, if any consultants are included. Standard Hourly Rates shall be those shown in the attached Exhibit "B". The compensation for the Additional Services described herein is estimated to be \$ 60,720.

Breakdown of above fee for City's internal budgeting purposes:

a) SW "A" Street & Main Street culvert portions:	50% of design effort or \$30,360
b) Benton Street culvert & Trib 2 channelization portions:	50% of design effort or <u>\$30,360</u>
	\$60,720 Total

Estimated Schedule:

Begin work / Signed Contract:	July 15, 2020
15% Submittal – Preliminary SW "A" St Culvert Sizing Info to MCE:	July 31, 2020
60% Submittal – Preliminary Design, Hydraulic Report & Final Culvert Sizing:	Sep 25, 2020
90% Submittal – Final Design, Plans, Specs & Estimate:	Nov 20, 2020
100% Submittal – Plans, Specs & Estimate:	Dec 18, 2020

Dates above are subject to City review times.



Exhibit "A"

Scope of Basic Services For:

Project:	Little Osage Creek Tributary 2 Hydraulic Study
Client:	City of Bentonville
Location of Project:	Little Osage Creek Trib 2, roughly bounded by HWY 102 and SE C St.
Discipline:	Civil Engineering
Discipline Manager:	Bill Burnett, P.E.
Project Manager:	Bill Burnett, P.E.
Proposal Date:	12 June 2020
Billing Type:	Hourly plus Reimbursables
Fee/Estimate:	Hourly estimate: \$22,500 Reimbursable estimate: \$1,000
Description of the Project:	Prepare Floodplain Modeling for Little Osage Creek Tributary 2 bounded by HWY 102 and SE C St to present to the City of Bentonville. Provide recommendations to alleviate flooding in the area to be combined with street improvement plans. <i>*NOTE: This scope does NOT include submitting a Conditional Letter of Map Revision (CLOMR) or Letter of Map Revision (LOMR). Should a CLOMR/LOMR become needed, an additional fee will be required.</i>

Basic services to be provided by the hydraulic engineer:

HEC-RAS Models:

- Will confirm current effective model provided by the City of Bentonville reflects existing conditions.
- Models to be provided:
 - Corrected effective model
 - Proposed model with future improvements to the hydraulic structures on the following:
 - SW A St.
 - S. Main St.
 - SE Benton St.
 - Proposed model showing realignment and channelization of Little Osage Creek Tributary 2 outside of right-of-way but within current drainage easements.

Floodplain Mapping:

- We will map the floodplains below using topographic data collected from field survey (separate scope and fee) supplemented with LiDAR data available on Bentonville GIS.
 - Corrected Existing 100 year floodplain
 - Proposed 100 year floodplain with all improvements to the channel and hydraulic structures.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee. The scope and fee are based on modeling a section of stream no larger than 250 feet upstream of SE C St. and 250 feet downstream of HWY 102. Should the modeling require extension beyond those limits, additional fee may be required.



Items to be provided by the City of Bentonville:

- Effective HEC-RAS models for Little Osage Creek Tributary 2 from FTN's recent study.
- Effective Hydrologic report (flow calculations) for Little Osage Creek Tributary 2 from FTN's recent study.



Exhibit "A1"
Scope of Basic Services For:

Project:	Little Osage Creek Tributary 2 – Redesign
Client:	City of Bentonville
Location of Project:	Little Osage Creek Trib 2, roughly bounded by Hwy 102 and SE C St.
Discipline:	Civil Engineering
Discipline Manager:	Bill Burnett, P.E.
Project Manager:	Bill Burnett, P.E.
Proposal Date:	12 June 2020
Billing Type:	Hourly plus Reimbursables
Fee/Estimate:	Hourly estimate: \$36,220 Reimbursable estimate: \$1,000
Description of the Project:	Redesign of previously channel improvement project. Original project was designed with the high flowrates published by FEMA. Recent work by others has demonstrated that the actual flowrates are much lower. The channel improvement will be redesigned with smaller structures that accommodate the lower flowrates and new revised construction plans will be prepared for bidding purposes.

Basic services to be provided by the civil engineer:

Topo Survey Refresh:

- Field survey minor site changes since original topo survey was completed
- Update base drawing for purposes of project redesign

Final Design Phase ("On-site" Only):

- Construction Drawings to include:
 - Updated site and grading plans
 - Updated erosion control plans
 - Updated sanitary sewer plan and profiles
 - Updated storm sewer profiles
 - Updated channel cross section sheets
 - Updated detail sheets
 - Coordinate with other firms preparing street designs
 - Quantity take-off & estimate of probable cost
 - Prepare construction contract & bid documents
 - Upload documents to eTrakit at appropriate stages
 - Perform quality control review
 - Final revisions from QC and City reviews



Bidding Phase:

- Not Included but can be added by future amendment

Construction Administration Phase:

- Not included but can be added by future amendment

Items Provided by Owner:

- Easement Procurement
- Access to the site

Additional Items that can be Provided by CTA under amendment or separate contract

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Traffic Study
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions
- Preparation of right-of-way and easement documents

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee. The scope and fee assume that the existing Corps of Engineers permit is sufficient and that no additional permitting efforts will be required. It is also assumed that the existing easements acquired during the original design will be sufficient for the redesign project and that no additional document preparation or acquisition will be required.



Exhibit "B"

Standard Hourly Rate Schedule Effective January 1, 2020

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 190
SR. ENGINEERING MANAGER	\$ 175
ENGINEERING MANAGER	\$ 155
SR. PROJECT ENGINEER	\$ 125
PROJECT ENGINEER	\$ 115
ENGINEER INTERN III	\$ 115
ENGINEER INTERN II	\$ 95
ENGINEER INTERN I	\$ 85
SR. ENVIRONMENTAL SCIENTIST	\$ 145
ENVIRONMENTAL SCIENTIST	\$ 85
SR. ENGINEERING DESIGNER	\$ 135
ENGINEERING DESIGNER III	\$ 105
ENGINEERING DESIGNER II	\$ 85
ENGINEERING DESIGNER I	\$ 75
ENGINEERING CAD TECHNICIAN III	\$ 70
ENGINEERING CAD TECHNICIAN II	\$ 60
ENGINEERING CAD TECHNICIAN I	\$ 45
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 185
ADMINISTRATIVE MANAGER	\$ 125
ADMINISTRATIVE IV	\$ 85
ADMINISTRATIVE III	\$ 70
ADMINISTRATIVE II	\$ 50
ADMINISTRATIVE I	\$ 35
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	\$ 135
PROJECT LANDSCAPE ARCHITECT	\$ 95
LANDSCAPE ARCHITECTURE DESIGNER	\$ 80
LANDSCAPE ARCHITECT INTERN	\$ 80
PLANNING	
PLANNING MANAGER	\$ 150
SR. PLANNER	\$ 140
PLANNER II	\$ 90
PLANNER I	\$ 75

Category	Hourly Rate
INSPECTION	
SR. INSPECTOR	\$ 100
INSPECTOR II	\$ 85
INSPECTOR I	\$ 60
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	\$ 190
SR. PROFESSIONAL SURVEYOR	\$ 140
PROFESSIONAL SURVEYOR	\$ 105
SURVEY PROJECT MANAGER	\$ 110
SURVEY COORDINATOR	\$ 85
SURVEYOR INTERN	\$ 75
SURVEY PARTY CHIEF	\$ 75
SURVEY TECHNICIAN III	\$ 55
SURVEY TECHNICIAN II	\$ 45
SURVEY TECHNICIAN I	\$ 35
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	\$ 110
GIS ANALYST	\$ 85
GIS TECHNICIAN II	\$ 55
GIS TECHNICIAN I	\$ 40
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.56/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT WITH CRAFTON, TULL & ASSOCIATES, INC. FOR PROFESSIONAL SERVICES FOR THE TRIBUTARY 2 PHASE 2 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 Crafton, Tull & Associates, Inc. for professional services related to the Tributary 2 Phase 2 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 #
X	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

June 14, 2020

Submitted by:

Dan Weese

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Budget Adjustment for Amendment 3 to Crafton, Tull & Associates, Inc. Master Service Agreement for Tributary 2 Phase 2 Project. The Cost of the Amendment is \$60,720.00, which \$30,360.00 will be paid from the Bond Account and the remaining \$30,360.00 will come from street reserves.

COST TO CITY:

Cost of this Request: \$30,360.00

Additional Budget Amount \$30,360.00

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$
Funds Expended to Date	
Remaining Budget	
Budget Adjustment	30,360.00
Remaining After Adjustment	\$ 30,360.00

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: Engineering

Date of Request: July 2, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
203810-47380	Street Construction		\$30,360.00	\$ (30,360.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 30,360.00	\$ (30,360.00)

Justification:

Amendment 3 for Trib 2 Phase 2 is a total of \$60,720.00. \$30,360.00 is coming from bond and the remaining \$30,360.00 will be coming from Street Reserve Fund and be placed in the 7380 Street Construction Account.

FOR ACCTING USE ONLY

Council Action: Approved Disapproved Other _____

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-20-53
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid award of bid IFB-20-53 in the amount of \$725,261.32 to Decco Contractors for the City's 2020 overlay program. Please see attachments.

COST TO CITY:

Cost of this Request: 725,261.32

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	700,000
Funds Expended to Date		
Remaining Budget		700,000
Budget Adjustment		\$25,261.32
Remaining After Adjustment	\$	725,261.32

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





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

Memorandum

DATE: June 29, 2020

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: 2020 Overlay Bid #IFB-20-53

The Street Department is responsible for maintenance of approximately 600 traffic lane miles of streets within the City limits. Over the last five years, the City's overlay program has averaged approximately 4.5 traffic lane miles of asphalt maintenance with an average cost of \$404,980 annually. This consisted of applying a 2" mill and surface replacement.

The Street Department has researched and found proven alternatives for street maintenance that will increase the number of traffic lanes miles that is contracted out for the 2020 overlay program. This will allow approximately 17 traffic lane miles to be improved.

- Instead of a 2" mill and overlay, a 1.5" mill and overlay will be performed using a ARDOT superpave mix design for selected streets.
- ARDOT approved mastic seal will be applied to selected streets. A mastic seal is a thin layer of asphalt emulsion that is combined with a finer aggregate, which will not require the street to be milled.
- Instead of milling the full width of SE 28th street, only the travel lanes will be milled and overlaid while the center turn lane will have a fog seal applied. The type of fog seal being used is a rejuvenator that will penetrate the existing asphalt and fill the existing cracks in the street.

The budget for the 2020 overlay project is \$700,000. The low bid was submitted by Decco Contractors in the amount \$809,005.48. After reviewing the items in the bid, adjustments were made. Please see the attached revised overlay list. Staff recommends awarding bid #IFB-20-2053 to Decco Contractors for \$725,261.32 for the 2020 overlay project. A budget adjustment of \$25,260.32 is needed for this. Please see the additional budget adjust request for this.

Sincerely,
Tony Davis
Street Manager
City of Bentonville

IFB 20-53 BID TABULATION

CITY OF BENTONVILLE, ARKANSAS IFB-20-53 STREET OVERLAY PROJECT BID OPENING: JUNE 15, 2020 @ 1:30P.M.				APAC - Central, Inc.		Decco Contractors - Paving		Hutchens Construction	
Line Number	(A) Estimated Quantity	Unit of Measure	Item Description	Per Unit of Measurement Price	Extended Price	Per Unit of Measurement Price	Extended Price	Per Unit of Measurement Price	Extended Price
1	4154	TONS	ACHMSC (Asphaltic Concrete Hot Mix Surface Course) Complete and In-Place, As Specified.	\$ 100.50	\$ 417,477.00	\$ 96.02	\$ 398,867.08	\$ 105.46	\$ 438,080.84
2	41,380	SY	Asphalt Milling, As Specified.	\$ 3.10	\$ 128,278.00	\$ 2.00	\$ 82,760.00	\$ 2.85	\$ 117,933.00
3	15,293	LF	4" Yellow Thermoplastic Pavement Marking (Standard g" Gap), As Specified	\$ 0.85	\$ 12,999.05	\$ 0.88	\$ 13,457.84	\$ 0.88	\$ 13,457.84
4	5,883	LF	4" Yellow Thermoplastic Center Lane Pavement Marking, As Specified.	\$ 2.12	\$ 12,471.96	\$ 2.20	\$ 12,942.60	\$ 2.20	\$ 12,942.60
5	360	LF	4" White Thermoplastic Pavement Marking, As Specified.	\$ 0.85	\$ 306.00	\$ 0.88	\$ 316.80	\$ 0.88	\$ 316.80
6	448	LF	12" White Thermoplastic Pavement Marking, As Specified.	\$ 10.61	\$ 4,753.28	\$ 11.00	\$ 4,928.00	\$ 11.00	\$ 4,928.00
7	84	LF	24" White Thermoplastic Pavement Marking, As Specified.	\$ 21.23	\$ 1,783.32	\$ 22.00	\$ 1,848.00	\$ 22.00	\$ 1,848.00
8	60	EA	"Sharrow" Thermoplastic Pavement Markings, As Specified.	\$ 636.85	\$ 38,211.00	\$ 660.00	\$ 39,600.00	\$ 660.00	\$ 39,600.00
9	12	EA	"Left Turn Arrow" Thermoplastic Pavement Markings, As Specified.	\$ 371.49	\$ 4,457.88	\$ 385.00	\$ 4,620.00	\$ 385.00	\$ 4,620.00
10	4	EA	"Only" Thermoplastic Pavement Marking, As Specified.	\$ 424.56	\$ 1,698.24	\$ 440.00	\$ 1,760.00	\$ 440.00	\$ 1,760.00
11	2,664	SY	Fog Seal, As Specified.	\$ 0.47	\$ 1,252.08	\$ 3.25	\$ 8,658.00	\$ 1.75	\$ 4,662.00
12	69,443	SY	Mastic Sealer, As Specified.	\$ 3.30	\$ 229,161.90	\$ 3.12	\$ 216,662.16	\$ 2.91	\$ 202,079.13
13	1	Lump Sum	Mobilization, All costs included	\$ 19,500.00	\$ 19,500.00	\$ 13,000.00	\$ 13,000.00	\$ 20,750.00	\$ 20,750.00
14	1	Lump Sum	Maintenance of Traffic as Defined in Section 603 of the AHTD 2014 Addition, As Specified	\$ 28,500.00	\$ 28,500.00	\$ 9,585.00	\$ 9,585.00	\$ 23,800.00	\$ 23,800.00
				TOTAL BID PRICE:	\$ 900,849.71	TOTAL BID PRICE:	\$ 805,005.48	TOTAL BID PRICE:	\$ 886,778.21



ADDENDUM TO BID
BID NUMBER: IFB-20-53

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: JUNE 12

RE: 2020 STREET OVERLAY

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

TO: Prospective Bidders

This addendum adds Specifications to the bidding document(s) for IFB-20-53, dated May 24, 2020. **Bidders are required to acknowledge this addendum by including a hard copy in their bid submission.**

BIDDERS NOTES: THIS ADDENDUM CONTAINS A REQUIRED RESPONSE FIELD. BIDDERS ARE REQUIRED TO INCLUDE THIS ADDENDUM IN THEIR BID SUBMISSION TO INDICATE IF THE ITEM(S) ARE AS SPECIFIED.

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

Specifications:

1.0 This Addendum has been issued after receiving the below question pertaining to Specifications. This Addendum adds the Specifications contained herein to the Specifications for IFB-20-53.

- a. Question Submitted to IFB-20-53:** The bid documents do not indicate the asphalt mix to be used on this project. Are we to use a 12.5mm asphalt mix or a 9.5mm asphalt mix? Also is the asphalt mix to be virgin or recycled asphalt?
- b. City's Response and Additional Specifications:**
 - i.** The City is requesting a 3/8 inch PG 64/22 Super Pave Virgin 9.5mm mix design.

2.0 Bidders are required to indicate AS SPECIFIED or EQUIVALENT/EXCEEDING in the spaces provided below.

☒ **AS SPECIFIED** ☐ **EQUIVALENT/EXCEEDING OFFERED**
Details: _____

END OF ADDENDUM NUMBER 1

City of Bentonville, Arkansas
Purchasing Office
IFB-20-53 – Addendum Number 1

Page 1 of 1

Overlay

Bid

Award

Agenda

Form



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: DECCO CONTRACTORS-PAVING Phone Number: 479-636-5516

Business Address (Full Street/City/State/Zip): PO BOX 580 ROGERS, AR 72757

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ☒ Yes ☐ No

Name of Contact Person: TRAVIS GREENE Email: tgreene@deccopaving.com

Signature of Authorized Person: [Redacted Signature] Date: 6/15/2020

Printed or Typed Name: ERIC COVINGTON Title: VP

Additional Information:

Arkansas Sales or Use Tax Number: 309521-79-001

Arkansas State Contractors License Number (REQUIRED): 0038910713

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

INTENT

The intent of this invitation for bid is to establish a Contract for the application of street overlay, milling, sealer, and fog seal at multiple locations within the City limits of Bentonville, Arkansas for the City of Bentonville Street Department; As Specified in this Invitation for Bid document.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Proof of the required insurance, or the ability to obtain if awarded the Contract, as set forth herein.
- 5% Bid Guarantee: As defined in the 'BID GUARANTEE' section of this Invitation for Bid.
- Proof that Bidder maintains a current Arkansas Contractors License

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

ATTACHMENTS

All attachments, exhibits, appendixes etc. attached hereto shall be considered part of the Invitation For Bid (IFB) solicitation, specifications, and subsequent Contract. All necessary work, materials, and every item of construction shall be in accordance with all information contained in this IFB document.

Appendix A: 2020 OVERLAY PROJECT QUANTITIES

Appendix B: MASTIC SURFACE SEALER SPECIFICATIONS

Appendix C: PAVEMENT MARKINGS LIST

Appendix D: 2020 OVERLAY MAPS

Appendix E: 2020 MASTIC SEALER MAPS

Appendix F: 2020 FOG SEAL MAP

Appendix G: ARKANSAS DEPARTMENT OF TRANSPORTATION SPECIAL PROVISION – FOG SEAL

Appendix H: BID LIST INFORMATION

Appendix I: 2020 OVERLAY CONTRACTORS LIST

PRE-BID MEETING (MANDATORY)

There will be a Mandatory Pre-Bid Meeting held for IFB-20-53 via Zoom Video Conference (or Call In) on Friday, June 5, 2020 at 2:00 P.M. CST. Interested parties can join from PC, Mac, Linux, iOS, or Android:

<https://bentonville.zoom.us/j/91771703664?pwd=WEowMTZRMQI9BMStCZTFhU3kvQT09>

Password: 763310

Or Via Telephone, Dial:

USA 720-514-4182

USA 888-340-5470 (US Toll Free)

Conference code: 245357

BID GUARANTEE

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

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



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PERFORMANCE AND PAYMENT BONDS

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

BONDS – GENERAL

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

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

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

CONTRACT TERM:

The awarded Bidder will be required to sign a binding Contract with the City of Bentonville for a six (6) month term. Work shall be completed within the Delivery timeline specified herein, regardless of the Contract Term exceeding the completion timeline.

DEFINITIONS

The follow abbreviations are used throughout this IFB document:

SY – Square Yard	Sharrow - Shared Lane Marking
LF – Lateral Foot (Feet)	ACHMSC – Asphaltic Concrete Hot Mix Surface Course
EA – Each	" – Inch / ' – Foot

SCOPE

The awarded Bidder agrees to furnish all labor, materials, transportation, equipment and all other necessary components or items to complete the street overlay, asphalt milling, sealer, and fog sealer work at multiple locations within the City limits of Bentonville, Arkansas; as specified herein, following all applicable laws; rules and regulations, and as is industry standard when performing the type of work described herein.



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SCOPE CONTINUED

It shall be the Bidder's responsibility to make such inspection and studies of the work sites specified herein as to thoroughly familiarize themselves with all conditions to be encountered.

The location of the work is set out in the Appendices attached hereto. The work shall include, but shall not be limited to the application of an estimated 4, 154 (four thousand one hundred fifty four) tons of ACHM Overlay, 41,380 (forty one thousand three hundred eighty) square yards of Asphalt Milling, 69,443 (sixty nine thousand four hundred forty three) square yards of Mastic Sealer, 2,664 (two thousand six hundred sixty four) square yards of Fog Seal, as specified, to the specified City streets with adjustment of Manholes and Water Valves to grade, Temporary Pavement Markings and Thermoplastic Pavement Markings.

The attention of all bidders is called to the fact that they must be licensed under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature, as amended if this contract exceeds \$20,000.00.

DELIVERY

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

Delivery: 60 days after execution of the Contract.

EQUIVALENT

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

CITY'S RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request additional information or references from the apparent low Bidder if it is deemed to be in the City's best interest, and use that information in the evaluation for award based on what is in the City's best interest.

DAMAGES

Any damage occurring to City property or other property within the worksite area, , which occurs from the performance of the work described herein shall be corrected at the awarded Bidder's expense. The awarded Bidder shall be responsible for maintaining the job sites and keeping them clean and orderly. Failure to maintain the cleanliness and orderliness of any job site or to correct any damages which occur in relation to this Invitation for Bid, shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization and/or damage repair. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.



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WARRANTY

The awarded Bidder shall guarantee all of the work under the IFB-20-53 Contract to be free from faulty materials and improper workmanship in every particular, and against injury from proper and usual wear; and agrees to replace or re-execute, without cost to the City, such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials due to such required replacement or recompletion of all work under the IFB-20-47 Contract, for a period of one (1) year from the date of final/100% completion and acceptance by the City.

INDEMNIFICATION

Due to the City statutory tort immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

INSURANCE REQUIREMENTS

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

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

COMPENSATION AND DEDUCTIONS

Compensation shall be determined based upon the units prices bid, the actual units of work completed based on the bid, and the time the work is completed, with a deduction of \$250.00 for every day beyond sixty (60) days from the Notice to Proceed that the work is not completed. In the event the units of work to be completed are altered by representatives of the City, an allowance of additional days to complete the work shall be agreed to between the awarded Bidder and the City in writing at that time. Weather days are already considered in the time provided for this contract and no additional weather days shall apply unless agreed to by the City's representatives.



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INVOICING

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

Invoice Remittance Address:

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

PAYMENT TERMS



Net 30 days



Other: _____

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Contractor/Vendor Disclosure

Company Name: DECCO CONTRACTORS-PAVING, INC.

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

☒ Yes ☐ No

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more 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. DEC Initials



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INSTRUCTIONS TO BIDDERS

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

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

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

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

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

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
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.
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



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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 Department, 117 East Central, Bentonville, AR 72712. Normal pay periods for the City are every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Purchasing Manager can monitor said changes. Such membership will be at no cost to the City.



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10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.

40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

SPECIFICATIONS

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

ASPHALT PAVING

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

2. **Materials:** The ACHM Superpave surface course shall be as set forth under Section 407 of the Standard Specifications for Highway Construction, 2014 edition; published by the Arkansas State Highway Commission. An ARDOT approved mix design will be required, and must be submitted to the City Engineering office for approval, prior to a preconstruction conference. The City reserves the right to reject mix that falls below 250 degrees Fahrenheit.

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____



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SPECIFICATIONS – ASPHALT PAVING CONTINUED..

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

6. **Traffic Control/Temporary Pavement Markings**

Traffic Control and Maintenance: This work consists of, but is not limited to 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 Manual on Uniform Traffic Control Device (MUTCD) and the approved traffic control plan. An approved plan is required before any construction begins. All materials and application shall be in accordance with section 603 of the Standard Specifications for Highway Construction, 2014 Edition, published by the Arkansas State Highway Commission.

Traffic Control Devices in Construction Zones: Southeast 28th Street, Southeast S Street, Southwest Bright Road, Woods Creek Road, and Oakwood Avenue will require the placement of construction pavement markings 4" (four inch) white and 4" (four inch) yellow lane delineation pavement markings. All materials and application shall be in accordance with Section 604 of the Standard Specifications for Highway Construction, 2014 Edition, published by the Arkansas State Highway Commission.

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____



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SPECIFICATIONS – ASPHALT PAVING CONTINUED

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

MANHOLE TOP ADJUSTMENT

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

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

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

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____



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

~~AS SPECIFIED~~ _____ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

WATER VALVE STACK ADJUSTMENT

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

~~AS SPECIFIED~~ _____ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

~~AS SPECIFIED~~ _____ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

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

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

~~AS SPECIFIED~~ _____ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

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

~~AS SPECIFIED~~ _____ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____



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SPECIFICATIONS CONTINUED..

Other Specifications

1. Mastic Surface Sealer shall be in accordance with the Specifications outlined in Appendix B, attached hereto.

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

2. Fog Seal shall be in accordance with the Specifications outlined in Appendix G, attached hereto.

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

3. Basis of payment for Mastic Surface Sealer and Fog Seal. Payment shall be made per square yard of sealer applied.

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

4. Bidder has thoroughly examined worksites, this Invitation for Bid Document and all Appendices attached hereto and shall perform all work as specified.

☒ AS SPECIFIED ☐ EQUIVALENT OR EXCEEDING SPECIFICATION

Details: _____

[This space has been intentionally left blank]



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PRICING SECTION – PER UNIT PRICE

Submitted bid prices shall include all applicable costs to the City of Bentonville for the work described herein, excluding taxes, but including and not limited to: labor, material, equipment, transportation, mobilization, delivery fees, costs of performing work, overhead, profit, insurance, and all other costs to cover the finished work of the several kinds called for.

The Bidder agrees that this bid shall remain guaranteed, and shall not be withdrawn, for a period of sixty (60) calendar days after the scheduled closing time for receiving bids (bid opening).

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal Contract within ten (10) days and deliver the required Performance and Payment Bonds at the time of executing the Contract.

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

The Total Bid Price shall be the sum of the Line Item Extended Prices. The Bid Award will be based on the lowest and most responsible submitted bid, all factors considered. The Total Bid Price is used for bid comparison purposes only.

Bids shall be based on actual costs. If the unit price bids are, in the opinion of the City, unbalanced, it shall be cause of rejection of the whole bid.

The City reserves the right to omit areas and/or quantities from this bid due to lack of available funds, as well as add additional quantities based on the awarded bid prices when additional funding is available. In the event that additional quantities of milling, asphalt, thermoplastic markings, fog seal, mastic sealer, manhole adjustments or water valve adjustments are made, the City will grant the awarded Bidder an additional 15 (fifteen) days to their contract term to complete the work. Any additional quantities shall be billed at the Per Unit Price of the submitted bid.

The quantities set forth herein are estimates only and shall not be considered as a guarantee of quantities or work. The awarded Bidder shall be compensated only for actual work completed.

This Pricing Section consists of two (2) pages.

Line Number	(A) Estimated Quantity	Unit of Measure	Item Description	(B) Per Unit of Measurement Price	Extended Price (Multiply column (A) by column (B))
1	4,154	TONS	ACHMSC (Asphaltic Concrete Hot Mix Surface Course) Complete and In-Place, As Specified.	\$ <u>96.⁰²</u>	\$ <u>398,867.⁰⁸</u>
2	41,380	SY	Asphalt Milling, As Specified.	\$ <u>2.⁰⁰</u>	\$ <u>82,760.⁰⁰</u>
3	15,293	LF	4" Yellow Thermoplastic Pavement Marking (Standard 8" Gap), As Specified.	\$ <u>.88</u>	\$ <u>13,457.⁸⁴</u>
4	5,883	LF	4" Yellow Thermoplastic Center Lane Pavement Marking, As Specified.	\$ <u>2.²⁰</u>	\$ <u>12,942.⁶⁰</u>



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Line Number	(A) Estimated Quantity	Unit of Measure	Item Description	(B) Per Unit of Measurement Price	Extended Price (Multiply column (A) by column (B))
5	360	LF	4" White Thermoplastic Pavement Marking, As Specified.	\$ <u>.88</u>	\$ <u>316.80</u>
6	448	LF	12" White Thermoplastic Pavement Marking, As Specified.	\$ <u>11.00</u>	\$ <u>4,928.00</u>
7	84	LF	24" White Thermoplastic Pavement Marking, As Specified.	\$ <u>22.00</u>	\$ <u>1,848.00</u>
8	60	EA	"Sharrow" Thermoplastic Pavement Markings, As Specified.	\$ <u>660.00</u>	\$ <u>39,600.00</u>
9	12	EA	"Left Turn Arrow" Thermoplastic Pavement Markings, As Specified.	\$ <u>385.00</u>	\$ <u>4,620.00</u>
10	4	EA	"Only" Thermoplastic Pavement Marking, As Specified.	\$ <u>440.00</u>	\$ <u>1,760.00</u>
11	2,664	SY	Fog Seal, As Specified.	\$ <u>3.25</u>	\$ <u>8,658.00</u>
12	69,443	SY	Mastic Sealer, As Specified.	\$ <u>3.12</u>	\$ <u>216,662.16</u>
13	1	Lump Sum	Mobilization, All costs included.	\$ <u>13,000.00</u>	\$ <u>13,000.00</u>
14	1	Lump Sum	Maintenance of Traffic as Defined in Section 603 of the AHTD 2014 Addition, As Specified.	\$ <u>9,585.00</u>	\$ <u>9,585.00</u>

TOTAL BID PRICE: \$ 809,005.48

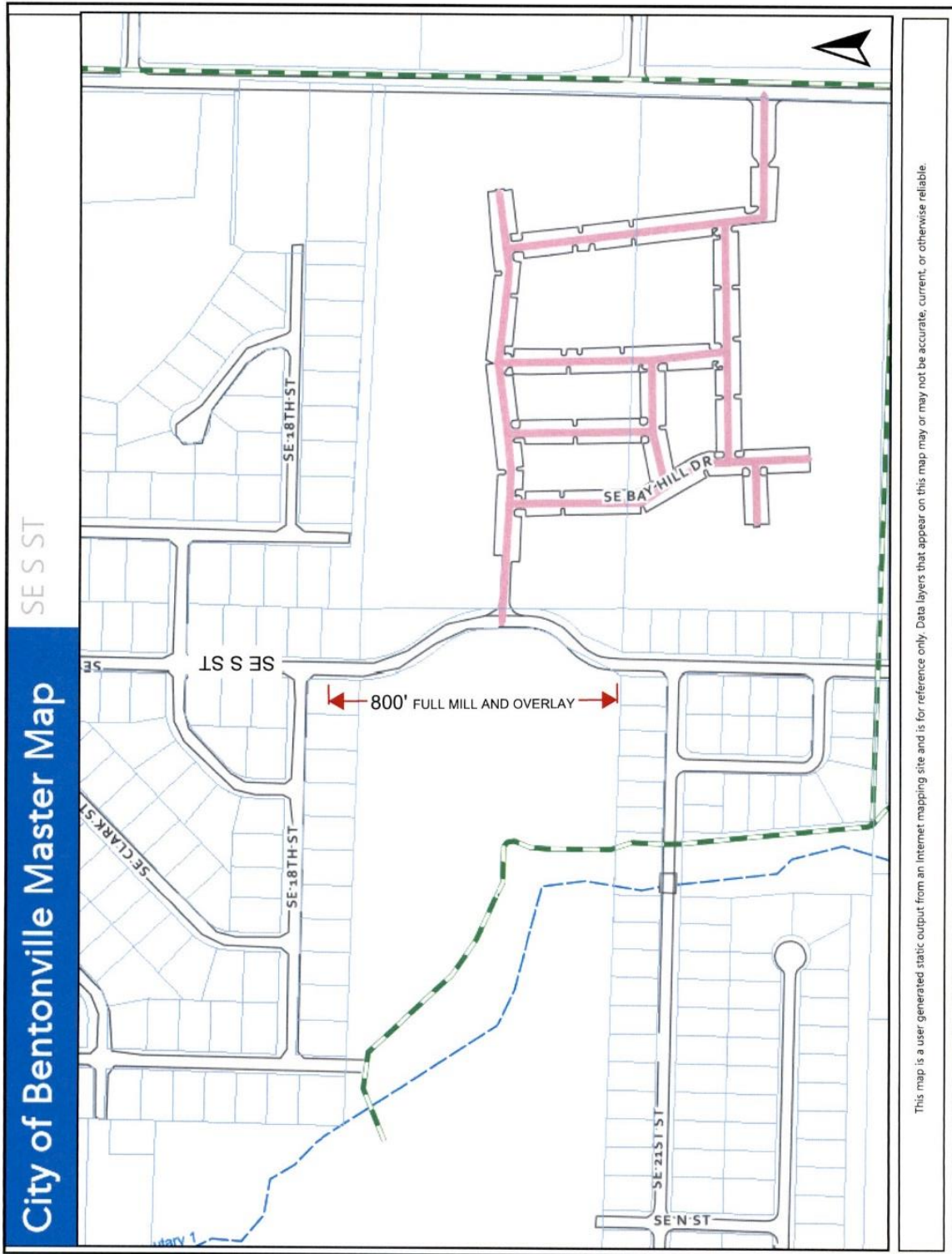
Used for bid comparison purposes only.

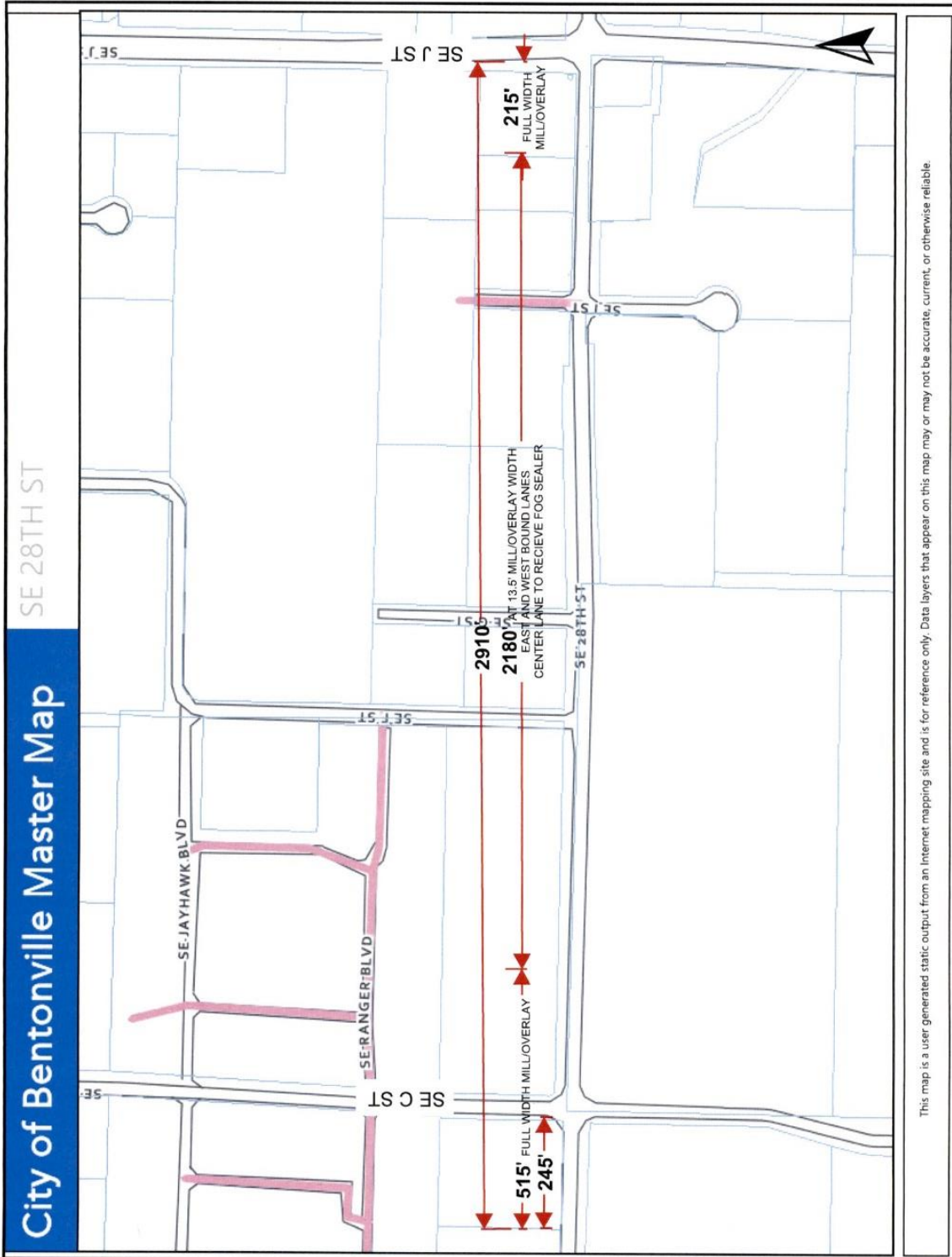
The sum of the Line Item Extended Prices.

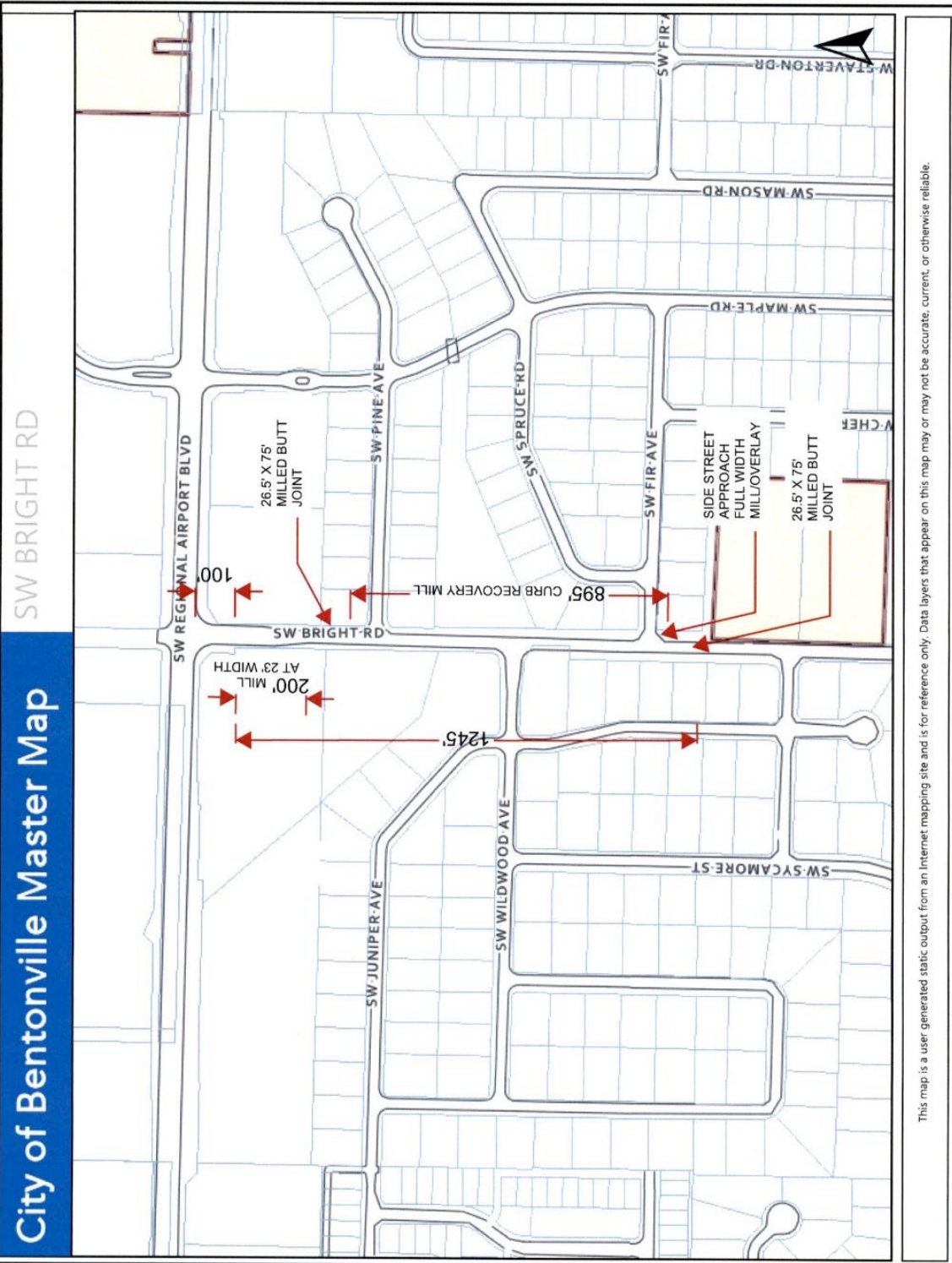
EIGHT HUNDRED NINE THOUSAND FIVE DOLLARS AND
FORTY-EIGHT CENTS

Overlay Bid Summary		
	Miles	Cost
1.5" Overlay of Roads	2.98	\$481,627.08
Centerton - Greenhouse Road Overlay Agreement	0.21	\$12,432.00
Mastic Seal	4.50	\$147,654.00
Fog Seal	0.43	\$8,658.00
Total Miles	8.12	
Striping		\$39,873.24
Contract Mobilization		\$13,000.00
Contract Maintenance of Traffic		\$9,585.00
Centerton Agreement (Greenhouse Road)		\$12,432.00
Total Cost:		\$725,261.32

REVISED 2020 STREET OVERLAY ESTIMATES										
SECTION	STREET NAME	STARTING AT	ENDING AT	ACHMSC TONS	LENGTH (FT)	WIDTH (FT)	Asphalt Cost	MILLING Cost	Striping Cost	Total Cost
SE	SE S ST	SE 18TH ST	SE 21ST ST	209	800	28.5	\$20,068.18	\$5,066.00	\$1,408.00	\$26,542.18
SE	SE 28TH ST	SE C ST	SE J ST	784	2910	Varies	\$75,279.68	\$19,016.00	\$24,435.40	\$118,731.08
SW	SW BRIGHT RD	SW REG. AIRPORT	SW FIR AVE	324	1245	Varies	\$31,110.48	\$5,560.00	\$3,550.80	\$40,221.28
SW	SW 10TH ST	SW HASLEY ST	SW ARROWHEAD DR	743	2640	26	\$71,342.86	\$11,784.00		\$83,126.86
SW	SW APACHE DR	SW 10TH ST	SW 14TH ST	406	1465	26	\$38,984.12	\$6,522.00		\$45,506.12
NW	NW 2ND ST	702 NW 2ND ST	702 NW 2ND ST	12	50	27	\$1,152.24	\$300.00		\$1,452.24
NW	NW 7TH ST	BELLA VISTA RD	N WALTON BLVD	395	1305	33	\$37,927.90	\$9,570.00		\$47,497.90
NW	CROSS CREEK DR	NW 3RD ST	NW 6TH ST	342	1305	26	\$32,838.84	\$5,620.00		\$38,458.84
NW	NW 6TH ST	CROSS CREEK DR	STEELE DR	147	615	26	\$14,114.94	\$2,612.00		\$16,726.94
NW	CROSS LN	NW 3RD ST	CROSS CREEK DR	110	350	26	\$10,562.20	\$2,044.00		\$12,606.20
NW	STEELE DR	CROSS CREEK DR	NW 6TH ST	226	860	26	\$21,700.52	\$3,612.00		\$25,312.52
NW	OAKWOOD AVE	BELLA VISTA RD	ALMAND DR	414	1880	Varies	\$39,752.28	\$10,040.00	\$2,972.64	\$52,764.92
NE	NE C ST	304 NE C ST	400 NE C ST	42	285	16	\$4,032.84	\$1,014.00		\$5,046.84
					15710		\$398,867.08	\$82,760.00	\$32,366.84	\$481,627.08
							TOTALS			

