Revised Agenda:
Item 19 for date in memo and agreement.

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.

Regular City Council Meeting — **Tuesday, February 23, 2021 6:00 p.m.**
Bentonville Community Center — **1101 Southwest Citizens Circle**
BCC Community Rooms

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on February 23, 2021:**
https://us02web.zoom.us/webinar/register/WN_9z-_Sj83R3yPVHqPYqnG4g

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: February 9, 2021

AGENDA

1. Information - Update on water loss issue and efforts to correct. Preston Newbill to present. **(Page 5)**

2. An Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Trailblazer Annexation) **(Pages 6-41)**

3. A resolution to support the installation of artwork titled "This is Your Public Library: A Community Collage" outside of the Bentonville Public Library at 405 S. Main Street. The artwork is a companion piece to the previously approved "This is Your Public Library." The individual pieces of artwork are displayed in-full in a collage with overlapping pieces to reflect the woven pattern of the original artwork displayed inside the library. The artwork was funded by a grant from the Walton Family Foundation in association with the Library Needs Assessment Study. There is no cost to the city. Memo and proposal attached. **(Pages 42-47)**

4. Requesting approval of a resolution to authorize payment to Northwest Arkansas Regional Planning Commission for the 2021 Membership Fee. **(Pages 48-51)**

5. Public hearing and ordinance vacating Street Right of Way requested for 203 SE Martin Luthur King, Lot 5 of Bentonville Industrial Park (VAC20-0036). **(Pages 52-56)**

6. Resolution setting a public hearing for March 9, 2021 for multiple Drainage and Utility Easement Vacations requested for Walmart Layout Center Subdivision. **(Pages 57-76)**

7. Resolution setting a public hearing for March 9, 2021 for a Street Right of Way Vacation requested for 700 SW 16th Street, Lot 5 of the Northwest Prairie Add. (VAC20-0031). **(Pages 77-79)**

8. Bid award to Henard Utility Products, Inc. for the purchase of a (1) Regenerative Air Sweeper. (Street Sweeper) **(Pages 80-132)**

9. Ordinance approving a waiver of competitive bidding to purchase (18) Edge 2-2n video processors from Temple Inc., which is a sole source provider of this equipment, used in the City's traffic signals. **(Pages 133-138)**

10. Change Order and Final Payment for ARDOT 090473 – Hwy. 102 SW I St. Inters. Impvts. (Bentonville) (S). This Reconciliation Change Order includes Change Orders 3 and 4 thus reducing the overall contract by $5,011.65 and adding 290 additional days to the project. **(Pages 139-151)**

11a. Resolution approving Work Order Number Eleven (11) in the amount of $41,500.00 with Garver, LLC, for the engineering design and bidding of Hangar Apron, Taxi Lane and Utility Infrastructure Improvements Corridor Number Two on the West Side of the Bentonville Municipal Airport. It is anticipated that the cost of this work order will be reimbursed to the City from proceeds of a grant or grants from the Arkansas Division of Aeronautics (ADA). **(Pages 152-174)**

11b. Budget Adjustment for Work Order Number Eleven (11) in the amount of $41,500.00 with Garver, LLC, for the engineering design and bidding of Hangar Apron, Taxi Lane and Utility Infrastructure Improvements Corridor Number Two on the West Side of the Bentonville Municipal Airport. It is anticipated that the cost of this work order will be reimbursed to the City from proceeds of a grant or grants from the Arkansas Division of Aeronautics (ADA). **(Pages 175-177)**

12. Bid Award to APAC Central, Inc., for the Construction of Water Tower Road Phase 1. **(Pages 178-184)**

13. Resolution expressing the support of the City of Bentonville for the Arkansas State Highway Commission's designation of State Highway 549 (Future I-49/Bella Vista Bypass) as a State Scenic Byway. **(Pages 185-191)**

14. Bid Award to Pinnacle Emergency Vehicles, LLC through the participation in the HGAC Cooperative (Co-op) contract, AM10-20 to purchase two Braun Ambulances in the amount of $569,506.00. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the AM10-20, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2021 budget. **(Pages 192-196)**

15. Ordinance requesting City Council approve a waiver of bid to Unmanned Vehicle Technology in the amount of $35,356.27 for the purchase of a drone for the fire department. **(Pages 197-205)**

16. Ordinance asking for a waiver of bid to purchase four portable ventilators from ZOLL Medical Corporation in the amount of $67,291.22 including taxes. **(Pages 206-213)**

17. Ordinance approving a Waiver of bid to purchase a Lifepak 15 from Stryker Medical in the amount of $38,224.04 including taxes. Styker Medical is the sole source vendor for Physio Control Lifepak 15 heart monitors. This purchase will replace a Lifepak 12 that has reached its life expectancy, and Styker will give us $3,000.00 trade-in for the monitor. **(Pages 214-222)**

18. Ordinance approving a waiver of bid to Challenger Sports Co. for providing soccer camp services for Bentonville Parks and Recreation. **(Pages 223-252)**

19. Ordinance approving a waiver of bid to Downtown Bentonville Inc. and authorizing the Mayor and City Clerk to enter into an agreement for services. **(Pages 253-260)**

20. Resolution to enter into an agreement with 1st Employment Staffing to provide temporary staffing services for City Departments per the attached Contract. The Contract with 1st Employment will be for one year, renewable annually for a maximum term of three years. The City issued a Request for Qualifications (RFQ-20-72) with the intent to award a contract for temporary staffing services to three agencies to help meet the City's needs for temporary staffing services. The Selection Committee for RFQ-72 evaluated submissions and selected 1st Employment Staffing as the top highest rated agency; Staffmark Group was selected as the second highest rated agency, and TEC Staffing was selected as the third highest rated agency (included as separate Agenda Items). The Contract with 1st Employment will be available for use by any City Department in need of

temporary staffing. 1st Employment will charge a 30.75% markup to the City's pay rate for temporary positions. **(Pages 261-299)**

21. Resolution to enter into an Agreement with Staffmark to provide temporary staffing services for City Departments per the attached Contract. The Contract with Staffmark will be for one year, renewable annually for a maximum term of three years. The City issued a Request for Qualifications (RFQ-20-72) with the intent to award a contract for temporary staffing services to three agencies to help meet the City's needs for temporary staffing services. The Selection Committee for RFQ-72 evaluated submissions and selected 1st Employment Staffing as the top highest rated agency; Staffmark Group was selected as the second highest rated agency, and TEC Staffing was selected as the third highest rated agency (separate Agenda Items). The Contract with Staffmark will be available for use by any City Department in need of temporary staffing. 1st Employment will charge a 30% markup to the City's pay rate for temporary positions. **(Pages 300-338)**

22. Resolution to enter into an Agreement with TEC Staffing to provide temporary staffing services for City Departments per the attached Contract. The Contract with TEC will be for one year, renewable annually for a maximum term of three years. The City issued a Request for Qualifications (RFQ-20-72) with the intent to award a contract for temporary staffing services to three agencies to help meet the City's needs for temporary staffing services. The Selection Committee for RFQ-72 evaluated submissions and selected 1st Employment Staffing as the top highest rated agency; Staffmark Group was selected as the second highest rated agency, and TEC Staffing was selected as the third highest rated agency (separate Agenda Items). The Contract with TEC will be available for use by any City Department in need of temporary staffing. TEC will charge a 30% markup to the City's pay rate for temporary positions. **(Pages 339-372)**

23. Resolution for City Council appro val to amend a contract with MSR Design in an amount not to exceed $7,000.00 for professional services related to Bentonville Public Library's Needs Assessment. **(Pages 373-395)**

24. Resolution amending the agreement with the Johanson Group (to provide a salary and benefits survey), to change the number of positions surveyed from 110 benchmark job titles to 160 benchmark job titles. **(Pages 396-402)**

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Water Department**
Submitted by	**Mike Bender, Preston Newbill**
Phone	**(479) 271-3140**

Item Type: (*Check All That Apply*)

☐ Budget Adjustment	☐ Change Order	☑ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Information - Update on water loss issue and efforts to correct. Preston Newbill to present.

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)*:

Agenda Item Form

Date of City Council Meeting	**February 23rd, 2021**
Department	**Administration**
Submitted by	**Jim Wheeless**
Phone	**(479) 271-5926**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Trailblazer Annexation)

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

ORDINANCE NO._____

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

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

WHEREAS, on the **14th** day of **January**, **2021**, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

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

Section 2. That the above described territory shall be annexed to and made a part of Ward _1_ of the City of Bentonville, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

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

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

PASSED AND APPROVED THIS _____ DAY OF February, 2021.

APPROVED:_____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

TRAILBLAZER ANNEXATION
Exhibit "A"

BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION INC_____18-07499-000
18-07500-000

Trail Blazer ANNEXATION
EXHIBIT "B"

Part of Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton
County, Arkansas, being described as follows:
Beginning at the Northwest Corner of the Northeast Quarter, of said Southwest Quarter;
Thence South 87°14'26" East a distance of 187.95';
Thence South 13°33'57" West a distance of 43.96 feet;
Thence South 03°21'22" East a distance of 106.83 feet;
Thence South 23°24'11" East a distance of 101.29 feet;
Thence South 19°18'19" East a distance of 196.13 feet;
Thence South 14°31'20" East a distance of 84.55 feet;
Thence South 18°05'36" East a distance of 86.85 feet;
Thence South 22°06'39" East a distance of 107.66 feet;
Thence South 24°07'04" East a distance of 197.97 feet;
Thence South 21°45'59" East a distance of 94.17 feet;
Thence South 14°59'44" East a distance of 7.50 feet;
Thence North 52°00'56" West a distance of 28.08 feet;
Thence North 60°07'06" West a distance of 195.49 feet;
Thence North 54°18'31" West a distance of 408.19 feet;
Thence North 54°13'08" West a distance of 291.86 feet;
Thence North 49°51'35" West a distance of 200.80 feet;
Thence North 55°25'30" West a distance of 650.36 feet;
Thence South 87°14'26" East a distance of 954.83' to the point of beginning.

AND

Part of the Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton County,
Arkansas, being described as follows:
Commencing at the Northwest Corner of the Northeast Quarter, of the Southwest Quarter;
Thence South 02°34'03" West a distance of 930.36 feet to the point of beginning.
Thence South 77°26'59" East a distance of 43.85 feet;
Thence South 53°30'11" East a distance of 394. 30 feet;
Thence South 31°09'57" East a distance of 209. 27 feet;
Thence South 74°40'14" East a distance of 39.80 feet;
Thence South 13°32'55" West a distance of 103.10 feet;

Thence South 17°46'54" West a distance of 23.87 feet;
Thence South 28°20'18" West a distance of 21.30 feet;
Thence South 42°19'23" West a distance of 37.90 feet;
Thence South 57°49'06" West a distance of 222.30 feet;
Thence South 63°52'34" West a distance of 63.26 feet;
Thence South 73°49'01" West a distance of 47.81 feet;
Thence South 78°31'16" West a distance of 153.10 feet;
Thence South 71°10'17" West a distance of 73.19 feet;
Thence South 57°13'22" West a distance of 94.88 feet;
Thence South 46°34'29" West a distance of 216.21 feet;
Thence South 32°15'43" West a distance of 69.95 feet;
Thence South 16°31'49" West a distance of 46.80 feet;
Thence South 03°29'02" West a distance of 305.19 feet;
Thence South 02°42'55" East a distance of 103.32 feet;
Thence South 06°52'08" East a distance of 166.39 feet;
Thence South 00°13'11" West a distance of 6.52 feet;
Thence North 87°22'51" West a distance of 185.54 feet;
Thence North 16°49'30" West a distance of 186.70 feet;
Thence North 44°10'56" West a distance of 81.56 feet;
Thence North 62°49'38" West a distance of 47.69 feet;
Thence North 20°01'44" West a distance of 128.14 feet;
Thence North 34°56'01" West a distance of 169.76 feet;
Thence North 49°04'55" West a distance of 235.20 feet;
Thence North 63°07'11" West a distance of 203.24 feet;
Thence North 48°25'36" West a distance of 89.67 feet;
Thence North 21°47'23" West a distance of 179.40 feet;
Thence North 79°39'55" West a distance of 36.11 feet;
Thence North 02°58'30" East a distance of 366.03 feet;
Thence South 87°22'12" East a distance of 601.11 feet;
Thence North 03°29'44" East a distance of 20.00 feet;
Thence South 87°22'15" East a distance of 704.71 feet;
Thence North 02°28'20" East a distance of 374.07 feet;
Thence South 77°26'59" East a distance of 19.64 feet to the point of beginning.