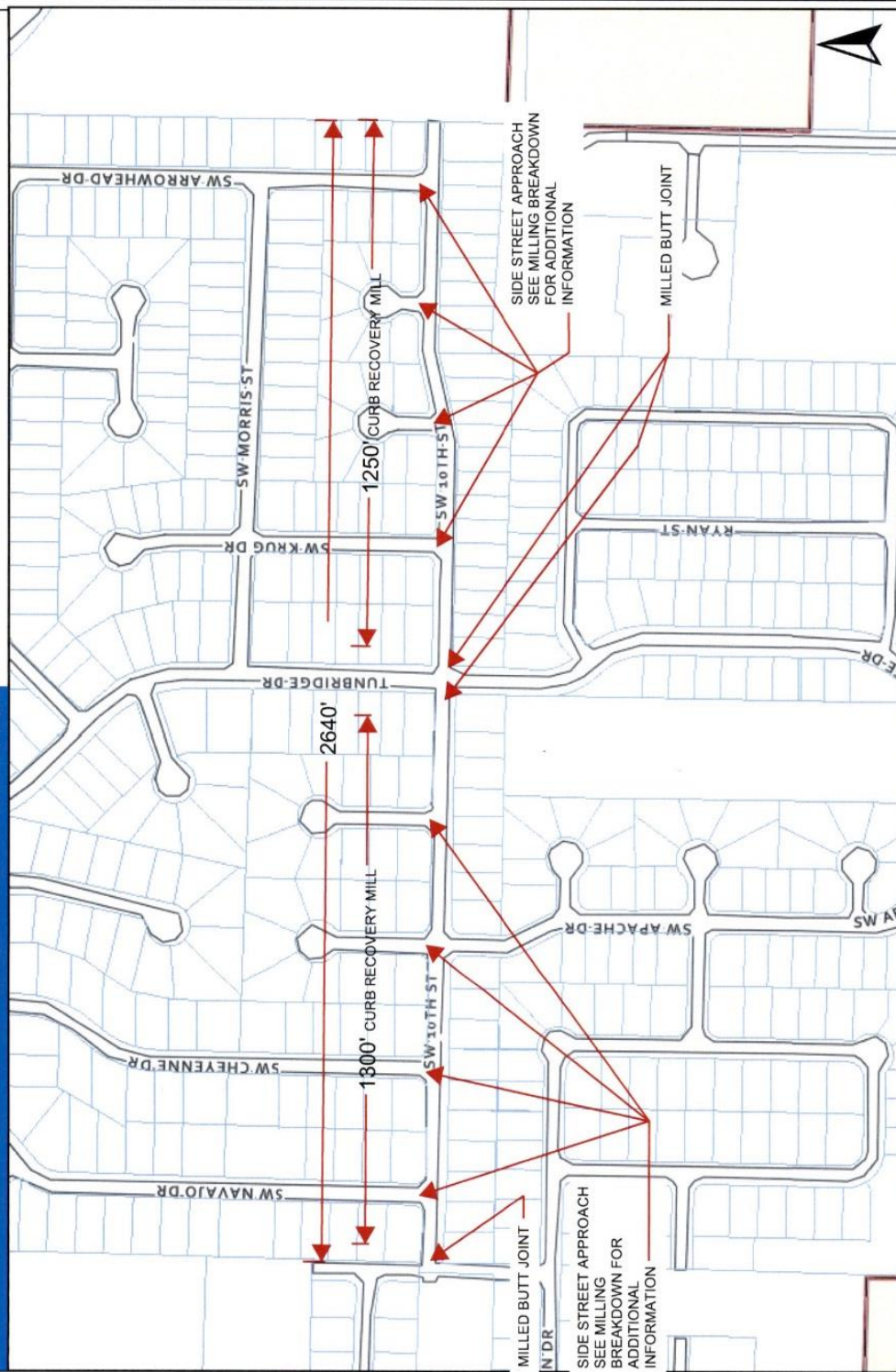




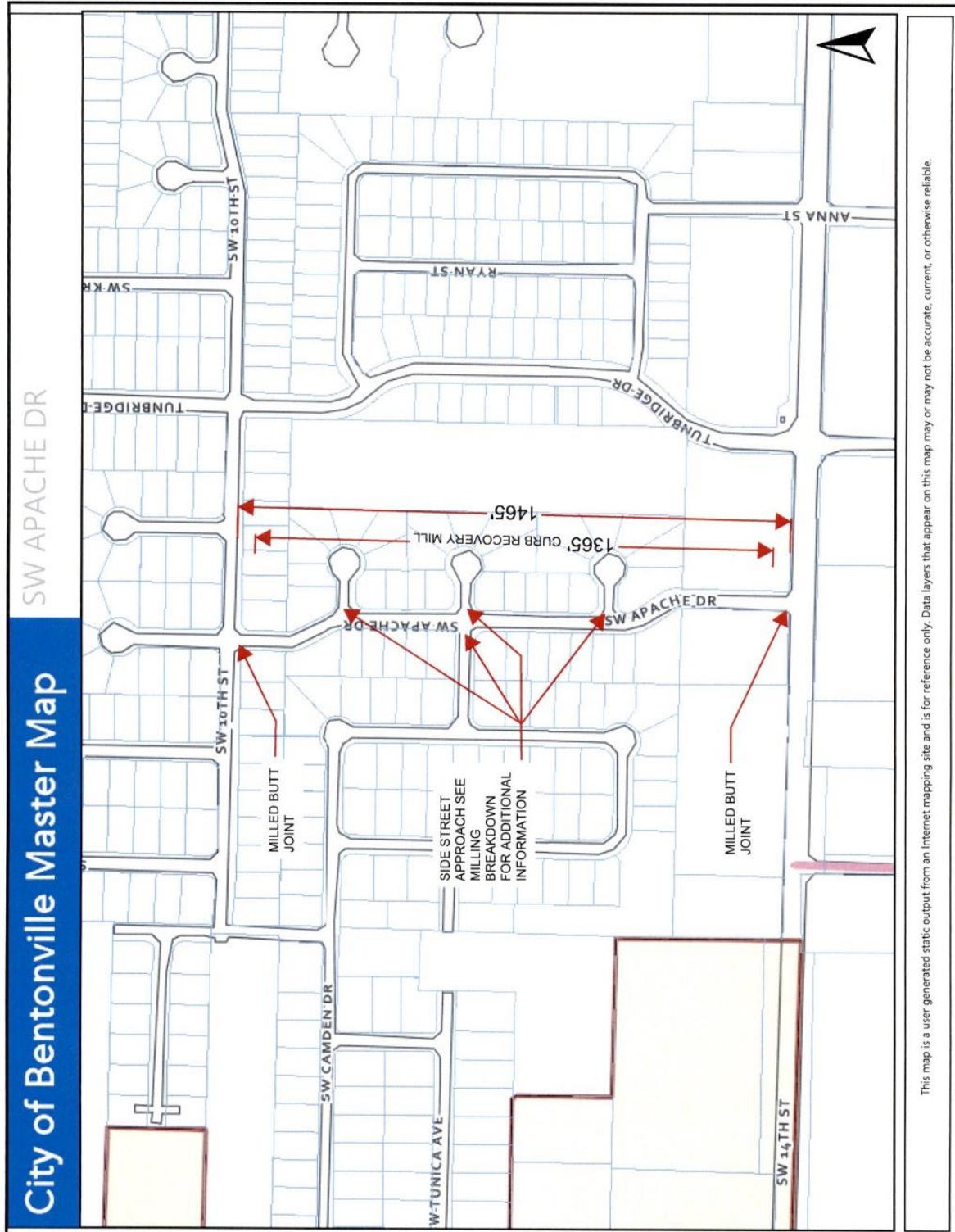


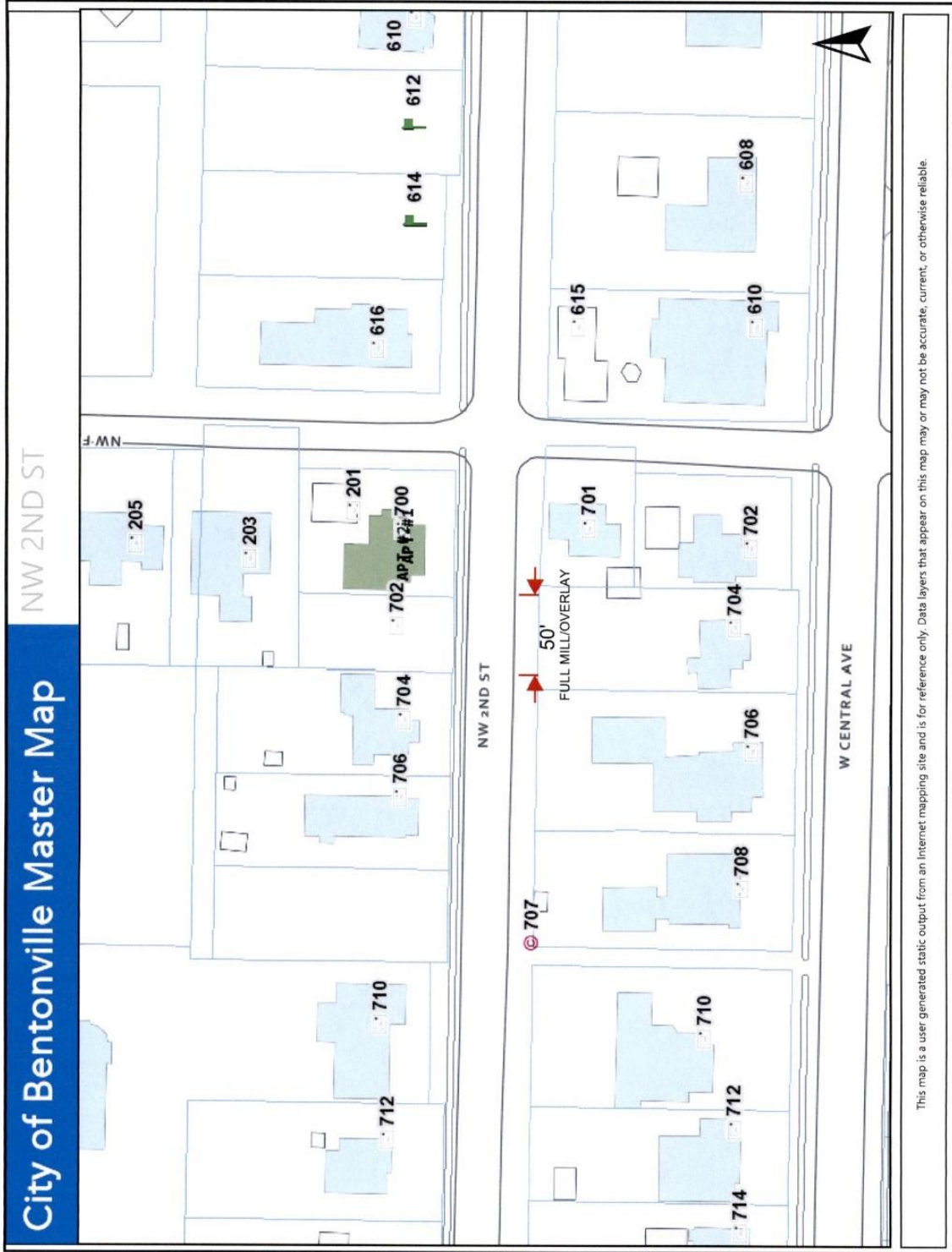
City of Bentonville Master Map

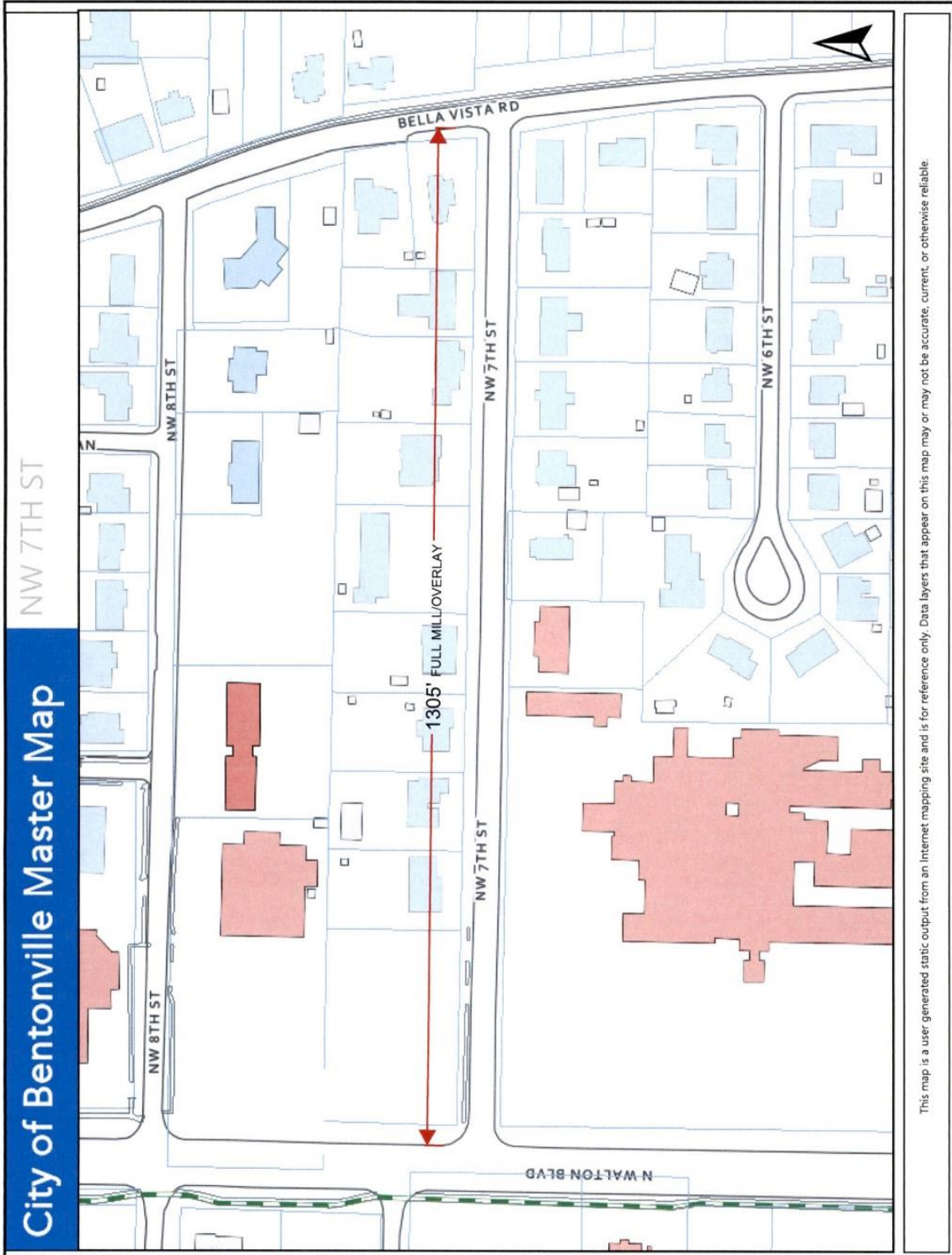
SW 10TH ST

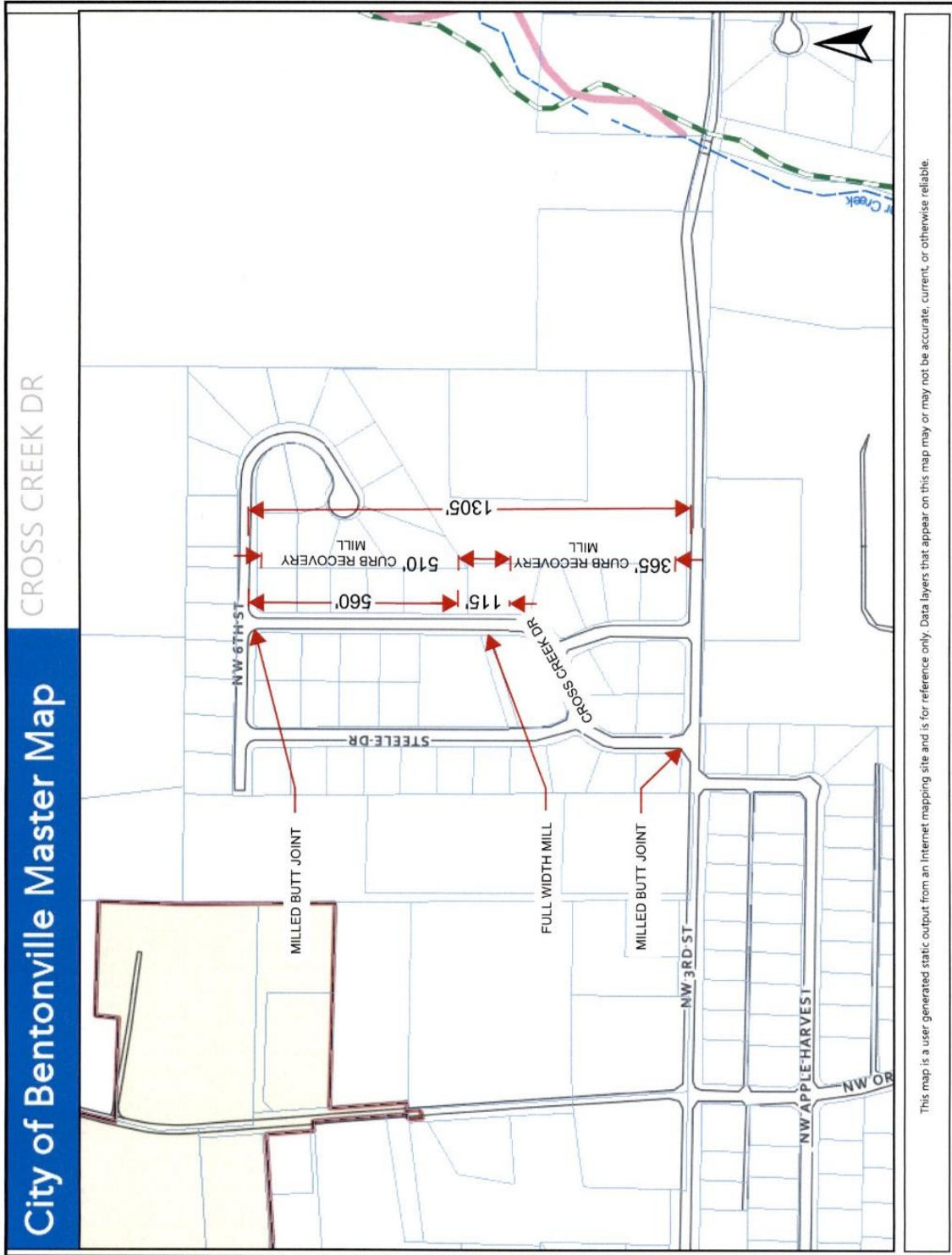


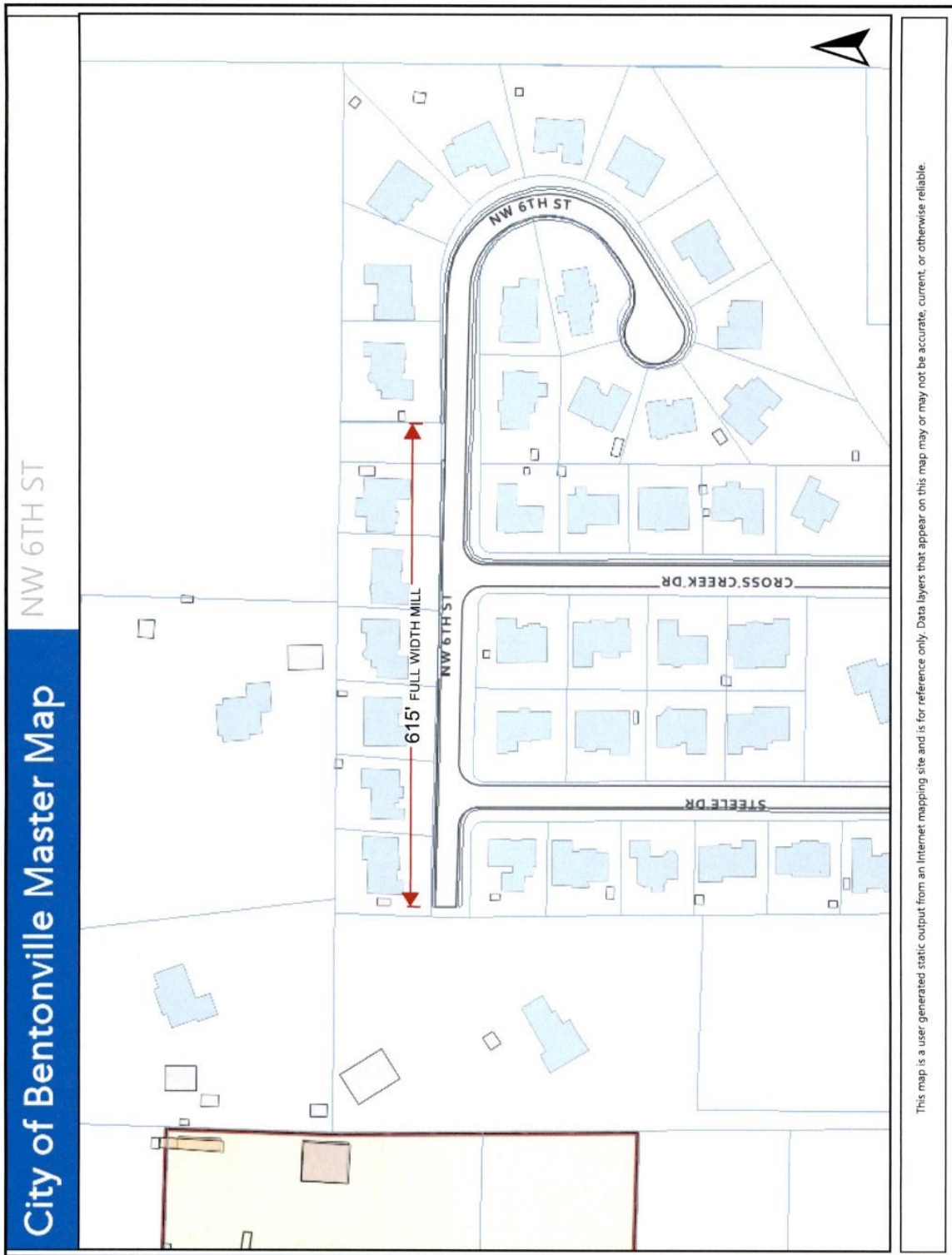
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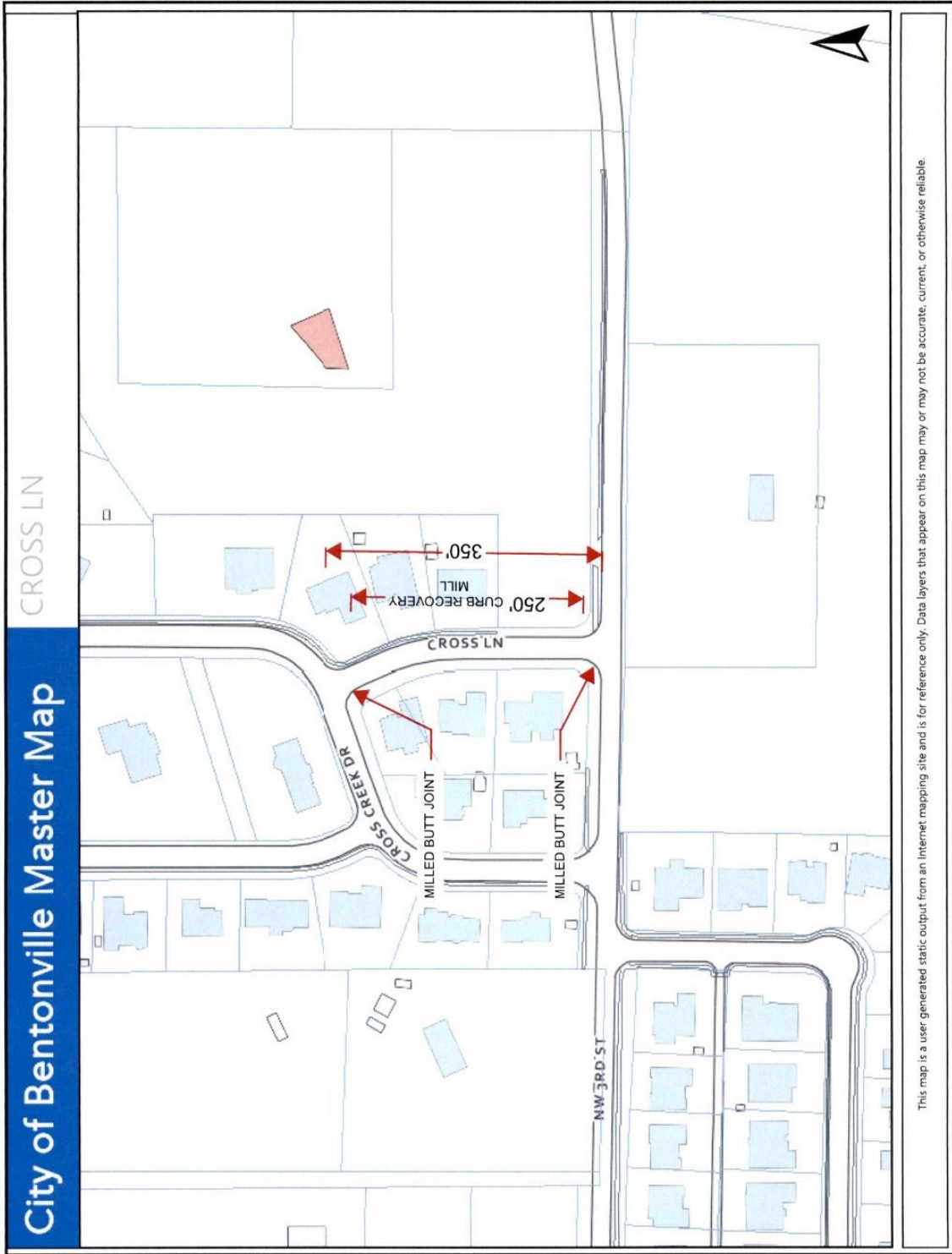


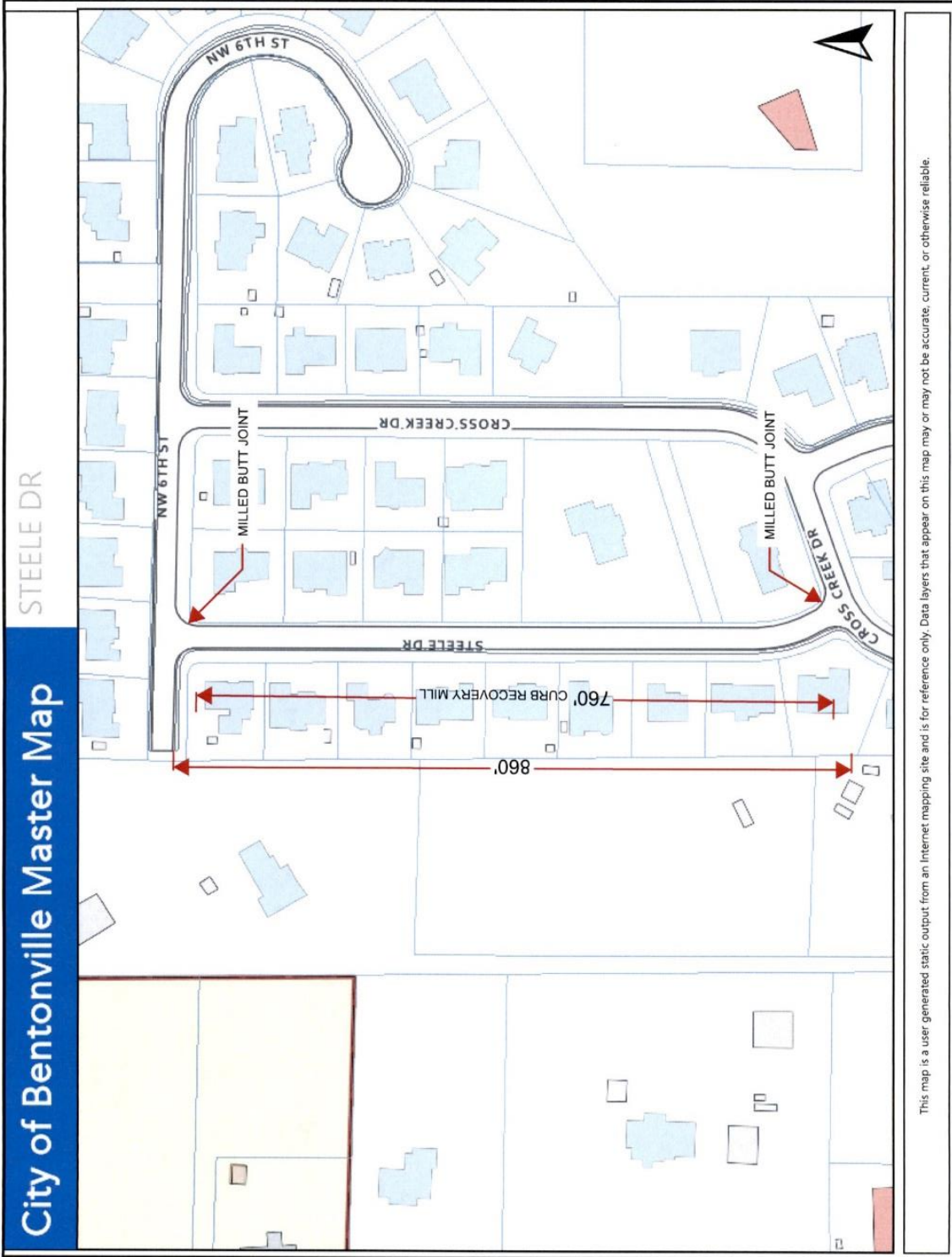




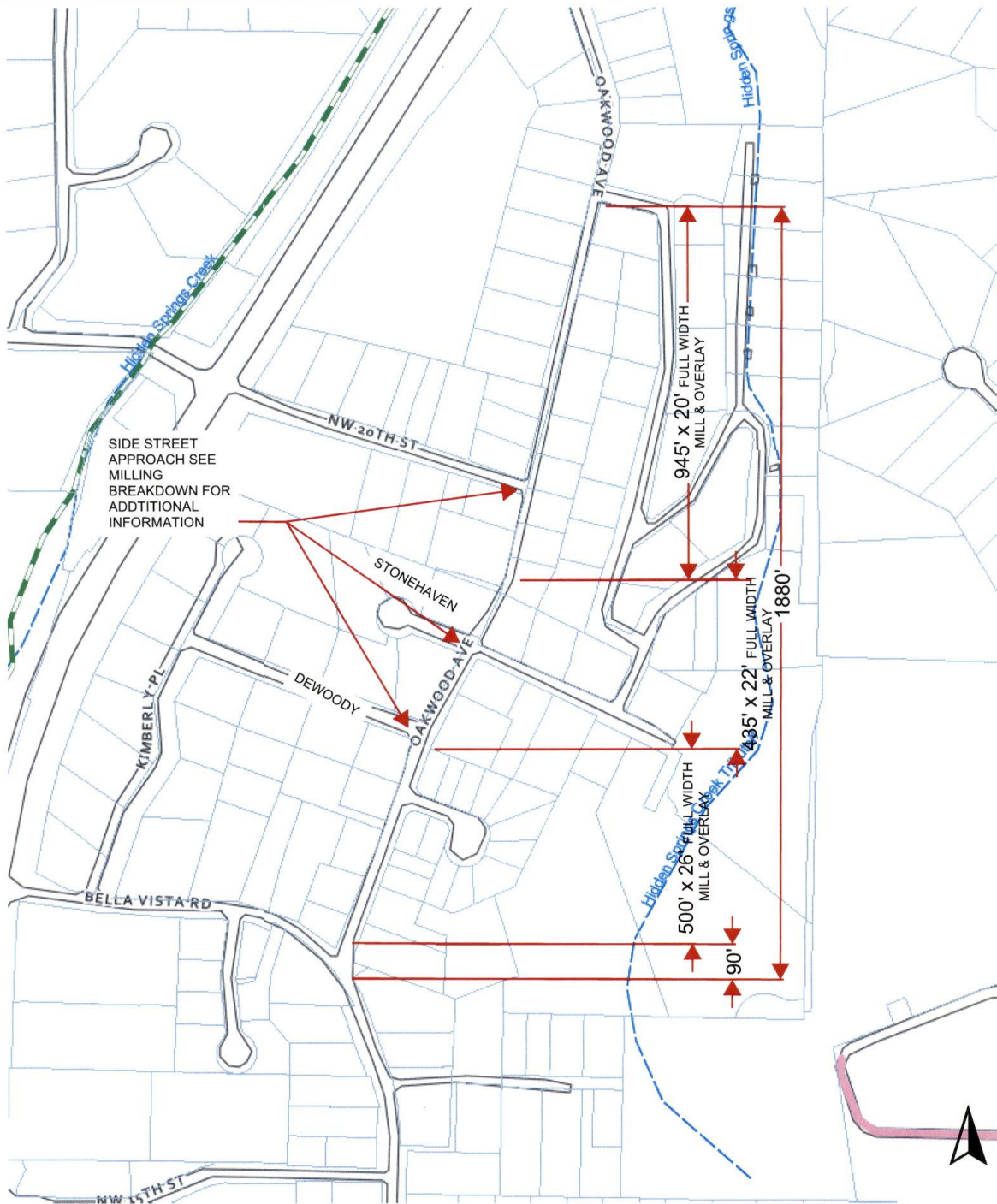




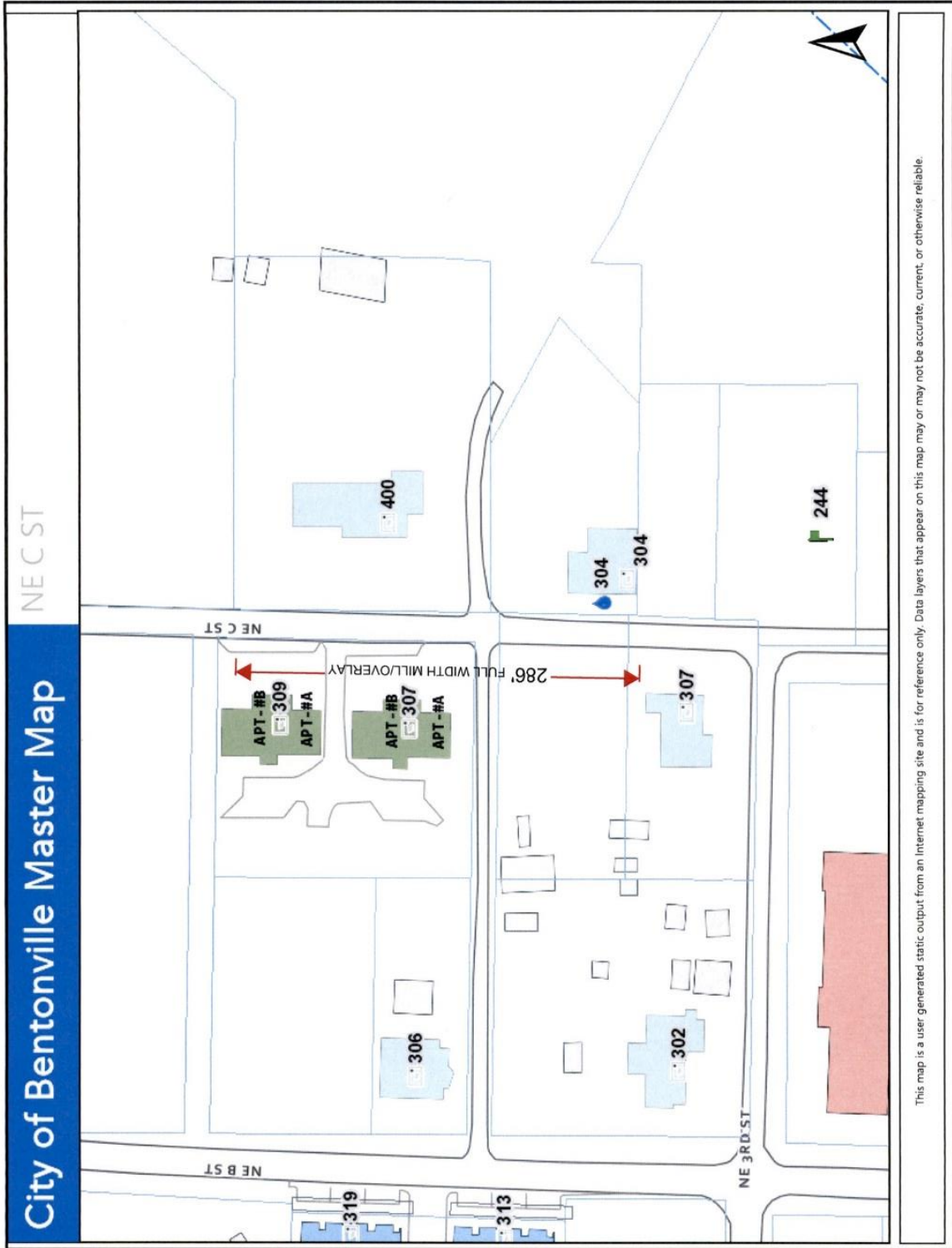




City of Bentonville Master Map Oakwood Ave

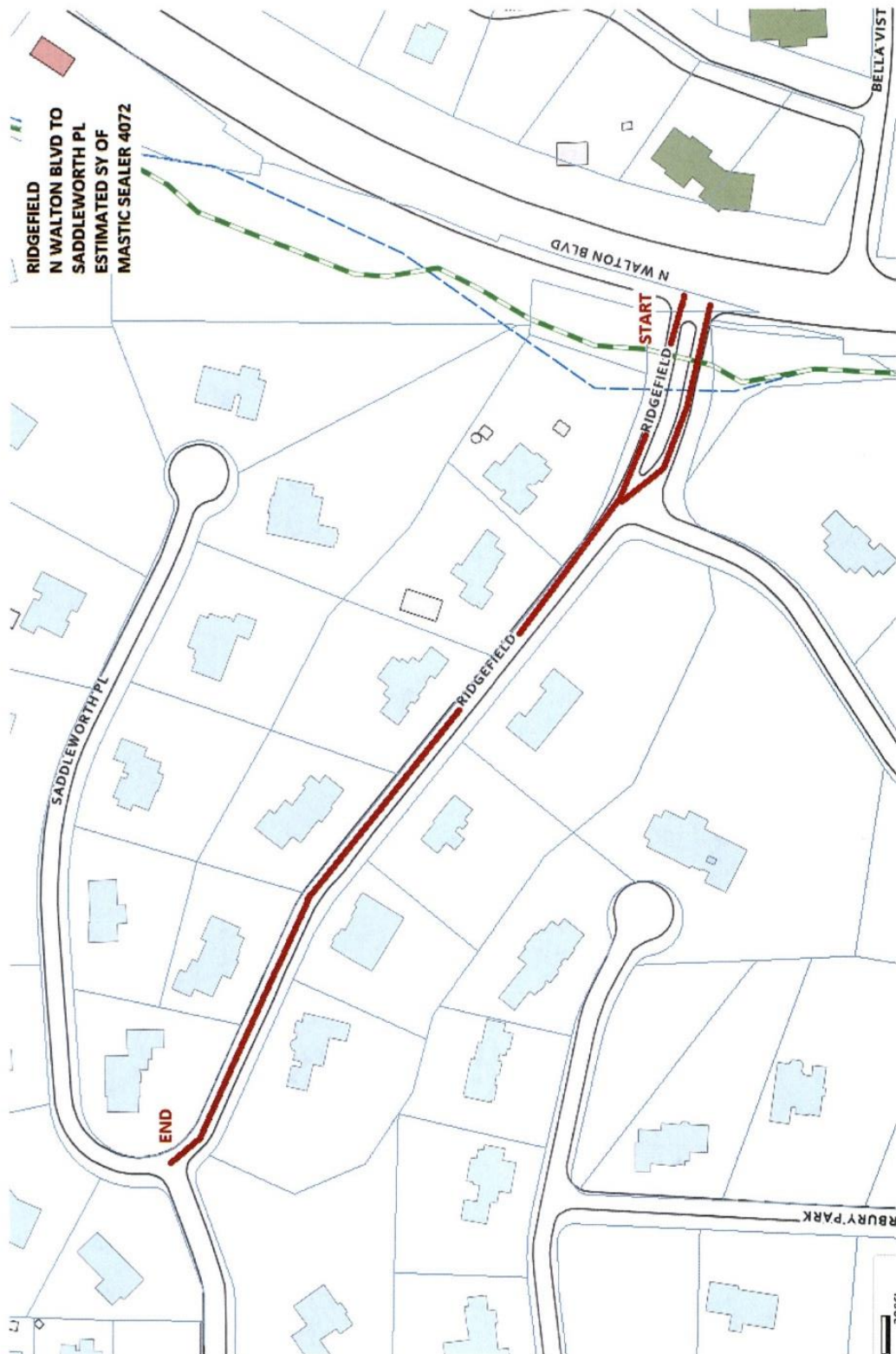


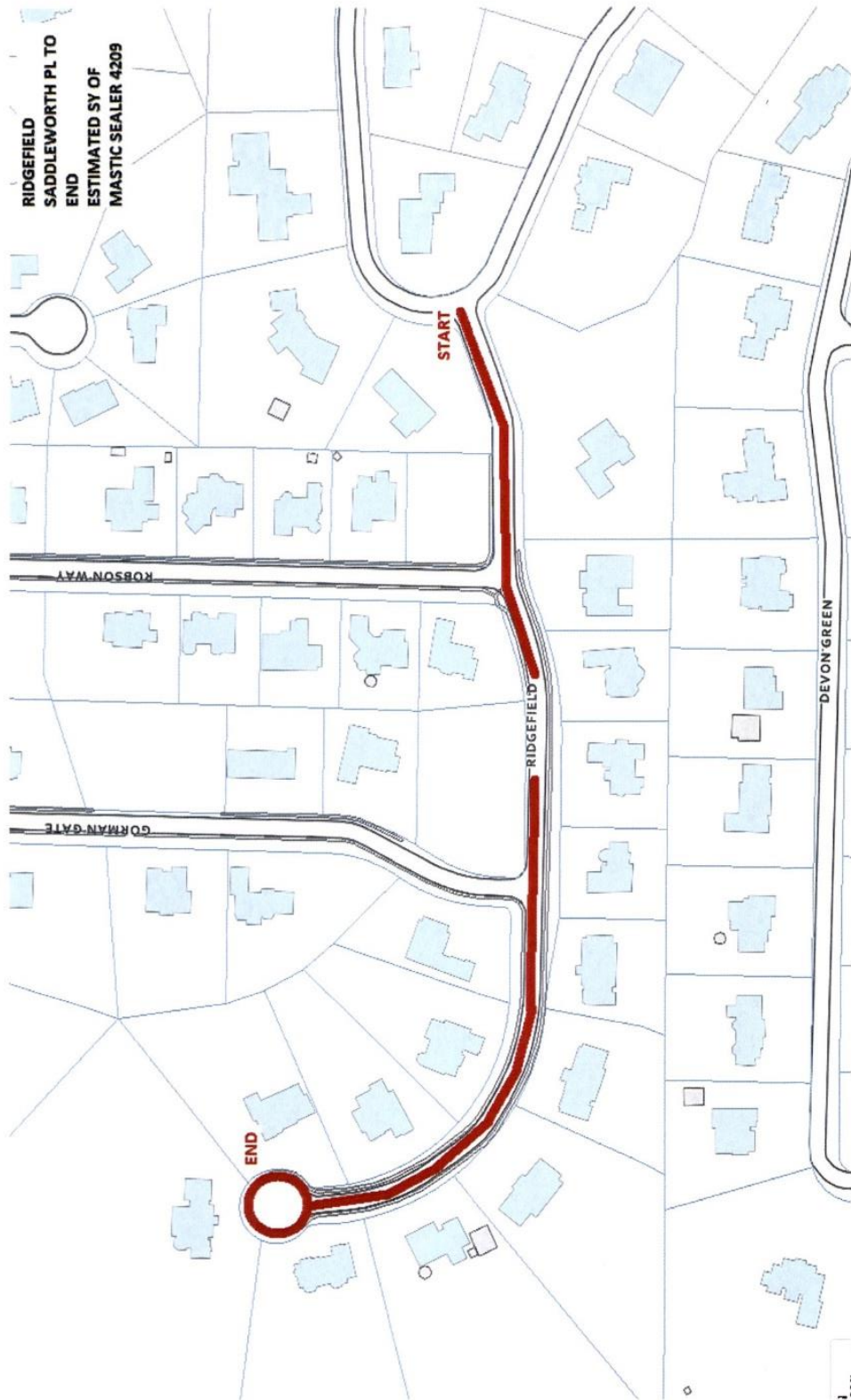
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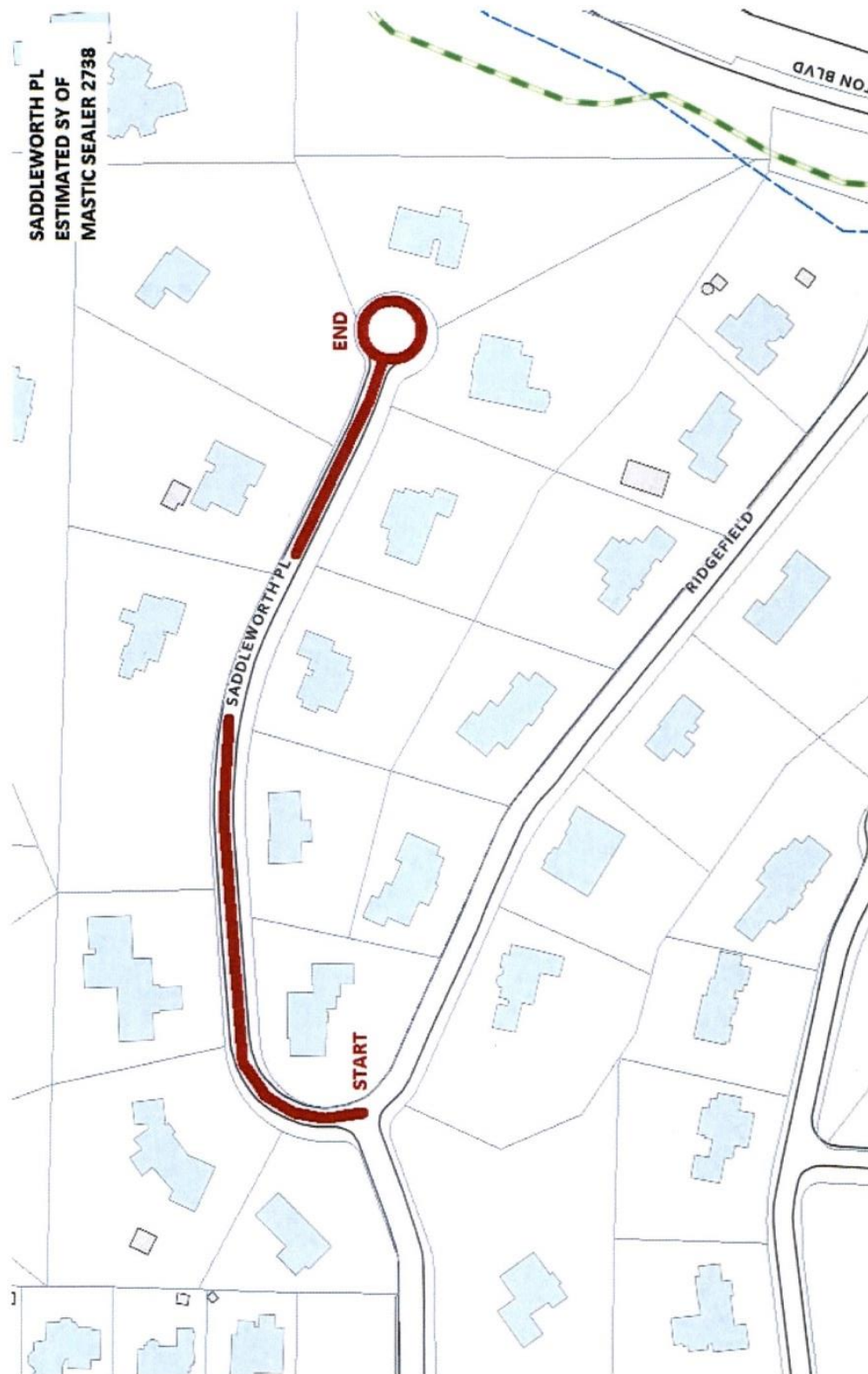


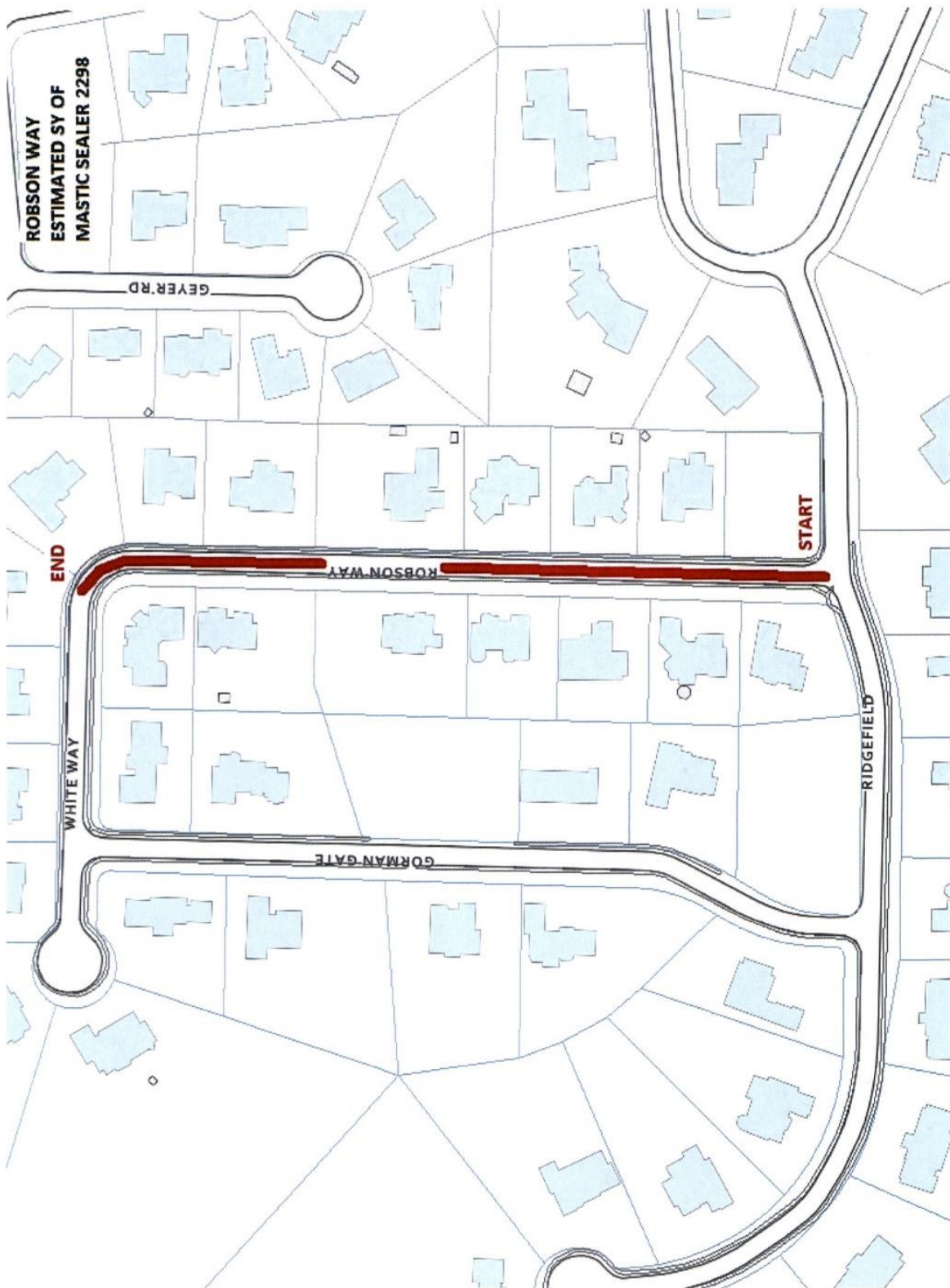
REVISED									
MASTIC SEALER									
NE	RIDGEFIELD	N WALTON BLVD	SADDLEWORTH PL	1351	23.5	SQ YDS	\$3.12 COST	Striping Cost	
NE	RIDGEFIELD	SADDLEWORTH PL	END	1452	Varies	4,072	\$ 12,704.64		
NE	SADDLEWORTH PL	RIDGEFIELD	END	1000	20	2,738	\$ 8,542.56		
NE	ROBSON WAY	RIDGEFIELD	WHITE WAY	915	20	2,298	\$ 7,169.76		
NE	WHITE WAY	ROBSON WAY	END	431	20	1,506	\$ 4,698.72		
NE	GORMAN GATE	RIDGEFIELD	WHITE WAY	982	20	2373	\$ 7,403.76		
NE	SOMERSET	RIDGEFIELD	ST JOHNS	2580	Varies	6662	\$ 20,785.44		
NE	ST JOHNS	SOMERSET	DEVON GREEN	806	20	1792	\$ 5,591.04		
NE	REGENCY CT	ST JOHNS	END	724	20	2225	\$ 6,942.00		
NE	DEVON GREEN	ST JOHNS	END	1532	20	3959	\$ 12,352.08		
NE	CANTERBURY PARK	SOMERSET	DEVON GREEN	846	20	2162	\$ 6,745.44		
NE	WOODS CREEK RD	E. CENTRAL AVE	NE MARINA DR	4225	26	13329	\$ 41,586.48	\$7,506.40	
				16844		47325	\$147,654.00	\$7,506.40	