TRAIL BLAZER ANNEXATION
EXHIBIT "B"
(ROW To Be Maintained by Bentonville)

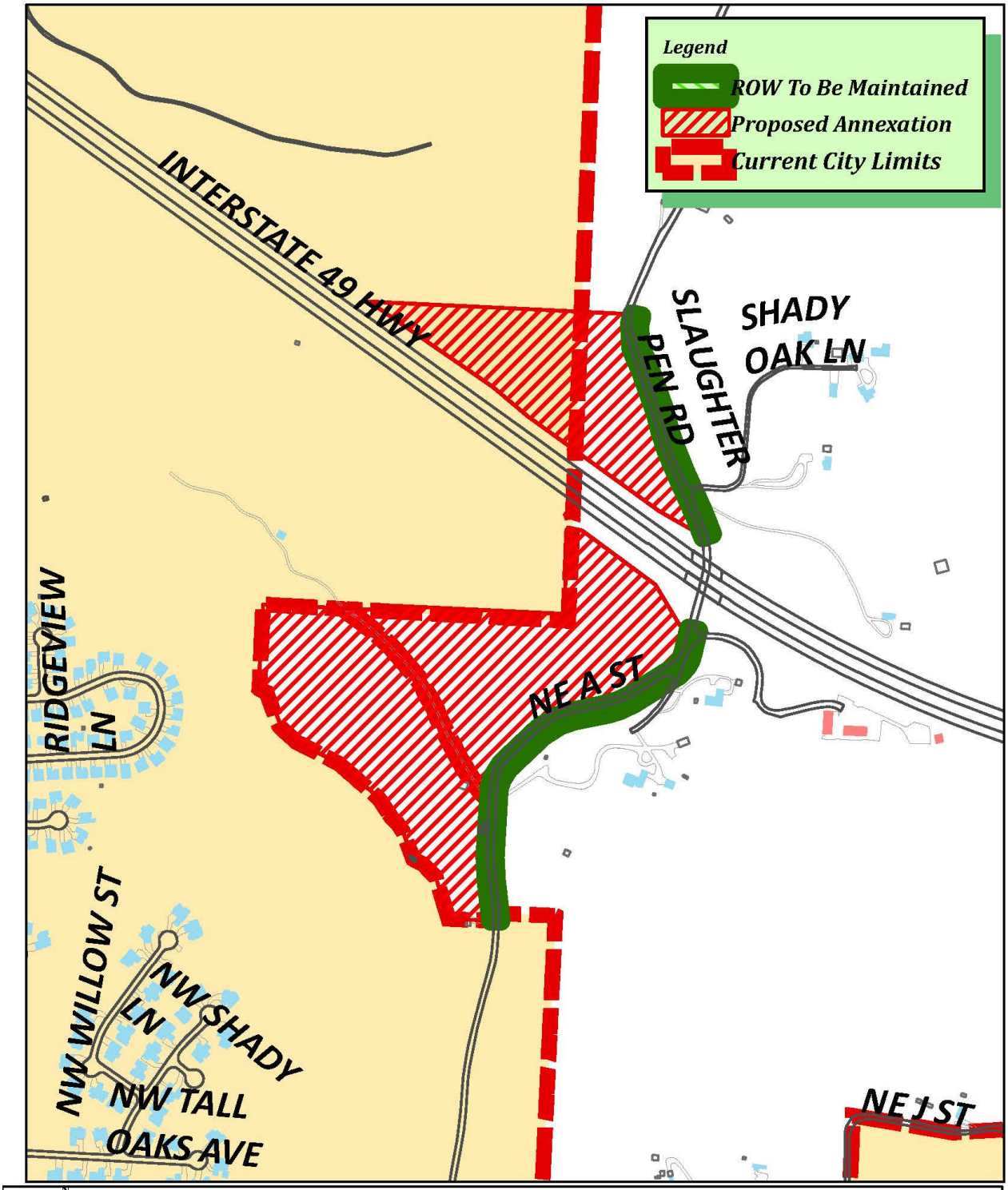
Part of Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton
County, Arkansas, being described as follows:
Commencing at the Northwest Corner of the Northeast Quarter, of said Southwest Quarter;
Thence South 87°14'26" East a distance of 187.95' to the point of beginning;
Thence S76°26'03"E, 40.00';
Thence S13°33'57"W, 38.01';
Thence S03°21'22"E, 93.81';
Thence S23°24'11"E, 95.65';
Thence S19°18'19"E, 199.23';
Thence S14°31'20"E, 84.97';
Thence S18°05'36"E, 84.20';
Thence S22°06'39"E, 105.56';
Thence S24°07'04"E, 198.26';
Thence S21°16'02"E, 102.62';
Thence S68°43'58"W, 40.00';
Thence N21°16'02"W, 101.62';
Thence N24°07'04"W, 197.97';
Thence N22°06'39"W, 107.66';
Thence N18°05'36"W, 86.85';
Thence N14°31'20"W, 84.55';
Thence N19°18'19"W, 196.13';
Thence N23°24'11"W, 101.29';
Thence N03°21'22"W, 106.83';
Thence N13°33'57"E, 43.96' to the point of beginning.

AND

Part of the Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton County,
Arkansas, being described as follows:
Commencing at the Northwest Corner of the Northeast Quarter, of the Southwest Quarter;
Thence South 02°34'03" West a distance of 930.36;
Thence South 77°26'59" East a distance of 43.85 feet;
Thence South 53°30'11" East a distance of 394. 30 feet;
Thence South 31°09'57" East a distance of 209. 27 feet;

Thence South 74°40'14" East a distance of 39.80 feet to the point of beginning;

Thence S76°27'05"E, 40.00';
Thence S13°32'55"W, 104.58';
Thence S17°46'54"W, 29.04';
Thence S28°20'20"W, 29.90';
Thence S42°19'22"W, 48.25';
Thence S57°49'06"W, 229.86';
Thence S63°52'34"W, 68.86';
Thence S73°49'01"W, 52.93';
Thence S78°31'16"W, 152.17';
Thence S71°10'17"W, 65.73';
Thence S57°13'22"W, 86.26';
Thence S46°34'29"W, 207.46';
Thence S32°15'43"W, 59.40';
Thence S16°31'49"W, 36.70';
Thence S03°29'02"W, 298.45';
Thence S02°42'55"E, 99.70';
Thence S06°52'08"E, 167.42';
Thence S00°13'19"W, 9.00';
Thence N89°46'41"W, 40.00';
Thence N00°13'19"E, 6.52';
Thence N06°52'08"W, 166.39';
Thence N02°42'55"W, 103.32';
Thence N03°29'02"E, 305.19';
Thence N16°31'49"E, 46.80';
Thence N32°15'43"E, 69.95';
Thence N46°34'29"E, 216.21';
Thence N57°13'22"E, 94.88';
Thence N71°10'17"E, 73.19';
Thence N78°31'16"E, 153.10';
Thence N73°49'01"E, 47.81';
Thence N63°52'34"E, 63.26';
Thence N57°49'06"E, 222.30';
Thence N42°19'22"E, 37.90';
Thence N28°20'20"E, 21.30';
Thence N17°46'54"E, 23.87';
Thence N13°32'55"E, 103.10' to the point of beginning.