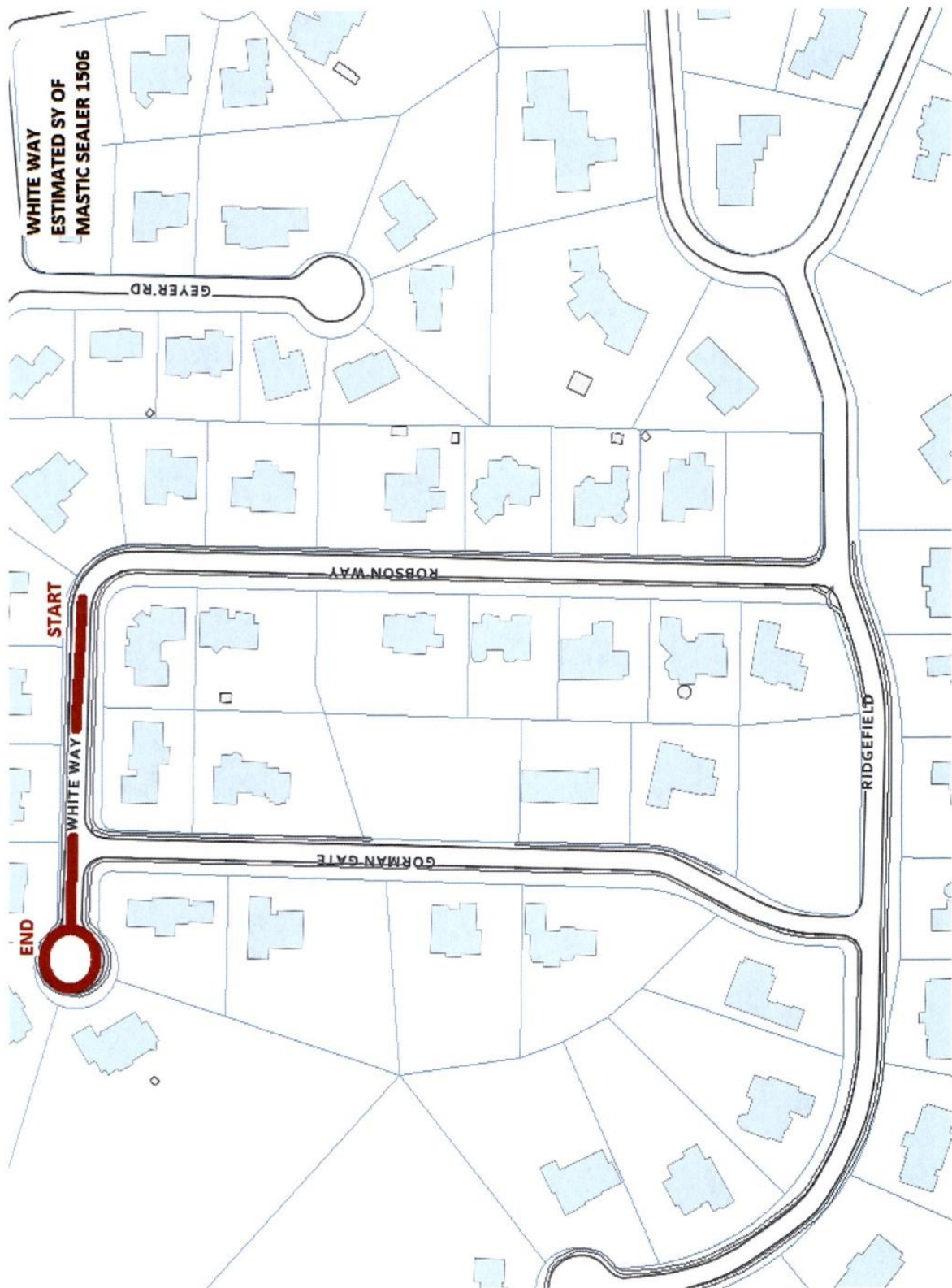
FOG SEAL					
SE	SE 28TH ST	SE C ST	SE J ST	2264	11
	TOTAL				
				2664	\$3.25
					\$8,658.00

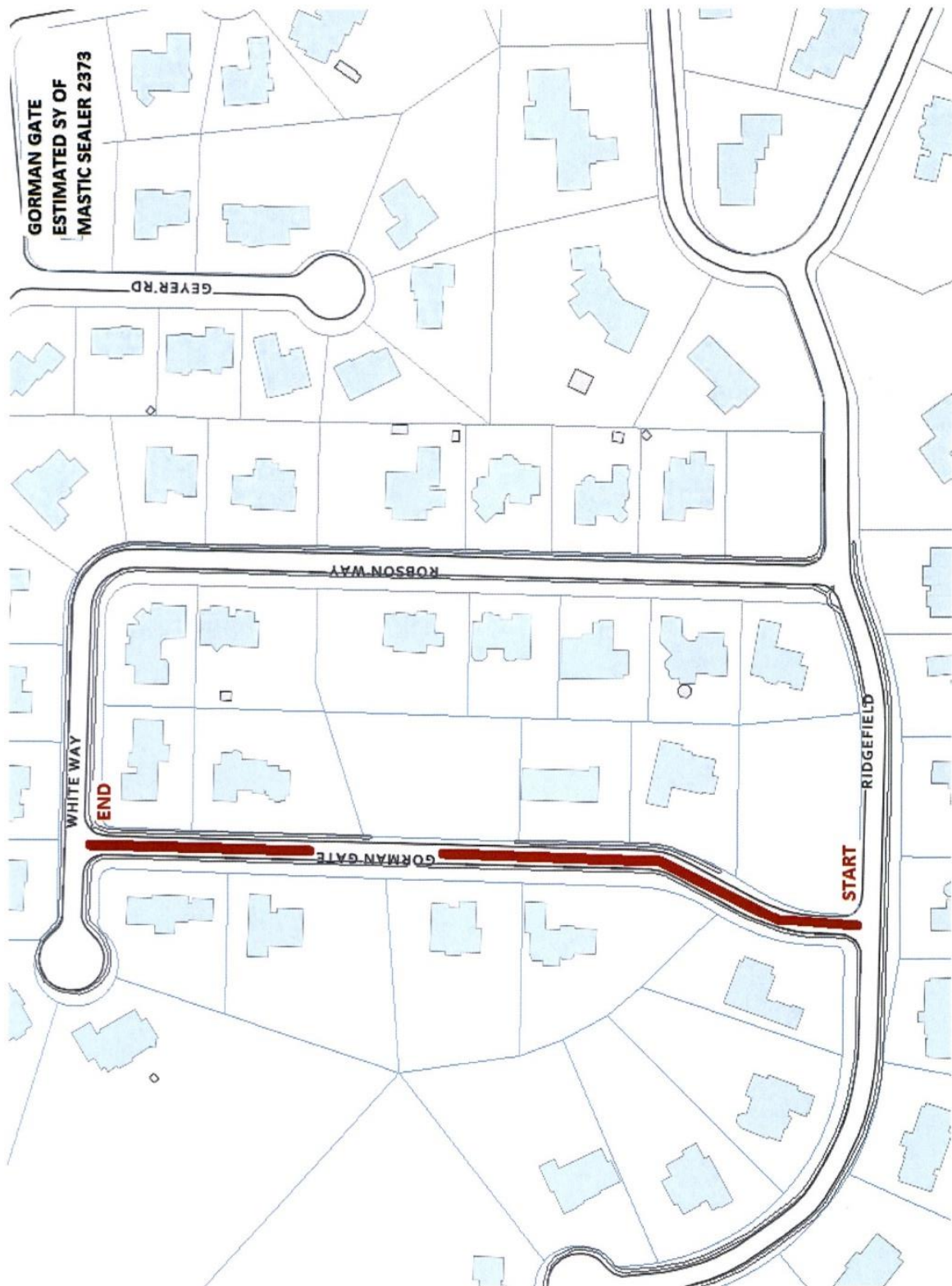




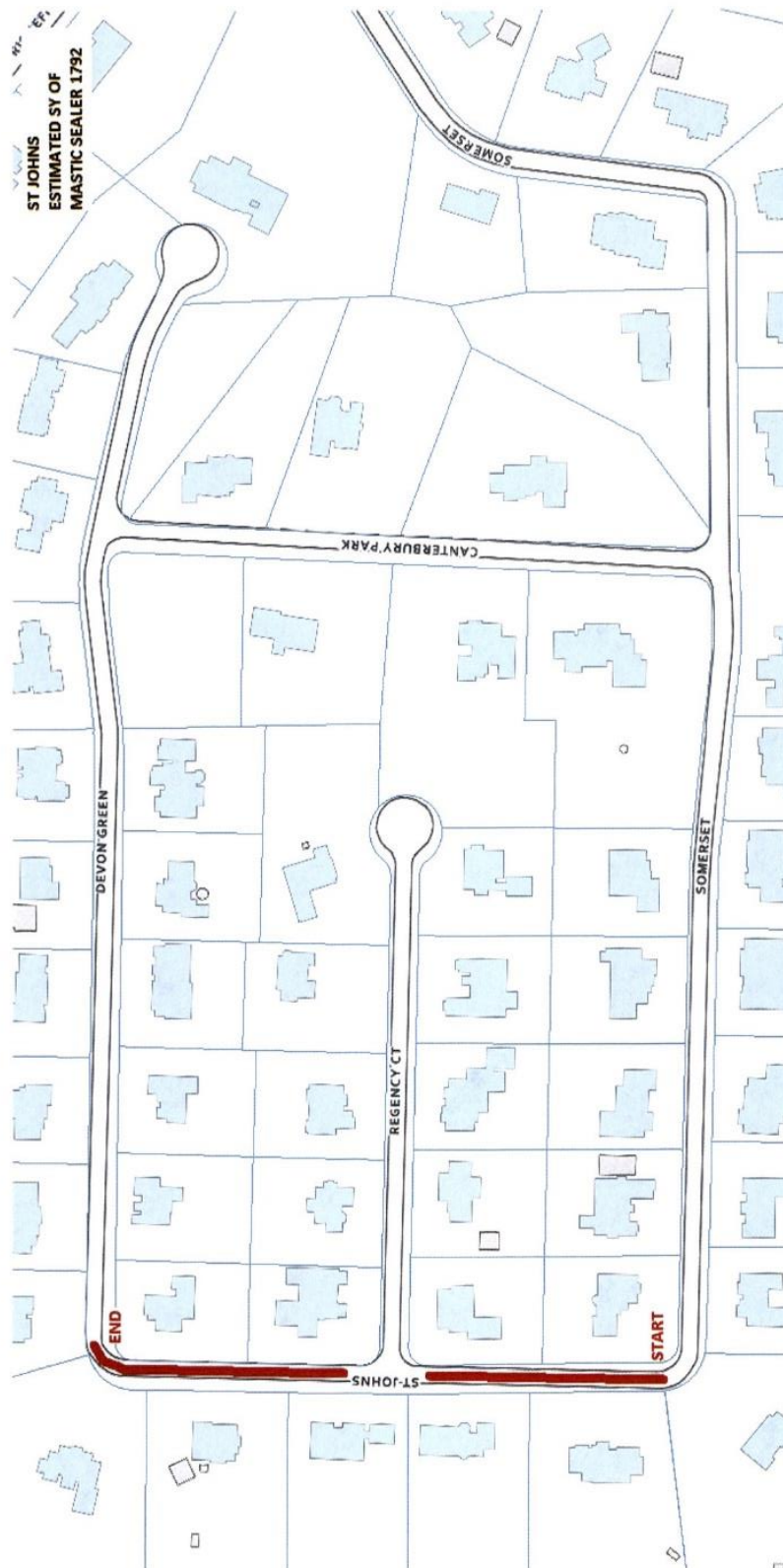


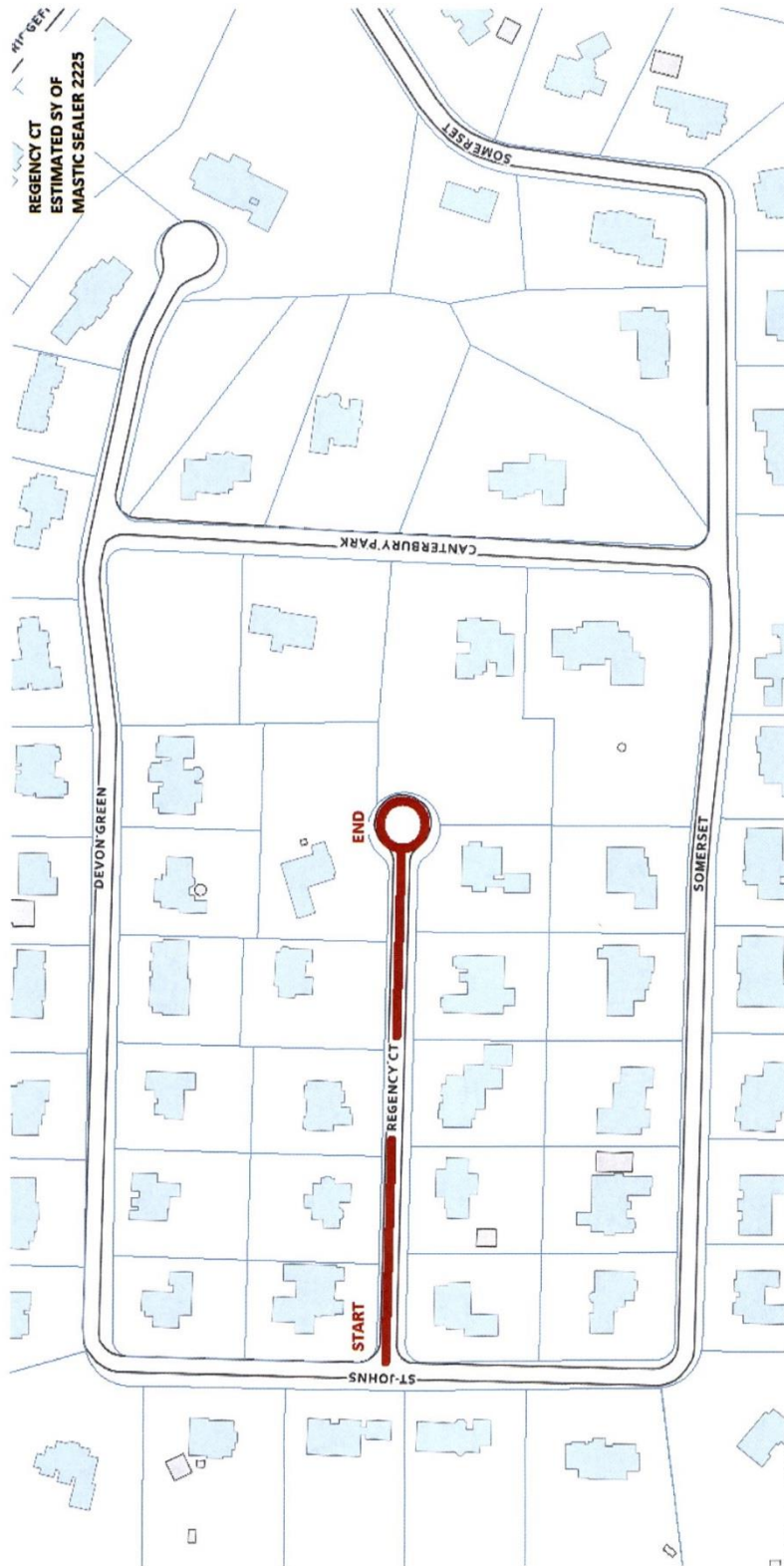


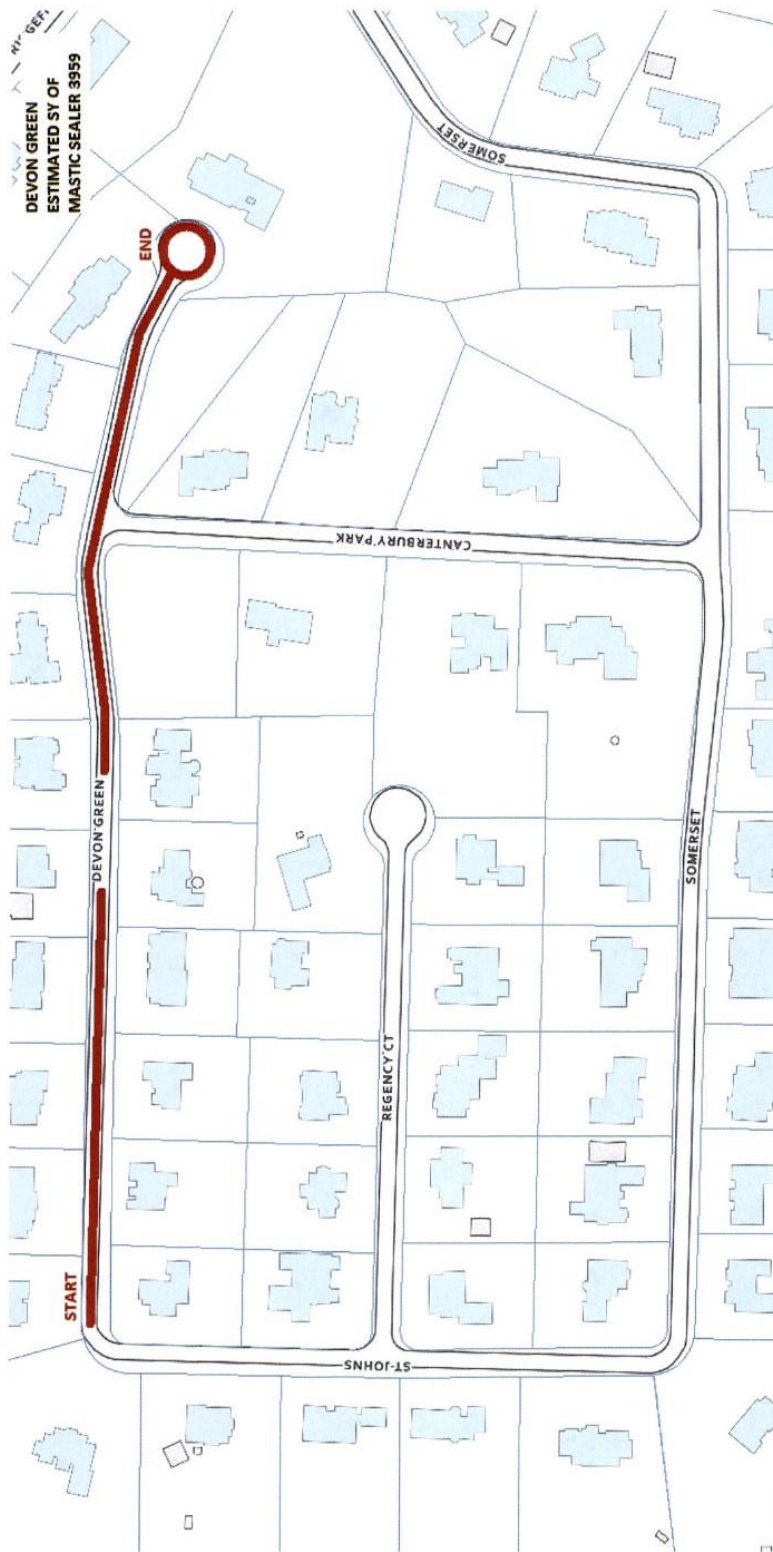




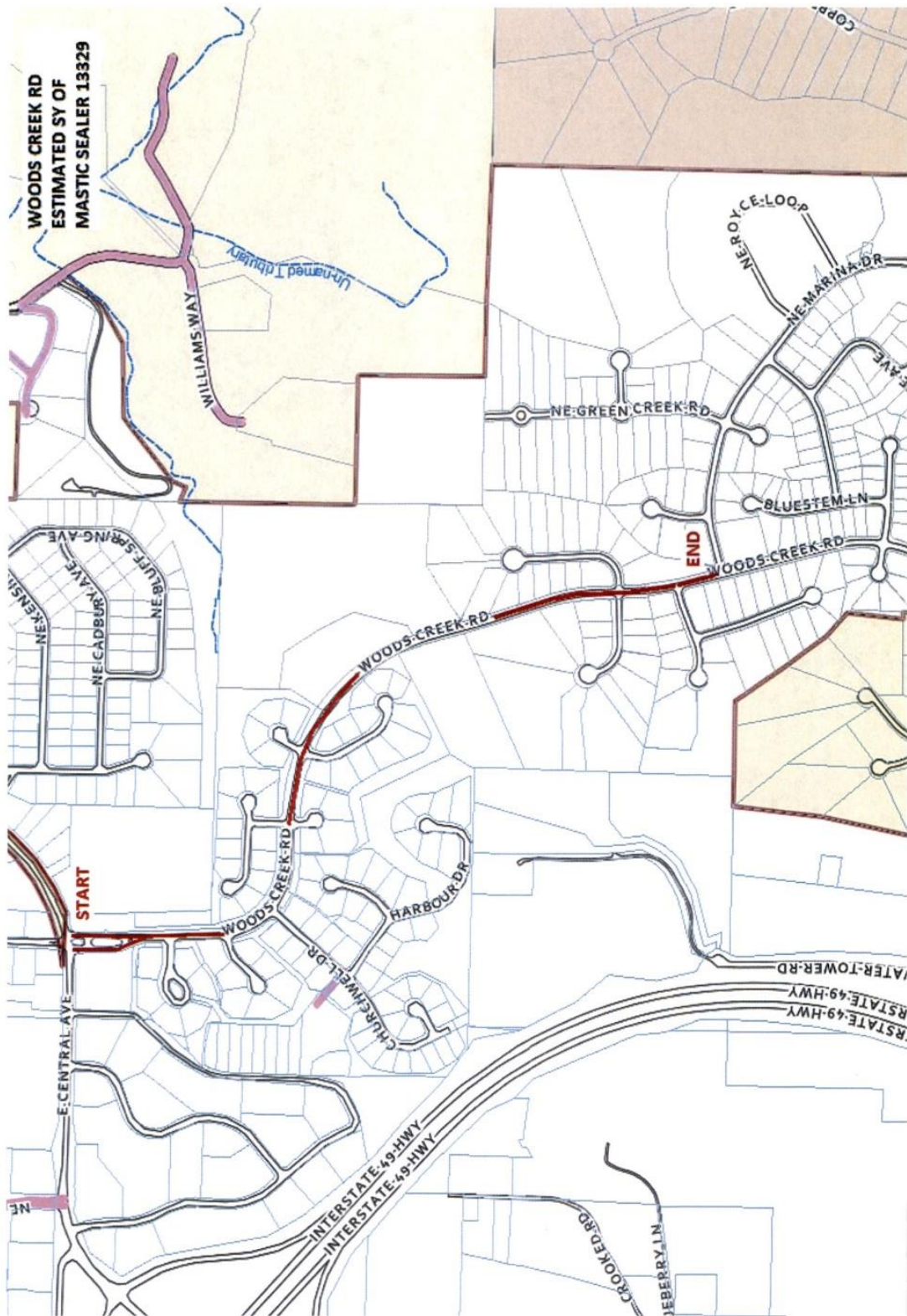


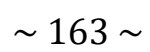














CHECK ALL THAT APPLY			
	Bid Award	Bid #	IBF-20-53
X	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Budget adjustment for bid award IFB-20-53 in the amount of \$25,261.32 to Decco Contractors for the 2020 Overlay program.

COST TO CITY:

Cost of this Request: \$25,261.32

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	700,000
Funds Expended to Date		
Remaining Budget		700,000
Budget Adjustment		25,261
Remaining After Adjustment	\$	725,261

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





Date of Request: July 14, 2020

Justification:	Additional quantities are needed for asphalt to complete the City's overlay program.
----------------	--

Date: _____ Date entered: _____ By: _____

PLEASE RECYCLE





CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-20-47
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid Award IFB-20-47 to Time Striping Inc. for street pavement markings at the unit prices as listed in the bid document. Please see attachments.

COST TO CITY:

Cost of this Request: \$45,000

Additional Budget Amount

☒ One time amount:

☐ Continuing O and M

Previously Budgeted	\$	45,000
Funds Expended to Date		45,000
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





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

Memorandum

DATE: 7-14-2020
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Striping Bid IBF-20-47

On June 16, 2020, the Street Department received one bid for the annual street striping list. Time Striping, Inc. submitted a unit price list, which is attached. The prices for this contract are good for two years with a renewable 3rd year. The Street Department has a \$45,000 budget for pavement markings this year. Other departments will be able to use the unit pricing for their pavement markings also.

Staff recommends the awarding of bid IBF-20-47 to Time Striping, Inc. for the City's pavement markings need for the unit prices as shown in the attachment.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

2020 THERMOPLASTIC STRIPING 4"

Street	Start	End	Double Yellow	(White) Turn
SE 28 th	Moberly	SE J	8,765 LF	370 LF
SE/SW 8 th	SE J	Walton	13,200 LF	500 LF
Tater Black	HWY 72	HWY 102	8,500 LF	
SW A	HWY 102	150' North	300 LF	75 LF
SW A	HWY 102	S Walton	1740 LF	80 LF

PAVEMENT MARKINGS

HWY 12 and I street	Crosswalks and Stop bars	960 LF 12" white
E. Central and SE J street	Crosswalks and Stop bars	695 LF 12" white
E. Central and MLK	Crosswalks and Stop bars	724 LF 12" white
SE J and 8 th street	Crosswalks and Stop bars	690 LF 12" white

IFB-20-47 BID TABULATION

CITY OF BENTONVILLE, AR IFB-20-47 ANNUAL STRIPING BID BID OPENING: JUNE 16, 2020 @1:30P.M.				TIME STRIPING, INC.	
Line Number	Description	Quantity	Unit of Measure	Price	Extended Unit Price
1	6" Yellow Thermoplastic, As Specified	5000	LF	\$ 0.90	\$ 4,500.00
2	6" White Thermoplastic, As Specified	1	LF	\$ 0.90	\$ 0.90
3	12" White Thermoplastic, As Specified	1	LF	\$ 8.00	\$ 8.00
4	24" White Thermoplastic, As Specified	1	LF	\$ 10.00	\$ 10.00
5	4" Yellow Thermoplastic, As Specified	1	LF	\$ 0.60	\$ 0.60
6	4" White Thermoplastic, As Specified	1	EA	\$ 0.60	\$ 0.60
7	Removal of existing 4" Thermoplastic, As Specified	1	EA	\$ 1.00	\$ 1.00
8	Left Turn Arrows, As Specified	1	EA	\$ 175.00	\$ 175.00
9	Right Turn Arrows, As Specified	1	EA	\$ 175.00	\$ 175.00
10	Sharrows, As Specified	1	EA	\$ 250.00	\$ 250.00
11	School Zone, As Specified	1	EA	\$ 500.00	\$ 500.00
12	Pedestrian, As Specified	1	EA	\$ 250.00	\$ 250.00
13	Crossing (X-ing), As Specified	1	EA	\$ 300.00	\$ 300.00
14	Only, As Specified	1	EA	\$ 250.00	\$ 250.00
15	Straight/Turn Arrow Combo, As Specified	1	EA	\$ 250.00	\$ 250.00
16	Straight Arrow, As Specified	1	EA	\$ 175.00	\$ 175.00
				TOTAL BID PRICE:	\$ 6,846.10



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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-20-47	Date of Issuance:	MAY 24, 2020
Description:	2020 ANNUAL STRIPING		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	NOT APPLICABLE – NO PRE-BID MEETING SCHEDULED FOR IFB-20-47		

SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE & TIME)	
Bid Opening Date and Time:	JUNE 16, 2020 AT 1:30 P.M. CST
Bid Opening Location:	City of Bentonville Community Development Council/Planning Commission Chambers 305 SW A Street Bentonville, AR 72712 <i>Purchasing will be on-site to receive hand delivered bid submissions 15 minutes prior to the Bid Opening time.</i>
Deadline for Bid Submissions Delivered in Advance to City Hall:	JUNE 16, 2020 AT 1:15 P.M. CST <i>*All Bid Submissions delivered AFTER this deadline should be delivered ONLY to the Bid Opening location prior to the Bid Opening time. The City shall not be responsible for late bid submissions for any reason, including failure to adhere to the submission specifications.</i>

DELIVERY OF BID SUBMISSION	
Location for Bids Delivered Prior to 1:15PM on JUNE 16, 2020:	City Hall – ATTN: Purchasing Office 117 W. Central Ave. Bentonville, AR 72712
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission at the designated location on or before the bid opening date and time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	JUNE 10, 2020 – 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via the information contained in this IFB document.</i>	



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EXHIBIT A
IFB-20-47

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)



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EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: Time Striping, Inc. Phone Number: 479-474-0452

Business Address (Full Street/City/State/Zip): P.O. Box 1236, Van Buren, AR 72957

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): Yes ☒ No ☐

Name of Contact Person: John Townsend Email: jtown@timestriping.com

Signature of Authorized Person: [Redacted Signature] Date: 6-11-20

Printed or Typed Name: John Townsend Title: Executive V.P.

Additional Information:

Arkansas Sales or Use Tax Number: 00117875-SLS

Arkansas State Contractors License Number (REQUIRED): 0017280420

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INTENT

The intent of this invitation for bid is to establish a contract for the purchase, delivery and installation of Thermoplastic Pavement Markings and sealant according to the City's conditions and specifications, for the City of Bentonville Street Department.

RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Proof of the required insurance, or the ability to obtain if awarded the Contract, as set forth herein.
- Copy of Arkansas State Contractors License (proof that Bidder maintains an Arkansas State Contractor's License)
- Exhibit A – Bidder Qualifications.

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

QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)

All questions or requests related to this Invitation for Bid should be directed solely to the Purchasing Office via written communication only via one of the methods below. A copy of the question and the City's response will be distributed to all known document holders. Purchasing will not respond to requests received after the deadline for submission of these requests stated herein.

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City Hall ATTN: Purchasing Office 117 W. Central Ave. Bentonville, AR 72712

For Phone Calls: (479) 271-3115

CONTRACT TERM:

The awarded vendor will be required to sign a binding Contract with the City for the services described herein on an as needed and/or per project basis for a one (1) year term. The Contract may be renewed annually upon mutual written agreement for a maximum Contract Term of three (3) years. There shall be no changes in pricing permitted during the original Contract Term or any subsequent renewal.

SCOPE

The awarded Bidder agrees to furnish all labor, material, equipment, and any other items necessary for the performance of the work to complete the work as described herein and as is industry standard, at multiple locations within the City limits of Bentonville, Arkansas, following all applicable laws, rules and regulations.

Services shall be performed on an as needed and/or per project basis as directed by the City. The City shall issue work orders and/or purchase orders for requested services.

All pavement markings shall meet the requirements of the applicable sections of the Arkansas Highway and Transportation Department (AHTD) Standard Specifications for Highway Construction. Passing zones and layout of markings must be established in accordance with the latest edition of the Manual on Uniform Traffic



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SCOPE CONTINUED

Control Devices. Thermoplastic pavement marking glass beads shall also be in accordance with all current AHTD specifications per SS-719 and the Qualified Products List (QPL) listed for AHTD.

Pavement markings shall be available in six inch (6") white and yellow. Four inch (4") white and yellow markings shall also be included in the Contract, if available. .

REQUIRED QUALIFICATIONS

The awarded Bidder shall have in operation an organization, including supervision, labor and equipment devoted to the type of work described in this Invitation for Bid, including but not limited to the removal of existing 4" (four inch) yellow or white markings and application of new pavement markings.

REQUIRED QUALIFICATIONS CONTINUED

Thermoplastic Pavement marking equipment shall be truck mounted with a bead dispensing unit and applied by an automatic bead dispenser attached to the pavement marking truck in such a manner that the beads are immediately dispensed upon the completed line for long line markings. The equipment shall be constructed to provide the continuous mixing and agitation of the material.

The awarded Bidder shall have been engaged in the type of work described herein for a period of at least two (2) years, unless a subsequent investigation by the City's Street Department indicates that the Bidder's firm is, in fact, reputable in its field and capable of satisfactorily completing the Contract as specified and in the specified amount of time.

The City reserves the right to request and contact references from Bidders and use information collected in the evaluation of bids for the purpose of award.

All Bidders must complete **Exhibit A – Bidder Qualifications**.

LICENSE

All Bidders must include a copy of the company's Arkansas Contractors License in their bid submission.

INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.



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WARRANTY

Services received under this Invitation to Bid shall be warrantied for a period of not less than one (1) year from the date of the City's approval and acceptance of the work completed. Acceptance and approval shall be in written form the City's designated contact, or his assignee. The warranty shall include full repair or replacement, as directed by the City of Bentonville Street Department.

DELIVERY

The City Of Bentonville requests that the awarded Bidder be available for work (delivery) within thirty (30) days from Contract execution. If this schedule cannot be met, Bidder must state the number of days required for completion. Failure to state completion days obligates Bidder to the City's specified completion timeline. Extended completion days may be considered when in the best interest of the City.

Delivery within 30 days after execution of the Contract.

EQUIVALENT

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

INVOICING

The awarded Bidder shall submit invoices to the City for actual work performed upon completion of each order issued by the City.

Invoice Remittance Address:

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

Invoices sent on time and to the correct address will be paid within fourteen (14) days of receipt. Failure to submit an approved and accurate invoice to the correct address may result in delayed payment

PAYMENT TERMS



Net 30 days



Other: _____

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INSURANCE REQUIREMENTS

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

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

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Contractor/Vendor Disclosure

Company Name: Time Striping, Inc.

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

☒ Yes ☐ No

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

Immediate Relation includes:

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

No relationships exist

Failure to disclose shall be considered a material breach and grounds for immediate termination of this Contract. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.** ja 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 department directing the contractor to make changes to a contract.
- f. The term "City" means the City of Bentonville, Arkansas.
- g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the Bidder's risk.

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

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

The Bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.

5. **BID DOCUMENT MISTAKES:** The Bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

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

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, Bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.



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9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

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

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

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

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

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

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the Bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, Bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If Bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found



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to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

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

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

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

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

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
- First to Bidder offering firm prices for full contract period; and
 - Second to Bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the Bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.



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PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.



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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 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

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

- 1) The awarded Bidder shall follow all federal, state and local safety regulations and regulations regarding the performance of the work described herein.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____

- 2) The awarded Bidder and crew shall meet with the City's designated contact, or his assignee, prior to beginning services to review the Scope of Work prior to work commencing.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____

- 3) The awarded Bidder shall ensure that job site(s) are kept clean and orderly.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____

- 4) The awarded Bidder understands and shall comply with the Warranty Specifications listed herein.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____

- 5) Bidder is a licensed Arkansas Contractor and has included a copy of their Arkansas Contractors License in the bid submission.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____



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SPECIFICATIONS CONTINUED

- 6) The awarded Bidder agrees to furnish all labor, material, equipment, and any other items necessary for the performance of the work to complete the work as described herein and as is industry standard, at multiple locations within the City limits of Bentonville, Arkansas, following all applicable laws, rules and regulations.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____

- 7) All pavement markings shall meet the requirements of the applicable sections of the Arkansas Highway and Transportation Department (AHTD) Standard Specifications for Highway Construction. Passing zones and layout of markings must be established in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. Thermoplastic pavement marking glass beads shall also be in accordance with all current AHTD specifications per SS-719 and the Qualified Products List (QPL) listed for AHTD. Sealant shall be included in the costs and the performance of the work described herein and shall be applied in accordance with the City's direction.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____

- 8) The awarded Bidder shall have in operation an organization, including supervision, labor and equipment devoted to the type of work described in this Invitation for Bid, including but not limited to the removal of existing 4" (four inch) yellow or white markings and application of new pavement markings. Thermoplastic Pavement marking equipment shall be truck mounted with a bead dispensing unit and applied by an automatic bead dispenser attached to the pavement marking truck in such a manner that the beads are immediately dispensed upon the completed line for long line markings. The equipment shall be constructed to provide the continuous mixing and agitation of the material.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____

- 9) The awarded Bidder shall have been engaged in the type of work described herein for a period of at least two (2) years, unless a subsequent investigation by the City's Street Department indicates that the Bidder's firm is, in fact, reputable in its field and capable of satisfactorily completing the Contract as specified and in the specified amount of time.

☒ AS SPECIFIED ☐ EQUIVALENT/EXCEEDING SPECIFICATION (include details below)

Details: _____



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SPECIFICATIONS CONTINUED

- 10)** The Thermoplastic Pavement Markings shall be six inches (6") in white and yellow, twelve inches (12") in white, and twenty four inches (24") in white, as specified by the City prior to work commencing. The Contract shall also include four inch (4") pavement markings in white and yellow, if available. Sealant shall also be included with the pavement markings.

☒ **AS SPECIFIED** ☐ **EQUIVALENT/EXCEEDING SPECIFICATION** (include details below)

Details: _____

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PRICING SECTION – TOTAL BID PRICE

Bid prices shall be on the basis of Per Linear Foot (LF) or Each (EA) as specified, and shall include all applicable costs to the City of Bentonville for the work described herein including, but not limited to: sealant, delivery fees, equipment costs, costs of performing work, labor, materials, and transportation. The Total Bid Price shall not include tax. If any pricing line is not available (ex. four inch pavement markings), Bidders shall indicate 'Not Available' in the pricing line provided.

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

The Total Bid Price shall be the sum of the Line Item prices and shall be used for the purpose of bid comparison only. The Bid Award will be based on the lowest and most responsible bid submission, all factors considered and in the best interest of the City. The quantities and line items provided herein shall not be considered a guarantee of work. The awarded Bidder shall only perform the work requested by the City on an as needed or per project basis; all items will be on an "as needed" schedule over the Contract term. The awarded Bidder will be paid only for actual work completed.

Line Number	Description	Quantity	Unit of Measure	Price
1	6" Yellow Thermoplastic, As Specified	5000	LF	\$0.90 per L.F. - \$4500.00
2	6" White Thermoplastic, As Specified	1	LF	\$ 0.90
3	12" White Thermoplastic, As Specified	1	LF	\$ 8.00
4	24" White Thermoplastic, As Specified	1	LF	\$ 10.00
5	4" Yellow Thermoplastic, As specified	1	LF	\$ 0.60
6	4" White Thermoplastic, As Specified	1	LF	\$ 0.60
7	Removal of existing 4" Thermoplastic, As Specified	1	LF	\$ 1.00
8	Left Turn Arrows, As Specified	1	EA	\$ 175.00
9	Right Turn Arrows, As Specified	1	EA	\$ 175.00
10	Sharrows, As specified	1	EA	\$ 250.00
11	School Zone, As Specified	1	EA	\$ 500.00
12	Pedestrian, As Specified	1	EA	\$ 250.00
13	Crossing (X-ing), As Specified	1	EA	\$ 300.00
14	Only, As Specified	1	EA	\$ 250.00
15	Straight/Turn Arrow Combo, As Specified	1	EA	\$ 250.00
16	Straight Arrow, As Specified	1	EA	\$ 175.00

TOTAL BID PRICE: \$ 6846.10
(Used for bid comparison only)



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BIDDERS ACKNOWLEDGEMENT: REQUIRED DOCUMENTS

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

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed.	
Proof of insurance, or the ability maintain, as defined herein.	
Exhibit A Bidder Qualifications	
Inclusion of all Addenda, when applicable. Bidder, list Addenda included: _____ _____ _____ _____	

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

Description	Bidder's Initials
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 117 West Central Avenue Bentonville, Arkansas 72712	



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BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three references from within the last three (3) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

The City reserves the right to contact references provided and use the information obtained in the evaluation of Bidder's bid submission.

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
David Mills	479-619-9000	Thermoplastic Pavement markings	2017, 2018, 2019

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):



TIMESTR-02

ASHLEYO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/12/2019

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

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

PRODUCER
BHC Insurance
6600 Euper Lane
P.O. Box 3829
Fort Smith, AR 72813-3629

CONTACT Jennifer L. (Williams) Hudson

PHONE (A/C, No. Ext): (478) 488-4000 122

FAX (A/C, No.): (478) 484-8186

E-MAIL: jhudson@bhca.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Zurich American Insurance

16535

INSURER B: American Guaranty and Liability Insurance Company

28247

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Time Stripping, Inc.; Time Sandblasting Inc.; Time
Construction Services Inc.
P.O. Box 1236
Van Buren, AR 72956

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		GLO3804282-01	7/17/2019	7/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:					
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BAP0428536-01	7/17/2019	7/17/2020	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE		AUC7870826-01	7/17/2019	7/17/2020	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
	DED: RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH)	Y/N N/A	WC8956217-01	7/17/2019	7/17/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	DESCRIPTION OF OPERATIONS below					

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

CERTIFICATE HOLDER

For informational Purposes

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 28 (2018/03)

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CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IBF-20-52
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid award IBF-20-52 to Riggs Cat for the lease of (2) backhoes. Please see attachment

COST TO CITY:

Cost of this Request: \$15,083

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	24,312
Funds Expended to Date		15,083
Remaining Budget		9,229
Budget Adjustment		-
Remaining After Adjustment	\$	9,229

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: 7-14-2020
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: Backhoe lease IBF-20-52

On June 17, 2020, the Street Department received bids for the lease of (2) backhoes. This is to replace one backhoe that is currently being leased along with a replacement of another backhoe that was budgeted for in this year's budget.

Staff recommends approval of bid IFB-20-52 to Riggs Cat in the amount \$1,508.32 per month for (2) backhoes. The total cost of the backhoes leased for the rest of the year will be \$15,083.20 plus applicable taxes. This is a budgeted item so no budget adjustment is needed for this.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-20-52 2020 Backhoe Lease for Street Dept.
JUNE 17, 2020 @ 1:30pm

BIDDER NAME	PROPOSED ITEM DESCRIPTION (Qty. 2)	PER MONTH/PER UNIT LEASE PRICE	TOTAL 24-MONTH LEASE PRICE PER UNIT	SUBTOTAL OF 24-MONTH LEASE (X2)	TOTAL BID PRICE
RIGGS CAT	CATERPILLAR 420	\$ 1,508.32	\$ 36,199.68	\$ 72,399.36	\$ 72,399.36
LIFT TRUCK SERVICE	SUPER X - DIG BACKHOE J933CX14	\$ 1,651.66	\$39,639.72*	\$39,639.72*	\$79,279.44*
STRIBLING EQUIPMENT	2020 DEERE 310 SL HL	\$ 2,630.29	\$ 63,126.96	\$ 63,126.96	\$ 126,253.92

*A mathematical error was found in the Lift Truck Service calculation of the 24-Month lease price, resulting in a \$0.24 discrepancy during bid evaluation.



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PRICING SHEET

Bid prices shall include all costs to the City, excluding tax, but including and not limited to: all equipment preparation, loading, unloading, delivery, transportation, training and supply of manuals, profit, overhead, and all other costs to the City of Bentonville, Arkansas.

Delivery will be made to the City of Bentonville Municipal Complex, located at 3200 Municipal Drive Bentonville, Arkansas, during normal City of Bentonville Street Department working hours.

The Bid Award will be based on the lowest and most responsible Total Bid Price, all factors considered, where equipment presented meets the City's specifications. The Total Bid Price shall be the sum of the twenty-four (24) month lease price for all equipment, used for bid comparison purposes only.

Backhoe Year Make and Model Proposed: Caterpillar 420

(City's Requested Equipment: (2) 2020 or Newer Caterpillar 420F Four Wheel Drive Backhoes)

Quantity	Item Description	Per Month/PER UNIT Lease Price	Total 24-Month Lease Price PER UNIT
2	2020 or Newer 4 Wheel Drive Backhoes, As Specified.	\$ 1,508.32	\$ 36,199.68
Subtotal:			\$ 36,199.68
TOTAL BID PRICE: The sum of the Total 24-Month Lease Price PER UNIT for all equipment. <i>Used for bid comparison purposes only.</i>			\$ \$72,399.36



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: May 26, 2020

NOTICE TO BIDDERS

24 MONTH LEASE OF TWO (2) 2020 OR NEWER CATERPILLAR 420F BACKHOES, AS SPECIFIED, OR EQUIVALENT.

Invitation For Bid (IFB)-20-52

The City of Bentonville, Arkansas is accepting formal, sealed bids for the twenty four month (24 month) lease of two (2) 2020 or Newer Caterpillar 420F backhoes, As Specified, or Equivalent, for the City of Bentonville Street Department.

Bidders will be required to furnish all lease agreement documents, and all other documents which would require signature in their bid submission for the City's review and use in the evaluation of bids.

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. Bidders who wish to deliver a bid submission prior to the bid opening may do so by delivering the bid submission to City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. There will be a public bid opening for IFB-20-52 held at 1:30pm on Wednesday, June 17, 2020, the bid opening will be held at the City of Bentonville Community Development Building in the City Council/Planning Commission Chambers, located at 305 Southwest A Street, Bentonville, AR 72712. Purchasing will be on-site at 1:15pm to receive submissions from Bidders who wish to deliver their bid submissions at the bid opening. All bids are due prior to the time and date listed for the opening of bids. Late bid submissions and/or unsigned bid submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM



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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-20-52	Date of Issuance:	MAY 26, 2020
Description:	24 MONTH LEASE OF TWO 2020 OR NEWER CATERPILLAR 420F FOUR WHEEL DRIVE BACKHOES		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING FOR IFB-20-52		

SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE & TIME)	
Bid Opening Date and Time:	JUNE 17, 2020 AT 1:30 P.M. CST
Bid Opening Location:	City of Bentonville Community Development Council/Planning Commission Chambers 305 SW A Street Bentonville, AR 72712 <i>Purchasing will be on-site to receive hand delivered bid submissions 15 minutes prior to the Bid Opening time.</i>
Deadline for Bid Submissions Delivered in Advance to City Hall:	JUNE 17, 2020 AT 1:15 P.M. CST <i>*All Bid Submissions delivered AFTER this deadline should be delivered ONLY to the Bid Opening location prior to the Bid Opening time. The City shall not be responsible for late bid submissions for any reason, including failure to adhere to the submission specifications.</i>

DELIVERY OF BID SUBMISSION	
Location for Bids Delivered Prior to 1:15PM on JUNE 17, 2020:	City Hall – ATTN: Purchasing Office 117 W. Central Ave. Bentonville, AR 72712
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission at the designated location on or before the bid opening date and time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	JUNE 11, 2020 – 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via the information contained in this IFB document.</i>	



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EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: Riggs CAT Phone Number: 479-756-8080
Business Address (Full Street/City/State/Zip): 4117 Wagon Wheel Rd, Springdale, AR 72762
Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ☒ Yes ☐ No
Name of Contact Person: Steve Smith Email: stacsp@riggs.com
Signature of Authorized Person: [Redacted Signature] Date: 8/17/20
Printed or Typed Name: Steve Smith Title: Sales Rep.
Arkansas Sales or Use Tax Number: 019743-78-001



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PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

INTENT

The intent of this Invitation for Bid (IFB) is for the twenty four month (24 month) lease of two (2) 2020 or Newer Caterpillar 420F Four Wheel Drive Backhoes, for the City of Bentonville Street Department.

Bidders are required to furnish all lease documents that would require the City's signature or agreement to terms in their bid submission for use in the evaluation of bids.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- All lease agreements that would require signature. See the 'LEASE DOCUMENTS' section of this IFB document for further clarification.
- Bidder's Insurance Requirements. See the 'REQUIRED INSURANCE' section of this IFB document for further clarification.
- Letter of Authorization. See the 'LETTER OF AUTHORIZATION' section of this IFB document for further clarification.

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

CONTRACT TERM:

The term of this award for all equipment specified shall be twenty-four (24) months, at which time the equipment will either be returned to the vendor, or the lease may be renewed, upon mutual written agreement, for an additional twelve (12) month term, for a total lease term not to exceed thirty-six (36) months. All prices and terms and conditions must remain firm for the original lease term and any subsequent mutually agreed upon renewal term. There shall be no automatic renewal provisions.

SCOPE

For the twenty four month (24 month) lease of two (2) 2020 or Newer Caterpillar 420F Four Wheel Drive Backhoes, for the City of Bentonville Street Department.

The awarded Bidder shall have a local Northwest Arkansas service location for preventative and repair service needs.

TESTING/DEMO OF EQUIPMENT

The City reserves the right to request equipment demonstrations or testing for use in the evaluation of bids.

UNIFORM MANUFACTURER/MODEL EQUIPMENT PROPOSED

The City has determined that it is within the City's best interest to have the leased backhoes be of one make and model type. Therefore, Bidders must only propose one make and model type of backhoe in each Bid Submission. Bids submitted with multiple makes and models of each type of equipment will be rejected due to non-conformance.