Legend
ROW To Be Maintained
Proposed Annexation
Current City Limits
INTERSTATE 49 HWY
SLAUGHTER PEN RD
SHADY OAK LN
NE A ST
RIDGEVIEW LN
NW WILLOW ST
NW SHADY LN
NW TALL OAKS AVE
NE 1 ST
1 inch = 517 feet
EXHIBIT "B"
Trail Blazer Annexation

BENTON COUNTY RECEIVED JAN 25 2021

STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR
215 EAST CENTRAL, SUITE 217
BENTONVILLE, AR 72712-5373
479-271-1013
Fax: 479-271-1019

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

January 15, 2021

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

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

Dear Mayor Orman:

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

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

Please feel free to contact me if you have questions.

Sincerely,

[redacted]

BETSY HARRELL, County Clerk

enc

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

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

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

FILED

2021 JAN 14 PM 2:43

CATHY HARRELL
CIRCUIT/COUNTY CLERK
BENTON COUNTY, AR

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

COUNTY COURT CASE NO. CC 2021-01

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

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

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

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

[redacted] County Judge

1. 14. 2021
Date

2021 0324

FILED

2021 JAN 13 PM 3:31

CO & PROBATE CLERK
BENTON COUNTY, AR

Date: January 13, 2021
Subject: Proposed Annexation Checklist
CC 2021-01 Bentonville, AR

✓ (A) is in writing;

✓ (B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;

✓ (C) contains an accurate description of the relevant property or properties;

✓ (D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;

✓ (E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and

✓ (F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

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

[redacted]s.

[redacted]
Manager – GIS-Mapping Dept.
Benton County Assessor's Office
Phone: 479-271-1037, ext. 7004
Email: michael.million@bentoncountyar.gov

FILED

2021 JAN 13 PM 3:31

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

CC 2021-01

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

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

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

(A) is in writing;

(B) contains an attestation signed before a notary or notaries by the property owner or owners of the relevant property or properties confirming the desire to be annexed;

(C) contains an accurate description of the relevant property or properties;

(D) contains a letter or title opinion from a certified abstractor or title company verifying that the petitioners are all owners of record of the relevant property or properties;

(E) contains a letter or verification from a certified surveyor or engineer verifying that the relevant property or properties are contiguous with the annexing city or town and that no enclaves will be created if the property or properties are accepted by the city or town; and

(F) include a schedule of services of the annexing city or town that will be extended to the area within three (3) years after the date the annexation becomes final.

[redacted]
HON. BETSY HARRELL, County Clerk
[redacted]
HON. RODERICK GRIEVE, County Assessor

2021 JAN -8 P.M. 2:30

November 17th, 2020

Hon. Betsy Harrell, County Clerk
Benton County Administration Building
215 East Central
Bentonville, AR 72712

Re: Trail Blazer Annexation

Dear Mrs. Harrell:

This letter accompanies the voluntary annexation petition being filed today by me on behalf of the City of Bentonville. In addition to the petition, accompanying this letter, please find:

1) a copy of the Arkansas GIS Office approval of the legal description as provided for in § 14-40-101 of the Arkansas Code.
2) An exhibit prepared to show the legal description for road right-of-way that abuts the property proposed to be annexed.

Item 1) is not required by the 100% annexation statute, but does show up elsewhere in the Code so we thought it appropriate to provide it.

Item 2 is provided because the statue allows the County Judge to require road right-of-way abutting the annexed area be also annexed and we assume that the Judge will want to do that.

Sincerely,

[redacted]

Jim Wheeless, GIS Coordinator
City of Bentonville

enc

FILED
2021 JAN -8 PM 2:32

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

NO. CC 2021-01

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 10-30-2020

Come now the undersigned petitioners, and state as follows:

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

Refer to Exhibit "A"

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

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

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

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

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

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

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

2021 JAN -8 PM 2:32

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

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

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

2021 JAN -8 PM 2:32

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

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

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

[redacted]

Legal Representative of Property Owner, Petitioner

EXECUTIVE DIRECTOR

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

18-07500-000 & 18-07499-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

State of Arkansas)
) ss.
County of Benton)

On this the 30 day of October, 2020, before me, the undersigned officer, personally appeared R. ERIN RUSHING, known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[redacted]

NOTARY PUBLIC

My Commission Expires:

7-7-26

GINA NIDA
Notary Public-Arkansas
Benton County
My Commission Expires 07-07-2026
Commission # 12698299

FILED

2017 JAN -8 PM 2:32

BY
CO. CIRCUIT/CHANCERY CLERK
BENTON COUNTY, AR

BENTONVILLE/BELLA VISTA TRAILBLAZERS ASSOCIATION, INC.
d/b/a NWA TRAILBLAZERS

CERTIFICATE OF AUTHORITY

I, **Erin Rushing, Executive Director of Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers,** certify that pursuant to the Operating Agreement for **Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers, a State of Arkansas Corporation**, and by the express unanimous consent of its Members, I am duly authorized, as **Executive Director** , for and on behalf of said **Corporation,** to act as Buyer in connection with the transfer of title to the real estate by said **Corporation located at P.O. Box 2821, Bentonville, AR 72712** hereto, and enter into, execute and perform any and all agreements, closing statements, deeds of trusts, mortgage, conveyances, certificates, affidavits or other instruments or documents in connection therewith or in furtherance thereof on behalf of said **Corporation**, and take any and all further action necessary or consistent therewith.

Dated this the 27 th day of *July, 2017*

[redacted]

Er

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF BENTON)

On this day before me, a Notary Public, duly commissioned, qualified and acting within and for the County and State aforesaid, personally appeared the within named **Erin Rushing**, who acknowledged himself to be **Executive Director of Bentonville/Bella Vista Trailblazers Association, Inc. d/b/a NWA Trailblazers, an Arkansas Corporation,** and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this **27th day of July, 2017**.

[redacted]

Gina Nida, Notary Public

My Commission Expires:
7-7-2026

GINA NIDA
Notary Public-Arkansas
Benton County
My Commission Expires 07-07-2026
Commission # 12698299

TRAIL BLAZER ANNEXATION
ROW To Be Maintained

FILED
2021 JAN -8 PM 2:32
CO & CIRCUIT CLERK
BENTON COUNTY, AR

Part of Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton
County, Arkansas, being described as follows:
Commencing at the Northwest Corner of the Northeast Quarter, of said Southwest Quarter;
Thence South 87°14'26" East a distance of 187.95' to the point of beginning;
Thence S76°26'03"E, 40.00';
Thence S13°33'57"W, 38.01';
Thence S03°21'22"E, 93.81';
Thence S23°24'11"E, 95.65';
Thence S19°18'19"E, 199.23';
Thence S14°31'20"E, 84.97';
Thence S18°05'36"E, 84.20';
Thence S22°06'39"E, 105.56';
Thence S24°07'04"E, 198.26';
Thence S21°16'02"E, 102.62';
Thence S68°43'58"W, 40.00';
Thence N21°16'02"W, 101.62';
Thence N24°07'04"W, 197.97';
Thence N22°06'39"W, 107.66';
Thence N18°05'36"W, 86.85';
Thence N14°31'20"W, 84.55';
Thence N19°18'19"W, 196.13';
Thence N23°24'11"W, 101.29';
Thence N03°21'22"W, 106.83';
Thence N13°33'57"E, 43.96' to the point of beginning.