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MULTIPLE BID SUBMISSIONS

Bidders are permitted to submit multiple bids, as long as each Bid Submission is in a separate sealed envelope, with a complete bid packet enclosed, and for a separate make/model of equipment. Multiple bids from any one Bidder, for the same equipment, will not be accepted.

LEASE DOCUMENTS

All Bid Submissions are required to include all lease agreements/documents that would require the signature of the Mayor and/or any City staff member. This requirement includes, but is not limited to the proposed lease agreement, and any documents that would require signature from the City upon delivery. The lease documents should include all applicable provisions set forth in this IFB document.

The City reserves the right to negotiate the apparent winning Bidder's proposed lease agreement terms and conditions, and submit to the Bidder for review. The City reserves the right to reject any Bid Submission, including the apparent low-bid submission, in the event that lease agreement terms and conditions negotiations fail.

At the time of full Contract execution, the City must retain a fully executed copy of the Lease Agreement.

INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

CITY'S RIGHT TO INSPECT AND TEST EQUIPMENT

The City reserves the right to inspect and test all equipment at a pre-determined and mutually agreed upon location and to reject a Bid Submission due to improper or inadequate equipment prior to issuing the Notice of Award or signing any lease agreements.

WARRANTY

The awarded bidder will provide a written warranty for all parts and labor, not considered normal wear and tear for the type of equipment specified, for the entire lease period commencing from the date of delivery to the City, and remaining in effect for the entire Lease Term and any subsequent renewal term.



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COMPLIANCE

1. All equipment components will comply with all Federal, State and Local laws, ordinances, codes and regulations.
2. The awarded Bidder will be responsible for ensuring that all items meet the specifications listed herein, in addition to all industry standard specifications which may not be known to the City, before delivery to the City.

REQUIRED INSURANCE

Bidders must include in their bid submission the types and amounts of insurance that the City will be asked to maintain for the equipment during the original and any renewal term of the lease.

The City is insured through the Arkansas Municipal League.

EQUIPMENT MAINTENANCE

1. **Prior to Delivery:** The awarded Bidder shall be responsible for the mobilization, set up, activation, deactivation, demobilization, loading and unloading, and freight of the equipment. Prior to the City's acceptance of the equipment, all equipment shall be assembled, fully serviced, and ready for operation, including initial start-up supplies.
2. **Routine Wear and Tear:** Bidders shall include an equipment maintenance clause in their lease agreement, identifying the City as responsible for routine or normal wear and tear maintenance of the leased equipment during the original and any renewal term of the lease.
3. **Unserviceable Parts and/or Above and Beyond Maintenance:** The awarded Bidder shall be responsible for all necessary unserviceable parts and above and beyond normal wear and tear maintenance, with repairs to be accomplished within seventy-two (72) hours of notification from the City that the unit is out of service. Maintenance services shall be available within the City's normal hours of operation, which are 8:00 A.M. to 3:00 P.M. Monday through Friday and which may change according to the City's observance of Federal holidays. All replacement parts shall be furnished as new, Original or equivalent to new in performance, and Original Equipment Manufacturer (OEM) in performance when used in this unit. Removed parts are the property of the awarded Bidder, who will dispose of such parts in a legally acceptable manner. Only manufacturer approved parts are to be used. No replacement parts shall be affixed and/or no service shall be performed on the equipment that would result in compromising the warranty. In the event that repairs cannot be completed within one (1) City work day, a substitute machine approved by the City will be delivered to the City by the awarded Bidder at no additional cost to the City.



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DESIGN

The equipment shall be of commercial design and shall be complete with all of the necessary accessories as described herein. Accessories not specifically mentioned, but necessary to furnish a complete unit ready for use shall also be included. All equipment shall be new and of current production of national firms that manufacture the type of equipment described herein.

LETTER OF AUTHORIZATION

The awarded Bidder must be a manufacturer, or an authorized distributor of the manufacturer of the equipment being proposed to the City. A Letter of Authorization from the manufacturer of the equipment must accompany all bids showing that the Bidder is an authorized distributor or a manufacturer, and that the Bidder is authorized to lease the equipment in Benton County, Arkansas. A letter from the manufacturer, stating the Bidder's authority to distribute, is acceptable.

PATENTS

The awarded Bidder shall protect the City of Bentonville from any damages or liability arising from alleged infringements of patents.

TRAINING

The awarded Bidder will be responsible for the initial training of a minimum of two (2) operators, both of whom shall be City employees, on all aspects of the equipment at a time and location to be determined by the City of Bentonville, and before operation of the equipment by City employees. The training shall consist of, but is not limited to: operation, safety, service intervals, inspecting, proper timing for replacement of parts, cleaning, winter and summer operation instructions, proper preparation for seasonal changes, and general maintenance.

NON-APPROPRIATION OF FUNDS CLAUSE

The awarded Bidder will be required to include a non-appropriation of funds clause, similar to or as specified to the below:

"Notwithstanding any other provision of this Agreement, all obligations of the City of Bentonville under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. The City shall notify the Contractor in writing of any such non-appropriation of funds at the earliest possible date."

"Notwithstanding any other provision of this Agreement, the City of Bentonville shall not be obligated for _____ performance hereunder or by any provision of this Agreement during any of the City's future calendar years unless and until the City appropriates funds for this Agreement in the City's Budget for each such future calendar year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of December 31st of the last fiscal year for which funds were appropriated. The City shall notify _____ in writing of any such non-allocation of funds at the earliest possible date."



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DELIVERY

The City of Bentonville Street Department requests delivery of all equipment within sixty (60) days from Contract execution. If this delivery schedule cannot be met, Bidder must state the date that equipment will be delivered from the date of Contract execution. Failure to state a delivery date 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 8:00 A.M to 3:00 P.M.

Delivery within 16-20 weeks days from Contract execution.

Delivery Notes for the City to Consider (optional): delivery times expected to improve

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 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, monthly for each month's lease payment.

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

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

PAYMENT TERMS

☒ Net 30 days

☐ Other: _____

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Contractor/Vendor Disclosure

Company Name: Riggs CAT

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.** DSG Initials



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**CITY OF BENTONVILLE, ARKANSAS
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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 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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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.
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.



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8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Purchasing Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Purchasing Manager can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

SPECIFICATIONS

MAKE AND MODEL OF EQUIPMENT BEING PROPOSED

Bidder: Indicate the make and model types of equipment are being proposed to the City by placing an "X" in the designated space following the City's pre-determined make and model types. Bidders are only permitted to select one make and model for each type of equipment.

Backhoes:

City's Requested Equipment: 2020 or Newer Caterpillar 420F

Other X (Place an "X" if this is the make/model being proposed)

Notes (Optional): 420F is now designated 420

WARRANTY

All equipment shall be covered by a 36 (thirty-six) month, or 3,000 (three thousand) hour comprehensive warranty. Bidders must indicate that this requirement is met by answering Yes, No, or Exceeds below:

1) All backhoes shall be covered by a 36 (thirty-six) month, or 3,000 (three thousand) hour comprehensive warranty.

☒ YES ☐ NO ☐ EXCEEDS _____

EQUIPMENT HOURS

The City requests an annual total of **500 hours of operation** for the use of the equipment leased from the awarded Bidder. Bidders shall specify the amount of operating hours being offered to the City for the original lease term and any renewal term of the lease below. Bidders shall also state the per hour overage charge should the City exceed the maximum amount of operating hours in an annual period.

Annual total of operation hours allowed and overage charges, per unit of equipment, for the backhoes:

Number of annual operating hours allotted for each unit: 500

Dollar amount per hour for any hours over the above allotted amount: \$ 36.20 per hour

Notes pertaining to hours or overage charges (optional):_____



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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	AS SPECIFIED Place an "X" in this column if the equipment is 'as specified.	EQUIVALENT/EXCEEDS Bidders shall use this column to indicate if an 'Equivalent' or 'Exceeds' item is being proposed.
2020 or Newer Caterpillar 420F 4-Wheel (Four Wheel) Drive Backhoes (Qty. 2)	X	
Operating Weight: Minimum 21,500 (twenty one thousand five hundred) LBS. (Pounds). – Maximum 24,300 LBS (to include all spec'd items)	X	
Engine: 1. Minimum Net Power – 93 HP (horsepower) at 2,200 RPM (revolutions per minute). 2. Block Heater	X	
Powertrain: 1. Transmission – Minimum five forward speed auto shift, three reverse 2. Transmission disconnect switch on load leveler 3. Lock-up Torque Converter		Exceeds: 420 has 6 forward speeds
Hydraulics: 1. Type – Closed center. 2. Pump Type – Variable Flow, Axial Piston 3. Pump Capacity – 43 gallons per minute at 2,200 RPM 4. Controls – Backhoe Pilot with pattern select standard, Loader single lever with transmission disconnect switch	X	
Cab: 1. Deluxe Cab 2. Deluxe Fabric, Air Suspension Seat 3. Heat/Air Conditioned 4. AM/FM stereo 5. Work lights, Forward, Rear and Side Facing 6. Rotating Beacon	X	
Backhoe Performance: 1. Extendable dipperstick 2. Flip over stabilizer pads 3. Stabilizer guards 4. Hydraulic thumb 5. Heavy Duty 24 inch bucket	X	
Loader Performance: 1. Multipurpose/clam shell bucket with bolt on edge 2. Ride control 3. Minimum bucket capacity 1.4 CYD	X	



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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:

Bid Submittal Documents: Documents required for a complete bid submission. Incomplete bid submissions may be rejected.

Description	Bidder's Initials
Invitation for Bid document, executed with <u>all fields</u> complete.	<u>SS</u>
All lease agreements or lease documents that would require signature from the City.	<u>SS</u>
Bidder's insurance requirements for the City to lease the equipment.	<u>SS</u>
Letter of Authorization	<u>SS</u>



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PRICING SHEET

Bid prices shall include all costs to the City, excluding tax, but including and not limited to: all equipment preparation, loading, unloading, delivery, transportation, training and supply of manuals, profit, overhead, and all other costs to the City of Bentonville, Arkansas.

Delivery will be made to the City of Bentonville Municipal Complex, located at 3200 Municipal Drive Bentonville, Arkansas, during normal City of Bentonville Street Department working hours.

The Bid Award will be based on the lowest and most responsible Total Bid Price, all factors considered, where equipment presented meets the City's specifications. The Total Bid Price shall be the sum of the twenty-four (24) month lease price for all equipment, used for bid comparison purposes only.

Backhoe Year Make and Model Proposed: Caterpillar 420, 2020 year model
(City's Requested Equipment: (2) 2020 or Newer Caterpillar 420F Four Wheel Drive Backhoes)

Quantity	Item Description	Per Month/PER UNIT Lease Price	Total 24-Month Lease Price PER UNIT
2	2020 or Newer 4 Wheel Drive Backhoes, As Specified.	\$ <u>1,508.32</u>	\$ <u>36,199.68</u>
Subtotal:			\$ <u>36,199.68</u>
TOTAL BID PRICE: The sum of the Total 24-Month Lease Price <u>PER UNIT</u> for all equipment. Used for bid comparison purposes only.			\$ <u>36,199.68</u> <u>per unit</u>



Tax Lease
Transaction Number [Transaction #]

SAMPLE LEASE

1. PARTIES

LESSOR ("we", "us" or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
ADDRESS1
ADDRESS2
ADDRESS3

LESSEE ("you" or "your"):

[Name of Lessee]
ADDRESS1
ADDRESS2
ADDRESS3

In reliance on your selection of the equipment described below/on Schedule A (each, a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY RENT This is due per period, as stated below in Section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 16).	MAX ANNUAL HOURS/ MILEAGE Maximum annual usage of Unit (see Return Agreement).	DELIVERY DATE Enter date machine was delivered to you.
(1) Used 315DL Caterpillar Small Hydraulic Excavator	CJN01626	See Attached	\$47,486.32 (Cat Value Option)/ or Fair Market Value/ or None	1000	
(1) Used 315DL Caterpillar Small Hydraulic Excavator	CJN01626	See Attached	\$47,486.32 (Cat Value Option)/ or Fair Market Value/ or None	1000	

SEE SCHEDULE A FOR A DESCRIPTION OF THE UNITS.

LOCATION OF UNITS: _____

You acknowledge that the Units described above/on Schedule A were delivered to you in good working condition and that you accepted them on the date indicated.

The Lease Return Conditions agreement ("Return Agreement") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

SIGNATURES

By signing this Lease, you certify that you have received and read this Lease, including the following 4 pages titled "Terms and Conditions", which make up part of this Lease, and all the other Lease Documents, including Schedule A and each Return Agreement.

LESSOR CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE NAME OF LESSEE

Signature _____

Signature _____

Name (print) _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____

TERMS AND CONDITIONS

3. **Lease Term** The Lease Term will start on the date we sign the Lease and will continue for _____ months, unless earlier terminated or canceled as permitted herein.
4. **Rent** You will pay us the Monthly Rent beginning [On the date we sign this Lease / One month after the date we sign this Lease] and on the same date of each month thereafter for the entire Lease Term. Monthly Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Return Agreement (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at _____ or such other location that we designate in writing. You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.
5. **Late Charges** If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.
6. **Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABILITY; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.
7. **Possession, Use, and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements; and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Return Agreement, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.
8. **Taxes** Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Return Agreement.
9. **Tax Indemnity** This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Return Agreement. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Return Agreement; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

10. **Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease Inception). "Casualty Loss Value" means the sum of: (i) the discounted present value of all unpaid future Rent for the Lost Units; (ii) the discounted present value of the Lost Unit's Residual Value as determined by us; and (iii) all other amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid). If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and indefeasible, then provided you have complied with the applicable provisions of this section, we will either (i) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.
11. **Waiver and Indemnity** You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the

contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

12. **Insurance** You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage.
13. **Events of Default** Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty.
14. **Remedies** (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net

proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the sum of (A) any accrued and unpaid Rent as of the date we recover the Unit, plus (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, minus (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), less a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: first, to pay all costs and expenses not already paid; second, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damage amounts specified in this part (ii), to the extent not previously paid; third, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; fourth, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. You agree to pay all charges, costs, expenses and reasonable attorney's fees incurred by us in enforcing this Lease. To the extent you are entitled to a refund from us, you agree we have the right to offset any obligation that you have with us or our affiliates with such refund.

15. **Return of Unit** On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Return Agreement. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Return Agreement, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

16. **Purchase Option** At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. If the Option Purchase Price states Fair Market Value, upon request, we will inform you of the price, which will be the fair market value of a Unit as determined by us. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit "AS IS, WHERE IS, WITH ALL FAULTS." Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period. You agree with us that the Option Purchase Price, if set forth in the table in Section 2 and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

17. **Your Assurances and Representations** Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent. (g) None of (A) you, or any of your respective directors, officers or employees, or any guarantor of this Lease, (each, a "Relevant Person"), or (B) to your knowledge, any agent or subsidiary of yours that will act in any capacity in connection with or benefit from this Lease and the leasing hereunder, is at any time a Sanctioned Person. "Sanctioned Person" means, at any time, (i) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, or (ii) any person owned or controlled by any such person. (h) No Unit or other

proceeds received under the terms of this Lease will be used by you or any other Relevant Person, or to your knowledge, by any of your agents or subsidiaries, in violation of any applicable laws, rules, or regulations relating to (A) bribery or corruption, or (B) economic or financial sanctions or trade embargoes.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

You will not remove, disable, or impair any Unit monitoring system such as Cat® Product Link, if the Unit is equipped with such system. You agree to permit Caterpillar Inc. or its subsidiaries or affiliates, including us (collectively "Caterpillar") and Caterpillar dealers to access data concerning the Unit, its condition, and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement, and enforce the terms of this Lease, (2) to recover the Unit if necessary, and (3) to improve Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

- 18. Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel

paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

19. Effect of Waiver; Entire Agreement; Notices;

Applicable Law Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

20. No Agency; Modification of Lease; Miscellaneous

No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

Sample



INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER

Per your Lease agreement with us, you must arrange physical damage and general liability insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail Cat.Insurance@cat.com.

Please complete this form to provide contact information for your liability coverage as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 3887033 Dealer Name: J.A. RIGGS TRACTOR COMPANY
Customer's Name: [REDACTED]
Address: [REDACTED]
[REDACTED]

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1, DS 20	2000 Caterpillar 262C Tractor	[REDACTED]	[REDACTED]	[REDACTED]
7				

Insurance Agency Insurance Agent's Name
Street Address
City State Zip
Agent's Phone Number Fax Number E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation and its successors and/or assigns as a Loss Payee for physical damage and as an Additional Insured for general liability:

- ☐ To my existing policy number(s) _____, which now provide the coverage required, or
☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

- ☐ I do not need outside insurance coverage at this time.
☐ I have outside insurance coverage and have provided agency information or a copy of the insurance certificate.



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Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain ~~Flex Lease Transaction No. 999999~~ (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: Caterpillar Model: 96.9B Serial No: 44470990
Unit Configuration and Attachments: Air Conditioning Cab
Pinnes
Unit Usage & Primary Operating Environment: Standard Environment - Agricultural-Crop, Ag Non-Manure, Road Building, Utilities, Dams & Bridges, Airport, Site Prep Landfill, Landscaping, Pipeline, Commercial Residential, Site Development

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will notify Lessor of its intention to return the Unit at least sixty (60) days before the end of the Lease Term, and will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Total Lease Hours: 7500.00 Current Hours: 0.00 Total Allowable Unit Hours: 7500.00

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by 0.0070. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Cat® Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies; ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices; and make all warranty repairs and manufacturer recommended product updates prior to the return of the Unit.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. Cleaning. Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. Undercarriage/Tires and Ground Engaging Tools (GET). The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

- Sample*
- D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.
- E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).
- F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque convertors) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.
- G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.
- H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.
- I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.
- J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.
- K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.
- L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.
- M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.
- N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, fluid sample analysis reports, and service-related agreements or programs relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: _____

MANAGER

Signature:

Name (print):

Title:

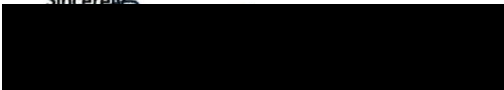
Date:

March 25, 2019

To whom it may concern:

The purpose of this letter is to confirm that Riggs CAT is the authorized Caterpillar dealer for the state of Arkansas.

Sincerely,


Justin Monroe

Vice President and Controller



Cat® 420

BACKHOE LOADER

The Cat® 420 Backhoe Loader delivers exceptional performance, increased fuel efficiency, superior hydraulic system, versatility and an updated operator station. The 420 features the following:

- **Ergonomic Operator Station** – Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while roading. New backhoe control pods allow for unlimited adjustability.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Machine Performance** – The Cat C3.6 engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage V emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Backhoe Loader Attachments, including but not limited to, Quick Couplers, Thumbs, assorted Buckets, and Brooms are available from the factory or for field installation. Cat Backhoe Loaders will be "Dirt Ready" upon delivery.
- **Powershift Transmission** – A Four Speed Powershift Transmission is standard to make shifting gears smooth and as simple as twisting the Powershuttle Lever.
- **Spring Applied Hydraulically Released (SAHR) Parking Brake** – The SAHR Parking Brake is activated at the push of a button and automatically engages when the machine is powered down.
- **Lift Performance** – The redesigned boom cylinder increases lift performance by 15%.

Specifications

Engine

Engine	C3.6 74.5 kW (100 hp) Electronic Turbo Intercooled	
Ratings at 2,200 rpm		
Gross Power SAE J1995	76 kW	102 hp
Gross Power ISO 14396	74 kW	100 hp
Net Power Rating at 2,200 rpm		
SAE J1349	68 kW	92 hp
ISO 9249	68 kW	91 hp
Net Peak Power Rating@ 1,800 rpm		
SAE J1349	79 kW	105 hp
ISO 9249	78 kW	105 hp
Dimensions		
Bore	98 mm	3.86 in
Stroke	120 mm	4.72 in
Displacement	3.6 L	220 in³
Torque Rise (net) at 1,400 rpm	47%	
SAE J1349 Net	436 N-m	322 lb-ft
Power Rating Conditions		
No de-rating required up to	3048 m	10,000 ft

- Engine meets Tier 4 Final/Stage V emission standards.

Weights*

Operating Weight (estimated)	7834 kg	17,271 lb
Operating Weight (maximum) (ROPS capacity)	11 000 kg	24,251 lb
Operating Weight (minimum)	7384 kg	16,279 lb
Cab, ROPS/FOPS	145 kg	320 lb
Power-Shift Transmission	STD	STD
Ride Control	15 kg	33 lb
Air Conditioning	45 kg	99 lb
All-Wheel Drive	STD	STD
MP bucket (0.96 m³/1.25 yd³)		
with fold-over forks	915 kg	2,017 lb
without fold-over forks	745 kg	1,642 lb
Loader QC	245 kg	540 lb
Extendible Stick (excludes ft. counterweight)	270 kg	595 lb
Counterweights, base	115 kg	256 lb
Stackable, one	240 kg	529 lb
Maximum	460 kg	1,014 lb

*Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.



420 Backhoe Loader

Transmission*

Power Shift Transmission – Standard

Forward – 1st	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph
3rd	20 km/h	12 mph
4th	41 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph
2nd	12.4 km/h	7.7 mph
3rd	27 km/h	17 mph

	Power-Shift Transmission – Optional		Power-Shift Transmission with LTC – Optional	
Forward – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph	9.4 km/h	5.8 mph
3rd	12 km/h	8 mph	12 km/h	8 mph
4th	20 km/h	12 mph	20 km/h	12 mph
5th	27 km/h	17 mph	27 km/h	17 mph
5th LTC	—	—	29 km/h	18 mph
6th	41 km/h	25 mph	41 km/h	25 mph
6th LTC**	—	—	40 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph	5.9 km/h	3.7 mph
2nd	12 km/h	7.7 mph	12 km/h	7.7 mph
3rd	27 km/h	17 mph	27 km/h	17 mph

*Travel speeds of two wheel drive backhoe loader at full throttle, when equipped with 500/70-24 rear tires.

**Limited by engine speed to 40 km/h (25 mph).

Axle Ratings

Front Axle, AWD

Static	12 000 kg	26,455 lb
Dynamic	6000 kg	20,233 lb
Rear Axle		
Static	13 000 kg	28,660 lb
Dynamic	7000 kg	15,432 lb

Hydraulic System

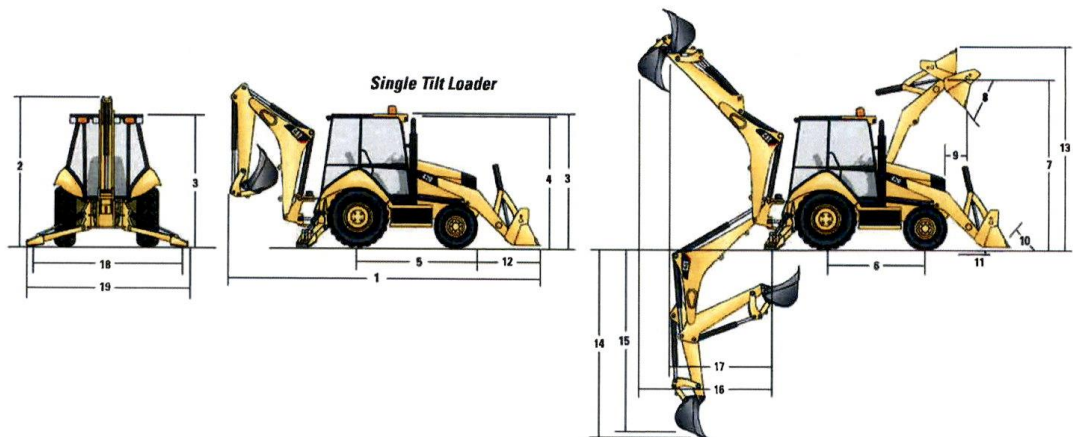
Type	Closed Center	
Pump Type	Variable-flow, Axial Piston	
Pump Capacity @ 2,200 rpm	187 L/min	49.4 gal/min
System Pressure		
Backhoe	25 000 kPa	3,626 psi
Loader	25 000 kPa	3,626 psi

Steering

Type	Front Wheel	
Power Steering	Hydrostatic	
One Double-Acting Cylinder		
Bore	65 mm	2.6 in
Stroke	106 mm	4.2 in
Rod Diameter	40 mm	1.6 in
Axle Oscillation	11°	
Turning Circle – 2WD/AWD (inner wheel not braked)		
Outside front wheels	8.205 m	26'11"
Outside widest loader bucket	10.745 m	35'3"

Service Refill Capacities

Cooling System with Air Conditioning	18.0 L	4.8 gal
Fuel Tank	160.0 L	42.3 gal
Engine Oil with Filter	9.0 L	2.4 gal
Diesel Exhaust Fluid (DEF)	19.0 L	5.0 gal
Transmission – Power shuttle		
2WD	18.0 L	4.8 gal
AWD	18.0 L	4.8 gal
Transmission – Power Shift		
AWD	19.0 L	5.0 gal
Rear Axle	16.0 L	4.2 gal
Planetaries	1.7 L	0.4 gal
Front Axle (AWD)	11.0 L	2.9 gal
Planetaries	0.7 L	0.2 gal
Hydraulic System	95.0 L	25.1 gal
Hydraulic Tank	42.0 L	11.1 gal



420 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

	Single Tilt Loader with Pin-On Buckets					
	0.96 m ³ (1.25 yd ³) GP	1.0 m ³ (1.31 yd ³) GP	1.07 m ³ (1.40 yd ³) GP	1.15 m ³ (1.50 yd ³) GP	1.0 m ³ (1.31 yd ³) MP	1.07 m ³ (1.40 yd ³) MP
1 Overall Length (loader on ground) – S-Stick – mm (ft/in)	7132 (23'5")	7087 (23'3")	7153 (23'6")	7153 (23'6")	7060 (23'2")	7060 (23'2")
Overall Length (loader on ground) – E-Stick – mm (ft/in)	7138 (23'5")	7093 (23'3")	7158 (23'6")	7158 (23'6")	7066 (23'2")	7066 (23'2")
Overall Transport Length – S-Stick – mm (ft/in)	7163 (23'6")	7130 (23'5")	7201 (23'7")	7201 (23'7")	7131 (23'5")	7131 (23'5")
Overall Transport Length – E-Stick – mm (ft/in)	7190 (23'7")	7135 (23'5")	7206 (23'8")	7206 (23'8")	7136 (23'5")	7136 (23'5")
2 Overall Transport Height – Standard Stick – mm (ft/in)	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")
Overall Transport Height – Extendible Stick – mm (ft/in)	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")
Overall Width – mm (ft/in)	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")
3 Height to Top of Cab/Canopy – mm (ft/in)	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")
4 Height to Top of Exhaust Stack – mm (ft/in)	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")
Height to Loader Hinge Pin (transport) – mm (ft/in)	378 (1'3")	378 (1'3")	422 (1'5")	422 (1'5")	420 (1'5")	420 (1'5")
Ground Clearance (LH step) – mm (ft/in)	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")
Ground Clearance (AWD guard) – mm (ft/in)	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")
Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")
5 Rear Axle Centerline to Front Grill – mm (ft/in)	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")
Front Wheel Tread Gauge – mm (ft/in)	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")
Rear Wheel Tread Gauge – mm (ft/in)	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")
6 Wheelbase 2WD/AWD – mm (ft/in)	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")

	Single Tilt Loader with Quick Coupler				
	0.96 m ³ (1.25 yd ³) GP	1.0 m ³ (1.31 yd ³) GP	1.15 m ³ (1.50 yd ³) GP	1.0 m ³ (1.31 yd ³) MP	1.07 m ³ (1.40 yd ³) MP
1 Overall Length (loader on ground) – S-Stick – mm (ft/in)	7314 (24'0")	7269 (23'10")	7311 (24'0")	7221 (23'8")	7221 (23'8")
Overall Length (loader on ground) – E-Stick – mm (ft/in)	7319 (24'0")	7275 (23'10")	7316 (24'0")	7226 (23'9")	7226 (23'9")
Overall Transport Length – S-Stick – mm (ft/in)	7290 (23'11")	7257 (23'10")	7288 (23'11")	7219 (23'8")	7219 (23'8")
Overall Transport Length – E-Stick – mm (ft/in)	7296 (23'11")	7262 (23'10")	7294 (23'11")	7224 (23'8")	7224 (23'8")
2 Overall Transport Height – Standard Stick – mm (ft/in)	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")	3645 (12'0")
Overall Transport Height – Extendible Stick – mm (ft/in)	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")	3665 (12'0")
Overall Width – mm (ft/in)	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")
3 Height to Top of Cab/Canopy – mm (ft/in)	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")
4 Height to Top of Exhaust Stack – mm (ft/in)	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")
Height to Loader Hinge Pin (transport) – mm (ft/in)	345 (1'2")	346 (1'2")	346 (1'2")	344 (1'2")	344 (1'2")
Ground Clearance (LH step) – mm (ft/in)	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")
Ground Clearance (AWD guard) – mm (ft/in)	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")
Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")
5 Rear Axle Centerline to Front Grill – mm (ft/in)	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")
Front Wheel Tread Gauge – mm (ft/in)	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")
Rear Wheel Tread Gauge – mm (ft/in)	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")
6 Wheelbase 2WD/AWD – mm (ft/in)	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")

420 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Loader Bucket Dimensions and Performance

Single Tilt Loader with Pin-On Buckets												
	0.96 m ³ (1.25 yd ³) GP		1.0 m ³ (1.31 yd ³) GP		1.07 m ³ (1.40 yd ³) GP		1.15 m ³ (1.50 yd ³) GP		1.0 m ³ (1.31 yd ³) MP		1.07 m ³ (1.40 yd ³) MP	
Capacity (SAE rated) – m ³ (yd ³)	0.96	(1.26)	1.00	(1.31)	1.07	(1.40)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)
Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2262	(89)	2406	(95)	2279	(90)	2425	(95)
Lift Capacity at Maximum Height – kg (lb)	3280	(7,230)	3286	(7,245)	3213	(7,084)	3192	(7,038)	3059	(6,745)	3047	(6,717)
Lift Breakout Force – N (lbf)	50 179	(11,280)	50 941	(11,452)	49 644	(11,160)	49 467	(11,120)	49 114	(11,041)	49 017	(11,019)
Tilt Breakout Force – N (lbf)	49 891	(11,216)	53 037	(11,923)	50 945	(11,452)	50 834	(11,428)	56 242	(12,643)	56 166	(12,626)
Tipping Load at Breakout Point – kg (lb)	6663	(14,689)	6821	(15,038)	6562	(14,467)	6545	(14,430)	6699	(14,769)	6690	(14,748)
7 Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")
8 Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°		44°	
Dump Height at Maximum Angle – mm (ft/in)	2758	(9'1")	2790	(9'2")	2736	(9'0")	2736	(9'0")	2803	(9'2")	2803	(9'2")
9 Dump Reach at Maximum Angle – mm (ft/in)	807	(2'8")	774	(2'6")	773	(2'6")	773	(2'6")	722	(2'4")	722	(2'4")
10 Maximum Bucket Rollback at Ground Level – degrees	36°		36°		37°		37°		37°		37°	
11 Digging Depth – mm (ft/in)	70	(0'3")	70	(0'3")	110	(0'4")	110	(0'4")	97	(0'4")	97	(0'4")
Maximum Grading Angle – degrees	113°		114°		114°		114°		116°		116°	
Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		N/A		2262	(7'5")	2406	(7'11")
12 Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1480	(4'10")	1447	(4'9")	1518	(5'0")	1517	(5'0")	1447	(4'9")	1447	(4'9")
13 Maximum Operating Height – mm (ft/in)	4356	(14'3")	4354	(14'3")	4366	(14'4")	4397	(14'5")	4378	(14'4")	4407	(14'6")
Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		N/A		843	(2'9")	843	(2'9")
Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		N/A		40 160	(9,028)	40 261	(9,051)
Weight (does not include teeth or forks) – kg (lb)	451	(994)	462	(1,019)	473	(1,043)	493	(1,087)	745	(1,642)	774	(1,706)

Single Tilt Loader with Quick Coupler												
	0.96 m ³ (1.25 yd ³) GP		1.0 m ³ (1.31 yd ³) GP		1.15 m ³ (1.50 yd ³) GP		1.0 m ³ (1.31 yd ³) MP		1.07 m ³ (1.40 yd ³) MP			
Capacity (SAE rated) – m ³ (yd ³)	0.96	(1.26)	1.00	(1.31)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)		
Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2406	(95)	2279	(90)	2425	(95)		
Lift Capacity at Maximum Height – kg (lb)	3361	(7410)	3364	(7416)	3328	(7336)	3245	(7153)	3207	(7069)		
Lift Breakout Force – N (lbf)	51 954	(11,679)	52 665	(11,839)	51 662	(11,614)	51 690	(11,620)	51 431	(11,562)		
Tilt Breakout Force – N (lbf)	51 516	(11,581)	54 168	(12,177)	51 227	(11,516)	55 471	(12,470)	55 300	(12,431)		
Tipping Load at Breakout Point – kg (lb)	5883	(12,971)	6007	(13,243)	5858	(12,915)	5982	(13,187)	5957	(13,132)		
7 Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")		
8 Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°			
Dump Height at Maximum Angle – mm (ft/in)	2623	(8'7")	2654	(8'9")	2625	(8'7")	2690	(8'10")	2690	(8'10")		
9 Dump Reach at Maximum Angle – mm (ft/in)	887	(2'11")	855	(2'10")	886	(2'11")	832	(2'9")	832	(2'9")		
10 Maximum Bucket Rollback at Ground Level – degrees	37°		37°		37°		37°		37°			
11 Digging Depth – mm (ft/in)	111	(0'4")	111	(0'4")	110	(0'4")	101	(0'4")	101	(0'4")		
Maximum Grading Angle – degrees	109°		110°		109°		111°		111°			
Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		2262	(7'5")	2406	(7'11")		
12 Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1607	(5'3")	1573	(5'2")	1605	(5'3")	1535	(5'0")	1535	(5'0")		
13 Maximum Operating Height – mm (ft/in)	4439	(14'7")	4406	(14'5")	4484	(14'9")	4476	(14'8")	4531	(14'10")		
Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		843	(2'9")	843	(2'9")		
Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		40 185	(9,034)	40 286	(9,056)		
Weight (does not include teeth or forks) – kg (lb)	447	(985)	457	(1,008)	481	(1,060)	724	(1,596)	753	(1,660)		

420 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, AWD power shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Backhoe Dimensions and Performance

	Standard Stick		E-Stick Retracted		E-Stick Extended	
14 Digging Depth, SAE (max.) – mm (ft/in)	4278	(14'0")	4319	(14'2")	5372	(17'7")
15 Digging Depth, 2440 mm (8 ft) Flat Bottom – mm (ft/in)	3900	(12'10")	3944	(12'11")	5074	(16'8")
Digging Depth, 610 mm (2 ft) Flat Bottom – mm (ft/in)	4240	(13'11")	4280	(14'1")	5335	(17'6")
Reach from Rear Axle Centerline at Ground Line – mm (ft/in)	6690	(21'11")	6726	(22'1")	7731	(25'4")
16 Reach from Swing Pivot at Ground Line – mm (ft/in)	5600	(18'4")	5636	(18'6")	6641	(21'9")
Maximum Operating Height – mm (ft/in)	5598	(18'4")	5622	(18'5")	6364	(20'11")
Loading Height – mm (ft/in)	3709	(12'2")	3666	(12'0")	4237	(13'11")
17 Loading Reach – mm (ft/in)	1845	(6'1")	1932	(6'4")	2850	(9'4")
Swing Arc	180°		180°		180°	
Bucket Rotation	205°		204°		204°	
18 Stabilizer Spread, Operating Position (center) – mm (ft/in)	3310	(10'10")	3310	(10'10")	3310	(10'10")
Stabilizer Spread, Operating Position (outside) – mm (ft/in)	3770	(12'4")	3770	(12'4")	3770	(12'4")
Stabilizer Spread, Transport Position – mm (ft/in)	2322	(7'7")	2322	(7'7")	2322	(7'7")
Bucket Dig Force – N (lbf)	64 193	(14,431)	63 292	(14,229)	63 292	(14,229)
Stick Dig Force – N (lbf)	43 529	(9,786)	43 395	(9,756)	31 684	(7,123)

Dimensions with Forks/Material Handling Arm

Fork Tine Length	1070 mm (3'6")		1220 mm (4'0")		1370 mm (4'10")	
Operating Load (SAE J1197) – kg (lb)	2295	(5,060)	2221	(4,897)	2135	(4,708)
SAE Load Center – mm (in)	535	(1'9")	610	(2'0")	685	(2'3")
Operating Load (CEN 474-4) – kg (lb)	2352	(5,186)	2337	(5,151)	2320	(5,115)
CEN Load Center – mm (ft/in)	500	(1'8")	500	(1'8")	500	(1'8")
Overall Length (A) (forks on ground) – mm (ft/in)	7648	(25'1")	7798	(25'7")	7948	(26'1")
Reach at Ground (from grill to heel of fork) – mm (ft/in)	939	(3'1")	939	(3'1")	938	(3'1")
Maximum Reach (from grill to heel of fork) – mm (ft/in)	1524	(5'0")	1524	(5'0")	1524	(5'0")
Fork Height at Maximum Reach – mm (ft/in)	1619	(5'4")	1619	(5'4")	1619	(5'4")
Reach at Maximum Height (from grill to heel of fork) – mm (ft/in)	749	(2'5")	749	(2'5")	749	(2'5")
Maximum Fork Height – mm (ft/in)	3418	(11'3")	3418	(11'3")	3418	(11'3")
Maximum Fork Depth (below ground level) – mm (ft/in)	-38	(-1'11")	-38	(-1'10")	-39	(-1'10")

Material Handling Arm Position	Retracted		Mid-Position		Extended	
Operating Load (SAE J1197 and CEN 474-4) – kg (lb)*	1524	(3,360)	1030	(2,271)	758	(1,671)
Overall Length, Maximum – mm (ft/in)	8904	(29'3")	9904	(32'6")	10 902	(35'9")
Reach at Maximum Depth (from machine nose) – mm (ft/in)	544	(1'9")	550	(1'10")	557	(1'10")
Maximum Depth – mm (ft/in)	2618	(8'7")	3618	(11'10")	4616	(15'2")
Maximum Reach (from machine nose) – mm (ft/in)	3221	(10'7")	4221	(13'10")	5219	(17'1")
Height at Maximum Reach – mm (ft/in)	1118	(3'8")	1124	(3'8")	1130	(3'8")
Reach at Maximum Height (from machine nose) – mm (ft/in)	1783	(5'10")	2473	(8'1")	3161	(10'4")
Maximum Height – mm (ft/in)	4445	(14'7")	5169	(16'11")	5891	(19'4")

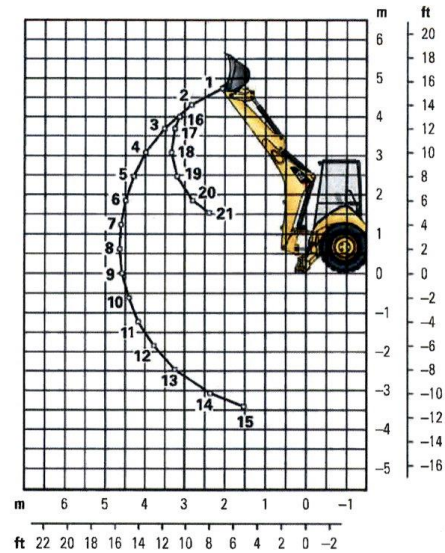
*These numbers are hydraulically limited.

420 Backhoe Loader

Backhoe Lift Capacity

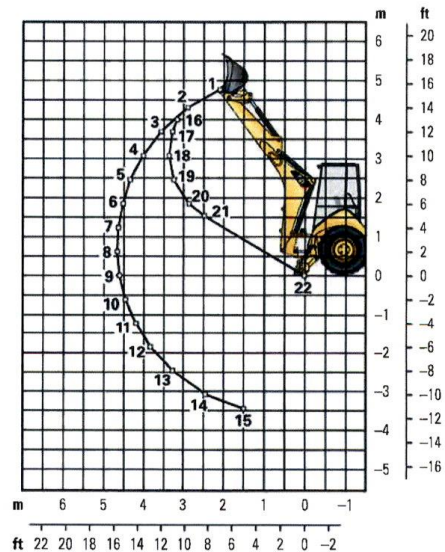
Cat 420 Standard Stick

Boom Lifting	kg	lb
1	1842	4,060
2	2009	4,429
3	2008	4,427
4	1951	4,301
5	1880	4,145
6	1808	3,986
7	1739	3,833
8	1673	3,689
9	1613	3,556
10	1558	3,435
11	1509	3,327
12	1468	3,237
13	1441	3,176
14	1455	3,208
15	1590	3,506
Stick Lifting		
16	2170	4,785
17	2642	5,823
18	2933	6,465
19	3069	6,767
20	3626	7,994
21	4441	9,790



Cat 420 Extendible Stick – Retracted

Boom Lifting	kg	lb
1	1658	3,656
2	1814	3,999
3	1806	3,982
4	1748	3,853
5	1677	3,696
6	1604	3,536
7	1534	3,382
8	1468	3,236
9	1407	3,101
10	1350	2,976
11	1299	2,864
12	1255	2,766
13	1221	2,692
14	1219	2,687
15	1333	2,938
Stick Lifting		
16	2019	4,451
17	2467	5,438
18	2729	6,016
19	2854	6,292
20	3359	7,405
21	4057	8,944
22	0	0



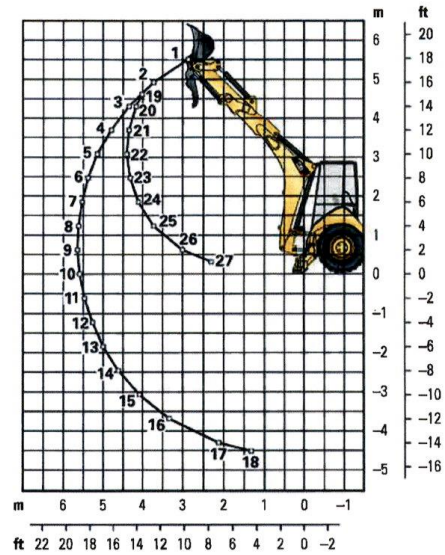
Lift Capacities are over-end values. Machine equipped with AWD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and 250 kg (550 lb) counterweight. Extendible stick includes 485 kg (1,070 lb) counterweight.

420 Backhoe Loader

Backhoe Lift Capacity

Cat 420 Extendible Stick – Extended

Boom Lifting	kg	lb
1	984	2,169
2	1191	2,625
3	1216	2,681
4	1119	2,467
5	1065	2,347
6	1039	2,290
7	1036	2,283
8	1052	2,320
9	1090	2,403
10	1105	2,436
11	1079	2,379
12	1056	2,328
13	1037	2,287
14	1026	2,261
15	1027	2,263
16	1058	2,332
17	1243	2,740
18	1694	3,734
Stick Lifting		
19	928	2,046
20	1159	2,555
21	1485	3,273
22	1715	3,782
23	1912	4,216
24	2052	4,525
25	2343	5,165
26	3105	6,845
27	4455	9,821



Lift Capacities are over-end values. Machine equipped with AWD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket, and 250 kg (550 lb) counterweight. Extendible stick includes 485 kg (1,070 lb) counterweight.

420 Backhoe Loader

Counterweights (Minimum Counterweight Recommendations)

Standard Stick Loader Bucket	Power Train	Pin-On Bucket		Loader QC	
		kg	lb	kg	lb
GP	2WD/AWD	240	530	0	0
MP	2WD/AWD	0	0	0	0
Forks	2WD/AWD	N/A	N/A	0	0
Material Handling Arm	2WD/AWD	N/A	N/A	0	0

Extendible Stick Loader Bucket	Power Train	Pin-On Bucket		Loader QC	
		kg	lb	kg	lb
GP	2WD/AWD	460	1,015	240	530
MP	2WD/AWD	240	530	0	0
Forks	2WD/AWD	N/A	N/A	240	530
Material Handling Arm	2WD/AWD	N/A	N/A	240	530

Backhoe Buckets (With weld on adapters and pin-on teeth)

Standard Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	111	245	3
457	18	120	4.2	122	268	4
610	24	180	6.4	141	311	5
762	30	230	8.1	157	345	5
914	36	290	10.2	176	388	6

Heavy Duty

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	121	266	3
406	16	110	3.9	128	282	3
457	18	120	4.2	135	299	4
610	24	180	6.4	160	353	5
762	30	230	8.1	177	391	5
914	36	290	10.2	201	443	6

Soil Excavation

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
457	18	180	6.4	155	341	4
610	24	240	8.5	182	402	5
762	30	320	11.3	206	454	5
914	36	380	13.4	233	513	6

Rock

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	70	2.5	127	279	3
457	18	130	4.6	146	322	4
610	24	200	7.1	174	384	5
762	30	270	9.5	197	434	5
914	36	330	11.7	224	493	6

Coral

Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	60	2.1	134	295	4
457	18	100	3.5	155	341	6
610	24	140	4.9	182	402	8
762	30	190	6.7	210	463	10

STANDARD EQUIPMENT

- Adjustable auxiliary controls, backhoe loader
- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Battery, maintenance-free, 850 CCA
- Battery disconnect switch
- Boom transport lock
- Brace, lift cylinder
- Brake, parking, Spring Applied Hydraulically Released (SAHR)
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Cat cushion swing system
- Coat restraint
- Coolant/antifreeze, extended life
- Dome light (cab only)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C3.6 (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards, Selective Catalytic Reduction, Diesel Oxidation Catalyst (DOC)
- Engine enclosure, sound suppression removal panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Four wheel drive
- Four wheel drive shaft guard
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- Halogen lights, working (2 front, 2 rear)
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 4 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Joystick controls: pilot operated, excavator-style with pattern changer
- Key start/stop system
- LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mirror, interior, rearview
- One-touch low idle
- Open circuit breather
- Pattern changer, in cab
- Power receptacle, 5 volt USB, 1 internal
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Product Link™, satellite, network manager
- Product Link, cellular, network manager
- Seat belt, retractable, 51 mm (2 in)
- Socket, two roof
- Stabilizer shoes, street
- Steering knob
- Seat, air suspension, vinyl cover, with armrest
- Stabilizers, EH Control, Auto-UP
- Starting system, glow plugs
- Steering column, tilting, telescopic
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, 4 speed, powershift
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

420 Backhoe Loader

OPTIONAL EQUIPMENT

-
- | | | |
|--|--|--|
| ■ Auxiliary hydraulics, loader, adjustable flow | ■ Hydraulic lines, combined function auxiliary | ■ Stabilizer pads, reversible |
| ■ Auxiliary hydraulics, rear, adjustable flow | ■ LED lights, working (2 front, 2 rear) | ■ Stick, extendible |
| ■ Battery, additional, 850 CCA | ■ Quick Coupler, hydraulic, dual lock | ■ Touch screen LCD Display : engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info |
| ■ Cab, deluxe | ■ Quick Coupler, manual, dual lock | ■ Transmission, AutoShift with lock-up torque converter, 6 speed |
| ■ Cold weather fuel (-30° C/-22° F) | ■ Quick Coupler, manual, pin lock | ■ Vandalism protection, gauge cover |
| ■ Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (-30° C/-22° F) and mounting for an ether bottle | ■ Radio and CD player, Bluetooth® | ■ Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information. |
| ■ Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb) | ■ Ride Control | |
| ■ Fenders, front with integral steps | ■ Rotating beacon, magnetic mount | |
| ■ Guard, boom protection plate | ■ Seat, air suspension, fabric with armrest | |
| ■ Guard, stabilizer, rock | ■ Seat, air suspension, fabric with armrest, heated | |
| ■ Hydraulic valves, loader with auxiliary roller thumb control (3rd valve for MP or Quick Coupler) | ■ Seat belt, retractable, 75 mm (3 in) | |
| ■ Hydraulic valves, backhoe (5th and 6th function) | ■ Security system, Bluetooth | |
| | ■ Security system, operator display | |
| | ■ Side mirrors, cab, external | |
| | ■ Single Tilt Loader Coupler, Integrated Tool Carrier (IT) Interface | |

420 Backhoe Loader

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8243 (01-2020)
Build Number: 07A
(North America)





CHECK ALL THAT APPLY			
X	Bid Award	Bid #	IFB-20-49
	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Tony Davis

Department

Street

Phone

271-3130

ACTION REQUIRED:

Bid Award #IFB-20-49 in the amount of \$457,070.00 to MHC Kenworth-Volvo for (2) Belly Plow Dump Trucks. Please see attachments

COST TO CITY:

Cost of this Request: \$457,070

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

Previously Budgeted	\$	460,000
Funds Expended to Date		457,070
Remaining Budget		2,930
Budget Adjustment		-
Remaining After Adjustment	\$	2,930

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: 7-14-2020
TO: City Council, Mayor Orman
FROM: Tony Davis
RE: (2) Belly Plow Dump Trucks Bid #IFB-20-29

On June 18, 2020 the Street Department opened the only received bid for (2) Belly Plow Dump Trucks. This type of dump truck is unique in the way that it is constructed. The truck comes with a snowplow blade that is available to be attached to its under carriage along with a salt spreader box. This is the type of set up that ARDOT uses for maintaining the highways during a snow and ice event.

Staff recommends approval of the bid award to MHC Kenworth-Volvo in the amount of \$457,070.00 for (2) Belly Plow Dump Trucks. The budgeted amount for this bid is \$460,000.00 so no budget adjustment is needed.

Sincerely,

Tony Davis
Street Manager
City of Bentonville



CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-20-49 2020 TANDEM AXLE DUMP TRUCKS WITH SPECIFIED COMPONENTS
JUNE 18, 2020 @ 1:30pm

BIDDER NAME	PROPOSED EQUIPMENT	TOTAL BID PRICE
MHC KENWORTH-VOLVO	AS SPECIFIED	\$ 457,070.00

*The Units will include: 2021 Kenworth T470 Cab & Chassis, Henderson Mark E-Ti, Henderson 'Task Force', Henderson 'UBS' Reversible Underbody Scraper.



CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: May 27, 2020

NOTICE TO BIDDERS

TWO (2) 2020 OR NEWER KENWORTH T470
TANDEM AXLE CAB AND CHASSIS, COMPLETE
WITH DUMP BODY, BELLY SCRAPER, MATERIAL
SPREADER, AND HYDRAULICS, OR EQUIVALENT
ITEM.

Invitation For Bid (IFB)-20-49

The City of Bentonville, Arkansas is accepting formal, sealed bids for the purchase and delivery of two (2) 2020 or Newer Kenworth T470 Tandem Axle Cab and Chassis complete with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, or Equivalent Item, for the City of Bentonville Street Department. All Items, Dump Body, Material Spreader, and Belly Scraper are to be As Specified, or Equivalent, and must be manufactured by a single provider.

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. Bidders who wish to deliver a bid submission prior to the bid opening may do so by delivering the bid submission to City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. There will be a public bid opening for IFB-20-49 held at 1:30pm on Thursday, June 18, 2020, the bid opening will be held at the City of Bentonville Community Development Building in the City Council/Planning Commission Chambers, located at 305 Southwest A Street, Bentonville, AR 72712. Purchasing will be on-site at 1:15pm to receive submissions from Bidders who wish to deliver their bid submissions at the bid opening. All bids are due prior to the time and date listed for the opening of bids. Late bid submissions and/or unsigned bid submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM



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CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-20-49	Date of Issuance:	MAY 27, 2020
Description:	TWO (2) 2020 OR NEWER KENWORTH T470 TANDEM AXLE CAB AND CHASSIS, COMPLETE WITH DUMP BODY, BELLY SCRAPER, MATERIAL SPREADER, AND HYDRAULICS.		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		
Pre-Bid Meeting Information:	NO PRE-BID MEETING FOR IFB-20-49		

SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE & TIME)	
Bid Opening Date and Time:	JUNE 18, 2020 AT 1:30 P.M. CST
Bid Opening Location:	City of Bentonville Community Development Council/Planning Commission Chambers 305 SW A Street Bentonville, AR 72712 <i>Purchasing will be on-site to receive hand delivered bid submissions 15 minutes prior to the Bid Opening time.</i>
Deadline for Bid Submissions Delivered in Advance to City Hall:	JUNE 18, 2020 AT 1:15 P.M. CST <i>*All Bid Submissions delivered AFTER this deadline should be delivered ONLY to the Bid Opening location prior to the Bid Opening time. The City shall not be responsible for late bid submissions for any reason, including failure to adhere to the submission specifications.</i>

DELIVERY OF BID SUBMISSION	
Location for Bids Delivered Prior to 1:15PM on JUNE 18, 2020:	City Hall – ATTN: Purchasing Office 117 W. Central Ave. Bentonville, AR 72712
Bid Submission Requirements:	All bids must be received by the Purchasing Office prior to the date and time listed herein for the bid opening, in a sealed envelope with the following information clearly marked on the outer envelope: - Solicitation ID (IFB Number) - Bidder's Name/Company Name Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission at the designated location on or before the bid opening date and time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	JUNE 12, 2020 – 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via the information contained in this IFB document.</i>	



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CITY HALL
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EXECUTION OF BID PAGE (REQUIRED)

Upon signing this Bid, the Bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. All information on this page must be completed.

Unsigned bids will be rejected - no exceptions.

Name of Firm: MHC Kenworth/Volvo Phone Number: 479-725-3102

Business Address (Full Street/City/State/Zip): 4678 North 45th Street Springdale, AR 72762

Is this address able to accept mail deliveries (for the purpose of returning bid bonds etc.): ☐ Yes ☒ No

Name of Contact Person: Bryan White Email: bryan.white@mhc.com

Signature of Authorized Person: [Redacted Signature] Date: 6/18/20

Printed or Typed Name: Bryan White Title: Truck Sales Representative

Arkansas Sales or Use Tax Number: 431042735

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CITY HALL
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INTENT

The intent of this Invitation for Bid is for the purchase and delivery of two (2) 2020 or Newer Kenworth T470 Tandem Axle Cab and Chassis complete with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, or Equivalent Item, for the City of Bentonville Street Department, As Specified, or Equivalent.

All Items, Dump Body, Material Spreader, and Belly Scraper are to be As Specified, or Equivalent, and must be manufactured by a single provider.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- IFB document, all response fields complete.
- Proposed equipment layout drawings, when required as set forth in the Specifications Section of this IFB document.

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

APPENDICES

- **APPENDIX A: DEFINITIONS**

CONTRACT TERM:

The awarded bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of two (2) 2020 or Newer Kenworth T470 Tandem Axle Cab and Chassis complete with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, As Specified, or Equivalent Item, for the City of Bentonville Street Department.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of two (2) 2020 or Newer Kenworth T470 Tandem Axle Cab and Chassis complete with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, or Equivalent Item, for the City of Bentonville Street Department, As Specified, or Equivalent.

The City reserves the right to add or remove components prior to award, based on budgetary considerations and in the best interest of the City.

Any optional components referenced herein shall indicate the City's option to choose whether to include these components in the award, based on budgetary considerations and in the best interest of the City. Bidders shall NOT include pricing for the optional components in their Total Bid Price, but shall indicate the pricing for these items in the 'Optional Pricing Section' of this IFB document. Optional shall not indicate the Bidder's option to furnish the materials to the City, and bids which do not contain pricing for these optional components may be rejected due to lack of responsiveness.

Bidders shall include proposed equipment layout drawings, where required to do so as set forth in the Specifications Section of this IFB document.

The awarded Bidder must have a local Northwest Arkansas location, open 24/7 and capable of performing the preventative or repair maintenance on the equipment proposed to the City. The awarded Bidder shall also have a mobile technician, available 24/7, for mobile repair needs.



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DELIVERY

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

Delivery: 190 calendar days after receipt of Purchase Order.

subject to no shutdowns do to COVID 19

EQUIVALENT

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the Bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. 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.

INDEMNIFICATION

Due to the City statutory tort Immunity, the City does not carry liability insurance for such claims. Accordingly, any contract entered into with the awarded Bidder may not include a clause in which the City agrees that it or its' officials or employees will indemnify the other party.

The awarded Bidder agrees to indemnify the City and hold it harmless against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the service or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

EQUIPMENT TESTING/DEMO

The City reserves the right to demo, test, view, or otherwise evaluate proposed equipment prior to acceptance, and use information gained in the evaluation of bids to determine the bid award.

WARRANTY

All equipment shall be delivered new, with all manufacturer, dealer, and any other type or form of warranties applicable.



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TRAINING

The awarded Bidder shall provide training to the City for the equipment purchased, at the City of Bentonville Street Department, during normal business hours (Monday-Friday 8:00am-4:00pm) at the request of the City. Training shall not exceed three (3) days.

MATERIALS & MANUALS

All equipment shall be delivered complete, with all materials, components, accessories, user manuals, keys, devices and all other components that are standard to be included on the type of equipment specified, or which are specified by the City herein.

COMPLIANCE

The awarded Bidder will be responsible for ensuring that all items meet the specifications listed herein, in addition to all industry standard specifications which may not be known to the City, before delivery to the City.

INVOICING

Bidder shall provide an invoice to the City no less than one week prior to the scheduled delivery day, if payment is requested at delivery.

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

The City will provide payment, by check, for the items at the time they are delivered to the City. Failure to submit an invoice on time may cause delay in payment.

PAYMENT TERMS



Net 30 days



Other: X

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

 X Yes No

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Contractor/Vendor Disclosure

Company Name: MHC Kenworth/Volvo

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** BW 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 department directing the contractor to make changes to a contract.
- f. The term "City" means the City of Bentonville, Arkansas.
- g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

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

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

The bidder must state a definite time for delivery of supplies or performance of services.

4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.

5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

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

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.

7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.



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

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

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

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

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

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



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to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.

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

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

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

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

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:

- First to bidder offering firm prices for full contract period; and
- Second to bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:

1. Termination for Convenience

In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

2. Termination for Cause

Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

3. Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment,



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supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**
31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.



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SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must indicate "EQUIVALENT" or "EXCEEDS" in the designated space following specifications. Bidder must also provide additional information where indicated. Bidders may refer to **Appendix A: Definitions**, for reference when reviewing Specifications.

Line Number	SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.	BIDDER MUST INDICATE "EQUIVALENT" or "EXCEEDS" IN THIS COLUMN.
All Specifications shall be understood to be in the quantities specified in this Invitation for Bid, for the purchase and delivery of two (2) 2020 or Newer Model Kenworth T470 Tandem Axle Cab and Chassis complete with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, As Specified, or Equivalent Item.			
All Products, Dump Body, Material Spreader and Belly Scraper are to be 2020 production models or newer (when applicable), in new condition (unused), As Specified, or Equivalent, and shall be manufactured by a single provider.			
2020 OR NEWER YEAR MODEL KENWORTH T470 TANDEM AXLE CAB & CHASSIS SPECIFICATIONS			
1	2020 or Newer Year Model Kenworth T470 Tandem Axle Cab and Chassis.	X	2021 YM EXCEEDS
2	<u>ENGINE & EQUIPMENT: Bidder may check this line if ALL engine & equipment items are as specified</u>	X	
3	370HP 1250TQ@1400RPM.		
4	Air compressor 18.7 CFM.		
5	Exhaust: 2017 EPA RH under DPF/SCR w/RH side of cab vertical tailpipe.		
6	Tailpipe: 5 in. single 24 in. 45 degree curve.		
7	Block heater: 1000 watt 120V.		
8	Alternator: 160 amp.		
9	Batteries: 2 Optima 900, each 1800CCA.		
10	Starter: 12V.		
11	Multi-function engine connector for body builder.		
12	Connection between PTO switch & Engine.		
13	Jump start terminals under hood.		
14	<u>TRANSMISSION & CLUTCH: Bidder may check this line if ALL transmission & clutch items are AS SPECIFIED</u>	X	
15	Transmission: Allison 4000RDS 6-speed w/PTO provisions.		
16	Torque converted w/Allison transmission.		
17	Push button control, center console mounted.		
18	J1939 park brake, auto neutral.		
19	PTO adapter for front engine PTO.		
20	<u>FRONT AXLE & EQUIPMENT: Bidder may check this line if ALL front axle & equipment items are as specified</u>	X	
21	Dana Spicer E-14621, front axle rated 14.6.		



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22	Splined rotor for front disc brakes for use with iron hubs.		
23	Front hub: iron hub pilot 14,600 lbs.		
24	Front springs: Taperleaf-14.6 w/shock absorbers.		
25	Single power steering gear: 16K TRW TAS85.		
26	Power steering cooler: Radiator mounted air- to- oil.		
27	REAR AXLE & EQUIPMENT: Bidder may check this line if ALL rear axle & equipment items are as specified	X	
28	Dual Dana Spicer DSP41, rear axle rated at 40K (DSP40 w/heavy wall housing).		
29	Rear axle ratio: 5.29.		
30	Dual rear Hubs: iron hub pilot 11-1/4 in.		
31	Dual rear axle automatic slack adjusters.		
32	Spring brake: 3030 long stroke dual 30 square inches travel; helps keep brakes in adjustment longer.		
33	Bendix 4S/4M anti-lock brake system.		
34	Interaxle driveline 1 Dana Spicer SPL170XL.		
35	Wheel differential lock for Dana Spicer axles (forward rear axle & rear rear axle).		
36	Tandem Hendrickson HAULMAXX (HMX) 400 40K.		
37	WHEELS & TIRES: Bidder may check this line if ALL wheels & tire items are as specified	X	
38	Front tires: Bridgestone M870 315/80R22.5 20PR.		
39	Rear tires: Bridgestone L320 11R22.5 16PR.		
40	Front wheel: Accuride 29039 22.5x9 steel powder coat white 5 hand hole 10000lb max.		
41	Rear wheel: Accuride 50291 22.5x8.25 powder coat white heavy-duty.		
42	FRAME & EQUIPMENT: Bidder may check this line if ALL frame & equipment items are as specified	X	
43	Frame rails: 10-5/8 x 3-1/2 x 5/16 in. steel. RBM 1,776,000.		
44	Full steel insert: for 10-5/8 in. or 10-3/4 in. (ADD 1,149,000 RBM).		
45	Total frame RBM 2,925,000.		
46	Bumper: taper paint steel channel.		
47	73 in. bumper setting.		
48	Removable front tow hook: 2.		
49	Extended front frame rail 73 in.		
50	Front mudflaps.		
51	Brackets, front drive: Aluminum up to 15,999 lbs.		



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52	Brackets, iron front spring drive. Included with front spring capacity of 16,000 lbs or greater.		
53	In-cab steel battery box: under rider seat.		
54	Non-polished DPF/SCR cover diamond plate w/step.		
55	Two clear frame spec areas on each frame rail.		
56	Square end-of-frame w/o crossmember.		
57	Rear mud flaps.		
58	FUEL TANKS & EQUIPMENT: Bidder may check this line if ALL fuel tanks & equipment items are as specified	X	
59	Fuel tank: 56 US gallon 22in. aluminum under.		
60	Small round DEF tank: 11 gallons of useable volume.		
61	CAB & EQUIPMENT: Bidder may check this line if ALL cab & equipment items are as specified	X	
62	Cab: curved glass conventional. Cab includes aluminum and fiberglass fully hucked cab w/all aluminum bulkhead doors and continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning.		
63	Cab door bearing blocks, top and bottom.		
64	Hood: sloped hood for straight rail. Includes radiator mounted grill, split fenders, mudflaps and separate bumper.		
65	Cab heater: w/integral defrosts and A/C 45,000 btu cab heater, 5 mode rotary control.		
66	Steering wheel: 18 in. 4 spoke.		
67	Adjustable telescoping tilt steering column.		
68	Flip valve: on dash for single speed PTO. Customer-installed. Includes indicator light and piping.		
69	Information for customer -installed PTO Chelsa 10 bolt for Allison transmission.		
70	Switch and wiring for customer installed PTO. Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO.		
71	Five spare switches wired to power.		
72	Driver information center: includes fuel economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.		



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73	Instrument package shall include: speedometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter, primary and secondary air reservoir gauges and air application gauge, DEF level gauge and warning lamp, engine hour meter and outside air temperature.		
74	Cab interior: slate gray.		
75	Driver seat: air cushion plus IB vinyl.		
76	Rider seat: plus battery box IB vinyl.		
77	Under dash center console: includes one cupholder & two 12V outlets.		
78	Electric LH and RH door locks.		
79	Cab access contoured grabhandles, LH/RH.		
80	Grabhandle LH and RH inside door frame above dash.		
81	Daylite door: LH and RH includes RH peeper window.		
82	Single air horn under cab.		
83	Look-down, passenger door, stainless 8.5 x 4.		
84	Mirror: dual purtsman mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. Switch located on door pad.		
85	Manual LH and electric-powered RH door window. Switch located on door.		
86	Two corner & one rear cab stationary windows.		
87	2 in. rubber wheelwell fender extension.		
88	Link cabmate suspension, air ride cab.		
89	<u>LIGHTS & INSTRUMENTS: Bidder may check this line if ALL lights & instrument items are as specified</u>	X	
90	Headlamps: Halogen projector low beam, Halogen complex reflector high beam.		
91	Marker lights: 5 cab- roof mounted.		
92	Turn signals: mounted on fender.		
93	Combination stop, tail, turn and backup lights RH and LH.		
94	Marker lights: interrupter switch.		
95	Switch & wiring: for customer-installed plow lights. Includes circuit breaker.		
96	Circuit breakers: replacing fuses.		
97	<u>AIR EQUIPMENT: Bidder may check this line if ALL air equipment items are as specified</u>	X	
98	Air-dryer Bendix AD-IS heated puraguard.		
99	Moisture ejection valve w/pill cable drain.		



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100	Nylon air tubing in frame & cab, excluding hoses.		
101	Full truck kit - gladhands mounted at the end of frame. Seven-way female receptacle mounted at end of frame in the tail lamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses / fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion / relay valves are standard.		
102	PAINT: Bidder may check this line if ALL paint items are as specified	X	
103	White base coat/clear coat.		
104	Frame: black.		
105	MISCELLANEOUS: Bidder may check this line if ALL miscellaneous items are as specified	X	
106	Wheelbase: 200 inches cab to axle 133 inches		
107	Dealer must be open 24/7.		
108	Mobile tech available 24/7.		
109	Warning Triangle reflector kit.		
110	Fire extinguisher mounted inboard, rider seat.		
111	CROSS-MEMBERLESS TYPE DUMP BODY SPECIFICATIONS		
112	GENERAL: Bidder may check this line if ALL general items are as specified	X	
113	Proposed equipment layout drawing is included in the bid submission.		
114	HENDERSON MARK E-tl or equivalent construction, cross-memberless type dump body with external dog house. Bidders must submit with their bid complete specifications on the unit they propose to furnish.		
115	DIMENSIONS: Bidder may check this line if ALL dimension items are as specified	X	
116	Capacity to be (11.9/14.6)yd ³ struck.		
117	Inside length of (15) feet.		
118	Side height of (36) inches.		
119	Tailgate height of (44) inches.		
120	Headsheet height of (60) inches.		
121	SIDES & HEADSHEET: Bidder may check this line if ALL sides & headsheet items are as specified	X	
122	One-piece sides & head sheet to be GR50 mild steel side \ headsheet.		



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123	10 ga. GR50 laser cut steel boxed top rail, horizontal side brace, and bottom rub rail are all seamless and sloped outward.		
124	Top rail is 2" flat, then sloped dirt \ material shedding.		
125	One-piece tapered front corner posts with 2" side board pockets.		
126	1/4" laser cut GR50 steel, 4-3/4" x 12" full depth rear corner posts are tied to a formed 7 gauge laser cut GR50 steel rear apron.		
127	This joint is further reinforced with a 1/4" GR50 steel plate to prevent flexing in this critical area and strengthens latch assembly.		
128	Drivers side rear ladder - 2 step flush (304SS) with grab handle.		
129	Drivers side rear step (inside body) to be correspondent with outside rear ladder.		
130	Shovel holder, street side rear.		
131	CABSHIELD: Bidder may check this line if ALL cabshield items are as specified	X	
132	Cabshield style - Cabshield with integral tarp shroud.		
133	Cabshield material - 10 GA with 7 GA endplates (grade 50).		
134	Cabshield size - 22" x 86" cabshield (1/2 cab) with tarp shroud.		
135	Cabshield to be installed at time of manufacture.		
136	Dump body headsheet (outside front) \ backside of cabshield leg to be primed prior to installation to prevent rust \ corrosion.		
137	FLOOR: Bidder may check this line if ALL floor items are as specified	X	
138	One-piece 3/16" AR400 steel floor with a 45° degree floor to side radius.		
139	Unibody design (NO-CROSS MEMBERS).		
140	One-piece 8" x #13.0 I-beam long sills press fit to floor during welding process, skip welded. A lower center of gravity is achieved with an 8" mounting height.		
141	ASPHALT: Bidder may check this line if ALL asphalt lip items are as specified	X	
142	Weld on asphalt lip.		
143	Material - Grade 50 mild steel.		



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144	Style - 12" weld on, 7 GA mild with ¼" endplates.		
145	<u>TAILGATE: Bidder may check this line if ALL tailgate items are as specified</u>	X	
146	3/16" AR400 steel tailgate sheet.		
147	Tailgate Height 44".		
148	Full perimeter boxing with all horizontal edges sloped Outward, to be dirt shedding.		
149	Shall have (2) 10 gauge laser cut GR50 steel sloped horizontal braces that are flush with perimeter boxing.		
150	Flush mount, 1-1/2" pins, 1-1/2" plates, greasable steel pivots.		
151	Heavy duty offset hinge plates, 1" flame cut steel.		
152	3/4" steel latch hooks with 3/8" steel latch plates.		
153	1-1/2" Hot Rolled upper and lower pins.		
154	Pivot points include stainless steel greasable bushings to reduce seizing.		
155	Tailgate lift loop, D-ring, center outside (mild).		
156	Tailgate release valve, electric control tailgate release valve, switch in cab.		
157	Tailgate latch type, air pancake tailgate release, greasable stainless bushings.		
158	<u>HOIST: Bidder may check this line if ALL hoist items are as specified</u>	X	
159	Hoist Type: Telescopic external dog house.		
160	Hoist cylinder/model: Mailhot G3-Series, single acting, G3150-5.7-4 or equivalent.		
161	Hydraulic system to be central hydraulic.		
162	Wear and corrosion resistant Nitrited cylinder tubes.		
163	Minimum 2 year cylinder warranty.		
164	One-piece modular cradle incorporates body props, & body guides.		
165	<u>REAR HINGE ASSEMBLY: Bidder may check this line if ALL rear hinge assembly items are as specified</u>	X	
166	8" x 6" x 1/2" angle rear hinge structure.		
167	2" steel hinge pins connecting to 2-1/2" hinge grease able block.		



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168	Pins to have welded tear drop head design captured with a bolt to stop pin rotation. Pin will also have a hole drilled in the opposite end of the head for a 3/8" GR5 safety bolt to assist in keeping the pin contained in the hinge block in the event of the retaining bolt on the head side becomes loose or missing.		
169	<u>PINTLE HITCH: Bidder may check this line if ALL pintle hitch items are as specified</u>	X	
170	Pintle Plate Configuration - 3/4" plate, PH45 & PH20 holes, Tandem, with D-rings, 3LTC.		
171	Pintle Hook - 45 ton.		
172	Trailer Plug - 7 pin trailer plug, truck end 7 way RV, new style.		
173	In cab electric brake controller.		
174	Glad Hands - Service & emergency with dust covers to be provided for air brake trailer.		
175	<u>LIGHT PACKAGE: Bidder may check this line if ALL light package items are as specified</u>	X	
176	Rear face light holes, (3) obround light holes, ea bolster rear face.		
177	Rubber mounted, shock resistant obround style stop/turn/tail light in each rear corner post. Highly visible, yet recessed for protection. Four red rear, two side mounted red rear reflectors. Includes a one piece sealed wiring harness.		
178	Rubber mounted, shock resistant obround style backup lights in each rear corner post.		
179	Rubber mounted, shock resistant obround style amber/ clear strobes multi-programmable in each rear corner post.		
180	Rubber mounted, shock resistant I.C.C. 3-light cluster, for mounting in a fabricated light bar.		
181	All lighting to be in type sealed harnesses and LED in type.		
182	<u>DUMP BODY TARP SYSTEM: Bidder may check this line if ALL dump body tarp system items are as specified</u>	X	
183	Tarp Brand - US Tarp (or equivalent).		
184	Tarp System - Electric Tarp, Bullet Proof Arms (or equivalent).		
185	Tarp Material - For Asphalt.		



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186	<u>PAINT PREPARATION: Bidder may check this line if ALL paint preparation items are as specified.</u>	X	
187	Powder Coat - Black.		
188	All surfaces are high pressure cleaned and phosphate wash stainless steel components are un-painted.		
189	<u>OTHER EQUIPMENT: Bidder may check this line if ALL other equipment items are as specified</u>	X	
190	High Lift Tailgate.		
191	Tailgate shall have (2) 10 gauge laser cut GR50 steel sloped horizontal braces and (1) vertical brace that are flush with perimeter boxing making a (6) panel tailgate.		
192	3/16" AR400 steel tailgate sheet.		
193	Tailgate Height 36" to match side height of dump body.		
194	Pivot points include stainless steel greasable bushings to reduce seizing.		
195	Dump body vibrator location provided by the body manufacturer.		
196	HENDERSON PRODUCTS TASKFORCE COMBINATION GRANULAR AND LIQUID ICE CONTROL SPREADER		
197	Henderson Products Tasforce Combination Granular and Liquid Ice Control Spreader System.		
198	<u>GENERAL: Bidder may check this line if ALL general items are as specified</u>	X	
199	201 Stainless Steel Construction.		
200	<u>TASKFORCE Combination Granular & Liquid Ice Control Spreader System</u> capable of hauling and spreading free flowing granular materials. The unit shall consist of a stainless steel body, rear discharge dual auger conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.		
201	Bidders must submit with their proposal complete specifications on the unit they propose to furnish.		
202	<u>MINIMUM BODY REQUIREMENT: Bidder may check this line if ALL minimum body requirement items are as specified</u>	X	
203	The spreader shall be designed for heavy duty service.		
204	The hopper shall be (15) feet in length, side height to be a minimum of (56) inches, with an overall width to be 84" wide.		
205	Capacity to be a minimum of (10.3) yd3 struck.		



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206	The sides of the hopper shall be fabricated from a minimum of 10ga 201 grade stainless steel and have not less than a 45° taper to facilitate material flow to the augers.		
207	The hopper headsheet shall be fabricated from a minimum of 10ga 201 grade stainless steel and sloped 18° to facilitate material flow to the augers.		
208	The hopper rear end panel shall be fabricated from a minimum of 10ga 201 grade stainless steel and sloped 9° to facilitate material flow to the augers.		
209	The side sheets and front/rear end panels shall include an integral J-channel top rail, formed to the inside of the hopper, measuring at least 2" wide with a 7/8" deep return flange.		
210	The hopper shall be continuously welded on the inside seams.		
211	The sides of the hopper shall be supported by a minimum of seven vertical braces on each side. The side supports shall be fabricated from no less than 10ga 201 grade stainless steel, with a 1.38" wide integrated strength flange on the outer side. The side supports shall extend from the lower cross sills to the full height of the side taper. Supports shall be skip welded.		
212	The conveyor floor shall be fabricated from no less than 7ga 201 grade stainless steel. The floor shall be bolt in design.		
213	The spreader longsills shall be fabricated from no less than 7ga 201 grade stainless steel and formed with an integral lower flange not less than 1.43" in depth.		
214	The spreader cross sills shall be 3" x 1.5" fabricated channel design manufactured from 7ga 201 grade stainless steel. The cross sills shall tie between each pair of side supports, extending past the side supports to provide additional spreader stability and mounting base for prewet tank kit.		
215	Located on the upper outer corners of the front and rear end panels shall be 2" tall lift hooks. The lift hooks shall be formed from ¼" 201 grade stainless steel.		
216	All hardware must be zinc plated.		



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217	The spreader shall include a hydraulic safety interlock system designed to disable hydraulic flow to the auger motor when open to allow access through the top grate screens.		
218	The interlock circuit shall be designed with (2) stainless steel handles that turn clockwise and counter clockwise, allowing the screen stops to pivot left and right and out of the way.		
219	The operator end of the interlock handles shall incorporate an auger motor hydraulic feed quick disconnect between the two handles.		
220	In order to open the screens, the hydraulic quick disconnect shall be opened to allow the handles to rotate freely.		
221	The hopper shall have installed a set of heavy duty top grate screens. The screen panels shall be fabricated from 3/8" rod thru 2" x 1/4" flat with a 2" x 2" x 1/4" angle frame. The screen panel shall have approximately 3" x 2.5" grate openings. The screen panels shall each have (2) rod style anti-seize hinges that rotate upon a 5" x 10# I-beam running the length of the hopper. The center height of the top screens shall be approximately 3" above the edges. The screen assembly shall be further supported by a 3" x 7ga channel cross support extending between the hopper side walls. The screen panels shall be dip coated black.		
222	Located on the top side of the discharge end longfills, above the spinner chute, shall be a locking hinged cover fabricated from no less than 10ga 201 grade stainless steel. The cover shall be designed to block unintentional access to the drop area of the augers which poses a safety concern. The hinge shall feature a stainless steel hinge.		
223	MINIMUM AUGER: Bidder may check this line if ALL minimum auger requirement items are as specified	X	
224	The spreaders conveyor system shall be comprised of a dual 7" diameter variable pitch auger designed to maintain an even material pull across the hopper. Conveyors using pintle chain, single auger, or non-variable pitch augers will not be accepted.		



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225	The augers shall be fabricated from 3.5 schedule 80 pipe featuring a 4" OD x 3.36" ID main auger tube with 1/2" variable pitch flighting.		
226	The augers must be counter rotating to help reduce bridging of material.		
227	Each auger shall be driven at the rear by a 2-bolt low speed high torque 24.7 CIR hydraulic motor.		
228	The hydraulic motors shall feature a high strength constant flush 60:40 spline geometry design, roller vanes, 1" keyed output shaft and 7/8-14 SAE ports.		
229	The hydraulic drive motors shall power each auger shaft through a directly coupled 3.6:1 ratio planetary gear case.		
230	The hydraulic motor and gearbox shall be painted black.		
231	The gear cases shall have a 2.5" output shaft that shall couple to the auger shaft with a 7/8" cross bolt.		
232	The gearbox input end of the auger tube shall utilize a 3.5" OD UHMW bushing.		
233	The discharge end auger/motor mount panel shall be bolt on design to the hopper longills, fabricated from no less than 1/4" 201 grade stainless steel.		
234	The motor assembly doubler mount plate shall be fabricated from no less than 1/4" 201 grade stainless steel, providing a 1/2" thick mating surface at the point of motor connection.		
235	The auger shall pivot at the front on a 2" 2-bolt greaseable flange bearings with B type seals.		
236	The idler shaft shall be fabricated from no less than 1045 CR round. The idler end of the auger tube shall utilize a 3.5" OD UHMW bushing to insulate between the idler shaft and the auger tube.		
237	1' extended auger conveyor.		
238	Conveyor Motor with integral speed sensor.		
239	Extended front idler grease tubes (both augers).		
240	<u>SPINNER CHUTE: Bidder may check this line if ALL spinner chute assembly items are as specified</u>	X	
241	The spinner chute shall be fabricated from no less than 10ga 201 grade stainless steel and have no less than 250sq.in of opening.		



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242	The chute shall be 4-position telescopic design to provide adjustment of the lower section to between 29" to 38" below the mounting surface.		
243	There shall be two 5-position internal baffles located above the spinner disc to adjust material placement onto the disc. These baffles shall be adjustable without the need for tools by utilizing a notched positive lock.		
244	Four bottom spinner deflectors shall be over-lapping design to prevent loss of granular material when the deflectors are raised. The front most deflector shall be fixed. The side and rearmost deflectors shall be adjustable with (4) positions of rod and pin adjustment without the need for tools. Chain adjustable deflectors are not acceptable. The adjustable deflectors shall be removable without the need for tools.		
245	The spinner disc shall be 20" in diameter, fabricated from 10ga grade 50 steel. It shall include (6) 2.25" tall, 10ga 409 grade stainless steel bolt-on replaceable spinner vanes. The spinner disc shall utilize a replaceable machined spinner hub.		
246	The hydraulic spinner motor shall be top mount design providing protection of the hydraulic motor from damage. Bottom mount motor or drive shaft with bearings will not be accepted. The top mounted spinner motor shall be enclosed in the spinner chute to maximize granular material flow to the spinner disc. For serviceability, the spinner chute shall have open access to the spinner motor.		
247	A spinner bypass chute shall be provided that allows for the stationary unloading of granular material. When in the pivoted "down" position, the chute shall provide complete bypass of the spinner and bottom deflectors. When in the "up" position, the chute shall become part of the enclosed spinner chute providing granular material flow to the spinner. The bypass chute shall have a quick latch system pinning into position without the use of tools.		
248	HYDRAULIC PRE-WETTING SYSTEM: Bidder may check this line if ALL hydraulic pre-wetting system items are as specified	X	



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249	The prewet drive components shall be mounted in a sealed corrosion resistant moldboard fiberglass enclosure with a hinged cover panel. The hinges shall be stainless steel.		
250	The liquid pump shall be driven by a .79 CIR geroler type hydraulic motor.		
251	The liquid pump shall be a bronze 10.5 GPM pedestal style rotary gear pump. The pump shall feature stainless steel shafts/fasteners and synthetic braided compression packing.		
252	All hydraulic pump tubing within the enclosure shall be stainless steel with plated fittings. (Flexible hoses not acceptable).		
253	Liquid output is controlled by the specified Hydraulic Control System.		
254	An in-line turbine style liquid flow meter rated of 5 to 12 GPM shall provide liquid flow information to the Hydraulic Control System for precise gallon per ton metering. Pre-wet flow-meter shall have an external pickup.		
255	Located inside the spinner chute shall be a variable displacement orifice prewet output hose. Nozzles will not be accepted.		
256	A manual turn ball valve shall be plumbed after the liquid pump and before the spinner chute variable displacement hose. This valve will allow prewet liquid to be routed to either the spinner chute prewet hose or the auger slurry tube.		
257	The prewet system shall draw liquid from the reservoirs noted below.		
258	<u>SLURRY SYSTEM: Bidder may check this line if ALL slurry system items are</u>	X	
259	The slurry system will operate off the hydraulic prewet system.		
260	It shall consist of a stainless steel liquid tube that shall extend into the hopper to inject liquid at the augers.		
261	The augers shall mix the granular material with the injected liquid to create a slurry mixture.		
262	<u>LIQUID ANTI-ICEING SYSTEM: Bidder may check this line if ALL liquid anti-iceing system items are as specified</u>	X	



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263	The anti-icing system shall be capable of dispensing liquid De-icers at a rate of 60 gallons per lane mile at 60 MPH.		
264	The liquid chemical pump must be a 210-GPM centrifugal pump with a 2" suction and 1-1/2" pressure ports.		
265	The hydraulic motor shall be integral with liquid pump. The hydraulic motor will require no more than 13 GPM @ 2100 psi, and must be capable of working on fixed gear pump systems or load sensing systems. (proper valving must be supplied awarded bidder)		
266	The pump system shall include a replaceable screen line strainer.		
267	An in-line turbine style liquid flow meter rated at 10-100 GPM shall be supplied for the anti-ice portion of the system.		
268	A filter shall be installed after the pump to protect the flow meter, nozzles, and valves.		
269	All hydraulic hoses and wiring shall be routed away from pinch points, sharp corners, and heat sources.		
270	Check valves shall be installed at boom to minimize run-on and improve start up response.		
271	Fittings connecting all major components shall be glass fill polypropylene, manifold style.		
272	The spray boom system shall be 3-lane design and mount to the spreader stand legs.		
273	The spray booms shall be adjustable in height.		
274	The spray boom shall be constructed using stainless steel tubing with clamp on style spray nozzle assemblies.		
275	The spray boom control valves shall be motorized 1-1/2" stainless steel trunnion style with poly housing. They shall be electronically controlled from the in-cab control system (control system noted under hydraulic system). The valve motors shall be designed to be quick attaching as to provide the operator the ability to move the motor from one valve to the next in the event of a valve failure.		
276	1-1/2" reinforced EPDM hose shall be provided for all liquid de-icer pressure lines.		
277	<u>RESERVOIR: Bidder may check this line if ALL reservoir items are as specified.</u>	X	
278	The unit shall consist of dual 400 gallon liquid tanks, (one per side).		



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279	The tanks shall include a sump for complete drainage and minimize liquid pump cavitations.		
280	The tanks shall be LLDPE rotationally molded design with a minimum wall thickness of .375".		
281	The hopper side shall be angle formed to allow for mounting to the side of the hopper v-box spreader.		
282	The tanks shall feature gallon markings on one end and include internal baffles which are molded to wrap around the vertical side braces of spreader for increased capacity.		
283	The tanks shall have a 5" threaded fill cap.		
284	The system must be capable of self-loading liquids from a ground based tank or mobile nurse tank.		
285	The tank system shall be fitted with bulk tank quick fill couplings.		
286	<u>LEG STAND SYSTEM: Bidder may check this line if ALL leg stand system items are as specified</u>	X	
287	Long sills to be fabricated from 7ga 201 grade stainless steel. Sill shall be S formed, 8" in formed height. Top horizontal flange to be 4" in width. Vertical section to be 8" in height, and lower horizontal flange to be 2" in width.		
288	There shall be seven (Qty. 7) cross supports constructed of 7 gauge 201 grade stainless steel. Cross supports shall bolt to the stand long members. The cross supports shall be formed channel, with a height of 4". The open section of the formed support channel shall be flanged with a 1" flange. The top section of the cross support shall have a minimum of 544 sq/in surface area. Each cross support shall include (2) locating brackets constructed of 7ga 201 grade stainless steel. The locating brackets will bolt to the top section of the cross support and in turn bolt to the spreader hopper cross supports.		



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289	The stand system shall include a set of self actuating legs on the front end of the stand. These legs shall be adjustable in height and fold back upon entering the dump body. The legs shall be constructed of (2) square tubular sections. The upper/outer section shall be constructed of 3" x 3" x .188wall 201 stainless steel square tubing. The pivot end of the upper leg section shall have a gusseted pivot housing constructed of 9.5" long x 2.8" OD x scheduled 40 stainless steel tube. The lower/inner leg support shall be constructed of 2.5" x 2.5" x 3/16" stainless steel sq. tubing. The bottom of the lower/inner leg shall include a 6" x 6.4" x .25" foot plate. The foot plate shall also include a handle for ease of adjustment. When front legs are in the down assembly, there shall be a 2"x2"x.25" angle brace which pins to the leg assembly to prevent leg collapse when stored.		
290	The rear leg assembly shall be composed of an upper horizontal support, (2) adjustable leg assemblies, and a midway horizontal support. The top horizontal support is constructed of 3.5" x 3.5" x 7ga 201grade stainless steel and shall be full width of the rear leg assembly and stand. The (2) upper/ rear leg supports shall be constructed of 3.5" x 3.5" x 7ga 201 stainless steel. The lower/inner leg assembly shall be constructed of 3"x3"x.25 stainless steel tube. The bottom of the lower/inner leg assembly shall include a 6" x 6.4" x .25" foot plate. The foot plate shall also include a handle for ease of adjustment. The lower leg shall have (5) holes for varying stand height. The midway horizontal support shall be constructed from 7ga 201 grade stainless steel and formed into a 4" channel.		
291	The spreader stand shall include a set of rollers on the front end of the sills. Rollers shall allow the stand to roll against the floor of the dump body during loading and unloading. Each long sill shall have a 5" caster wheel complete with grease zerk. Caster wheel shall be 2" in width.		
292	Two Movable "5" guide wheels per side bolted to the spreader stand to guide spreader into dump body bed.		



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293	For securing the stand system to the dump body, the stand shall come with a trunnion latch to allow stand to be pinned into dump body tailgate latches.		
294	Task Force Part# 142879.201		
295	ACCESSORIES: Bidder may check this line if ALL accessories items are as specified	X	
296	Four (Qty 4) 4" hold down straps to be included, two on each side.		
297	Four (Qty 4) spreader tie down brackets - two mounted on each side at the top, spaced 24" from each end.		
298	Spreader hold down ratchet binders to be installed to dump body under bottom side rail to match location / orientation of tie down brackets mounted to the spreader and painted the same time as the dump body, include winch bar		
299	Rubber side shields to be installed by the awarded Bidder.		
300	Material spreader vibrator (location provided by body manufacturer).		
301	PAINT: Bidder may check this line if ALL paint items are as specified	X	
302	All stainless steel surfaces are to be high-pressure SS etched to remove slag, splatter, oxide, and oil residue.		
303	All stainless steel shall remain in natural finish.		
304	All non-stainless steel components shall be painted black.		
305	HENDERSON REVERSIBLE UNDERBODY SCRAPER SPECIFICATIONS:		
306	GENERAL ITEMS: Bidder may check this line if ALL general items are as specified		
307	HENDERSON REVERSIBLE UNDERBODY SCRAPER or equivalent.		
308	MOLDBOARD: Bidder may check this line if ALL moldboard items are as specified	X	
309	Moldboard length to be 10' in length.		
310	The moldboard shall be a minimum of 1" thick x 20" in height.		
311	The bottom edge of the moldboard shall be offset to provide moldboard rigidity and accommodate a beveled cutting edge.		
312	The moldboard shall be punched to accept standard and curved carbide cutting edges (AASHTO Top Punched).		



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313	Cutting edge shall be a two piece 3/4" x 6" double beveled edge.		
314	Wrap around curb guard.		
315	REVERSING TABLE: Bidder may check this line if ALL reversing table items are as specified	X	
316	The reversing table shall be a minimum of 1" thick and be of one piece construction. The overall width shall be 51.5" and overall length 57".		
317	The scraper shall have unlimited reversing angle up to 45 degrees left/right. (stop blocks shall be installed if necessary to prevent damage to other components)		
318	The reversing table center pivot shall be tapered design with a 6" diameter top head, and machined to 5" for placement thru the reversing table. This pivot shall also include a grease zerk and (3) cross drilled holes to allow grease penetration at the reversing table. The pivot shall bolt to the hangerboard by (3) 3/4" Grade 8 bolts.		
319	The base ends of the cylinders shall mount to (2) pin bosses at the rear side of the table. These bosses shall extend through the reversing table and constructed with no less than 2.75"OD x .344w tube. The extension area for the cylinder bosses shall be further reinforced on the underside of the reversing table with a 3/4" x 2" flat bar gusset.		
320	The reversing table shall be slotted at the cylinder rod end to allow for cylinder mounting to the hanger board.		
321	Reversing of the scraper moldboard will be achieved through the use of (2) 4" bore, 12" stroke, 2" rod, double acting cylinders. The cylinder rods must include nitride finish. Chrome plated cylinder rods will not be accepted.		
322	The reversing table shall attach to the chassis truck frame by means of a W style cheek plates. The cheek plates shall be 3/4" thick and 23" x 24.5".		
323	The cheek plates will bolt to the reversing table mount plates with (4ea) 3/4" grade 8 bolts.		
324	The reversing table mount plates shall be fabricated from no less than 1" plate and include a 2" taper on each end. An additional 3/4" gusset shall be located at the midway point.		



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325	<u>HANGERBOARD: Bidder may check this line if ALL hangerboard items are as specified</u>	X	
326	The hangerboard shall be fabricated channel design, formed from no less than 5/8" HR plate.		
327	The formed hangerboard shall be 13.25" in depth (front/rear) with a 2.38 formed lip. Overall width of the hangerboard shall be 83".		
328	The reversing cylinder mounting bosses shall be constructed of no less than 2.75"OD x .344w tube and extend through the hangerboard.		
329	There shall be a mounting plate located on each end for attaching the hangerboard to the reversing table. These plates shall be fabricated from no less than 1" plate and 22" in length.		
330	The hangerboard will attach to the reversing table via a pivot clamp. These clamps will be fabricated of no less than 1" plate and measure 22" in length. Between the pivot clamp and reversing table shall be a 3/8" UHMW wear plate.		
331	A d-ring shall be placed on the outer topside edges of the hangerboard.		
332	The hinge shaft shall be 97" in length and no less than 2.5" in diameter. The moldboard to hangerboard hinge shaft shall be supported by (4) 2-1/2" x 6-1/2" long hinges with cross bolt retention. The hinge plates shall be formed to the contour of the moldboard. The base plate shall be fabricated of no less than 1/2" plate. The (2) most outer hinge bushings shall be additionally gusseted with a 1/2" plate.		
333	The canister mounting arms shall be fabricated from no less than 3/4" thick plate. The arms shall be further reinforced in a T formation with 1/2" gussets. The canister assy trunnion lugs shall be fabricated from no less than 2" solid round.		
334	<u>TRIP ASSEMBLY/MOLDBOARD ACTUATION: Bidder may check this line if ALL trip assembly/moldboard actuation items are as specified</u>	X	
335	The moldboard actuation canister cylinder assemblies shall be trunnion mount design.		



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336	The trip/actuating canister assemblies shall consist of an enclosed cylinder and shop absorption spring.		
337	The canister assemblies shall have (2) ea 2.5" x .218w bosses for mating to the canister arm pins.		
338	The actuation cylinder shall be double acting, 3.5" bore, 9" stroke, 2" rod. The cylinder rod must be nitrided. Chrome plated rods will not be accepted.		
339	The cylinder gland nuts must contain a retainer screw provision. The cylinder must utilize a capped T-seal on the piston end and loaded U-cup seal on the rod end. Cylinder ports shall be #6 ORB		
340	The compression spring shall be .875 x 5.875 x 18". It shall be fabricated from wire meeting a minimum of AISI 5160H specification. They shall have a minimum of 10.6 coils and a spring rate of 740.		
341	Cushion valve for reversing cylinders.		
342	Relief valve for scraper down pressure.		
343	<u>GREASING: Bidder may check this line if ALL greasing items are as specified</u>	X	
344	The scraper assembly shall have a minimum of (19) grease zerk locations. These are to included (1) on the main reversing table pivot point, (1) on each cylinder head, (1) on each canister trunnion, and (9) along the main hinge shaft.		
345	<u>FINISH: Bidder may check this line if ALL finish items are as specified</u>	X	
346	The truck portion shall be powder coated black for increased paint durability.		
347	CERTIFIED POWER INC. - HYDRAULIC SPECIFICATIONS		
348	Layout Drawing and Schematic of Hydraulic System is included in the bid package (required).		
349	<u>HYDRAULIC PUMP: Bidder may check this line if ALL hydraulic pump items are as specified</u>	X	
350	The hydraulic pump will be crankshaft driven using a 1280/1310-driveline assembly.		
351	The piston pump (load sensing type) must be capable of 48 GPM and 3000 PSI at 2500 RPM.		
352	Pump must have side to avoid multiple 90-degree bends in suction line (rear ports are unacceptable).		



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IFB-20-49 SPECIFICATIONS

Line Number	SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.	BIDDER MUST INDICATE "EQUIVALENT" or "EXCEEDS" IN THIS COLUMN.
353	The case drain must be positioned as high as possible and directed back to the reservoir without passing through the return line filter.		
354	The pump must have the ability for an internal bleed down compensator option, a shaft drilled and tapped, a 1" split flange pressure port and a 2" split flange suction port.		
355	The pump must have a pressure gauge port integral to the rear cover of the pump.		
356	Sauer-Danfoss model JRL075.		
357	<u>PUMP DRIVE: Bidder may check this line if ALL pump drive items are as specified</u>	X	
358	The driveline must be 1280/1310 series solid shaft style.		
359	The driveline shall come with all crosses, pump end yoke and flange for engine.		
360	The pump shall be driven off the engine crankshaft.		
361	The pump shall get a companion flange that un-bolt from driveshaft for easy belt replacement.		
362	Certified Power SG010100**.		
363	<u>HYDRAULIC VALVE TANK ENCLOSURE: Bidder may check this line if ALL hydraulic valve tank enclosure items are as specified</u>	X	
364	Lid shall have 2 lifting handles.		
365	Reservoir shall be a minimum 30 gallon capacity.		
366	Reservoir shall have a full baffle.		
367	Reservoir and baffle shall be constructed of 10 gauge pickled and oiled steel.		
368	Reservoir shall have a screened filler neck with a breather cap.		
369	A sight/temperature gauge shall be mounted on the reservoir, and be easily visible. Sight/temperature gauge housing shall be all aluminum.		
370	Reservoir bottom shall have a 3" NPT port for suction.		
371	Suction strainer shall be 2" NPT with a 3-5 psi built in bypass, and have a 2" full flow ball valve installed at the reservoir suction fitting. A heavy plastic wire tie shall be installed to insure the ball valve remains in the open position unless it is intentionally closed.		