AND

Part of the Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton County,
Arkansas, being described as follows:
Commencing at the Northwest Corner of the Northeast Quarter, of the Southwest Quarter;
Thence South 02°34'03" West a distance of 930.36;

FILED
2021 JAN -8 PM 2:32

Thence South 77°26'59" East a distance of 43.85 feet;
Thence South 53°30'11" East a distance of 394. 30 feet;
Thence South 31°09'57" East a distance of 209. 27 feet;
Thence South 74°40'14" East a distance of 39.80 feet to the point of beginning;

Thence S76°27'05"E, 40.00';
Thence S13°32'55"W, 104.58';
Thence S17°46'54"W, 29.04';
Thence S28°20'20"W, 29.90';
Thence S42°19'22"W, 48.25';
Thence S57°49'06"W, 229.86';
Thence S63°52'34"W, 68.86';
Thence S73°49'01"W, 52.93';
Thence S78°31'16"W, 152.17';
Thence S71°10'17"W, 65.73';
Thence S57°13'22"W, 86.26';
Thence S46°34'29"W, 207.46';
Thence S32°15'43"W, 59.40';
Thence S16°31'49"W, 36.70';
Thence S03°29'02"W, 298.45';
Thence S02°42'55"E, 99.70';
Thence S06°52'08"E, 167.42';
Thence S00°13'19"W, 9.00';
Thence N89°46'41"W, 40.00';
Thence N00°13'19"E, 6.52';
Thence N06°52'08"W, 166.39';
Thence N02°42'55"W, 103.32';
Thence N03°29'02"E, 305.19';
Thence N16°31'49"E, 46.80';
Thence N32°15'43"E, 69.95';
Thence N46°34'29"E, 216.21';
Thence N57°13'22"E, 94.88';
Thence N71°10'17"E, 73.19';
Thence N78°31'16"E, 153.10';
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Thence N63°52'34"E, 63.26';
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Thence N28°20'20"E, 21.30';

Thence N17°46'54"E, 23.87';
Thence N13°32'55"E, 103.10' to the point of beginning.

FILED
2021 JAN -8 PM 2:32
CIRCUIT/COUNTY CLERK
BENTON COUNTY, AR

Trail Blazer ANNEXATION
EXHIBIT "A"

FILED
2021 JAN -8 PM 2:32
CIRCUIT CLERK
BENTON COUNTY, AR

Part of Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton
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Thence South 18°05'36" East a distance of 86.85 feet;
Thence South 22°06'39" East a distance of 107.66 feet;
Thence South 24°07'04" East a distance of 197.97 feet;
Thence South 21°45'59" East a distance of 94.17 feet;
Thence South 14°59'44" East a distance of 7.50 feet;
Thence North 52°00'56" West a distance of 28.08 feet;
Thence North 60°07'06" West a distance of 195.49 feet;
Thence North 54°18'31" West a distance of 408.19 feet;
Thence North 54°13'08" West a distance of 291.86 feet;
Thence North 49°51'35" West a distance of 200.80 feet;
Thence North 55°25'30" West a distance of 650.36 feet;
Thence South 87°14'26" East a distance of 954.83' to the point of beginning.

AND

Part of the Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton County,
Arkansas, being described as follows:
Commencing at the Northwest Corner of the Northeast Quarter, of the Southwest Quarter;
Thence South 02°34'03" West a distance of 930.36 feet to the point of beginning.
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2021 JAN -8 PM 2:32
CO & CIRCUIT CLERK
BENTON COUNTY, AR