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372	Reservoir shall have a 3/4" NPT port with a magnetic plug for draining the reservoir.		
373	Reservoir shall have a 3/4" NPT port for the pump case drain. Reservoir back shall have a 3/8" NPT port for the solenoid drain.		
374	Reservoir top shall come with provision for a tank-mounted filter.		
375	The valve shall be of a mobile stackable design load sensing type.		
376	The valve shall be all cast iron design and pressure and flow compensated.		
377	The valve shall be capable of a nominal 35 GPM with published flow curves to 40 GPM.		
378	Valve to be arranged as follows:		
379	Inlet cap with top ported pressure and tank, load sense and drain ports.		
380	Single acting cylinder spool for hoist 0-48 GPM, proportional 12VDC operated, with spring return to neutral. Section shall have manual handle overrides with stroke limiters and 500 PSI down side load sense relief.		
381	Single acting cylinder spool for plow up/down, proportional 12 VDC operated with spring return to neutral. Pressure compensated 0-10 GPM main spool. Section shall have a manual handle override with stroke limiters.		
382	Double acting cylinder spool for plow left/right, proportional 12 VDC operated with spring return to neutral. Pressure compensated 0-10 GPM main spool. Section shall have manual handle overrides with stroke limiters.		
383	Single acting 0-15 GPM spool for feeder, proportional 12VDC spring to center with manual override.		
384	Single acting 0-7 GPM spool for spinner, proportional 12VDC spring to center with manual override. Single acting 0-15 GPM spool for feeder, proportional 12VDC spring to center with manual override.		
385	Single acting 0-7 GPM spool for pre-wet, proportional 12VDC spring to center with manual override		



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386	Single acting 0-15 GPM spool for liquid de-icing, proportional 12VDC spring to center with manual override.		
387	Spreader sections shall be part of a manifold assembly that has a pressure reducing valve and solenoid drain.		
388	Certified Power PVG100/32 valve.		
389	Certified Power MTCA2303*****		
390	HYDRAULIC RETURN FILTER: Bidder may check this line if ALL hydraulic return filter items are as specified	X	
391	Filter shall be top tank mounted type 10 microns with a by-pass and replaceable cartridge element.		
392	Filter shall be capable of 80 GPM flow capacity.		
393	Filter shall have one 1 1/2" SAE port with the ability to be machined for another.		
394	A bypass condition gauge shall be provided.		
395	Certified Power model SG03020010.		
396	"TPE" WIRING SPECIFICATIONS: Bidder may check this line if ALL "TPE" wiring specification items are as specified	X	
397	Wiring and harness system should meet ISO rating IP68 and NEMA 6.		
398	The connectors should be zinc die cast E-coated, similar to a MIL spec connector.		
399	Each should have three sealing points- the lock ring itself, a raised portion of the molded plastic around each pin, and a viton O-ring that seals the whole connector.		
400	The cable jacket should be TPE- thermoplastic elastomer, and molded to the connectors.		
401	Connectors and harness should be rated and tested for a temperature range from - 30C to + 70C.		
402	Connectors should be tested to be water tight when submerged in 6' of water for 24 hours, in 275' of water for 1 hour, and when subjected to a 1000-psi pressure wash.		
403	The connectors should be designed to have NO corrosion after 500 hours in a 35C salt spray.		
404	Cabling should be rated excellent in low temperature flexibility and in its resistance to oxidation, heat, oil, weather, sun, ozone, abrasion, electrical priorities, flame, water, acid, alkali, gasoline, benzol, toluol, degreaser solvents, alcohol, and weld slag.		



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405	All cabling for the hydraulic system and pre-wet system must be this style.		
406	Certified Power TPE Yellow Jacket cables.		
407	<u>SYSTEM: Bidder may check this line if ALL sytem items are as specified</u>	X	
408	The system shall consist of four primary modules that reside on the CAN bus and allow flexibility in mounting configurations. The system is completely expandable and allows for additional modules to be added to the CAN bus. All four primary components of the system are software upgradeable. The configuration file of a calibrated system can be saved for transfer to other systems or as a backup providing the ability to use a specific configuration for varying vehicle use or operator skill level. The configuration file will be accessible by a USB port located in the display. The original configuration is maintained at the factory as a secondary backup and is traceable by part number.		
409	<u>THE XDS DISPLAY: Bidder may check this line if ALL the XDS display items are as specified</u>	X	
410	The XDS Display will include a 7 inch, 800x480 RGB WVGA 18 Bit color touchscreen enclosed within durable aluminum housing. It will utilize an ARM 9 processor and include (1) USB port and (4) Digital outputs capable to 400 mA.		



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411	The display will include a well-designed UI that allows the user to navigate within the system software easily. The UI will include a self-guided (F.I.R.S.T.) Freedom Interactive Rapid Start Tutorial for setup and calibration. Context appropriate help menus will also be available within individual setup screens. The display uses a panel layout design which can be customized by the end user by changing the location, size, and color of the panels. Display shall have a USB drive for firmware updates, configurations, and calibrations saving and uploading. The complete configuration and calibration values shall also be in an Excel format when downloaded. The operator shall be able to make changes to the rate, lane, pre-wet, and anti-ice functions using the operator panel or the touchscreen. System information on the screen may include, but is not limited to: granular rates, pre-wet and anti-ice rates, lane indication, road/air temperature, hydraulic pressure, system status, error messages, plow float indication, auto/manual mode indication and material currently being used. Active functions that are not in use shall show "off" and the graphic be "grayed out" for ease of operator interpretation. Tile color assignments may be customized by the user.		
412	The display will provide a built in diagnostic feature allowing technicians to view all input signals in real time. The display will also provide error logging and system status change logging for reviewing operator inputs.		
413	<u>XDS SOFTWARE: Bidder may check this line if ALL XDS software items are as specified</u>	X	



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414	The system shall incorporate three levels of security and access that is password protected and defined by the user. The three levels of access called "user", "technician" and "admin" shall give the user varying levels of access to the system setup, data, configuration fields and parameters based upon access given. The "administrator" shall have full access to all menus in the system and have the ability to make system configuration changes as well as system parameter changes. Spreader and liquid functions must have the ability to be controlled utilizing closed loop feedback. The system will automatically default to open loop operation in the event of a sensor failure or loss of input. The system will alert the operator and log the error. The system shall have "over speed" protection for the liquid functions that will alert the operator and shut down the liquid function when the driver has exceeded a user defined speed. The software shall incorporate a "test speed" mode for use in testing the system safely without requiring the truck to be moving or the drive axles engaged.		
415	XDS VALVE DRIVER MODULE: Bidder may check this line if ALL XDS valve driver module items are as specified	X	
416	IP68 sealed assembly shall be mounted to the valve enclosure providing both interior and exterior electrical connections. The valve driver module drives up to (14) 6 amp PWM channels, accepts 4 – 20mA input, 4 closed loop feedback signals, and multiple digital inputs. All PWM outputs are software configurable and can be controlled by closed loop operation, proportional input devices, or digital input devices. The module includes: over temperature shutdown, over current shutdown, and low voltage shutdown. All electrical connections are IP68 sealed when mated, utilizing threaded connections for positive retention.		
417	THE XDS OPERATOR PANEL:		



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418	The operator panel shall be enclosed in a durable aluminum housing which includes crash bars to protect the buttons and rotary encoders. It will include a silicone keypad with conductive carbon contacts and (3) rotary encoders that are individually repairable. These encoders will have detent positions that will be user programmable as to the value of each increment in the setup menu. The panel shall have provisions for the Vaisala or RoadWatch Road Air temperature sending unit. The panel has built in LED backlighting that dims with the display for night viewing. The panel shall incorporate button labeled: Blast, Pause, Liquid, Spreader, Mode, Product, and Select.		
419	CONSOLE DESIGN:		
420	Shall be a totally modular control arm design for a variety of joystick controls, spreader controls and switch configurations.		
421	Unit shall come with 2 fully proportional joysticks for hoist and plow control.		
422	Shall have a single axis control with dead man switch for hoist.		
423	Shall have a dual axis "+" design for plow up/down, and left/right control.		
424	Armrest style console shall be fully adjustable to accommodate automatic or manual transmissions, and mount like it part of the driver's seat.		
425	Unit shall be completely powder-coated Black in color.		
426	Unit shall be fully adjustable left to right.		
427	Auxiliary switches shall be the TouchGuard design.		
428	Switch functions to be described in detail when awarded.		
429	When switches get power they shall light, when they are activated they shall turn red.		
430	Switches shall be programmable for either maintained or momentary without changing the switch itself.		
431	Switches shall be capable of sensing a ground fault with the circuit it is running.		
432	Unit shall come with full schematic documentation.		
433	All indicators shall be on the display and show up stating the function. Indicator lights will not be accepted.		
434	Certified Power model FC*****.		



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435	HYDRAULIC HOSES: Bidder may check this line if ALL hydraulic hoses items are as specified	X	
436	All hoses shall be properly rated for pressure of hydraulic system.		
437	All hose ends connecting to valve assembly shall be 90-degree female JIC swivel.		
438	Suction Hose shall be 2" ID SAE 100R4 style, connecting the pump and reservoir with a king nipples, with both ends being double clamped with T-bolt style stainless steel super clamps.		
439	Pressure hose shall be 1" ID 2000 PSI rated with female JIC swivels at both ends.		
440	Return line shall be 1 1/4" ID SAE 100R4 style with female JIC swivels at both ends.		
441	Hoist lines shall be 1" ID 2250 PSI rated with female JIC swivels at both ends.		
442	Plow lines 1/2" ID 2250 PSI rated, ran to front of truck with female JIC swivels at both ends.		
443	Auger line shall be 3/4" ID 2250 PSI rated and have female JIC swivels at both ends.		
444	Spinner line shall be 1/2" ID 2250 PSI rated and have female JIC swivels at both ends.		
445	Spreader return line shall be 1" ID SAE 100R4 style with female JIC swivels at both ends.		
446	Pump case drain shall be 3/4" ID minimum 2250 PSI rated and have female JIC swivels at both ends.		
447	Load sense line shall be 3/8" ID 2250 PSI rated and have female JIC swivels at both ends.		

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PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712
(479) 271-3115

SPECIFICATIONS: DEALERSHIP/SERVICE LOCATION & SPECIFICATION DETAIL SECTION

DEALERSHIP (FOR SERVICE ON THE EQUIPMENT)/MOBILE TECHNICIAN

Bidders shall indicate below the address of the service location where preventative maintenance or repair work on the proposed equipment will be performed. Bidders shall also indicate the hours of availability and other information for both the service location and a mobile technician.

Address of dealership/location for preventative maintenance or repair work on the proposed equipment:

Hours: 24-7

Days: 362 A YEAR

24/7 Service Available? ☒ Yes ☐ No

Details (optional): _____

Availability of Mobile Technician:

Hours: 8:00 TO 5:00

Days: 362 DAYS A YEAR

Average Response Time: 1 HOUR

Details (optional): IF MOBILE TECH IS NOT AVAILABLE OR IT'S AFTER HOURS WE CAN SEND A TECH OUT OF OUR SHOP

Detail Notes (optional):



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SPECIFICATIONS: PROPOSED EQUIPMENT RESPONSE SECTION

Bidders are required to indicate below the proposed equipment in their bid submission. It is the Bidder's responsibility to include detailed information regarding the proposed equipment for the City's consideration.

Quantity of Items: 2

- 1) **City's Requested Equipment:** 2020 or Newer Year Model Kenworth T470 Tandem Axle Cab and Chassis (complete with components).
 - o **Bidder's Proposed Item:**
2021 KENWORTH T470
- 2) **City's Requested Equipment:** Henderson Mark E-ti Cross-Memberless Type Dump Body. *Bidders are required to include a proposed equipment layout drawing in their bid submission.
 - o **Bidder's Proposed Item:**
HENDERSON MARK E-TI
- 3) **City's Requested Equipment:** Henderson Products Taskforce Combination Granular and Liquid Ice Control Spreader System, 201 Stainless Steel Construction.
 - o **Bidder's Proposed Item:**
HENDERSON "TASK FORCE"
- 4) **City's Requested Equipment:** Henderson Reversible Underbody Scraper.
 - o **Bidder's Proposed Item:**
HENDERSON "UBS" REVERSING UNDERBODY SCRAPER
- 5) **City's Requested Equipment:** Certified Power Inc. Hydraulics. Bidders are required to include a layout drawing and schematic of the hydraulic system in their bid submission.
 - o **Bidder's Proposed Item:**
CERTIFIED POWER HYDRAULICS LAYOUT SCHEMATIC
PROVIDED AT TIME OF DELIVERY



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PRICING SHEET

Bid prices shall include all costs, excluding tax, but including and not limited to: all equipment, components, profit, insurance, delivery, transportation, shipping and handling, extra fees, materials and all other costs to the City of Bentonville, Arkansas.

The Total Bid Price shall be used for bid comparison purposes only. The Bid Award will be made based on the most responsible and lowest cost, all factors considered and in the best interest of the City. The City reserves the right to add or remove equipment or components prior to award based on budgetary considerations and in the best interest of the City.

Delivery shall only occur during normal business hours for the City of Bentonville Street Department and only with advanced approval from the City.

BIDDERS NOTE: Proposed items MUST be defined in the below pricing sheet in the 'Proposed Item' column. If items are As Specified, Bidders should indicate 'As Specified' in the 'Proposed Item' column. Proposed Items must include the year/make/model of the equipment being proposed.

OPTIONAL COMPONENT PRICING SECTION

Any optional components referenced herein shall indicate the City's option to choose whether to include these components in the award, based on budgetary considerations and in the best interest of the City. Bidders shall NOT include pricing for the optional components in their Total Bid Price, but shall indicate the pricing for these items in the 'Optional Pricing Section' of this IFB document. Optional shall not indicate the Bidder's option to furnish the materials to the City, and bids which do not contain pricing for these optional components may be rejected due to lack of responsiveness.

OPTIONAL COMPONENTS FOR CROSS-MEMBERLESS TYPE DUMP BODY			
<u>These components shall NOT be included in the TOTAL BID PRICE. The City reserves the right to add these components to the award, at the submitted bid prices below, based on budgetary considerations and in the best interest of the City.</u>			
Description	Quantity (A)	Unit Price (B)	Extended Price (A*B)
High Lift Tailgate	2	\$2,882.00	\$ 5,764.00
Tailgate shall have (2) 10 gauge laser cut GR50 steel sloped horizontal braces and (1) vertical brace that are flush with perimeter boxing making a (6) panel tailgate	2	\$ 71.00	\$ 142.00
3/16" AR400 steel tailgate sheet	2	N/C	N/C
Tailgate Height 36" to match side height of dump body	2	\$ 129.00	\$ 258.00
Pivot points include stainless steel greasable bushings to reduce seizing	2	N/C	N/C
Dump body vibrator location provided by the body manufacturer.	2	\$ 1,134.00	\$ 2,268.00

TOTAL BID PRICE SECTION FOLLOWS

TOTAL BID PRICE SECTION (BID CALCULATION)



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Pricing in this section shall not include Optional Component pricing for the Cross-Memberless Type Dump Body

Line Item	Quantity (A)	Description	Proposed Items (Must include Make/Model/Year of the proposed item(s), or indicate AS SPECIFIED.	Unit Price (B)	Extended Price (A*B)
1	2	2020 or Newer Model Kenworth T470 Tandem Axle Cab and Chassis, Complete with Dump Body, Belly Scraper, Material Spreader, and Hydraulics, AS SPECIFIED.	AS SPECIFIED 2021 KENWORTH T470 CAB & CHASSIS HENDERSON MARK E-TI HENDERSON "TASK FORCE" HENDERSON "UBS" REVERSIBLE UNDERBODY SCRAPER CERTIFIED POWER HYD LAYOUT SCHEMATIC PROVIDED AT TIME OF DELIVERY	\$ 228,535.00	\$ 457,070.00
TOTAL BID PRICE				\$ 457,070.00	

APPENDIX A: IFB-20-49 DEFINITIONS	
HP: Horse Power	CIR: cubic inches per revolution
TQ: Torque	SAE: Society of Automotive Engineers (Standard Measurement)
RPM: Revolutions Per Minute	UHMW: Ultra High Molecular Weight
CFM: Cubic Feet per Minute	Sq. in.: Square Inch
EPA RH:	GPM: gallons per minute
DPF: Diesel Particulate Filter	AASHTO: American Association of State Highway and Transportation Officials
SCR: Selective Catalytic Reduction	ORB: O-Ring Boss
RH: Right Hand	AISI: American Iron and Steel Institute
LH: Left Hand	PSI: Pounds per square inch
RDS: Rugged Duty Series	NPT: National Pipe Thread Taper
PTO: Power Take-Off	VDC: Volts Direct Current
amp: Ampere	TPE: Thermoplastic Elastomer
V: Voltage/ Volts	ISO: Insurance Services Office
CCA: Cold Crank Amps	C: celsius
lbs.: pounds	XDS: Extended data service
K: Thousand	RGB: red green blue
" or in.: inch	mA: milliamp
HMX: HaulMaxx	ARM: Advanced RISC (Reduced Instruction Set Computer) Machine
RBM: Resisting Bending moment	WVGA: wid video graphics adapter
DEF: Diesel exhaust fluid	USB: Universal serial bus
A/C: Air Conditioning	UI: User interface
AD-IS: Air Dryer-Integrated Solution	IP: Ingress protection
yd3: cubic yard	PWM: Pulse width modulation
GA: gauge	JIC: Joint Industry Council
AR: Abrasion Resistant	W/: With
PH: Pintle (Hitch) Hooks	LH: Left Hand
RV: Recreational Vehicle	RH: Right Hand
ea: Each	&: And
I.C.C.: Instrument control cluster	W/O: Without
° :degrees	
OD: outside diameter	
ID: inner diameter	



ADDENDUM TO BID
BID NUMBER: IFB-20-49

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: JUNE 12

RE: TWO (2) 2020 OR NEWER KENWORTH T470 TANDEM AXLE CAB & CHASSIS, COMPLETE WITH DUMP BODY, BELLY SCRAPER, MATERIAL SPREADER, AND HUDRAULICS, OR EQUIVALENT ITEM.

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

TO: Prospective Bidders

This addendum adds Specifications to the bidding document(s) for IFB-20-49, dated May 27, 2020. Bidders are required to acknowledge this addendum by including a hard copy in their bid submission.

BIDDERS NOTES: THIS ADDENDUM CONTAINS A REQUIRED RESPONSE FIELD. BIDDERS ARE REQUIRED TO INCLUDE THIS ADDENDUM IN THEIR BID SUBMISSION TO INDICATE IF THE ITEM(S) ARE AS SPECIFIED.

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

Specifications:

1.0 This Addendum has been issued after receiving the below question pertaining to Specifications. This Addendum adds the Specifications contained herein to the Specifications for IFB-20-49.

- a. **Question Submitted to IFB-20-49:** How much body overhang off the hinge would you prefer?
- b. **City's Response and Additional Specifications:**
 - i. Center Rear Hinge Pin to End of Body Floor shall be 12 inches.
 - ii. Center of Pintle Hook to Ground shall be 30 inches.

2.0 Bidders are required to indicate AS SPECIFIED or EQUIVALENT/EXCEEDING ITEM in the spaces provided below.

 X **AS SPECIFIED** **EQUIVALENT/EXCEEDING ITEM OFFER**

Details: _____

END OF ADDENDUM

City of Bentonville, Arkansas
Purchasing Office
IFB-20-49 – Addendum Number 1

Page 1 of 1



OZARK KENWORTH, INC. ("Dealer")

doing business as: MHC KENWORTH/VOLVO - SPRINGDALE

NEW TRUCK ORDER

SPRINGDALE, AR 72762
4678 N 45TH ST
1-479-756-1200

PURCHASER				ADDRESS				
City of Bentonville				117 W Central Ave				
BUSINESS PHONE	OTHER PHONE			CITY	STATE	ZIP CODE	COUNTY	DATE
479-271-3159	479-271-5913			Bentonville	AR	72712-5256	BENTON	06/17/2020
QUANTITY	YEAR	MAKE	MODEL	BODY TYPE		SALESPERSON		
2	2021	KW	T470 6X4			BRYAN WHITE		
STOCK NUMBER		COLOR		TO BE DELIVERED ON OR ABOUT			FINANCIAL SOURCE	
				12/21/2020			Cash	
SERIAL NUMBERS								
PRICE OF VEHICLE(s) W/O FET							\$457,070.00	
2021 KENWORTH T470 CAB & CHASSIS INCLUDED IN PRICE: HENDERSON MARK E-TI 15' HENDERSON "TASK FORCE" HENDERSON "UBS" REVERSING UNDERBODY SCRAPER CERTIFIED POWER HYDRAULICS LAYOUT SCHEMATIC PROVIDED AT TIME OF DELIVERY & OWNERS MANUAL								

TRADE TERMS AGREEMENT APPLICABLE ☒ YES

NOTE: If vehicle(s) are not funded within 15 days of truck receipt date at the dealer, customer will be charged a per diem amount per unit until units are fully funded. Customer has 60 days from delivery date of the truck to return and have any add-ons listed on the sales order completed.

DESCRIPTION OF TRADE-IN OR TRADE ATTACHMENT			ADD F.E.T.
YEAR	MAKE	MODEL	SUBTOTAL
			\$457,070.00
SERIAL NUMBER			BUSINESS TAX
			SALES TAX
			LOCAL TAX
BALANCE OWED TO			TRADE DIFFERENCE
			REGISTRATION FEES
			TOTAL DELIVERED PRICE
			\$457,070.00
			LESS: TRADE-IN ALLOWANCE
			LESS: BALANCE OWED ON TRADE-IN
			TRADE-IN EQUITY
			LESS: CASH DEPOSIT SUBMITTED WITH ORDER
PURCHASER'S CERTIFICATION			CASH DUE ON DELIVERY (Includes above Taxes, but may not be inclusive of all Applicable Taxes)
Purchaser and the person signing this Order on behalf of Purchaser hereby certify that:			UNPAID BALANCE (Amount to be Separately Financed by Purchaser) Due in Cash on Delivery
1. Purchaser and the person signing this Order on behalf of Purchaser have carefully reviewed the terms and conditions printed on the front and reverse side hereof, and agree to be bound thereby. The terms and conditions printed on the front and reverse side hereof represent the entire and integrated agreement between the parties relating to the purchase and sale of the Vehicle and cancels and supersedes prior negotiations, representations or agreements, either written or oral.			\$457,070.00
2. Purchaser and the person signing this Order on behalf of Purchaser have Carefully reviewed this Order and fully understand that the Vehicle listed above will be equipped only with the optional equipment specifically listed on the face of this Order plus all standard equipment as designated by the manufacturer at the time of delivery.			
3. The person signing this Order on behalf of Purchaser is of legal age to execute binding contracts in this State. The person signing this Order on behalf of Purchaser has the authority and has been duly authorized to sign this Order on behalf of the Purchaser.			
			READ ALL PAGES OF THIS ORDER
			THE TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS ORDER.
			THIS ORDER IS NOT VALID UNLESS SIGNED BY AND ACCEPTED BY AN AUTHORIZED MANAGER OF DEALER.
			THE PRICE OF THIS VEHICLE DOES NOT INCLUDE ANY APPLICABLE TAXES, WHICH ARE THE RESPONSIBILITY OF PURCHASER AS SET FORTH ON ALL PAGES HEREOF.
			ANY TAXES DISPLAYED ON THIS TRUCK ORDER ARE ESTIMATED. ACTUAL TAXES, AS APPLICABLE, WILL BE INVOICED TO THE PURCHASER AT THE PREVAILING TAX RATES AVAILABLE AT TIME OF VEHICLE INVOICE.
			ANY DELIVERY DATES INDICATED ON THIS ORDER ARE ESTIMATES AND SUBJECT TO THE MANUFACTURERS' PRODUCTION SCHEDULE AND FINAL APPROVAL.

THIS ORDER CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

TERMS AND CONDITIONS ON PAGE 2 HEREOF ARE PART OF THIS AGREEMENT

SIGNED (AUTHORIZED REPRESENTATIVE OF PURCHASER):	DATE	ACCEPTED	DATE
			6/18/20

(27-115137-155522)

TRCK-SALE-WI-4.3-02-A (REV 05/13)

Customer Initials

MHCUDI795000

This Truck Order ("Order"), including the front of this Order and these terms and conditions, constitutes a contract for the purchase of the vehicle(s) or chassis ("Vehicle") listed and described on the front side hereof, between dealer identified on the front side hereof ("Dealer"), and the purchaser identified on the front side hereof ("Purchaser"). This Order is binding upon Dealer and Purchaser upon each party's execution on the front side hereof.

1. PRICE REVISION: The manufacturer of any new Vehicle ordered hereunder by Purchaser may change the price to dealer of such Vehicle after the date of this Order. In the event of any such price change, prior to the delivery of any new vehicle to Purchaser, the Dealer shall have the right to change the price of the Vehicle described on the front side hereof by providing notice of such change to Purchaser. If Purchaser does not agree to pay the changed price of the Vehicle, Purchaser shall cancel this Order by providing Dealer with written notice of such cancellation within two (2) days of notice from Dealer of the change in the price of the Vehicle. If Purchaser fails to timely provide Dealer with such written notice, Purchaser shall be bound to pay the changed cash price of the Vehicle. In the event Purchaser cancels this Order pursuant to this Paragraph 1 and has traded a used vehicle as part of the consideration for a new Vehicle purchased by Purchaser, such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer, the amount received therefore less a selling commission of 15% and any expense for storing, insuring, conditioning, or advertising such vehicle for sale shall be returned to Purchaser.

2. DEALER NOT AGENT OF MANUFACTURER: It is understood that there is no relationship of principal and agent between the Dealer and the manufacturer of the Vehicle and that the Dealer is not authorized to act, or attempt to act, or represent itself, directly or by implication, as agent of the manufacturer, or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the manufacturer. It is further understood that neither Dealer nor anyone acting on its behalf has made, or adopted from the manufacturer, any guarantee, representation or warranty regarding the residual, trade-in, repurchase or buyback value of the Vehicle (a "Repurchase Obligation"), and that any Repurchase Obligation is the sole and exclusive responsibility of the manufacturer. Purchaser hereby acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any Repurchase Obligation.

3. DISCLAIMER OF WARRANTY: General: References to a "new Vehicle" herein shall mean a motor vehicle that has not been previously registered in any state of the United States of America. References to a "used Vehicle" herein shall mean a motor vehicle which has been previously registered or which should have been registered in a state of the United States of America. **PURCHASER HEREBY ACKNOWLEDGES THAT DEALER NOR ANYONE ACTING ON ITS BEHALF HAS MADE ANY AFFIRMATION OF FACT, REPRESENTATION OR PROMISE RELATING TO THE VEHICLE THAT HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. NO SAMPLE OR MODEL HAS BECOME A BASIS OF THIS TRANSACTION OR WHICH CREATES AN EXPRESS WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, DEALER DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND THOSE ARISING OUT OF COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE OR ANY OTHER IMPLIED WARRANTY WITH RESPECT TO THE VEHICLE.**

New Vehicles: There are **NO WARRANTIES**, express or implied, made by Dealer or the manufacturer, on any new vehicle described on the front of this Order, except for the manufacturer's warranty applicable to such new Vehicle contained in the separate manufacturer's warranty which will be furnished to Purchaser upon delivery of the new vehicle. Such separate manufacturer's warranty shall be expressly in LIEU OF any other express or implied warranty, condition or guarantee on the new Vehicle or any part thereof. Purchaser hereby acknowledges and agrees that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. **Used Vehicles:** Dealer sells any used vehicle AS IS with all faults and defects, and the Dealer disclaims all warranties with respect to the Dealer in connection with the sale of any used Vehicle. If the Purchaser is assigned the remaining term of any manufacturer's warranty, Purchaser hereby acknowledges, agrees, represents and warrants that Dealer has not in any manner adopted the manufacturer's warranty as a warranty of the Dealer, and Purchaser acknowledges, agrees, represents and warrants that Purchaser shall look solely to the manufacturer to perform or satisfy any obligation under the manufacturer's warranty. As between Purchaser and Dealer, the entire risk as to the quality and performance of any used Vehicle is assumed by Purchaser. As between Purchaser and Dealer, the Purchaser assumes the entire cost of service and repair and loss with respect to any used Vehicle found to be defective.

4. LIMITATION OF LIABILITY: DEALER WILL NOT BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST USE, LOST PROFITS, LOST SAVINGS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE OR FOR CLAIMS MADE BY A THIRD PARTY. IN NO EVENT SHALL DEALER'S TOTAL AGGREGATE LIABILITY TO PURCHASER OR ANY OTHER PARTY RELATING TO OR RESULTING FROM THE SALE, LICENSE OR USE OF A VEHICLE SUBJECT TO THIS ORDER OR THESE TERMS AND CONDITIONS EXCEED THE PURCHASE PRICE PAID FOR SUCH VEHICLE. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY AND WHETHER THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. THESE LIMITATIONS APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

5. TRADE-IN VEHICLE: If a vehicle has been traded in as a part of the consideration for the Vehicle ordered by Purchaser hereunder and such traded-in vehicle is not delivered to Dealer until delivery to Purchaser of the Vehicle, such traded-in vehicle shall be reappraised as directed by Dealer and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Order, Purchaser may, cancel this Order by providing Dealer with written notice of such cancellation within two (2) days after the reappraisal or prior to delivery of the Vehicle ordered hereunder to Purchaser whichever is earlier. If Purchaser fails to timely provide said written notice of such cancellation, Purchaser shall be bound to the amount of the reappraisal and shall pay the changed cash portion of the price of the Vehicle. The condition of any trade-in vehicle shall strictly comply with and Purchaser shall strictly comply with any Trade/Purchase Terms and Conditions Agreement signed by Purchaser ("Trade Terms Agreement"). If the condition of any trade-in vehicle is not strictly in compliance with, or if Purchaser has not strictly complied with the Trade Terms Agreement, Dealer shall not be obligated to accept the trade-in vehicle and the allowance shown on the front side hereof shall be deleted and Purchaser shall not be entitled to such allowance and Purchaser shall pay the amount of the deleted allowance to Dealer in cash upon delivery of the Vehicle.

6. PURCHASER'S REPRESENTATIONS AND WARRANTIES: Purchaser hereby represents and warrants that: (a) the trade-in vehicle shall be delivered free and clear from any security interest or other lien or encumbrance of any third person (except as otherwise noted on the title and agreed to in writing by Dealer at the time of the execution of this Order); (b) Purchaser shall promptly deliver to Dealer a valid certificate of title to the trade-in vehicle; (c) Purchaser has full power, right and lawful authority to dispose of the trade-in

vehicle; (d) the trade-in vehicle does not have a cracked or defective head, block, power train, or frame (including supportive portion of the body); (e) the engine and transmission have not been changed from the manufacturer's original equipment specifications; and (f) while owned by Purchaser, the odometer of the trade-in vehicle has not been replaced, tampered with or otherwise altered in any way and Purchaser has no reason to believe the trade-in vehicle's current odometer reading, as represented on the front side hereof, does not reflect its actual mileage. Purchaser further represents and warrants that Purchaser will use the Vehicle exclusively for a commercial use.

7. FAILURE OR REFUSAL TO ACCEPT DELIVERY: Except as provided in Paragraphs 1 and 5 of this Order, Purchaser may not cancel this Order. In the event that Purchaser fails or refuses to complete the purchase of the Vehicle, Purchaser shall pay Dealer, as liquidated damages and not as a penalty, the greater of the following: (a) twenty-five percent (25%) of the Total Delivered Price of the Vehicle, or (b) the cash deposit set forth on the front of this Order ("Liquidated Damages"). Dealer may apply any cash deposit made by Purchaser towards the Liquidated Damages. Further, in the event Purchaser has delivered to Dealer a trade-in vehicle as part of the consideration for the Vehicle, Dealer is authorized to sell such trade-in vehicle and Dealer may retain the proceeds thereof to satisfy the Liquidated Damages. Purchaser acknowledges that the Liquidated Damages are reasonable in light of the anticipated or actual harm caused by Purchaser's failure to complete the purchase. Purchaser further acknowledges that the Liquidated Damages do not constitute a penalty, but instead represent the parties' best estimate of the resulting damages given that the precise damages of Dealer are difficult to calculate.

8. TAXES: Unless otherwise agreed to in a writing signed by Purchaser and Dealer, Purchaser shall be solely responsible for the payment of all sales, use, consumer and other taxes arising out of this Order mandated by any applicable federal, state and local laws, codes, ordinances, rules and regulations, whether currently in effect, scheduled to go in effect, or subsequently enacted, including but not limited to, any increases in such taxes taking effect after the date of this Order. Purchaser shall be solely responsible for the cost and fees for all licenses, registrations and titles associated with the sale of the Vehicle.

9. FAILURE OR DELAY OF DELIVERY; FORCE MAJEURE: Dealer shall not be liable for failure to deliver or delay in delivery of the Vehicle where such failure to deliver or delay is due, in whole or in part, to any cause other than the gross negligence of Dealer. Further, Dealer will not have any liability for any breach caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war, terrorist act or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond the reasonable control of Dealer.

10. NOTICES: It shall be a condition precedent to any liability of Dealer, whether in contract, tort, or otherwise, arising out of this Order or any other dealings between the parties that Purchaser provide written notice to Dealer of any claim, controversy, or alleged breach of this Order within ten (10) days of the event or occurrence giving rise to such claim, controversy or alleged breach and that Purchaser provide Dealer within a reasonable opportunity to cure the problems or issues giving rise to such claim, controversy or alleged breach of this Order. Notwithstanding the foregoing, Purchaser must provide Dealer with notice of any claim, controversy, or alleged breach of this Order and demand for arbitration within twelve months of discovery or accrual of the same, whichever occurs first. It is understood and agreed by the parties that the foregoing provision is both a condition precedent to the right to take such action, and a contractual modification to the statute of limitations for all actions, whether in contract, tort or otherwise, and failure to comply with this condition precedent and contractual statute of limitations shall be an absolute bar to recovery for any problems, issues, rights, claims or causes of action not specifically pled within the twelve month period. Whenever this Order requires that notice be provided to the other party, notice shall be deemed to have been validly given (i) if delivered in person to the party entitled to receive such notice, (ii) two (2) days after being sent by registered or certified mail, postage prepaid to the address indicated on the front side of this Order, or (iii) one (1) day after being sent via overnight mail through a respectable overnight delivery company.

11. ARBITRATION: Any controversy or claim arising out of or relating to this Order shall be decided by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, subject to the limitations and restrictions set forth in this Paragraph 11. A demand for arbitration shall be made within a reasonable time after a controversy or claim has arisen and in no event shall be made after the date when institution of legal or equitable proceedings based upon such claim or controversy would be barred by the applicable statute of limitations, subject to the restriction set forth in Paragraph 10. The arbitrator(s) shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The parties acknowledge and agree that this Order evidences a transaction involving interstate commerce. Accordingly, the United States Arbitration Act (Title 9 of the United States Code) shall govern the interpretation, enforcement and proceedings pursuant to the arbitration provisions of this Order. The place of arbitration shall be the American Arbitration Association's office closest to the location of Dealer designated on the front side hereof. The parties shall be entitled to discover all documents and information reasonably necessary for a full understanding of any relevant issue raised in the arbitration. Regardless of any term or provision herein to the contrary, claims for contribution or indemnity filed by a party in any lawsuit or action filed or asserted by a third party on account of personal injury or death of any person or damage to property shall not be subject to the terms and provisions of this Paragraph 11. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. EXPENSES AND COSTS: Should Dealer be required to institute any action, including any arbitration proceeding, to enforce any of its rights set forth in this Order, then Dealer shall be entitled to reimbursement from Purchaser for all expenses, including but not limited to, reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action. In the event Purchaser institutes any action, including any arbitration proceeding, against Dealer and in the further event Dealer prevails in such action, Purchaser shall pay Dealer the amount of all expenses, including but not limited to reasonable attorneys' and experts' fees, and costs incurred by Dealer in connection with such action.

13. MISCELLANEOUS: This Order may not be changed, altered or amended in any way except in writing signed by a corporate officer or authorized manager of Dealer and an agent of Purchaser. Purchaser acknowledges and agrees that Purchaser has had an adequate opportunity to review and revise this Order and the Order shall not be construed against or in favor of Purchaser or Dealer. No waiver by either party of a breach or default hereunder will be deemed a waiver by such party of a subsequent breach or default of a like or similar nature. No waiver of any of these terms and conditions or any of the terms and conditions will be effective against Dealer unless it is in writing signed by a corporate officer or authorized manager of Dealer. No course of dealing or performance, usage of trade or failure to enforce any term or condition will be used to modify this Order. If any of these terms or conditions is unenforceable, such term or condition will be limited only to the extent necessary to make it enforceable, and all other terms and conditions will remain in full force and effect. This Order is deemed to have been entered into in the state of the location of Dealer designated on the front side hereof and will be governed by the laws of the state of the location of Dealer expressly provided for in these conditions will be in addition to any other remedies that Dealer may have under the Uniform Commercial Code or other applicable law. Purchaser may not assign this Order without the prior written consent of Dealer. These terms and conditions are for the exclusive benefit of Dealer and Purchaser and no other person will have rights hereunder.



MHC KENWORTH - SPRINGDALE (O996)
4720 WEST SUNSET
SPRINGDALE, Arkansas 72762

CITY OF BENTONVILLE
117 WEST CENTRAL
BENTONVILLE, Arkansas 72712
United States of America

Bryan White
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Office Phone: 479-271-5913
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Vehicle Summary

	Unit	Chassis
Model:	T400 Series Conventional.	Fr Axle Load (lbs): 14600
Type:	FULL TRUCK	Rr Axle Load (lbs): 40000
Description 1:	T470 FEPTO	G.C.W. (lbs): 54601
Description 2:		
	Application	Road Conditions:
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway) 85
Commodity:	Gravel/crushed rock/sand.	Class B (Hwy/Mtn) 10
	Body	Class C (Off-Hwy) 5
Type:	End dump.	Class D (Off-Road) 0
Length (ft):	15	Maximum Grade: 6
Height (ft):	13	Wheelbase (in): 208
Max Laden Weight (lbs):	4000	Overhang (in): 61
		Fr Axle to BOC (in): 67.4
	Trailer	Cab to Axle (in): 140.6
No. of Trailer Axles:	0	Cab to EOF (in): 201.6
Type:		Overall Comb. Length (in): 341.5
Length (ft):	0	
Height (ft):	0	Special Req.
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.
Corner Radius (in):	0	
	Restrictions	
Length (ft):	75	
Width (in):	102	
Height (ft):	13.5	

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2020
Deal: T470 FEPTO
Printed On: 6/17/2020 10:49:29 AM

Date: June 17, 2020
Quote Number: QUO-467992-B4V8H3

**KENWORTH**

Sales Code	Std/ Opt	Description	Weight
Model			
0000410	S	T400 Series Conventional.	11,518
0070072	O	T470 6x4 Class 8	0
0072000	O	Chassis operation will not include a stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0
0080050	O	CARB Idle Emissions Reduction Feature for PX-7 and PX-9	0
0090064	O	T470 6x4 Class 8	0
Engine & Equipment			
0129569	O	PACCAR PX-9 370 2017 370@2000 365@2100 1250@1400 Includes turbo exhaust brake, no code is used. Diagnostic Plug for data link, Oil Cooler, Aluminum Flywheel Housing. N09260 P14 64....Max Vehicle Speed in Top Gea N09440 P11 YES...Engine Protection Shtdwn N09460 P06 NO....Gear Down Protection N09300 P19 64....Max Cruise Control Speed N09720 P230 YES...Enable Hot Ambient Automatic N09500 P02 NO....Cruise Control Auto Resume N09520 P04 NO....Auto Engine Brake in Cruise N09480 P26 1400..Max PTO Speed N09580 P32 5....Idle Shtdwn Time N09680 P33 NO....Idle Shtdwn Override N09560 P520 YES...Enable Idle Shutdown Park Br N09600 P233 YES...Enable Impending Shutdown Wa N09780 P47 80....High Ambient Temperature Thr N09740 P46 40....Low Ambient Temperature Thre N09200 N205 120...Standard Maximum Speed Limit N09620 P234 60....Timer For Impending Shutdown N09360 N203 252...Reserve Speed Function Reset N09640 P516 35....Engine Load Threshold N09400 N206 10....Maximum Active Distance (N20 N09420 N201 0....Reserve Speed Limit Offset (N09760 P56 60....Intermediate Ambient Tempera N09380 N202 0....Maximum Cycle Distance (N202 N09220 N207 0....Expiration Distance (N207) N09540 N209 0....Expiration Distance (N209)	-130
1000151	S	PremierSpec	0
1000684		Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0

Price Level: January 1, 2020

Deal: T470 FEPTO

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Sales Code	Std/ Opt	Description	Weight
1000859	O	Enable EIST Ambient Temp Overrule	0
1000891		Eff EIST NA Expiration Miles	0
1002060	S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1051092	S	Engine mount Powercore air cleaner. w/constant torque SS clamps, pop-up air restriction indicator. Pop-up indicator is standard.	0
1105230	O	Fan Hub: Horton 2-Speed for ISL9, ISL-G, PX-8 or PX-9	0
1121200	O	Cooling module: 1000 square inches T170/T270/T370/T470. Includes metal surge tank on T170/T270/T370.	0
1247166	O	Exhaust: 2017 EPA RH Under DPF/SCR w/ RH side of cab vertical tailpipe w/ daycabs, extended daycabs, or modular sleepers.	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	-3
1321145	O	Fuel Filter:Fleetguard FS1003 Fuel/Water Separator for PX-9	0
1321200	O	Run Aid:None *For Fuel Filter	0
1321300	O	Start Aid:None *For Fuel Filter	0
1500029	S	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	0
1504006	O	Block heater, PACCAR 750 watt 120V for PX-6 and PX-7, 1000 watt for PX-8 and PX-9 or ISL9 engines .	2
1816260	S	Alternator: PACCAR 160 amp, brush type	0
1825612	O	Batteries: 2 Optima 31A Threaded post (900) 1800 CCA.	6
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
1900082	O	Multi-function engine connector for body builder interface for Cummins.	0
1900086	O	Connection between PTO switch & engine requires code 1900082 or 1900084. T680/T880: This feature is standard, no code required.	0
1900996	O	Jump start terminals under hood.	12
Transmission & Clutch			
2016154	O	Transmission: Allison 4000RDS 6-speed	641

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Sales Code	Std/ Opt	Description	Weight
		w/o retarder, w/PTO provision. 5th generation. For vocational applications. Includes shift control, transmission oil temperature gauge, oil level sensor & heat exchanger. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	
2406453	O	Driveline: 2 Dana SPL250XL 1 centerbearing requires 3500057 Interaxle driveline. Low maintenance offering from Spicer. On-highway 350K mi first service interval, 100K mi subsequent service interval on U-joint, splines lubed for life, quick disconnect end caps.	54
2410018	O	Torque converter included w/Allison Transmission.	0
2410151	O	Pushbutton control center console mounted. Class 8 with Allison Transmission.	0
2410204	O	Delete Allison Fuel Sense	0
2410244	O	J1939 Park Brake Auto Neutral	0
2410311	O	Decline Allison Neutral at Stop Stand-Alone	0
2429038	O	PTO adapter for front engine PTO.	8
2429100	O	Chassis will be fitted with LH transmission PTO. (Prevents ECU From Interfering With PTO Only)	0
Front Axle & Equipment			
2503463	O	Dana Spicer E-1462I Front Axle rated 14.6K 3-1/2in. drop.	30
2607001	S	Front Brakes: 14.6K Bendix air disc brakes lube free.	0
2690025	O	Splined rotor for front air disc brakes for use with iron hubs.	0
2702500	O	Front Hub: Iron hub pilot 14,600 lbs. 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	48
2741970	S	ConMet PreSet Plus Hub package; front axle.	0
2750001	S	Hubcap: front vented.	0
2769000	S	Slack Adjusters included w/ front axle or brake. Also use w/ disc brakes.	0
2864019	O	Front Springs: Taperleaf 14.6K w/shock absorbers 2-leaf. With maintenance-free elastomer spring pin bushings. Standard with rubber pins. Not available on W900L or W900S.	25
2893881	O	Single power steering gear: 16K TRW TAS85 W900B/W990 available, but not available W900S, W900L or T3.	18
2899336	O	Power Steering Cooler:Radiator Mounted Air-to-Oil	11
Rear Axle & Equipment			
3124403	O	Dual Dana Spicer DSP41 rear axle rated at 40K.	1,991

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Sales Code	Std/ Opt	Description	Weight
		(DSP40 w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Tandem rear axles.	
3200529	O	Rear Axle Ratio - 5.29.	0
3334004	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
3392005	O	Dual Rear Brake Drums: cast.	0
3403460	O	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	104
3441972	O	ConMet PreSet Plus Hub package; dual rear axle.	0
3465002	O	Dual Rear axle automatic slack adjusters.	0
3485207	O	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	0
3495226	S	Bendix 4S/4M anti-lock brake system.	0
3500057	O	Interaxle driveline 1 Dana SPL170XL	4
3532130	O	Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	37
3732970	O	Tandem Hendrickson HAULMAAX (HMX) 400 40K. 54 in. axle spacing. With shocks and 16.5 in. saddle height. Unladen Height: 10.6 in. Laden Height: 9.5 in.	535
Tires & Wheels			
4077537	O	Front tires: Bridgestone M870 315/80R22.5 20PR All Position	94
4278111	O	Rear tires: Bridgestone L320 11R22.5 16PR. 42.5 in. diameter, all position. 19.8 in. SLR. Code is priced per pair of tires.	276
4900008	O	Rear Tire Quantity: 8	0
5042311	O	Front Wheel: Accuride 29039 22.5X9 steel Steel Armor[TM] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes.	70
5242258	O	Rear Wheel: Accuride 50291 white 22.5X8.25 heavy-duty 22.5x8.25; Steel Armor[TM] powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	88
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0
Frame & Equipment			
6054600	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to	256

Price Level: January 1, 2020

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Sales Code	Std/ Opt	Description	Weight
		337 in. to 416 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80, RBM is 1,776,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	
6141400	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model: T660, T680, T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B = 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in. bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	595
6302460	S	Bumper: Tapered painted steel channel. Requires a bumper setting code.	0
6319073	O	73 in. Bumper setting. Requires a bumper code.	0
6321005	O	Removable Front Tow Hooks: 2.	15
6390033	O	T470 W/ extended front frame rail. Must code for rail separately.	0
6390103	S	Front mudflaps.	0
6390304	S	Brackets, Front Drive: Aluminum up to 15,999 lbs.	0
6390312	O	Brackets: Iron front spring drive. Included with front spring capacity of 16,000 lbs or greater; code not required.	47
6391202	O	Custom Frame Layout: two chassis CFL AVT: BETWEEN FRAME CFL AVD: CURBSIDE FRONT OUTSIDE FRAME	0
6405000	O	In-cab steel battery box: under rider seat or in stand alone box. Requires appropriate AGM battery code, which varies by model, and appropriate rider seat code be selected prior to entering the workscreen. Includes 1 battery disconnect switch.	-9
6409906	O	In-Cab battery box location: Under rider seat.	0
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
6679860	O	Final end-of-frame cut-off dimension will be modified to less than or equal to 65 inches.	0
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0

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Sales Code	Std/ Opt	Description	Weight
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7010056	O	Fuel Tank: 56 US gallon 22in. aluminum under replace. Class 8 fuel tank includes an anti-siphon device on the filler neck.	0
7722011	S	Small round DEF tank. 11 gallons of usable volume. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
7889203	S	DEF to fuel fill ratio 2:1 or greater.	0
7889604	S	DEF tank location is LH.	0
7920056	O	Location: 56 gal fuel tank LH under cab	0
Cab & Equipment			
8024310	S	Cab: Curved Glass Conventional. Cab includes aluminum & fiberglass fully hucked cab w/ all aluminum bulkhead doors & continuous stainless steel piano-style door hinges. Single electric horn standard. Incandescent exterior lights include diagnosable bulb detection and warning. Trailer cable on tractors includes integrity detection. Standard features include multiplex wiring for interior lights, automated pre-trip inspection (excluding T3 series), short and open check diagnostics. Warning alarm will sound when lights are left on.	0
8080137	O	Cab door bearing blocks, top & bottom.	0
8090410	O	Hood: T470 Sloped Hood for straight rail. Includes radiator mounted grille, split fenders, mudflaps, & separate bumper.	0
8108010	S	Cab heater: W/integral defrosters & A/C 45,000 btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control. T660 include filter media.	0
8201013	S	Steering wheel: 18 in. 4-spoke.	0
8201200	S	Adjustable telescoping tilt steering column.	10
8205118	O	Information for customer-installed PTO Chelsea 277. 10-bolt. Available only with Allison 3000/4000 series transmissions.	0
8205123	O	Switch & Wiring for Customer-Installed PTO. Electric over hydraulic PTO. Includes switch guard. Wiring is routed to LH frame for connection to the customer installed PTO. No air controls are provided with this code.	0
8208498	O	Five spare switches: Wired to power.	0
8282004	S	KW Driver Information Center: Includes fuel	0

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**KENWORTH**

Sales Code	Std/ Opt	Description	Weight
		economy, RPM display, trip information, truck information, diagnostics, gear display, alarm clock.	
8282009	S	Instrument package: Includes speedometer, tachometer, fuel gauge, engine coolant temperature gauge, engine oil pressure, voltmeter. Class 8 also includes primary & secondary air reservoir gauges & an air application gauge. DEF level gauge and warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be MPH. Add 8240620 to switch primary scale to KPH in Canada.	0
8282107	S	Large flat panel on dash For customer-installed controls. Reduces gauge count by 6.	0
8331140	S	Cab Interior: Summit. T440/T470 Only. Includes smooth upholstered side & back panels w/stitched accent lines, upholstered door pads, full vinyl headliner, black dash panels & black rubber floor mats.	0
8343304	S	Interior color: Slate Gray w/trim Dark Slate Gray	0
8410181	O	Driver seat: Kenworth Air cushion Plus IB vinyl. Standard features includes 7 in. fore and aft slide adjustment w/isolator, 6-23 degree recline, air suspension with cover, dual armrests, and single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	-6
8450180	O	Rider seat: Kenworth Plus battery box IB vinyl. Standard features include fixed base and backrest, fixed seat base and backrest, and dual armrests. Seat cushion is 19.5 inches. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted. Seat is manufactured by National. Includes inside visor and retractable 3-point matching seat belts. Grey seat belts.	-37
8490110	S	Seat color: Dark Slate Gray.	0
8699502	O	Speakers: Two 4 in. x 6 in. high performance. For customer-installed radio. Located in cab header.	0
8700108	O	Under dash center console: Includes one cupholder & two 12V outlets. For use w/Autoshift, Ultrashift, & Allison Gen IV only.	0
8700168	S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	0
8700186	S	Electric LH & RH door locks.	0
8800200	S	Cab access contoured grabhandles, LH/RH.	0
8800400	S	Grabhandle: LH inside door frame above dash.	0
8800401	S	Grabhandle: RH inside door frame above dash.	0
8832115	S	Daylite Door: LH/RH Includes RH peeper window	0
8841411	S	Single air horn under cab.	0

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Sales Code	Std/ Opt	Description	Weight
8850300	S	Look-Down, Pass. Door, Stainless 8.5x4.4	0
8866101	O	Mirror: Dual Prutsmann mirror 7 in. x 16 in. polished stainless steel, thermostatically controlled. switch located on door pad.	0
8869005	S	Mirror brackets 8-1/2 ft load width.	0
8879200	S	Manual LH & electric-powered RH door window. Switch located on door.	0
8879911	O	Two corner & one rear cab stationary windows 17.5 in. x 16 in. (two) & 17 in. x 36 in. (one).	15
8890100	S	One-piece windshield, w/ curved glass.	0
8890351	O	2 in. rubber wheelwell fender extension.	8
8890898	O	Link Cabmate suspension.	22
Lights & Instruments			
9010801	S	Headlamps: Halogen Projector Low Beam, Halogen Complex Reflector High Beam	0
9020164	S	Marker Lights: with small round base, Five cab roof mounted.	0
9030010	S	Turn Signal Lights: Mounted on fender	0
9070138	S	Combination Stop, Tail, Turn & Backup Lights RH & LH.	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
9090049	S	Omit Brake Light with Engine Brake. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
9090058	O	Switch & Wiring: For customer-installed plow light. Includes circuit breaker.	0
9090845	O	Circuit Breakers: Replacing fuses. Does not apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	0
Air Equipment			
9101215	S	Air Dryer Bendix AD-1S heated Puraguard	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0
9110020	O	Full truck kit: Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve.	15

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Sales Code	Std/ Opt	Description	Weight
		trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
9140328	O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0
Extended Warranty			
9200008	O	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
9200021	O	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490408	O	One 5 lb. dry chemical type fire extinguisher mounted inboard of rider seat. Class ABC.	11
Promotions			
Paint			
9700000	O	Paint color number(s). N9702 A - L0006 WHITE N9770 BUMPER L0006 WHITE N9720 FRAME N0001 BLACK	0
9943001	S	Bumper Painted Color A	0
9943050	O	Day Cab Standard Paint	0
9944820	O	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0
Order Comments			

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Total Weight

16,377

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

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Price Level: January 1, 2020

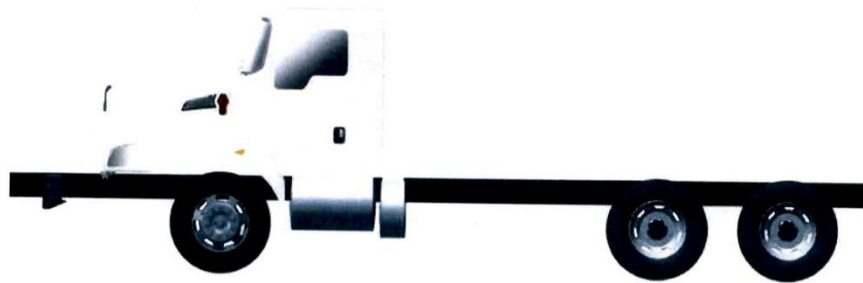
Deal: T470 FEPTO

Printed On: 6/17/2020 10:49:29 AM

Date: June 17, 2020

Quote Number: QUO-467992-B4V8H3

VOCATIONAL DIMENSIONS



SUMMARY

Vocational Status	True
Truck Model	T400 Series Conventional.
Vehicle Type	FULL TRUCK
Intended Service	Snowplow: Vehicles which are configured for

DIMENSIONS

Wheelbase	208		100	500
Overhang	61.0		0	200
Cab to Axle (in)	140.6		28.6	428.6

GRADE

Max Grade (%)	6		0	25
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BODY

HIGHWAY USAGE

Category	Measurement	Min	Max	Class	Percent	Min	Max
----------	-------------	-----	-----	-------	---------	-----	-----

	BODY				HIGHWAY USAGE				
Length (ft)	15		1	65	Class A %	85		0	99
Height (ft)	13		1	14	Class B %	10		0	100
Width (in)	102		0	140	Class C %	5		0	100
Weight (lbs)	4000		500	150000	Class D %	0		0	100

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	2503463	Dana Spicer E-14621 Front Axle rated 14.6K	14,600
Springs	2864019	Front Springs: Taperleaf 14.6K w/shock absorbers	14,600
Power Steering	2893881	Single power steering gear: 16K TRW TAS85	16,000
Hubs, Drums	2702500	Front Hub: iron hub pilot 14,600 lbs.	14,600
Brakes	2607001	Front Brakes: 14.6K Bendix air disc brakes lube	14,600
Tires	4077537	Front tires: Bridgestone M870 315/80R22.5 20PR	20,000
Wheels	5042311	Front Wheel: Accuride 29039 22.5X9 steel	20,000

Requested Front (Lbs): 14,600
 Minimum: 8,000
 Maximum: 14,600

The front axle weight rating cannot exceed 14600

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	3124403	Dual Dana Spicer DSP41 rear axle rated at 40K.	40,000

REAR AXLE COMPONENTS

Hubs, Drums	3403460	Dual Rear Hubs: Iron hub pilot 11-1/4 in. BC.	52,000
Service Brakes	3334004	Dual Rear Brakes 16-1/2x7 in. to 46K;	46,000
Spring Brakes	3485207	Spring Brake: 3030 long stroke dual 30 square	52,000
Suspension	3732970	Tandem Hendrickson HAULMAAX (HMX) 400 40K.	40,000
Tires	4278111	Rear tires: Bridgestone L320 11R22.5 16PR.	48,040
Wheels	5242258	Rear Wheel: Accuride 50291 white 22.5X8.25	64,000

Requested Rear (Lbs): 40,000
Minimum: 16,000
Maximum: 40,000

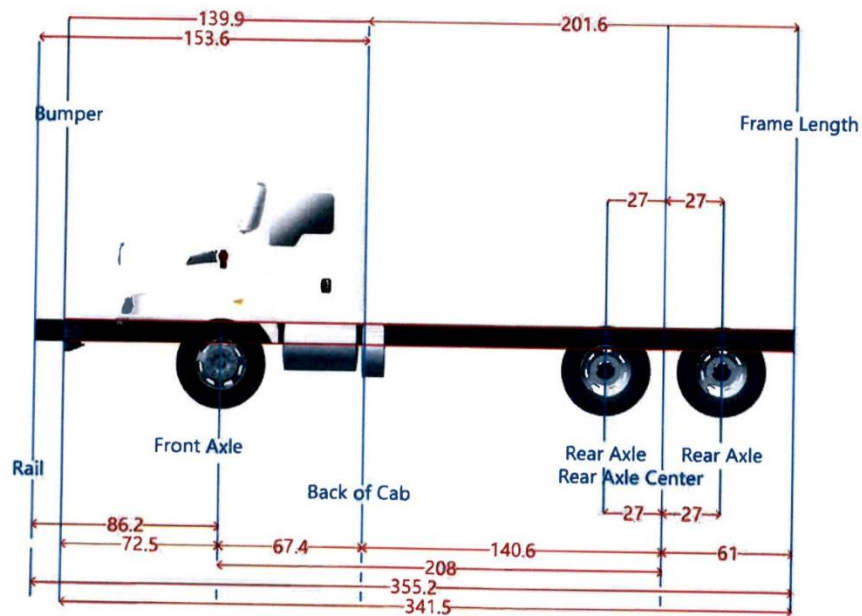
The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs)	54,601
Min	54,601
Max	999,000

The Gross Combination Weight Rating rating cannot exceed 999000

HORIZONTAL DIMENSIONS



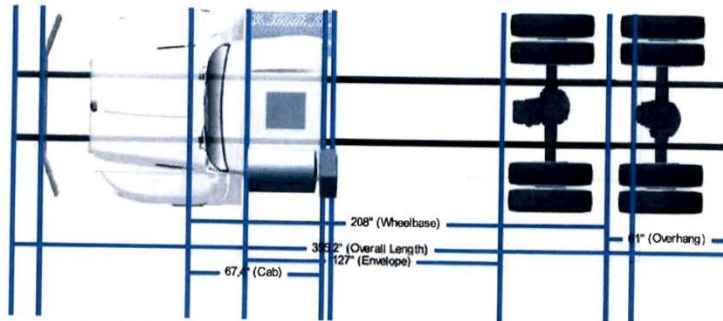
Dimension	Measurement	Start	End
Axle Spacing	54	181	235
Bumper to Back of Cab	139.9	-72.5	67.4
Bumper to Front Axle	72.5	-72.5	0
Bumper to Front Frame	-13.7	-72.5	-86.2
Cab to End of Frame	201.6	67.4	269
Cab to Rear Axle	140.6	67.4	208
Effective Bumper to Back Of Cab	139.9	-72.5	67.4

Front Axle to Back of Cab	67.4	0	67.4
Front of Frame to Axle	86.2	-86.2	0
Load Space	201.6	67.4	269
Overall Length	341.5	-72.5	269
Overhang	61.0	208	269
Pusher Offset #1	27.0	181	208
Pusher Offset #2	27.0	181	208
Pusher Offset #3	27.0	181	208
Tag Offset	27.0	208	235
Wheelbase	208	0	208

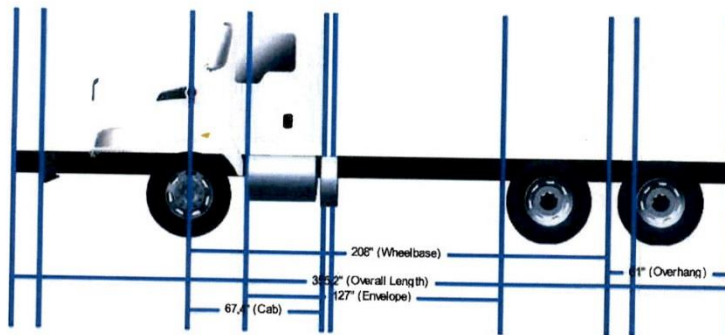
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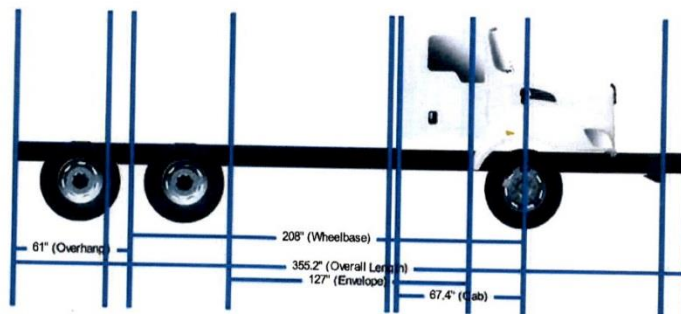
Dtpo: Truck Model: T400 Customer: CITY OF BENTONVILLE



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.
Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.



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6/17/2020

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Dtpo: Truck Model: T400 Customer: CITY OF BENTONVILLE

Selected Options

Sales Option	Description	Width	Side
7010056	Fuel Tank 56 US gallon 22in. aluminu...	22	Left
7722011	Small round DEF tank. 11 gallons of	24.5	Left
6405000	In-cab steel battery box: under rider ...	18	Center

Available Space: Left: 80.7 in. Center: 97.0 in. Right: 103.7 in.

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HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.
FULTON, MO 65251
PHONE: 573-826-2911
FAX: 573-826-2912

CUSTOMER QUOTE

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Rev #28

To: Grand Truck Equipment
Attn: Phil Carrott
Quote Date: 6/10/2020
Valid Until: 7/10/2020

Quoted By: Doug Frauenholtz
Phone: 563-927-2828
Cell: 563-929-0071
Fax: 563-927-2521
Email: dfrauenholtz@hendersonproducts.c

Quoted:
15' Mark E with Scraper and Taskforce

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Installation Workup

Facility: IDC-MO
Chassis Delivery To Henderson: Truck Dealer/Customer Delivers
Completed Truck Delivery Method: Henderson Delivers (161-250 miles)
Chassis Make: Kenworth
Chassis Model Yr: 2020
Chassis Model: T470
Useable CA/CT: 144
Front Axle Rating: 16000
Rear Axle Rating: 40000
Front Frame Ext?: Yes
Frnt Frame Ext Type: Partial
Front Frame Wall: Single Wall
Front Frame Width: 34"
Pump Location: Front Mount Pump (REQUIRES FRONT CRANKSHAFT PROVISION)
Transmission Type: Automatic
Transmission Model: Allison Transmission

Scraper Type: Rev Underbody Scraper Install with STD trip spring canisters

Dump Body Type: Mark E Tandem Axle
Floor Length: 15ft Floor Length
Hoist Type: Tele Trun Hoist, Ext Dhouse, add's 1' overall
Cylinder Type: Single Acting
Body Material (Sides/ends): Painted Steel Type Body Material
Tailgate Release Type: Factory supplied electric over air valve release
Pressure Protection Valve: In Line Air Valve (All Chassis)
Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit
Asphalt Lip (FF Only): Supplied/Installed @ Factory (sales to order w/ unit)
Step(s): Supplied by factory, Install @ IDC (sales to order w/ unit)
Step QTY: 1
Step 1 Location: Driver Side Rear, inside
Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)
Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)
Ladder Install Style (Dump) 1: 2 Step Flush
Ladder Install Loc 1 (Dump): Driver Side Rear





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CUSTOMER QUOTE

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Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt
Shovel Holder Loc (1): Passenger side body
Tarp Brand: US Tarp (order 86" c/s if using integral shield)
Tarp System: Electric, Bullet Proof Arms, w/o Wind Deflector, Hi-lift
Tarp Material: Black Vinyl (Asphalt rated)
Tarp Length: 15.5' to 18' Body Length (BV,US)

Body Spec Notes:

Spreader Type: Taskforce
Task Force Mount Type: Slip in Mount
Rubber Side Shields: Supplied and installed @ Factory (Sales to order with unit)
Task Force Spinner Config: Standard Spinner install
Spreader Options 1: Cougar 2500 Vibrator(1-160086 and 1-155026)

Prewet/Liquid System: V-box Prewet System
System Type: Taskforce
Tank Configuration: Factory Supplied/Installed (Sales to order w/unit)
Drive Configuration: Hydraulic Drive, Factory Installed (Sales to order w/unit)
Controls: Supplied by IDC (sales to order w/ hyd cntrls)
Feedback Sensor: Factory Supplied/Installed (Sales to order w/unit)
Liquid Selector Valve Req'd: Factory Supplied, IDC Installed (sales to order w/unit)
Slurry Tube: Factory Supplied/Installed (sales to order w/unit)

Liquid Details:

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)
Mudflaps (Rear): Swinging w/Logo
Mudflap Type (Rear): 36" Swinging, SS (with LOGO)
Fenders: Front Quarter Fenders, Poly (standard)
Pintle Plate: Yes (select from options below)
Pintle Plate Configuration: 3/4" Plate, PH20/45 Holes, SA w/ SubFrm (3LTC)
Pintle Plate D-Rings: Qty (2) 1" D-rings, straight
Pintle Hook: 45 Ton
Glad Hands: Remount OEM gladhands (labor only)
Trailer Plug (1): Remount OEM Trailer Plug (QTY 1)
Truck Wash: Complete Truck Wash/Clean/Vac 1
Warranty: Standard 1 Year Warranty
Install Touch-up: Basic Installation Touch-Up

Electrical: Yes (SELECT RELATED OPTIONS BELOW)
Power Distribution Panel: Power Distribution Panel
Misc Electrical Supplies: Req'd Misc Elect Supplies
Plow Lights: Plow Lts, Halogen, Trucklite All Chassis, (PAIR)
Plow Light Brackets: Plow Lt Brckts, SS, KENWORTH, Pair
Worklight(s) QTY: (QTY 2) Work Lights (Select type below)





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CUSTOMER QUOTE

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Worklight (1) Type: Flood Light, ABL, 2500 Led
Worklight (1) Gen Location: Rear Spinner
Worklight (2) Type: Flood Light, ABL, 2500 Led
Worklight (2) Gen Location: Scraper
Rear Dump Bolster (S/T/T): LED S/T/T, kit (West) (order holes)
OEM Light Remount: Remount OEM Chassis Lights
Rear Dump Bolster (Back-up): B/U Lights, LED, Clear, Oval, pair (Order holes with body)
Back up alarm: Backup Alarm, 102db
Body up switch/light: Body UP Switch/Body Up Light (Trucklite)
Brake controller: Brake Controller, Voyager Brake Controller
Backbone & Wire Standoffs: 14' Backbone (For TA)
Pavement Temp Sensor: Included w/ Hyd (price w/hyd pkg)
Electrical Install Opt 1: (2) Lights 163635 -\$26.99 EA (2) Grommet77260G -\$.81 ea

Electrical Spec Notes:

Hydraulics: Full Hydraulic Package
Hyd Supplier: Certified (Select Pkg Below)
Hyd Supplier (Spec): 15190182
Controls Type: Electric Controls
Reservoir Type: Supplied With Hydraulics
Valve Enclosure Type: Supplied With Hydraulics
Low Oil Shut Down: Yes, included in Hyd Pkg
High Temp Oil Shut Down: Yes, included in Hyd Pkg
Low Oil Indicator: Yes, included in Hyd Pkg
Return Filter: Provided with Hydraulics
SS Tubing Upgrade: TA, Rear Lines Only, 9' Lines
Quick Coupler Upgrade: Standard Quick Couplers

Hydraulics Notes:

IDC Paint Location: IDC-MO
Body Paint Type: Powder Paint
Powdercoat Paint (Body): 15' Dump Body - No Conveyor
Powder Paint Asphalt Lip: Powder Paint Asphalt Lip (MO)
Paint Code & Color (from color charts): Black

Mark-E Tandem Axle

Body Length: 15' BODY LENGTH
Side Style: STRAIGHT SIDES
Side Height (From Floor): 36" SIDE HEIGHT
Rear Body Profile: STANDARD STRAIGHT VERTICAL GATE
Rear Corner Posts: REAR BOLSTERS 8" ABOVE SIDES





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CUSTOMER QUOTE

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Board Pockets: 2" WIDE BOARD POCKETS
Hoist Type: TRN MOUNT TELE, EXTERNAL DOGHOUSE (add's 1' to body)
Hoist Cylinder/Model: MAILHOT G3-SERIES, SINGLE ACTING, G3150-5.7-4
Hydraulic Pump: NO FACTORY SUPPLIED HYDRAULIC PUMP
Cylinder Cradle Style: STANDARD HOIST CRADLE
Install Cylinder: SHIP LOOSE - DEALER TO INSTALL
Hydraulic Reservoir: NO RESERVOIR - DEALER TO SUPPLY
Floor Material: 3/16" AR400 FLOOR
Floor to Side Radius: 45 DEGREE FLOOR TO SIDE
Longsill Material: 8" I-BEAM LONGSILLS (STANDARD SKIP WELD)
Sides/Headsheet Material Type: GRADE 50 MILD STEEL SIDES/HEADSHEET
Sides/Headsheet Thickness: 10GA GRADE 50 SIDES/HEAD
Side Bracing Type: (ONE) WELD-ON INTERMEDIATE SIDE BRACE, EA SIDE
Side Brace Material: 10GA GRADE 50 SIDE BRACING
Top Rail Style: FLAT (2" FLAT, THEN SLOPED)
Contoured Front Corner Posts: NO FRONT CORNER POSTS
Rear Corner Post Material: 1/4" GRADE 50 REAR CORNER POSTS
Tailgate Style: STANDARD TAILGATE
Tailgate Sheet Material: 3/16" AR400 TAILGATE SHEET
Tailgate Bracing: (TWO) INTERMEDIATE HORIZONTAL TAILGATE BRACES
Tailgate Material: 10GA GRADE 50 TAILGATE BRACING
Tailgate Top Pivot Hardware: 1-1/2" PINS, 1-1/2" PLATES, GREASABLE
Tailgate Latch Type: ATR PANCAKE TAILGATE RELEASE, GREASABLE SS BUSHINGS
Tailgate Release Valve: NO TAILGATE RELEASE VALVE
Tailgate Pin Lanyards: NO TAILGATE PIVOT PIN LANYARDS
Tailgate Lift Loop: TAILGATE LIFT LOOP, D-RING, CENTER OUTSIDE (MILD)
Latch Jaws: LOWER TG LATCH JAWS, NON-GREASABLE
Coal Chute: NO COAL CHUTE
Rear Face Light Holes: (3) OBOURND LIGHT HOLES, EA BOLSTER REAR FACE
Rear Side Marker Light Hole: STD 2.5" SIDE MARKER LIGHT HOLES
Rub Rail Marker Light Hole: NO FRONT MARKER LIGHT HOLES
Exterior Light Boxes Installed: NO EXTERIOR LIGHT BOXES
Lighting Package: NO OEM LIGHTING PACKAGE
Body Hinge Construction: STD 8" X 6" X 1/2" REAR HINGE ANGLE
Body Hinge Type: GREASABLE HINGE BLOCKS
Body Hinge Paint: YES, REAR HINGE PAINTED @ FACTORY
Paint Preparation: NO PRIME-RAW STEEL FINISH (MILD/AR/409 BODIES ONLY)
Cabshield Style: CABSHIELD WITH INTEGRAL TARP SHROUD
Cabshield Material: 10GA W/ 7GA END PLATES (GRADE 50)
Cabshield Size: 22" X 86" CABSHIELD (1/2 CAB) (W/TARP SHRD)
Cabshield Mounted Light Holes: NO CABSHIELD LIGHT HOLES
Install Cabshield: CABSHIELD SHIPPED LOOSE, DEALER TO INSTALL
Asphalt Lip: WELD ON ASPHALT LIP
Asphalt Lip Material: GRADE 50 MILD STEEL
Asphalt Lip Style: 12" WELD ON, 7GA MILD WITH 1/4" ENDPLATES
Asphalt Lip Installed: ASPHALT LIP SHIPPED LOOSE
Walk Rails: NO WALKRAILS ON LOWER RUBRAILS
Tarp Rails: NO TARP RAILS
Side Ladders: (YES) SIDE LADDER, Pick From List Below





HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.

FULTON, MO 65251

PHONE: 573-826-2911

FAX: 573-826-2912

CUSTOMER QUOTE

Page 5
Quote #137530
Rev #28

Side Ladder Material: MILD STEEL LADDER CONTRUCTION
Driver's Side Front Ladder: NO DRIVER'S SIDE FRONT LADDER
Driver's Side Rear Ladder: 2 STEP FLUSH (MILD)
Install Driver Side Rear Ladder: NO, SHIP DRIVER'S SIDE REAR LADDER LOOSE
Curbside Front Ladder: NO CURBSIDE FRONT LADDER
Curbside Rear Ladder: NO CURB SIDE REAR LADDER
Body Step Options: 1-1/2" GRIP STRUT STEP(S) (SELECT LOCATION BELOW)
Driver's Side Front Step(s): NO DRIVERS SIDE FRONT STEP(S) INSTALLED
Driver's Side Rear Step(s): NO DRIVERS SIDE REAR STEP(S) INSTALLED
Curbside Front Step(s): NO CURBSIDE FRONT STEP(S) INSTALLED
Curbside Rear Step(s): NO CURBSIDE REAR STEP(S) INSTALLED
Step Quantity, Shipped Loose: TWO STEPS, SHIPPED LOOSE
Grab Handles: GRAB HANDLE, DRIVERS SIDE FRONT
Show Options: No Additional Options
Option 1 Description: OPTION: 36in. tailgate with highlift (add \$2115.00 LIST)
Option 2 Description: NOTE: Side brace not available with highlift and 36in.
gate
Option 3 Description: OPTION: Board pockets ahead of highlift arms (add \$150
LIST)
Option 4 Description: OPTION: 6-panel tailgate ILO STD (add \$60.00 LIST)
Option 5 Description: OPTION: Vibrator mount pad between sills (add \$134.00
LIST)

FSH salt / sand spreader

Spreader Model: FSH-II Salt/Sand Spreader
Hopper length: 15'
Hopper material: 201SS - 10 GA sides/ends, 7 GA sills/floor
Capacity: FSH-II 56" (10.3 CY) w/ formed chain shields standard
Conveyor: Dual 7" dia. augers
Gearcase: 3.6:1 planetary gearcase
Flow Divider: Yes, Factory Installed (recommended)
Chute type: Standard Dump Over Chute Same Material as Hopper
Spinner disk: Standard disk with Stainless Vanes
Inverted vee: Inverted vee, 201ss
Install inverted vee: Install at factory
Screen type: H.D. top grate screens I.L.O Std Screens
Install top grate screens: Install at factory
Rubber side shields: Rubber side shields (loose "SL")
Extended front idler grease tubes: Extended front idler grease tubes
Conveyor motor w/ integral speed sensor: Motor w/ integral speed sensor
Option 1 Description: 1' extended conveyor
Option 2 Description: Slurry tube installed
Option 3 Description: Task Force system with 3-lane boom, dual 400 gal tanks...
Option 4 Description: ...stainless steel Task Force stand, guide wheels...
Option 5 Description: ...trunnion latch and hold down ratchet straps
Option 6 Description: Part # 142879.201
Option 7 Description: Vibrator mt pad installed. P/n 122935.304x(1) & HX23745x
(2)





HENDERSON

PRODUCTS, INC.

400 W. SAINT EUNICE RD.
FULTON, MO. 65251
PHONE: 573-826-2911
FAX: 573-826-2912

CUSTOMER QUOTE

Page 6
Quote #137530
Rev #28

Option 8 Description: Dealer to specify mt pad location

Option 9 Description: Manufacturing to mount side shields to work with MKE

Underbody scraper

Moldboard Angling: Power reverse moldboard, standard
Scraper Length / Height: 10' length / 20" height 1" thick moldboard
Cushion Valve for Reversing Cylinders: Yes
Relief Valve for Scraper Down Pressure: Yes
Curb Guard, Installed: One wrap around curb guard
Cutting Edge: 3/4" x 6" carbide cutting edge

* **Single Package: \$112,903.00**

Package(s) : 1

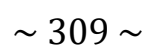
Total: \$112,903.00

Sales tax may apply to this order but is not included in the package total. If you are tax exempt, please submit your exemption certificate to finance@hendersonproducts.com

Signed: _____ Date: _____

Quote notes:







June 29, 2020

Mayor Stephanie Orman
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

Dear Mayor:

On June 25, 2020, the Bentonville Advertising & Promotion Commission voted to submit to the City Council for their approval:

The appointment of **Daniel Hintz** as a lodging representative on the commission. This is his first term on the commission.

The term for this seat is January 1, 2020 through December 31, 2024.

For your convenience, we are enclosing a copy his application and Commission terms summary.

Please let me know, if you have any questions.

Sincerely,

A solid black rectangular box used to redact the signature of Kalene Griffith.

Kalene Griffith
President

104 E. Central Ave. · Bentonville, Arkansas 72712 · (479) 271-9153 · toll free (800) 410-2535



July 9, 2020

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Appointment of Daniel Hintz to Bentonville's Advertising and Promotion Commission.

I recommend Daniel Hintz for appointment to Bentonville's Advertising and Promotion Commission. Mr. Hintz's term expires on December 31, 2024.

Stephanie Orman



BENTONVILLE
ADVERTISING & PROMOTION COMMISSION
COMMISSIONER APPLICATION

NAME: Daniel Hintz

DATE: 6/18/2020

RESIDENCE ADDRESS: [REDACTED]
Bentonville, AR 72712

length of residency in Bentonville 12 years

MAILING ADDRESS (if different): [REDACTED]

EMAIL ADDRESS: [REDACTED]

PHONE NUMBERS: (H) [REDACTED] (W) [REDACTED]

Name of Bentonville Advertising & Promotion tax collecting entity or tourism business with which you are associated:

B-Side Loft and Kitchen

Your role: Co-owner/Manager

REFERENCES:

NAME: Rob Apple

NAME: Matt McClure

PHONE: 479-426-9273

PHONE: 617-645-4733

EMAIL: [REDACTED]

What are your qualifications for serving on this commission? Include education and expertise in the tourism industry.

Daniel Hintz founded his company the Velocity Group in 2014 to provide a systems-based approach to placemaking, focusing on the dynamic ways the individual parts of a project interrelates within the larger community context. It is his belief in the power of collective wisdom and working with people driven by a common vision that provides the powerfully collaborative outcomes of Velocity Group projects. Daniel has cultivated his approach over a lifetime of work as an actor, filmmaker, chef, educator, non-profit executive, small business owner, property developer, restaurateur, event producer, social service provider, community advocate and volunteer, informing his uncommon approach to the work of placemaking and community experience design.

Why would you like to be considered for a position on the Bentonville Advertising & Promotion Commission?

After I left my position as executive director of Downtown Bentonville, Inc., I have continued to be a strong advocate and promoter of Bentonville and the work of the Bentonville Convention and Visitors Bureau. We have invested in supporting and developing this city for over 12 years on a wide variety of fronts and I look to a position on the Bentonville Advertising & Promotions Commission as an opportunity to continue serving the community in which we work, live and play.

I am an owner or manager of a Bentonville Advertising & Promotion tax collecting entity or a business in the tourism industry and meet all requirements for serving on this commission.

Email: baylea@visitbentonville.com

Mail: **Bentonville A&P Commission 104 East Central Avenue Bentonville, AR 72712**

Bentonville Advertising Promotion Commissioner Terms

Bentville Advertising Promotion Commissioner Terms																																
All Terms began December, 1995			Subsequent terms - 4 years																													
	Name	1 year	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
1. Ret.	Sho McInley	Oct 3/98																														
Ret.	Lee Schmidt	Oct 2/99																														
Ret.	Mark Grant	Nov-99																														
Ret.	Terri Nocom	Oct-05																														
Ret.	Paul Nelson	Nov-05																														
Ret.	David Hutchins	Dec-08																														
Ret.	Jeff Genova	Jan-09																														
Ret.	Rob Apple	Jan-13																														
Ret.	Mark Hufford	Apr-13																														
Ret.	Mark Hufford	Apr-16																														
Ret.	Mark Hufford	Apr-17																														
2. Ret.	Eric Makelien	Oct 1/96																														
Ret.	Gregg Spain	May-97																														
Ret.	Steve Wright	Aug-07																														
Ret.	Ken Eason	Oct-07																														
Ret.	Tom Lueken	Jan-10																														
Ret.	Aminda Webb	May-11																														
Ret.	Matt McClure	Jan-17																														
Ret.	Matt McClure	11-Mar																														
3. Ret.	Dorothy Merrill	Oct 8/96																														
Ret.	Keith Dowell	Oct-98																														
Ret.	David Trapp	Dec-99																														
Ret.	David Trapp	May-00																														
Ret.	John Pierce	Jan-05																														
Ret.	Richard Weaver	Dec-05																														
Ret.	Richard Weaver	Nov-05																														
Ret.	Chris Olfson	Jan-06																														
Ret.	Chris Olfson	Apr-08																														
Ret.	Richard Smith	May-08																														
Ret.	Richard Smith	Apr-09																														
Ret.	Todd Dorena	Sep-09																														
Ret.	Todd Dorena	Dec-18																														
4. Ret.	Cherry Puffy	19-Jan																														
Ret.	A. Maxton	Oct-06																														
Ret.	Vernon Pabon	Jan-08																														
Ret.	Sherry Mendenhall	Dec-06																														
Ret.	Tammy McDaniel	Aug-07																														
Ret.	Jason Moll	Oct-07																														
Ret.	Abby Hobbs	Sep-08																														
Ret.	Abby Hobbs	Dec-08																														
Ret.	Rancy Morgan	Jan-09																														
Ret.	Rancy Morgan	Nov-09																														
Ret.	Bryan Rose	Dec-12																														
Ret.	Bryan Rose	Jan-12																														
Ret.	Josh Morry	Dec-15																														
Ret.	Josh Morry	Apr-16																														
Ret.	Jordan Garner	Jan-18																														
Ret.	Jordan Garner	Nov-18																														
Ret.	Jamaine Hunking	Feb-19																														
Ret.	Daniel Hatz	Nov-19																														
5. Ret.	Elis Moody	Oct 2/98																														
Ret.	Tom McCoy	Mar-99																														
Ret.	Jon Chappella	Mar-04																														
Ret.	Gary Congdon	Apr-11																														
Ret.	Galen Harner	May-11																														
Ret.	Lee Clappner	Dec-16																														
Ret.	Lee Clappner	Jan-20																														
6. Ret.	Alta Zentler	Jan-05																														
Ret.	Cherry Brewer	Jan-09																														
Ret.	Mary Eggert	Sep-02																														
Ret.	Mary Eggert	Aug-07																														
Ret.	Rod Sanders	Sep-07																														
Ret.	Bret Crum	Nov-08																														
Ret.	Bret Crum	Aug-08																														
Ret.	James Debon	Aug-20																														
Ret.	James Debon	Nov-09																														
Ret.	Mary Eggert	Dec-12																														
Ret.	James Smith	Jan-13																														
Ret.	James Smith	Jan-15																														
Ret.	Chad Geers	May-17																														
7. Ret.	Wayne Coffelt	Aug-17																														
Ret.	Wayne Coffelt	Nov-06																														
Ret.	Jim Blockwell	Oct 10/23																														
Ret.	Dean Scaffell	Dec-03																														
Ret.	Bryn Bennett	Nov-06																														
Ret.	Chris Boster	Jan-04																														



CHECK ALL THAT APPLY			
	Bid Award	Bid #	IFB-20-11
	Budget Adjustment		
	Change Order		
	Informational		
X	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Nancy Busen

Department

Water Resource Recovery Facility

Phone

271-6749

ACTION REQUIRED:

Ordinance for a waiver of the bid process for IFB-20-11 due to no response from bid solicitations. One quote (not bid) was received from Roofing Systems, Inc. of Springdale for a total \$142,000.00 (tax included) for roofing four buildings per specifications. This is a 2020 budgeted item.

COST TO CITY:

Cost of this Request: \$142,000

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

Previously Budgeted	\$	146,000
Funds Expended to Date		
Remaining Budget		146,000
Budget Adjustment		-
Remaining After Adjustment	\$	146,000

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	<u>7/14/2020</u>
Requested by:	<u>Nancy Busen</u>
Department:	<u>Water Resource Recovery Facility</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Roofing for Buildings 1, 2, 3, and 4 at the WRRF</u>
Year & Model:	<u>N/A</u>
Serial #	<u>N/A</u>
To Be Purchased From:	<u>Roofing Systems, Inc.</u>
	<u>649 County line Road</u>
	<u>Springdale, AR 72764</u>
Amount:	Base Amount: \$ <u>142,000.00</u>
	Tax: _____
	*Other: _____
	TOTAL \$ <u>142,000.00</u>
* List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
Current roofing is failing.	
_____ Department Head	_____ Director of Finance & Administration

Revised 6-18-99

Memo



To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Date: July 14, 2020

Re: Waiver of Bid

An ordinance for a waiver of bid for IFB-20-11, due to no bids after two solicitations. (See Memo from Gladys Shoemake.)
Invitations to bid went to the following roofing companies:

1. Harness Roofing
2. Lewis Roofing
3. Nabholz
4. Foster Roofing
5. Roofing Systems, Inc.

Roofing systems responded to a phone call, (indicated that they did not see the email request for bids) inspected the 4 buildings and quoted, a total of \$142,000, including tax, for installation of specified material, clean up and removal of old roofing and a 20 year warranty. This is a 2020 budgeted item.

Thank you.



MEMORANDUM

PURCHASING OFFICE

RE: Wastewater Roofing Replacement Waiving of Bid (IFB-20-11-No Bids Received)

FROM: Gladys Shoemake, Purchasing Manager

DATE: May 26, 2020

The Purchasing Office issued two competitive sealed bid solicitations under solicitation ID IFB-20-11, for the roofing replacement project for the Wastewater Department. The solicitation schedules were as follows:

- Original Solicitation (IFB-20-11):
 - o Publication Date: April 9, 2020
 - o Bid Opening Date/Time: April 23, 2020 @ 1pm
- Re-Bid Solicitation (IFB-20-11):
 - o Publication Date: April 30, 2020
 - o Bid Opening Date/Time: May 15, 2020 @ 1pm

The bid advertisements for both solicitations were published in the NWA Democrat Gazette, and the bid packet was sent directly to four different companies in the first solicitation and six different companies in the re-bid solicitation. The bid packets were also published and available on the City's website throughout the solicitation periods.

The Purchasing Office contacted the companies that the bid packets were sent to directly, to request feedback on the solicitation and reasoning for electing not to submit a bid; the responses received were a mixture of different reasons, as follows:

- Too busy due to recent hail storms to take on the project.
- Company has transitioned to performing primarily residential work.

- Lack of confidence that they would be the low bid due to having to subcontract most of the work.
- No longer provides the type of roofing specified/no crew currently in place for this type of roofing.
- Felt that the City would receive many bids and did not want to get in a 'bidding war'.
- Does not like to bid on public projects.

The vendor providing the quote for the Waiver of Bid stated that he had not seen the emails come through for the sealed bid solicitations. In speaking with the other companies that the bid packets were sent to, it was not evident that they would be willing to submit a quote or bid for the work based on the above reasoning (primarily availability for the work and lack of ability to perform the type of work specified and/or perform the work on commercial type buildings). In consideration of the work needing to be completed, the two sealed bid solicitations being issued receiving no response, and the feedback from vendors, Purchasing is supportive of a Waiver of Bid for the roofing replacement services.

Please contact me if you have any questions regarding the solicitation processes.

6-11-2020

Roofing Systems, Inc

649 W County Line Rd

Springdale, AR 72764

479 521 5152

RE: Waste water

We quote as follows: Building 2,3 and 4: Tear off to steel deck and haul to landfill, Install one layer 2" iso board and 60 ML mechanically attached TPO to 20 year specification. Includes 20 year warranty. Building 1: Tear off to zonolite roof deck, install mechanically attached base sheet and 60 MIL Fleeceback TPO in hot asphalt. All roofs include new sheet metal edge and gutters. Rock to be disposed of off site.

Building 2: \$22,000.00

Building 3: \$28,600.00

Building 4: \$22,000.00

Building 1: \$56,999.00

Respectfully Submitted,

Jack Poynor, President

Roofing Systems, Inc.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO ENTER INTO AN AGREEMENT WITH
ROOFING SYSTEMS, INC. FOR THE ROOFING OF FOUR
(4) BUILDINGS PER SPECIFICATIONS 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 Roofing Systems, Inc. for certain roofing four (4) City of Bentonville Buildings per specifications, as set forth in the agreement attached hereto as Exhibit A.

Section 2: Because no responses were received from this bid solicitation and because of the lack of other qualified providers willing to issue a proposal, 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 #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
x	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Ordinance for a waiver of bid (A) and a Budget Adjustment Request (B). This is a two part Agenda Item to allow for the implementation of a body worn camera system to outfit 60 police officers. This proposed body worn camera system (BVWC) will work in conjunction with our current Panasonic dash cameras, as installed in our marked patrol units. The cameras and required hardware have already been "bid and approved" through Arkansas State Contract 4600035726/NASPO contract MNVNC-124 and Turn Key Mobile is the designated provider. The pricing for these cameras and hardware is estimated at \$130,447.00 (tax included). The additional required data storage for the video can be sourced independently and is estimated at \$18,661.00 (tax included). A waiver of bid to Turn-Key Mobile (A) for the certified installation, pairing, setup and configuration services associated with the project is estimated at \$33,342.00 (tax included). Note that the installation, pairing, setup and configuration services are required for use of these items; however, they are not listed as line items on the State Contract. Because Turn-Key Mobile is the State Contract Vendor furnishing the items, it would not be practicable to separately contract another provider for the services related to the use and installation of the items. The budget adjustment (B) for the total project amount is \$182,450.00. A body worn camera policy is pending and will be presented to City Council for review and approval prior to the actual implementation of this project.

COST TO CITY:

Cost of this Request: \$182,450

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



REQUEST FOR WAIVER OF BID

Date	<u>7/14/2020</u>		
Requested by:	<u>Chief Jon Simpson</u>		
Department:	<u>Police Department</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Installation, pairing, set up and configuration- body worn camera system</u>		
Year & Model:	<u>N/A (services related to Panasonic BWC MK3 body cam)</u>		
Serial #	<u>None</u>		
To Be Purchased From:	<u>Turn-Key Mobile, Inc</u>		
	<u>210 Prodo Drive</u>		
	<u>Jefferson City, MO 65109</u>		
Amount:	Base Amount:	<u>\$30,450.00</u>	
	Tax:	<u>\$ 2,892.75</u>	
	*Other:	<u> </u>	
	TOTAL	<u>\$ 33,342.75</u>	
* List all other costs: (not to exceed above detailed budgeted amount)			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
This waiver of bid in the amount of \$33,342 (including taxes) will allow Turn-Key Mobile to provide certified installation, pairing, setup and configuration services associated with Panasonic body worn cameras and components to be also purchased from Turn-Key Mobile, through Arkansas State Contract 4600035726. The installation, pairing, setup and configuration services are required for use of these items; however, they are not listed as line items on the State Contract. Since Turn-Key Mobile is the State Contract Vendor furnishing the items, it would be impracticable to separately contract another provider for the services related to the use and installation of the items.			
Department Head		Director of Finance & Administration	
Revised 6-18-99			



Budget Adjustment #
(Assigned by Admin)

Department: Police

Date of Request: July 14, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
010-2010-421-25-10	Minor Equipment		\$182,450	\$ (182,450.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 182,450.00	\$ (182,450.00)

Justification:

This budget adjustment will provide funding to implement a body worn camera system to outfit 60 police officers. The cameras and hardware have been "bid and approved" through Arkansas State Contract 4600035726/NASPO contract MNVNC-124. The pricing for the cameras and hardware is estimated at \$130,447 (tax included), with additional required storage updates in the amount of \$18,661 (tax included). Furthermore, this amount includes the Waiver of Bid to Turn-Key Mobile in the amount of \$33,342 (tax included), for the certified installation, pairing, setup, and configuration services

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





Turn-Key Mobile, Inc.

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
6/15/2020	25110

Name / Address
City of Bentonville 117 West Central Bentonville, AR 72712

Sales Rep		Prepared By	PO #		Accepted By	
Keith		Amy				
Item	Description	Qty	Rate	Total		
ARB-BWC3MAINKIT	Panasonic Body Worn Camera Main Controller Unit, USB Cable, Charger and Mount Adapter Plate	60	868.00	52,080.00		
ARB-BWC3TETHER11	Panaonic BWC MK3 Tether With Velcro Attachment	60	13.35	801.00		
ARB-BWC3MNT-KIT	Panasonic KF BWC KIT INCLUDING POCKET CLAMP, MOLLE, MAGNET MOUNT & STUD PLATE IN A POUCH	60	124.60	7,476.00		
ARB-BWC3KF1STPLATE	Panasonic KF FIRST PLATE FOR ATTACHING ANY KLIKK FAST MOUNT FOR BWC MK3 CAMERA	60	13.35	801.00		
ARB-BWC3-8BAY	Panasonic BWC MK3 8 Bay Charging Dock	8	1,475.00	11,800.00		
ARB-BWC3CTB-VDOCKA	Panasonic NEW COMMON TRIGGER BOX (CTB) AND IN-VEHICLE PAIRING DOCK W/WIRING HARNESS	50	465.00	23,250.00		
ARB-BWCBLANT-BLB	Panasonic Low profile Blade Type Antenna.High gain combination WiFi and Bluetooth antenna connecting via Reverse Polarity, Right Angled male SMA, Threaded Bolt mount, 15 feet coax cable, color: Black	50	75.65	3,782.50		
ARB-SOFBWC3OPBUN3	Panasonic Body Worn, UEMS1, On Prem Storage Bundle Per Device 3 Year (Includes Device License, Helpdesk, Deployment, Hotswap)	60	175.00	10,500.00		
ARB-SVCBWCKTP3Y	Panasonic Protection Plus - BWC Kit Years 1 - 3	60	144.00	8,640.00		
Contract-NASPO	Subtotal NASPO Contract # MNWNC-124 4600035726 https://info.panasonic.com/rs/400-JUK-127/images/Peripherals-Security-TPM-April-2020-PIPSA.pdf			119,130.50		
TKM-Install	Certified Installation of Pairing Dock/CTB/Antenna	50	525.00	26,250.00		
SERVICE - SETUP BWC	• Includes: Software and firmware updates, Server, Client, Vehicle and Network Configuration, Training, Testing, Warranty Support for 30 days after completion of project integration	2	2,100.00	4,200.00		
	Subtotal			30,450.00		
Proposals are good for 30 days. Please ask your rep for updated pricing and availability.			Total			
		Signature				

**Turn-Key Mobile, Inc.**

210 Prodo Drive
Jefferson City, MO 65109

573-893-9888 Office 314-754-9794 Fax

Proposal

Date	Proposal #
6/15/2020	25110

Name / Address
City of Bentonville 117 West Central Bentonville, AR 72712

Sales Rep		Prepared By		PO #		Accepted By	
Keith		Amy					
Item	Description			Qty	Rate	Total	
Arkansas	***TAXES AND SHIPPING ARE NOT INCLUDED*** All Arkansas Taxes will be charged on the invoice unless customer is Exempt or has a Direct Pay Certificate. Documentation and Account ID required.				0.00	0.00	
Proposals are good for 30 days. Please ask your rep for updated pricing and availability.					Total \$149,580.50		
				Signature _____			

Page 2



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000063856835.1	Sales Rep	Brandon Wiley
Total	\$18,661.96	Phone	(800) 456-3355, 6179648
Customer #	41444542	Email	Brandon_Wiley@Dell.com
Quoted On	Jun. 25, 2020	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 25, 2020		CITY OF BENTONVILLE
Solution ID	12688572		117 W CENTRAL
Deal ID	20315368		BENTONVILLE, AR 72712-5256

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Brandon Wiley

Shipping Group

Shipping To	Shipping Method
DENNIS HAYES CITY OF BENTONVILLE CITY HALL 117 W CENTRAL AVE BENTONVILLE, AR 72712-5297 (479) 271-3127	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell EMC ME4012 Storage Array - [amer_me4012_13099] (2)	\$16,336.76	1	\$16,336.76
2x SAS 12Gbps HBA External Controller, Full-Height ,Cus Kit - Supports 13G and 14G Servers	\$326.98	1	\$326.98
Intel X520 DP 10Gb DA/SFP+ Ser ver Adapter, Low Profile,CusKi t	\$379.16	1	\$379.16

Subtotal:	\$17,042.90
Shipping:	\$0.00
Estimated Tax:	\$1,619.06
Total:	\$18,661.96

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH TURN-KEY MOBILE FOR THE CERTIFIED INSTALLATION, PAIRING, SETUP AND CONFIGURATION SERVICES ASSOCIATED WITH THE PURCHASE OF BODY WORN CAMERAS FOR THE BENTONVILLE POLICE DEPARTMENT 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 Turn-Key Mobile for the certified installation, pairing, setup and configuration services associated with the purchase of body-worn cameras for the Bentonville Police Department as set forth in the Proposal attached hereto as Exhibit A.