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Thence South 74°40'14" East a distance of 39.80 feet;
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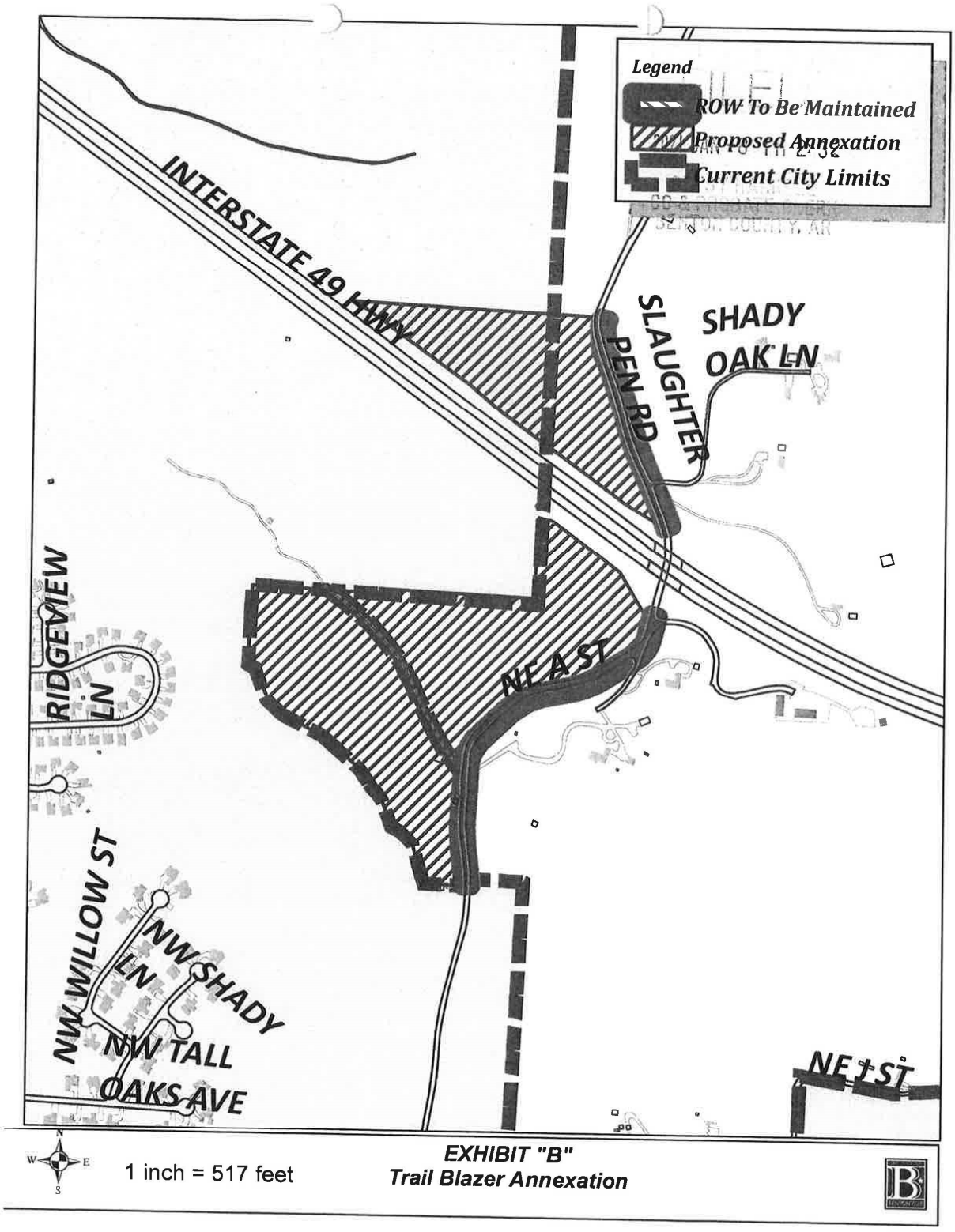
Thence South 46°34'29" West a distance of 216.21 feet;
Thence South 32°15'43" West a distance of 69.95 feet;
Thence South 16°31'49" West a distance of 46.80 feet;
Thence South 03°29'02" West a distance of 305.19 feet;
Thence South 02°42'55" East a distance of 103.32 feet;
Thence South 06°52'08" East a distance of 166.39 feet;
Thence South 00°13'11" West a distance of 6.52 feet;
Thence North 87°22'51" West a distance of 185.54 feet;
Thence North 16°49'30" West a distance of 186.70 feet;
Thence North 44°10'56" West a distance of 81.56 feet;
Thence North 62°49'38" West a distance of 47.69 feet;
Thence North 20°01'44" West a distance of 128.14 feet;
Thence North 34°56'01" West a distance of 169.76 feet;
Thence North 49°04'55" West a distance of 235.20 feet;
Thence North 63°07'11" West a distance of 203.24 feet;
Thence North 48°25'36" West a distance of 89.67 feet;
Thence North 21°47'23" West a distance of 179.40 feet;
Thence North 79°39'55" West a distance of 36.11 feet;
Thence North 02°58'30" East a distance of 366.03 feet;
Thence South 87°22'12" East a distance of 601.11 feet;
Thence North 03°29'44" East a distance of 20.00 feet;
Thence South 87°22'15" East a distance of 704.71 feet;
Thence North 02°28'20" East a distance of 374.07 feet;
Thence South 77°26'59" East a distance of 19.64 feet to the point of beginning.


Legend
ROW To Be Maintained
Proposed Annexation
Current City Limits
INTERSTATE 49 HWY
SLAUGHTER PEN RD
SHADY OAK LN
NE A ST
RIDGEVIEW LN
NW WILLOW ST
NW SHADY LN
NW TALL OAKS AVE
NE 1 ST
N
W
E
S
1 inch = 517 feet
EXHIBIT "B"
Trail Blazer Annexation

Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

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

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150

EXHIBIT "C"

Faulkner County Title Company
A Division of
First National Title Company
Conway –
711 Locust Street
Conway, AR 72034

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

Greenbrier
8 Wilson Farm Road, Suite A
Greenbrier, AR 72058

First National Title Company

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

2020 NOV 18 PM 2:32

CIRCUIT CLERK
BENTON COUNTY, AR

November 12, 2020

Greetings,

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

Sincerely,

[redacted]

Steve Pangle

Benton County Manager

First National Title

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2021 JAN -8 PM 2:32
CO & PROBATE CLERK
BENTON COUNTY, AR

Trail Blazer Annexation
EXHIBIT "C-1"

Bentonville/Bella Vista Trailblazers Assoc. **18-07499-000**
18-07499-002

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2021 JAN -8 PM 2:32
CIRCUIT/CHANCERY CLERK
BENTON COUNTY, AR

Trail Blazer ANNEXATION
EXHIBIT "C-2"

Part of Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton
County, Arkansas, being described as follows:
Beginning at the Northwest Corner of the Northeast Quarter, of said Southwest Quarter;
Thence South 87°14'26" East a distance of 187.95';
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Thence South 24°07'04" East a distance of 197.97 feet;
Thence South 21°45'59" East a distance of 94.17 feet;
Thence South 14°59'44" East a distance of 7.50 feet;
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Thence North 60°07'06" West a distance of 195.49 feet;
Thence North 54°18'31" West a distance of 408.19 feet;
Thence North 54°13'08" West a distance of 291.86 feet;
Thence North 49°51'35" West a distance of 200.80 feet;
Thence North 55°25'30" West a distance of 650.36 feet;
Thence South 87°14'26" East a distance of 954.83' to the point of beginning.

AND

Part of the Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton County,
Arkansas, being described as follows:
Commencing at the Northwest Corner of the Northeast Quarter, of the Southwest Quarter;
Thence South 02°34'03" West a distance of 930.36 feet to the point of beginning.
Thence South 77°26'59" East a distance of 43.85 feet;
Thence South 53°30'11" East a distance of 394. 30 feet;

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2021 JAN -8 PM 2:32
CIRCUIT CLERK
BENTON COUNTY, AR

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Thence South 74°40'14" East a distance of 39.80 feet;
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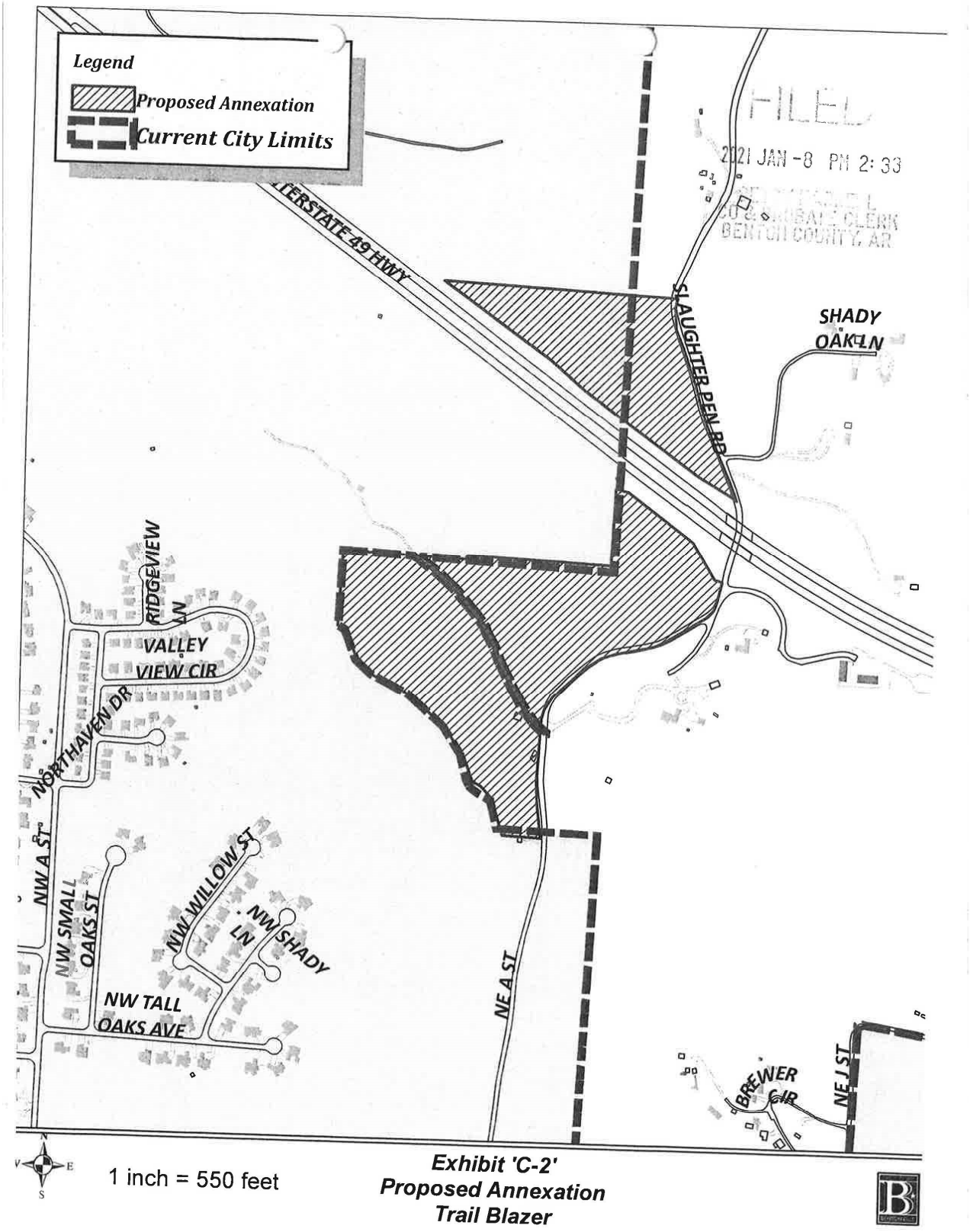

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2021 JAN -8 PM 2:33
BENTON COUNTY, AR

EXHIBIT "D"

FILED

2021 JAN -8 PM 2:33

Greetings:

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

Sincerely,

[redacted]

STATE OF ARKANSAS
No. 11416
TRAVIS W. MATLOCK
11/6/20

Travis Matlock, P.E.

FILED
2021 JAN -8 PM 2:33
CLERK
BENTON COUNTY, AR

TRAIL BLAZER ANNEXATION
EXHIBIT "D-1"

Part of Southwest quarter of Section 17, Township 20 North, Range 30 West, Benton
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2021 JAN -8 PM 2:33
CO & PROBATE CLERK
PERRY COUNTY, AR

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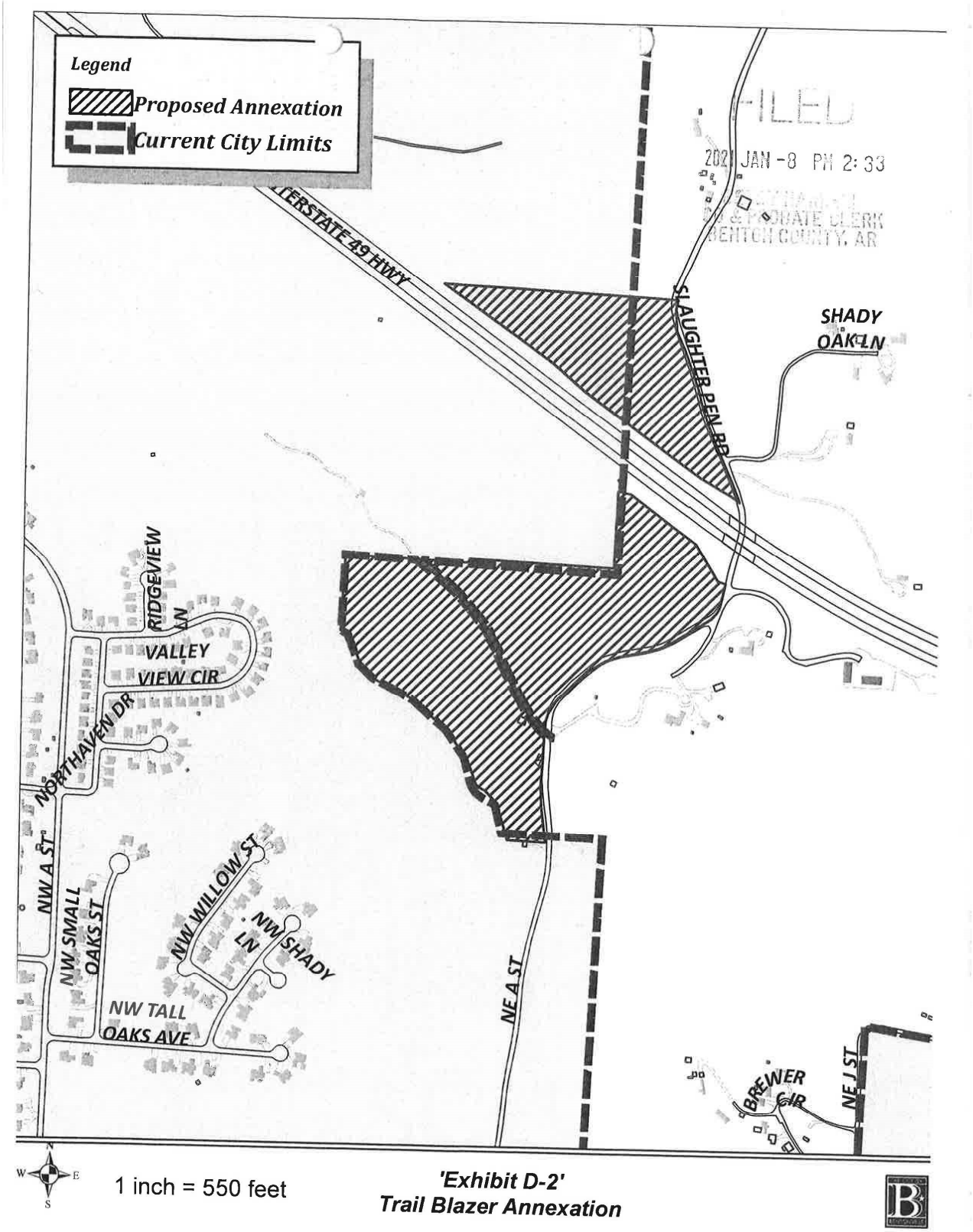
Thence North 03°29'44" East a distance of 20.00 feet;
Thence South 87°22'15" East a distance of 704.71 feet;
Thence North 02°28'20" East a distance of 374.07 feet;
Thence South 77°26'59" East a distance of 19.64 feet to the point of beginning.