Section 2: Because Turn-Key is the State Contract Vendor furnishing the items, and because these services are required for use of the items, 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 #	
x	Budget Adjustment		
	Change Order		
	Informational		
	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Jon Simpson

Department

Police

Phone

271-3172

ACTION REQUIRED:

Budget Adjustment to accept and recognize 84 vehicle insurance settlements from Arkansas Municipal League (ARML) and apply these settlement amounts to our Vehicle Maintenance account. The settlement was the result of three separate claims to include a May 4th, 2020 hail storm, a May 22nd, 2020 collision, and a June 1st, 2020 protest. The May 4th hail storm damaged 85 vehicles and payment has been received for 81 of these vehicles. The insurance settlement amount for these 81 vehicles (not including 4 pending claims) is \$281,068.00. The May 22nd collision involved 1 vehicle and occurred when an on duty officer struck a pole in parking lot. The insurance settlement for this parking lot collision is \$2,439.00. The June 1st protest resulted in protest participants damaging 2 police vehicles. The insurance settlement for these 2 vehicles is \$6,356.00. All amounts are after applicable deductibles. The total settlement amount, as received by the City, for the above described vehicle damages is \$289,864.00. This settlement amount will cover the cost of all repairs and any loss of value related to the damages.

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





Budget Adjustment #
(Assigned by Admin)

Date of Request: July 14, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
024-2010-375.20-00	Misc Income	\$289,864.00		\$ 289,864.00
010-2010-421.44-20	Vehicle Maintenance Repairs		\$289,864.00	\$ (289,864.00)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ 289,864.00	\$ 289,864.00	\$ -

Justification:

Arkansas Municipal League Vehicle Program Settlements in the amount of \$289,864 to repair damages to 84 police vehicles, 81 of which were damaged in a recent hailstorm.

FOR ACTING USE ONLY

Council Action: Approved Disapproved Other

Date: _____ Date entered: _____ By: _____

Revised 5/1/07

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712
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CHECK ALL THAT APPLY		
	Bid Award	Bid #
x	Budget Adjustment	
	Change Order	
	Informational	
	Ordinance	
	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

July 13, 2020

Submitted by:

David Wright

Department

Parks and Rec

Phone

418-7133

ACTION REQUIRED:

Budget adjustment, in the amount of \$191,835.64, to allow for ten (10) custodians positions to be transferred from the Public Works Maintenance to Parks and Recreation. This budget adjustment is only a transfer of funds. There are no new funds being requested.

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

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PLEASE RECYCLE



BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Accounting/PurchasingDate of Request: July 6, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
105020-41010			\$ 132,545.60	\$ (132,545.60)
105020-41910			\$632.50	\$ (632.50)
105020-41810			\$ 20,137.47	\$ (20,137.47)
105020-41710			\$ 28,256.80	\$ (28,256.80)
105020-41720			\$ 207.68	\$ (207.68)
105020-41510			\$ 10,055.59	\$ (10,055.59)
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ 191,835.64	\$ (191,835.64)

Justification:

Justification:

Budget Transfer for Custodians related to the Bentonville Community Center from the Public Works Maintenance budget to the Parks and Recreation budget - See Memo. This is the Parks and Recreation Portion of the Budget Adjustment, a separate budget adjustment form is attached for the Public Works Maintenance portion of the Budget Adjustment. This change is a ZERO cost to the City.

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





BUDGET ADJUSTMENT REQUEST FORM

Budget Adjustment #
(Assigned by Admin)

Department: Accounting/Purchasing

Date of Request: July 6, 2020

Acct Number	Account Name	Revenue + (-)	Expense + (-)	Fund Balance + (-)
105020-41010			\$ (132,545.60)	\$ 132,545.60
105020-41910			\$ (\$632.50)	\$ 632.50
105020-41810			\$ (20,137.47)	\$ 20,137.47
105020-41710			\$ (28,256.80)	\$ 28,256.80
105020-41720			\$ (207.68)	\$ 207.68
105020-41510			\$ (10,055.59)	\$ 10,055.59
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
	Totals	\$ -	\$ (191,835.64)	\$ 191,835.64

Justification:

Budget Transfer for Custodians related to the Bentonville Community Center from the Public Works Maintenance budget to the Parks and Recreation budget - See Memo. This is the Public Works Maintenance Portion of the Budget Adjustment, a separate budget adjustment form is attached for the Parks and Recreation portion of the Budget Adjustment. This change is a ZERO cost to the City.

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



Memo



To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: July 1, 2020

Re: Budget Adjustment, in the amount of \$191,835.64, allowing for the transfer of ten (10) custodian positions from the Public Works Maintenance to Parks and Recreation to Budget.

Staff is recommending Council approve a budget adjustment, in the amount of \$191,835.64, to allow for the transfer of ten (10) custodian positions from the Public Works Maintenance to Parks and Recreation. This budget adjustment is only a transfer of budgeted funds. No new funds are requested.

When the Bentonville Community Center opened in 2015, the decision was made to place the custodians under the guidance of Public Works Maintenance. This decision was based on efficiency in ordering supplies and equipment, training and supervising staff. The decision was also made on the basis that Parks was already taking on so much with the opening of the new facility; we welcomed the assistance from Public Works. Five (5) years later, while we acknowledge there are benefits of the original plan, we see more benefits and improved operations with custodians reporting to the team managing the facility. Benefits include efficiency in staffing, reduction of head count in the building, and enhancing the experience for the customer.

Mike Bender and I met with our teams in late February to initiate the transfer. The transfer occurred in mid-March with the final step in the process is making the change in the operational budget. Custodians now report to the Parks and Facilities Foreman.

If you have any questions regarding this item, please call me at 464.7275 or email dwright@bentonvillear.com.

Attachments:
Budget Adjustment Form



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

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Resolution to enter into a Contract with Gallagher Benefit Services, Inc. as the City's Healthcare Consultant/Benefits Broker. The fees associated with this request are contained in the 2020 Budget; no additional funds are needed. See attached documents for additional information.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





14 July, 2020

To: Bentonville City Council

From: Human Resources

Subject: Award contract to Gallagher Benefit Services, Inc. as the City's Healthcare Consultant/Benefits Broker.

Staff recommends that City Council award the contract for the City's Healthcare Consultancy/Benefits Broker services to Gallagher Benefit Services, Inc.

The City issued a formal Request for Qualifications (RFQ) solicitation, RFQ-20-07, for Healthcare Consultancy Services on February 2, 2020. Upon receiving four submissions to the RFQ, a Selection Committee was formed to evaluate and rate the submissions based on state law criteria (§19-11-803); the Selection Committee was comprised of staff from the Human Resource, Transportation, and Police Departments, and the Director of Finance and Administration. After initial evaluation, interviews were conducted with the top three highest rated firms. The Committee selected Gallagher Benefit Services, Inc. to proceed into contract negotiations based on their qualifications, professionalism, method of work, and dedication to providing a transparent service.

The City previously contracted these services with Stephens Insurance. Stephens submitted a Statement of Qualifications in response to RFQ-20-07 and their submission was evaluated and selected for an interview as part of the solicitation process.

Gallagher will take over as the City's Healthcare Consultant/Benefits Broker for the remainder of 2020 with no change payment structures and costs currently in place. The City will adopt a new payment structure for 2021 upon approval of the 2021 budget.

Gallagher's services to the City will also include a review of our current health benefits plans and assistance in designing and developing a more cost-effective plan for the future.

CONSULTING AGREEMENT

This Consulting Agreement (this "**Agreement**") is made by and between Gallagher Benefit Services, Inc., ("**Gallagher**" or "**Contractor**") and City of Bentonville, Arkansas ("**Client**" or "**City**").

Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, Client and Gallagher agree as follows:

1. **Engagement of Services**

Client hereby engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor for Client.

2. **Term and Termination**

The Effective Date of this Agreement is August 1, 2020. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for two (2) years from the Effective Date. The Consulting Period will be extended upon mutual written agreement for an additional year on each anniversary of the Effective Date for the next three (3) years for a total of a five (5) year term. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

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

3. **Compensation**

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. Client is responsible for payment of Gallagher's fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.

4. **Performance and Scope**

(a) **Representations and Warranties.** Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this

Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party's compliance with any terms of this Agreement.

(b). Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and Client will not request performance of, any services which may constitute the unauthorized practice of law. Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and Federal securities laws and implementing regulations) and, to the extent that Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor to Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited to insure Client's risks. The final decision to choose any insurance company has been made by Client in its sole and absolute discretion. Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. To the extent any additional administrative,

claims representative or other services are required, the parties may enter into a separate agreement covering such additional services.

5. **Confidentiality**

(a) Confidential Information.

(i) As used in this Agreement, "**Confidential Information**" means any nonpublic, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

(ii) The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

(iii) Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information. The parties agree and understand that, as a public entity, the City is subject to the Arkansas Freedom of Information Act (FOIA) laws and as such, both parties agree to comply with such laws as applicable to performance under this Agreement.

(b) HIPAA Privacy. Gallagher and Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, Client, as a representative of the health plans, and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the "**Aggregated Data**"). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher's business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client's identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party agrees to defend, indemnify and hold the other party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying party's: (i) breach of any representation, warranty or covenant made by such party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents. The parties agree and understand that the City has Statutory Tort Immunity and as such, nothing contained herein this Section 6 or otherwise under this Agreement shall waive any governmental immunity the City may be entitled to by law.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, special, exemplary, reliance, consequential or punitive damages, or for any attorneys' fees other than as described in Section 6(a) above (whether incurred in a dispute or an action against the other, or as alleged damages that any party incurred in any insurance coverage dispute, or otherwise). Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$1,000,000. This provision applies to the fullest extent permitted by applicable law. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

7. Notices

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: City of Bentonville, Arkansas
Attention: Ed Wheeler
117 W. Central Ave.
Bentonville, AR 72712

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Rachel Rakey
12444 Powerscourt Drive, Suite 500
St. Louis, MO 63131

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Arkansas without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

(g) Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

(h) Assignment. This Agreement shall apply to and bind the successors and assigns of the parties hereto, including, in the event of a party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall be not be assignable by either party, except with the prior written consent of the other party; provided, however, that either party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such party's obligations hereunder.

(i) Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the parties hereto and delivered to the other party.

(j) Survival of Provisions. Sections 3, 5, 6, and 8 will survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

CITY OF BENTONVILLE, ARKANSAS

By: _____

Name: _____

Title: _____

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an "as needed" basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare "shadow" renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage:
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report

- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

- Provide assistance to Client's HR/benefits contacts to help with resolving carrier service issues
- Coordinate and participate in annual service meetings with Client and select carriers

EMPLOYEE EDUCATION PROGRAMS:

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan "best practices" to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

**EXHIBIT B
COMPENSATION DISCLOSURE STATEMENT**

Line of Coverage / Service	Company	Commission ¹	Supplemental Compensation ²	Third Party Compensation	Direct Client Fees ³	Effective Date
Consulting Services	Gallagher	N/A	N/A	N/A	\$80,000 Per Year. Invoiced on a monthly basis.	1/1/2021
Medical	BCBS of Arkansas	1.5%	N/A	N/A	N/A	8/1/2020 to 12/31/2020
Dental	Delta Dental of Arkansas	3%	N/A	N/A	N/A	8/1/2020 to 12/31/2020
Vision	Always Care	12%	N/A	N/A	N/A	8/1/2020 to 12/31/2020
Basic Life	AXA	10%	N/A	N/A	N/A	8/1/2020 to 12/31/2020
Voluntary Life	AXA	10%	N/A	N/A	N/A	8/1/2020 to 12/31/2020
Long Term Disability	AXA	15%	N/A	N/A	N/A	8/1/2020 to 12/31/2020

*Commencing on the Effective Date of this Agreement of August 1, 2020 through December 31, 2020, Gallagher will be receiving commissions on the lines of coverage as specified above. Commencing January 1, 2021, Gallagher will receive the Direct Client Fees for its Consulting Services in lieu of commissions as specified above.

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
GALLAGHER BENEFIT SERVICES, INC., FOR
HEALTHCARE AND BENEFIT CONSULTING SERVICES
FOR THE CITY OF BENTONVILLE.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Gallagher Benefit Services, Inc., for Healthcare and Benefit Consulting Services for 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 #	
	Budget Adjustment		
	Change Order		
	Informational		
X	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Ordinance approving a waiver of bid to extend pricing from Bid Award IFB 19-66 for single-phase transformers for the remainder of 2020, for Techline as shown on attached break down.

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



REQUEST FOR WAIVER OF BID

Date	<u>7/14/2020</u>
Requested by:	<u>Travis Matlock</u>
Department:	<u>Inventory Control Dept</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Single Phase Transformers</u>
Year & Model:	<u> </u>
Serial #	<u> </u>
To Be Purchased From:	<u>Techline</u>
	<u>9609 Beck Circle</u>
	<u>Austin, TX 78758</u>
Amount:	Base Amount: _____
	Tax: _____
	*Other: _____
	TOTAL \$ -
 * List all other costs:	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
With the current volatility the Warehouse is seeing in lead times and prices, we approached the awarded bidders of our high volume of use transformers (pole mounted, 1ph, 3ph) and inquired as to whether or not they would hold their current lead time/pricing for the entire year, as submitted in their IFB-19-66, IFB-19-67, and IFB-19-68 bid submissions. The suppliers agreed to hold lead times and pricing as originally submitted, until December 31, 2020. This will save the City money and time when reordering the various transformers; 2021 contracts will be bid later this year.	
_____ Department Head	_____ Director of Finance & Administration

M E M O R A N D U M

DATE: July 14, 2020

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

**RE: Waiver of Bid – single-phase transformer –
Original Bid IFB 19-66**

With the current volatility the Warehouse is seeing in lead times and prices, we approached the awarded bidders of our high volume of use transformers (pole mounted, 1ph, 3ph) and inquired as to whether or not they would hold their current lead time/pricing for the entire year, as submitted in their IFB-19-66, IFB-19-67, and IFB-19-68 bid submissions. Techline agreed to hold lead times and pricing as originally submitted, until December 31, 2020. This will save the City money and time when reordering the various transformers; 2021 contracts will be bid later this year.

Approval of this request will extend the IFB-19-66 Bid Award to Techline, originally approved during the December 10, 2019 City Council Meeting, through December 31, 2020.

Bid Tabulation
 Formal Bid # 19-66
 Single Phase Padmount Transformers

Item	Transformer Description	AECI		Techline Power Partners		WESCO		Techline Howard	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	15KVA	\$ 1,290.00	\$ 2,032.00	\$ 1,257.00		\$ 1,281.00		\$ 1,262.00	\$ 1,956.00
2	25KVA	\$ 1,502.00	\$ 2,524.00	\$ 1,318.00		\$ 1,431.00		\$ 1,413.00	\$ 2,413.00
3	50KVA	\$ 1,800.00	\$ 3,570.00	\$ 1,598.00		\$ 1,786.00		\$ 1,759.00	\$ 3,471.00
4	75KVA	\$ 2,250.00	\$ 4,672.00	\$ 1,948.00		\$ 2,314.00		\$ 2,279.00	\$ 4,611.00
5	100KVA	\$ 2,730.00	\$ 5,702.00	\$ 2,413.00		\$ 2,963.00		\$ 2,918.00	\$ 5,690.00
6	167KVA	\$ 3,875.00	\$ 8,625.00			\$ 3,947.00		\$ 3,493.00	\$ 7,967.00
7	250KVA	\$ 5,200.00	\$ 11,770.00			\$ 5,230.00		\$ 5,149.00	\$ 11,343.00

Notes:

If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Irby / Central Moloney not evaluated due to non conformance with 4.13.2
 Bids from TechlinePower Partners did not fully meet spec
 Recommended Low Bidder for items 1:7 to Techline quoting Howard

11/25/2019

X:\Engineering\Specs - Procurement\Padmount Transformer - Single Phase\Bid Eval\19-66 - 2020 Q1-Q2 Formal Bid Eval - 1PH Padmount

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO EXTEND THE BID AWARD
AGREEMENT WITH TECHLINE FOR THE PURCHASE
OF SINGLE PHASE TRANSFORMERS 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 extend the bid award agreement with Techline for the purchase of single phase transformers for the remainder of 2020.

Section 2: Because Techline currently holds the contract for this item which was awarded through bid and because the City is requesting that the contract be extended at the previously bid prices in order to continue with uninterrupted service to facilitate completion of projects currently underway, 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		
X	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Ordinance approving a waiver of bid to extend pricing from Bid Award IFB 19-67 for 3-phase transformers for the remainder of 2020, for Techline as shown on attached break down.

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



REQUEST FOR WAIVER OF BID

Date	<u>7/14/2020</u>
Requested by:	<u>Travis Matlock</u>
Department:	<u>Inventory Control Dept</u>
DESCRIPTION OF REQUEST:	
Type of Equipment:	<u>Three Phase Transformers</u>
Year & Model:	<u> </u>
Serial #	<u> </u>
To Be Purchased From:	<u>Techline</u>
	<u>9609 Beck Circle</u>
	<u>Austin, TX 78758</u>
Amount:	Base Amount: _____
	Tax: _____
	*Other: _____
	TOTAL \$ -
* List all other costs: _____	
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:	
With the current volatility the Warehouse is seeing in lead times and prices, we approached the awarded bidders of our high volume of use transformers (pole mounted, 1ph, 3ph) and inquired as to whether or not they would hold their current lead time/pricing for the entire year, as submitted in their IFB-19-66, IFB-19-67, and IFB-19-68 bid submissions. The suppliers agreed to hold lead times and pricing as originally submitted, until December 31, 2020. This will save the City money and time when reordering the various transformers; 2021 contracts will be bid later this year.	
_____ Department Head	_____ Director of Finance & Administration

M E M O R A N D U M

DATE: July 14, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

**RE: Waiver of Bid – 3-phase transformer – Original
Bid IFB 19-67**

With the current volatility the Warehouse is seeing in lead times and prices, we approached the awarded bidders of our high volume of use transformers (pole mounted, 1ph, 3ph) and inquired as to whether or not they would hold their current lead time/pricing for the entire year, as submitted in their IFB-19-66, IFB-19-67, and IFB-19-68 bid submissions. Techline agreed to hold lead times and pricing as originally submitted, until December 31, 2020. This will save the City money and time when reordering the various transformers; 2021 contracts will be bid later this year.

Approval of this request will extend the IFB-19-67 Bid Award to Techline, originally approved during the December 10, 2019 City Council Meeting, through December 31, 2020.

Bid Tabulation
 Formal Bid # 19-67
 Three Phase Transformers

Item	Transformer Description	Central Moloney		Techline Howard		AECI ERMCO	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	45 KVA PAD MOUNT 3PH 120/208Y	\$ 7,599.00	\$ 9,745.00	\$ 5,228.00	\$ 7,150.00	\$ 5,685.00	
2	45 KVA PAD MOUNT 3PH 277/480Y	\$ 7,556.00	\$ 9,710.00	\$ 5,362.00	\$ 7,166.00	\$ 5,710.00	
3	75 KVA PAD MOUNT 3PH 120/208Y	\$ 8,875.00	\$ 12,069.00	\$ 5,673.00	\$ 8,877.00	\$ 6,180.00	
4	75 KVA PAD MOUNT 3PH 277/480Y	\$ 8,261.00	\$ 11,437.00	\$ 5,778.00	\$ 8,478.00	\$ 6,250.00	
5	150 KVA PAD MOUNT 3PH 120/208Y	\$ 9,196.00	\$ 14,681.00	\$ 7,091.00	\$ 12,093.00	\$ 7,540.00	
6	150 KVA PAD MOUNT 3PH 277/480Y	\$ 8,195.00	\$ 14,641.00	\$ 7,364.00	\$ 12,428.00	\$ 6,900.00	
7	225 KVA PAD MOUNT 3PH 120/208Y	\$ 10,599.00	\$ 17,895.00	\$ 8,395.00	\$ 15,228.00	\$ 8,750.00	
8	225 KVA PAD MOUNT 3PH 277/480Y	\$ 9,896.00	\$ 17,895.00	\$ 8,526.00	\$ 15,420.00	\$ 8,450.00	
9	300 KVA PAD MOUNT 3PH 120/208Y	\$ 11,078.00	\$ 20,250.00	\$ 9,715.00	\$ 18,469.00	\$ 9,100.00	
10	300 KVA PAD MOUNT 3PH 277/480Y	\$ 11,605.00	\$ 20,111.00	\$ 9,422.00	\$ 17,812.00	\$ 9,235.00	
11	500 KVA PAD MOUNT 3PH 120/208Y	\$ 15,702.00	\$ 23,940.00	\$ 12,960.00	\$ 25,730.00	\$ 11,790.00	
12	500 KVA PAD MOUNT 3PH 277/480Y	\$ 13,930.00	\$ 27,448.00	\$ 13,278.00	\$ 26,444.00	\$ 11,250.00	
13	750 KVA PAD MOUNT 3PH 120/208Y	\$ 25,345.00	\$ 43,651.00	\$ 19,157.00	\$ 37,303.00	\$ 16,500.00	
14	750 KVA PAD MOUNT 3PH 277/480Y	\$ 25,306.00	\$ 39,566.00	\$ 15,807.00	\$ 33,103.00	\$ 14,580.00	
15	1000 KVA PAD MOUNT 3PH 120/208Y	\$ 28,194.00	\$ 49,762.00	\$ 24,764.00	\$ 47,888.00	\$ 20,900.00	
16	1000 KVA PAD MOUNT 3PH 277/480Y	\$ 28,511.00	\$ 45,753.00	\$ 19,077.00	\$ 39,687.00	\$ 19,500.00	
17	1500 KVA PAD MOUNT 3PH 120/208Y	\$ 29,167.00	\$ 60,697.00	\$ 25,661.00	\$ 55,681.00	\$ 23,500.00	
18	2000 KVA PAD MOUNT 3PH 277/480Y			\$ 32,551.00	\$ 72,135.00	\$ 28,500.00	
19	2500 KVA PAD MOUNT 3PH 277/480Y			\$ 41,737.00	\$ 88,733.00	\$ 32,000.00	

Notes:

If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
 Any equipment received that does not meet spec will be returned at cost of supplier.
 Bid from AECI not evaluated due to failure to list deviations from spec on bid form. Several line items were discovered to fail to meet dimension requirements
 Recommended Low Bidder for item 1-10, 12-19 to Techline quoting Howard
 Recommended Low Bidder for item 11 to Irby quoting Central Moloney

11/25/2019

X:\Engineering\Specs - Procurement\Padmount Transformer - Three Phase\Bid Eval\BID 19-67 - 2020 Q1-Q2 Formal Bid Eval - 3PH XFMR

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE
CITY CLERK TO EXTEND THE BID AWARD
AGREEMENT WITH TECHLINE FOR THE PURCHASE
OF THREE PHASE TRANSFORMERS 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 extend the bid award agreement with Techline for the purchase of three phase transformers for the remainder of 2020.

Section 2: Because Techline currently holds the contract for this item which was awarded through bid and because the City is requesting that the contract be extended at the previously bid prices in order to continue with uninterrupted service to facilitate completion of projects currently underway, 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		
X	Ordinance		
	Resolution		
	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Ordinance approving a waiver of bid to extend pricing from Bid Award IFB 19-68 for pole mounted transformers for the remainder of 2020, for American Electric and Techline as shown on attached break down.

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



REQUEST FOR WAIVER OF BID

Date	<u>7/14/2020</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Pole Mounted Transformers</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Techline & American Electric Cooperative</u>		
	<u>9609 Beck Circle; 1 Cooperative Way</u>		
	<u>Austin, TX 78758; Little Rock, AR 72209</u>		
Amount:	Base Amount:	<u></u>	
	Tax:	<u></u>	
	*Other:	<u></u>	
	TOTAL	\$ <u>-</u>	
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
With the current volatility the Warehouse is seeing in lead times and prices, we approached the awarded bidders of our high volume of use transformers (pole mounted, 1ph, 3ph) and inquired as to whether or not they would hold their current lead time/pricing for the entire year, as submitted in their IFB-19-66, IFB-19-67, and IFB-19-68 bid submissions. The suppliers agreed to hold lead times and pricing as originally submitted, until December 31, 2020. This will save the City money and time when reordering the various transformers; 2021 contracts will be bid later this year.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: July 14, 2020

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

**RE: Waiver of Bid - Double Bushing Pole Mount
transformer – Original Bid IFB 19-68**

With the current volatility the Warehouse is seeing in lead times and prices, we approached the awarded bidders of our high volume of use transformers (pole mounted, 1ph, 3ph) and inquired as to whether or not they would hold their current lead time/pricing for the entire year, as submitted in their IFB-19-66, IFB-19-67, and IFB-19-68 bid submissions.

For the pole-mounted transformers, the suppliers of BEUD's highest use transformers (Techline and American Electric Cooperative) agreed to hold lead times and pricing as originally submitted, until December 31, 2020. This will save the City money and time when reordering the various transformers; 2021 contracts will be bid later this year.

Approval of this request will extend the IFB-19-68 Bid Awards to Techline and American Electric Cooperative, originally approved during the December 10, 2019 City Council Meeting, through December 31, 2020.

Bid Tabulation
Formal Bid # 19-68
Single Phase Pole Mount Transformers

Item	Transformer Description	Irby		Power Partners		Wesco		Techline		AECI	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	10KVA 120/240V	\$ 853.00	\$ 1,405.00	\$ 696.00	\$ 1,252.00	\$ 664.00		\$ 665.00	\$ 1,179.00	\$ 660.00	\$ 1,250.00
2	15KVA 120/240V	\$ 913.00	\$ 1,630.00	\$ 725.00	\$ 1,487.00	\$ 762.00		\$ 763.00	\$ 1,455.00	\$ 730.00	\$ 1,502.00
3	15KVA 277/480V	\$ 916.00	\$ 1,636.00	\$ 734.00	\$ 1,496.00	\$ 840.00		\$ 833.00	\$ 1,555.00	\$ 770.00	\$ 1,484.00
4	25KVA 120/240V	\$ 1,081.00	\$ 2,063.00	\$ 806.00	\$ 1,927.00	\$ 958.00		\$ 959.00	\$ 1,997.00	\$ 912.00	\$ 2,004.00
5	25KVA 240/480V	\$ 1,085.00	\$ 2,119.00	\$ 808.00	\$ 1,884.00	\$ 1,038.00		\$ 1,029.00	\$ 2,095.00	\$ 917.00	\$ 2,004.00
6	25KVA 277/480V	\$ 1,085.00	\$ 2,119.00	\$ 808.00	\$ 1,911.00	\$ 920.00		\$ 912.00	\$ 1,986.00	\$ 932.00	\$ 1,994.00
7	37.5KVA 120/240V	\$ 1,222.00	\$ 2,648.00	\$ 1,024.00	\$ 2,510.00	\$ 1,357.00		\$ 1,350.00	\$ 2,816.00	\$ 1,045.00	\$ 2,543.00
8	50KVA 120/240V	\$ 1,375.00	\$ 3,153.00	\$ 1,192.00	\$ 3,080.00	\$ 1,384.00		\$ 1,383.00	\$ 3,113.00	\$ 1,215.00	\$ 3,071.00
9	50KVA 277/480V	\$ 1,577.00	\$ 3,153.00	\$ 1,352.00	\$ 3,048.00	\$ 1,487.00		\$ 1,473.00	\$ 3,201.00	\$ 1,180.00	\$ 3,058.00
10	75KVA 120/240V	\$ 2,266.00	\$ 4,190.00	\$ 1,837.00	\$ 4,119.00	\$ 2,037.00		\$ 2,017.00	\$ 4,511.00	\$ 1,882.00	\$ 4,320.00
11	75KVA 277/480V	\$ 2,162.00	\$ 4,006.00	\$ 1,697.00	\$ 4,003.00	\$ 1,887.00		\$ 1,869.00	\$ 4,369.00	\$ 1,807.00	\$ 4,200.00
12	100KVA 120/240V	\$ 2,647.00	\$ 5,165.00	\$ 2,430.00	\$ 5,560.00	\$ 2,860.00		\$ 2,831.00	\$ 5,947.00	\$ 2,160.00	\$ 5,290.00
13	100KVA 277/480V	\$ 2,450.00	\$ 4,852.00	\$ 2,478.00	\$ 5,400.00	\$ 2,333.00		\$ 2,310.00	\$ 5,392.00	\$ 2,010.00	\$ 5,146.00
14	167KVA 120/240V	\$ 4,135.00	\$ 7,371.00	\$ 3,468.00	\$ 8,140.00	\$ 4,129.00		\$ 4,085.00	\$ 8,565.00	\$ 3,350.00	\$ 8,140.00
15	250KVA 120/240V	\$ 4,763.00	\$ 10,891.00	\$ 5,164.00	\$ 11,892.00	\$ 6,196.00		\$ 6,070.00	\$ 12,172.00	\$ 4,950.00	\$ 11,208.00
16	250KVA 277/480V	\$ 4,589.00	\$ 10,161.00	\$ 5,039.00	\$ 11,395.00	\$ 4,730.00		\$ 4,633.00	\$ 10,675.00	\$ 4,770.00	\$ 11,220.00

Notes:

If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
Any equipment received that does not meet spec. will be returned at cost of supplier.
WESCO / Howard was not evaluated due to escalation clause on pricing
Recommended low bidder for item 1-2 to Techline quoting Howard
Recommended low bidder for item 3,8 to AECI quoting ERMCO
Recommended low bidder for item 4-7, 10-11 to Techline quoting Power Partners
Recommended low bidder for item 9, 12-16 to Irby quoting Central Moloney

11/25/2019

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXTEND THE BID AWARD AGREEMENTS WITH AMERICAN ELECTRIC AND TECHLINE FOR THE PURCHASE OF POLE MOUNTED TRANSFORMERS 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 extend the bid award agreements with American Electric and Techline for the purchase of pad mounted transformers for the remainder of 2020.

Section 2: Because American Electric and Techline currently hold the contracts for this item which was awarded through bid and because the City is requesting that the contract be extended at the previously bid prices in order to continue with uninterrupted service to facilitate completion of projects currently underway, 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	
X	Resolution	
	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

July 14, 2020

Submitted by:

Travis Matlock

Department

Electric

Phone

271-5941

ACTION REQUIRED:

Resolution authorizing the Mayor and City Clerk to enter into a Master Development Agreement with Walmart Inc. related to the Global Home Office project. This agreement will outline general concepts and a willingness to work together related to the Global Home Office project. The parties anticipate that further agreements related to specific portions of the project will come to the Council in the form of addendums to this Master Development Agreement.

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



MASTER DEVELOPMENT AGREEMENT
Global Home Office Project

This MASTER DEVELOPMENT AGREEMENT (this "Master Development Agreement") is made as of the ____ day of July 2020 (the "Effective Date"), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 117 West Central, Bentonville, Arkansas 72712 (the "City") and WALMART INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 ("Walmart"). The City and Walmart shall collectively be referred to herein as the "Parties" and singularly a "Party."

W I T N E S S E T H

WHEREAS, Walmart is the owner of certain real property in the City of Bentonville, County of Benton, State of Arkansas, as generally depicted on Exhibit "A" attached hereto and made a part hereof (the "Global Home Office Property");

WHEREAS, the City is the owner or anticipated future owner of certain real property, rights of way and easements in and around the Global Home Office Property (the "City Property");

WHEREAS, Walmart desires to develop the Global Home Office Property for use as Walmart's global home office, which development may include public improvements desired, preferred or required by the City to be made, maintained or funded by Walmart to or upon the Global Home Office Property and the City Property (collectively the "Global Home Office Project");

WHEREAS, the City has determined that anticipated public improvements may be desired, preferred or required to be made, maintained or funded by Walmart in the Global Home Office Project which will provide material and long term financial and economic benefits to the City, efficiencies in the operations and delivery of the City services to residents, increased health, safety and general welfare of the City's residents, improved aesthetic value of the City Property and increased quality of life for the City's residents, and that these benefits will exist independent and separate from Walmart's intended development and use of the Global Home Office Project;

WHEREAS, the Parties acknowledge and agree that due to the substantial scope, size, cost and complexities of the Global Home Office Project, substantial investment of Walmart in the Global Home Office Property and improvements to the City Property which may be desired, preferred or required by the City, and long term benefits to be provided to the City, certain zoning, building and development ordinances, codes and processes of the City (collectively "Development Ordinances and Processes") are not designed or contemplate the development of a project similar to the Global Home Office Project and, as a result, such Development Ordinances and Processes may need to be modified, amended or supplemented, in a form acceptable to Walmart and the City, to efficiently provide for the development of the Global Home Office Project;

WHEREAS, the Parties acknowledge and agree that due to the substantial scope, size, cost and complexities of the Global Home Office Project, substantial investment of Walmart in the Global Home Office Property and improvements to the City Property which may be desired, preferred or required by the City, and long term benefits to be provided to the City (i) certain permitting, impact, filing and other fees charged by the City, excluding any reinspection fees and costs of required payment or performance bonds (collectively "Development Fees") should account for and provide credit to Walmart, to the extent allowed by Law, for public improvements to be made, maintained or funded by Walmart to or upon the Global Home Office Property and the City Property, and (ii) certain ordinances and codes of the City regarding permitting, impact, filing and other fees charged by the City (collectively "Development Fee Ordinances") may need to be modified, amended or supplemented, in a form acceptable to Walmart and the City, to account for and provide credit to Walmart, to the extent allowed by Law, for public improvements to be made, maintained or funded by Walmart to or upon the Global Home Office Property and the City Property; and

WHEREAS, the Parties desire to enter into this Master Development Agreement to set forth their mutual responsibilities, obligations and understandings herein.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Master Development Agreement and Addendums. The Parties acknowledge and agree that the Global Home Office Project will be developed by Walmart in phases and that certain phases, or portion of such phases, which involve the City may be subject to and further identified in separate addendums to this Master Development Agreement, as such addendums may hereinafter be entered into between the City, Walmart and such other third parties as the Parties deem necessary (each an "Addendum" and collectively "Addendums"). Each Addendum shall be subject to the terms of this Master Development Agreement unless otherwise stated in the Addendum. This Master Development Agreement and each Addendum are referred to herein as the "Global Home Office Master Development Agreement", and along with all plats, planned unit development plats and filings, covenants, restrictions, right of way grants, conveyances, easements, maintenance agreements, use agreements, land use plans and related final submissions made by Walmart and approved by the City regarding the Global Home Office Project, including any amendments or modifications thereto, are collectively referred to herein as the "Global Home Office Project Documents".

2. Development Ordinances and Processes. The Parties shall in good faith identify Development Ordinances and Processes which adversely affect the efficiency of the development and construction of the Global Home Office Project. The Parties shall in good faith cooperate with attempts to modify, amend or supplement such identified Development Ordinances and Processes in a form acceptable to Walmart and the City, in order to provide for the efficient development of the Global Home Office Project. The Parties agree that such modifications, amendments or supplements to Development Ordinances and Processes, to the extent required by Law, may be in a form as mutually agreed by the Parties, including adoption of a specific ordinance of the City regarding certain Development Ordinances and Processes,

adoption of the Global Home Office Master Development Agreement by ordinance of the City, adoption of the Master Development Agreement and any amendments thereto by ordinance of the City, or adoption of any Addendum by ordinance of the City. Nothing herein shall be construed to obligate the City, or City's officials, employees or agents, to agree to any specific modification, amendment or supplements to Development Ordinances and Processes.

3. Development Fees. To the extent allowed by Law and agreed to by the Parties, the City shall (i) account for and provide Walmart credit towards Development Fees for public improvements to be made, maintained or funded by Walmart to or upon the Global Home Office Property and the City Property, and (ii) attempt to modify, amend or supplement Development Fee Ordinances, in a form acceptable to Walmart and the City, as necessary to account for and provide credit to Walmart for public improvements to be made, maintained or funded by Walmart to or upon the Global Home Office Property and the City Property.

4. No Implied Obligation. It is expressly agreed that nothing contained in this Master Development Agreement shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Global Home Office Property.

5. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested and postage prepaid, or reputable overnight delivery service with proof of delivery, addressed as follows:

If to the City:	City of Bentonville Mayor Stephanie Orman City of Bentonville 117 West Central Bentonville, Arkansas 72712
With a copy to:	Camille Thompson City Attorney City of Bentonville 117 West Central Bentonville, Arkansas 72712
If to Walmart:	Walmart Stores, Inc. 2001 S.E. 10 th Street Bentonville, Arkansas 72716 Attn: Brian Hooper Vice President of Corporate Real Estate and Facilities
With a copy to:	Kutak Rock, LLP 234 E. Millsap, Suite 200 Fayetteville, Arkansas 72703 Attn: Terry W. Pool

Notice shall be deemed to have been given upon receipt. Refusal of delivery for any reason shall be deemed receipt.

6. Modification. No modification of this Master Development Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by the Parties.

7. No Partnership and Third Party Rights. This Master Development Agreement does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to “partners” or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship. Nothing in the Global Home Office Project Documents is intended, or shall be deemed, to confer any rights upon any person who is not a party to thereto.

8. Non-Exclusive, No-Bid and Independent Contractor. Walmart may cause the work on the Global Home Office Project to be performed on an exclusive, or non-exclusive basis. To the fullest extent provided by Law and as further agreed to between the City and Walmart in any Addendum, Walmart shall be entitled to perform work on the Global Home Office Project, including but not limited to any work on the public improvements to the Global Home Office Property and the City Property without the obligation for public bidding. Walmart retains the right to contract with others in the business of providing work on the Global Home Office Project as Walmart determines from time to time and may assign work to others for the Global Home Office Project as Walmart determines in Walmart’s sole discretion, provided such work may only be performed by such persons or entities which are properly licensed or certified to perform such work in the State of Arkansas. Walmart and the City enter into this Master Development Agreement and any Global Home Office Project Documents as independent contractors and at arms’ length. Neither Walmart nor the City has the right, and shall not seek, to exercise any control over the other party, its employees, or its agents. Each Party shall be solely responsible for hiring, firing, promoting, demoting, rates of pay, benefits, and other terms and conditions in regard to its own employees. Neither the City nor any of the City’s employees or agents may be considered Walmart’s agents or employees for any purpose and have no authority to act or purport to act on Walmart’s behalf. Neither the City nor its employees or agents are entitled to receive any benefits, including, but not limited to, salary, vacation pay, sick leave, retirement benefits, social security, workers’ compensation, health, disability, unemployment, and stock options, that Walmart may provide to its employees.

9. Successors and Assigns. Walmart and the City respectively bind themselves, their partners, successors and assigns to the other party hereto and to the partners, successors and assigns to such other party in respect to the covenants, agreements and obligations contained herein. Neither party to this Master Development Agreement shall assign this Master Development Agreement, in whole or in part, without the written consent of the other party, except that Walmart may conditionally assign the Global Home Office Project Documents, in whole or in part, to any lender to Walmart or the Global Home Office Project (*i.e.*, contingent on Walmart’s default under the applicable loan documents) and may assign the Global Home Office

Project Documents, in whole or in part to any parent, subsidiary or affiliate of Walmart or any successor in interest to Walmart by virtue of a merger, acquisition or otherwise. The City hereby agrees to execute any and all documents which may be reasonably requested by any construction or permanent lender, including the assignment of the Global Home Office Project Documents, in whole or in part, and the City shall be bound thereby. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all of its obligations under this Master Development Agreement. Notwithstanding any of the other provisions of this Master Development Agreement or other Global Home Office Project Documents, Walmart may sell, lease, transfer or assign Walmart's interest in all or any portion of the Global Home Office Property or rights under, in whole or in part, the Global Home Office Project Documents, without the consent of the City, provided such sale, lease, transfer or assignment shall not relieve Walmart from the obligations under the Global Home Office Project Documents.

10. Business Days. The term "Business Days" shall mean a day which is not a Saturday, Sunday, or holiday recognized in the State of Arkansas.

11. No Public Dedication. Except to the extent expressly set forth in the Global Home Office Project Documents or as otherwise agreed by the Parties, no portion of the Global Home Office Property is hereby, or deemed to be, dedicated to the City, or otherwise dedicated for public use.

12. Choice of Law; Forum. This Master Development Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated Benton County, Arkansas. The term "Law" as used herein shall include the laws of the State of Arkansas.

13. Incorporation of Recitals, Addendum and Exhibits. The recitals set forth above, the future Addendums referred to herein and the exhibits attached hereto are hereby incorporated herein by reference as if set forth in full in the body of this Master Development Agreement.

14. Counterparts. This Master Development Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement. Any counterpart delivered by, or on behalf of, either party hereto by fax transmission or other electronic delivery of an image file reflecting the execution thereof: (1) may be relied on by the other party as if the document were a manually signed original, and (2) will be binding on the signing party.

15. Waiver. The City and Walmart waive all claims against each other for consequential damages arising out of or relating to the Global Home Office Master Development Agreement. This mutual waiver includes damages incurred by a Party for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of all or any part of the Global Home Office Master Development Agreement.

16. Mutual Cooperation. The Parties agree that the purpose of this Master Development Agreement is to provide for an efficient development of the Global Home Office Project. The Parties shall and shall cause their respective, employees, subsidiaries, affiliates, subcontractors and consultants providing work or otherwise involved in the Global Home Office Project to cooperate with each other in connection with the Global Home Office Project to provide for the most efficient development of the Global Home Office Project.

17. Prevailing Party. In the event of any action or proceeding brought by either party against the other under the Global Home Office Master Development Agreement, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

18. Enforceability. If any term, covenant or condition of the Global Home Office Master Development Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the Global Home Office Master Development Agreement, or the application of such terms, covenants or conditions to persons or circumstances, other than those as to which are held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant or condition of the Global Home Office Master Development Agreement shall be valid and enforced to the fullest extent permitted by law.

19. Headings. Article, section and paragraph headings are for convenience only and may not be construed as part of the Master Development Agreement, any Addendums, or as a limitation on the scope of the particular sections.

20. Open Records (FOIA) Requests. In the event the City receives a request under the Arkansas Freedom of Information Act of 1967, or other similar federal or state laws ("FOIA Laws"), for records regarding the Global Home Office Project Documents, prior to the City's disclosure of any records the City shall promptly notify Walmart of such request to provide Walmart an opportunity to obtain a court order or applicable exemption to such disclosure, provided in the event there is no reasonable exemption applicable to the requested records under FOIA Laws and the requested records are not in active use or storage, the City may release such records and promptly provide notice to Walmart of such release and identification of the requesting party. In no event shall the City disclose records which are protected or exempt from disclosure under applicable FOIA Laws. Notwithstanding any terms or conditions herein, the City, and the City's officials, employees, and agents, shall have no liability for a release of records if there was a reasonable belief at the time of such release that the release was required by Law.

21. No Public Disclosures. Other than those typically made in the development process, the City shall not issue or make any public statements, press releases or hold any press conferences regarding the Global Home Office Project, unless (i) prior written consent is provided by Walmart, or (ii) required by Law, and only to the extent required by Law.

22. Entire Agreement. This Master Development Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Master Development Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Master Development Agreement is the result of good faith arm's length negotiations. ANY REPRESENTATION OF A PARTY'S AGENTS OR ANY THIRD PARTY WHICH IS NOT INCORPORATED IN THIS MASTER DEVELOPMENT AGREEMENT SHALL NOT BE BINDING UPON A PARTY AND SHOULD BE CONSIDERED AS UNAUTHORIZED. This Master Development Agreement shall not be amended or added to in any way except by written instruments executed by both Parties and their respective successors in interest.

23. Approval by City Council. The City's entry into this Agreement is subject to the approval by the Bentonville City Council.

[Signature Page Follows]

IN WITNESS WHEREOF, this Master Development Agreement has been executed on the date above written.

CITY:

CITY OF BENTONVILLE,
ARKANSAS

By: _____
Name: _____
Title: _____

WALMART:

WALMART INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"

GLOBAL HOME OFFICE PROPERTY



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO A MASTER DEVELOPMENT
AGREEMENT WITH WALMART INC. RELATED TO THE
GLOBAL HOME OFFICE PROJECT.**

**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 Master Development Agreement with Wal-Mart Inc. related to the Global Home Office Project, as set forth in the Exhibit "A" attached hereto.

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

ORDINANCE NO.____

AN ORDINANCE BY THE CITY OF BENTONVILLE, ARKANSAS REGARDING THE USE OF MASKS IN RELATION TO THE COVID-19 PANDEMIC.

WHEREAS, An outbreak of COVID-19 (coronavirus) has resulted in an ongoing global pandemic; and

WHEREAS, On June 18, 2020, Executive Order 20-37 declared that the emergency declared pursuant to Executive Order 20-03 and its amendments was terminated and that the public health and disaster emergency and declaration of the State of Arkansas as a disaster area resulting from the state-wide impact of Covid-19 was declared anew and would be effective for sixty (60) days unless renewed; and

WHEREAS, On June 19, 2020, the Arkansas Department of Health (ADH), released guidance regarding the use of face masks/coverings by the general public which asserts that ample evidence exists to support the efficacy of wearing face masks to prevent the transmission of Covid-19 including a World Health Organization (WHO) funded study; and

WHEREAS, the afore-mentioned ADH guidance on masks recommends that the general public should wear face coverings in ALL indoor environments where they are exposed to non-household members and distancing of 6 feet or more cannot be assured. This includes, but is not limited to, workplaces, retail stores, businesses, places of worship, courtrooms, jails/prisons, schools, healthcare facilities, and other people's homes; and

WHEREAS, the afore-mentioned ADH guidance recommends that the general public should also wear face coverings in ALL outdoor settings where there is exposure to non-household members, unless there exists ample space of 6 feet or more to practice physical distancing; and

WHEREAS, Arkansas Governor Asa Hutchinson supports and encourages the usage of facial coverings in an effort to curb the spread of Covid-19; and

WHEREAS, the United States Supreme Court has long recognized state and local control over the spread of infection diseases and gave broad leeway in responding to these threats in *Jacobson v. Massachusetts*, 197 U.S. 11 (1905); and

WHEREAS, the Centers for Disease Control and Prevention (CDC) encourages the use of cloth face coverings to curb the spread of Covid-19; and

WHEREAS, individuals infected with Covid-19 are often asymptomatic and may transmit the virus; and

WHEREAS, the health of employees and patrons of reopened businesses is directly threatened by individuals who enter such establishments without a facial covering.

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

Section 1: Upon consultation with the ADH and the Governor's Office, the City of Bentonville, Arkansas requires the usage of facial coverings according to ADH guidance in an effort to help curb the spread of Covid-19, in particular to protect the most vulnerable members of our community, as well as to ensure that the hard won progress made by the citizens of Arkansas in reopening our shared economy is preserved. In accordance with ADH guidelines and the Americans with Disability Act, reasonable accommodation will be considered with regard to those having health conditions in conflict with the general requirement.

Section 2: The City of Bentonville, Arkansas has hereby determined that local law enforcement and other city officials and employees will act in a support capacity to local businesses that wish to enforce the use of masks upon their premises. Law enforcement, and other City officials and employees, acting in such a support capacity, shall inform and encourage members of the public who decline to wear facial coverings regarding the efficacy of wearing such coverings according to the ADH guidance on facial coverings released on June 19, 2020. Law enforcement and other City officials and employees may additionally act in a support capacity to local businesses by informing individuals who decline to comply with the facial covering requirement of any local business that the individual must abide by that requirement or leave the premises.

Section 3: This ordinance shall not be applicable to outdoor recreational activities.

Section 4: The Mayor is hereby directed to have City staff print and mail this ordinance to all businesses within the municipal limits that can be reasonably identified as soon as practical, for display in a prominent area of the business or on the primary entrance way.

Section 5: This requirement imposed by this ordinance shall expire if the Governor of Arkansas ends the emergency declared related to COVID-19 or allows the state of emergency related thereto to expire. This requirement will also expire on December 31, 2020 unless extended by the Council.

Section 6: An emergency is declared to exist, and because of the need for immediate response to the COVID-19 pandemic, this ordinance shall go into effect immediately upon passage. The emergency factors considered in declaring an emergency is the infectious rate of COVID-19, the rapid use of protective equipment across all sectors, the fatality rate, and the fatality rate if the virus is left unchecked. Therefore, an emergency is declared.

PASSED AND APPROVED THIS _____ DAY OF JULY, 2020.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
City Clerk