Legend
Proposed Annexation
Current City Limits
FILED
2021 JAN -8 PM 2:33
CIRCUIT & PROBATE CLERK
BENTON COUNTY, AR
INTERSTATE 49 HWY
SLAUGHTER PEN RD
SHADY OAK LN
RIDGEVIEW LN
VALLEY VIEW CIR
NORTHAVEN DR
NW A ST
NW SMALL OAKS ST
NW WILLOW ST
NW SHADY LN
NW TALL OAKS AVE
NE A ST
BREWER CIR
NE J ST
N
W
E
S
1 inch = 550 feet
'Exhibit D-2'
Trail Blazer Annexation

ARKANSAS GIS OFFICE

FILED
2021 JAN -8 PM 2:33
CO & PROBATE CLERK
BENTON COUNTY, AR

Department of Transformation and Shared Services
Governor Asa Hutchinson
Secretary Amy Fecher
Director Shelby Johnson

November 6, 2020

Mr. Jim Wheeless
GIS Coordinator – City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: City of Bentonville Coordination Requirement

Mr. Wheeless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Trail Blazer" annexation and located in Section 17, Township 20 North, Range 30 West. This letter represents confirmation that you have properly coordinated with our office (Arkansas GIS Office) as specified in *§ 14-40-101* (Act 914 of 2015) of the 90th General Assembly.

Please note, according to our data it appears that portions of this annexation are already in the City of Bentonville.

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

Thank you,

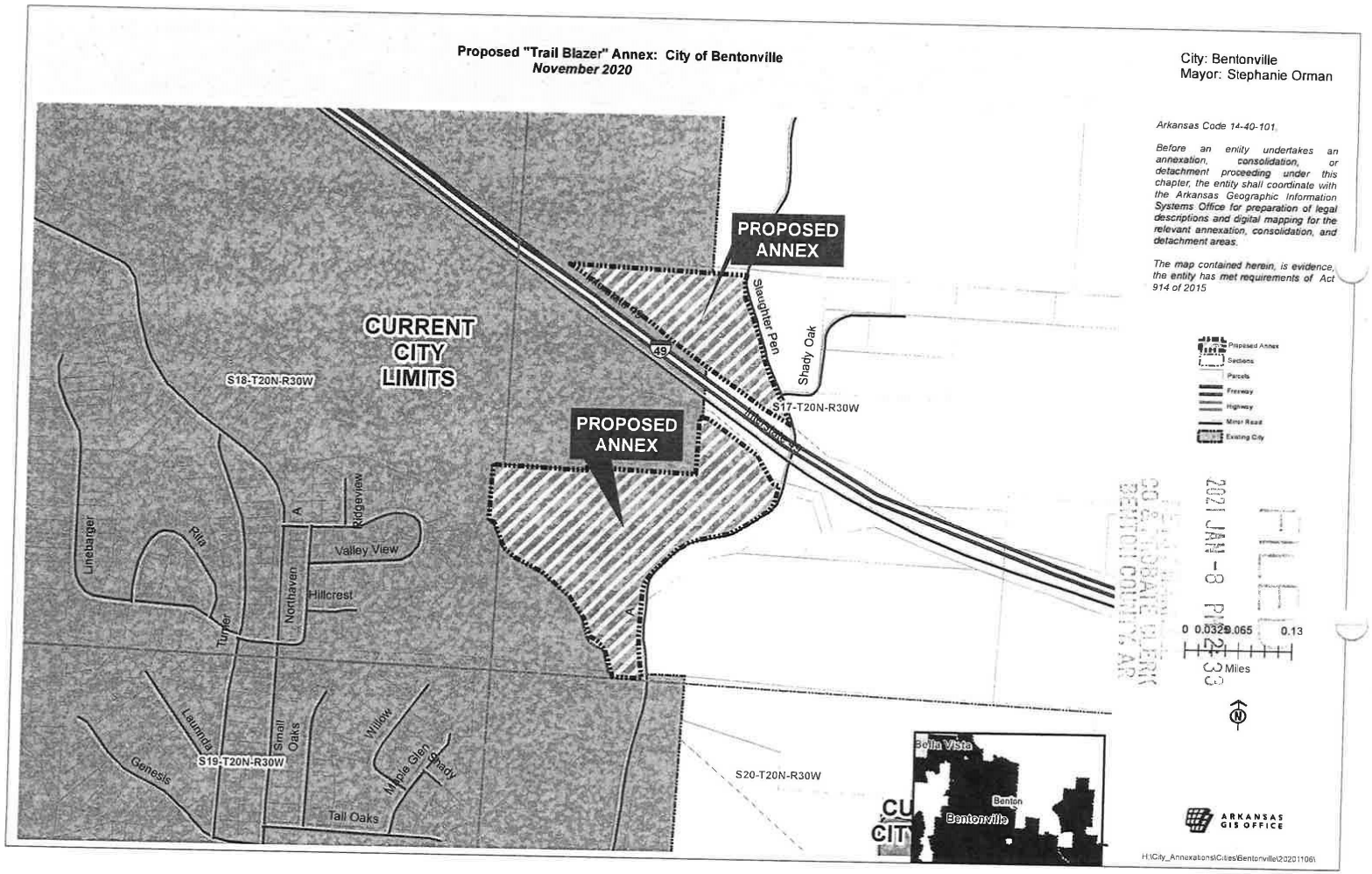
[redacted]

Jennifer Wheeler, GIS Analyst

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

H:\City_Annexations\Cities\Bentonville\20201106\Doc\20201106_Bentonville_Annexation_Coordination_Letter.docx

ARKANSAS GIS OFFICE
1 Capitol Mall, Suite 6D • Little Rock, AR 72201 • 501.682.2767
gis.arkansas.gov • transform.ar.gov


Proposed "Trail Blazer" Annex: City of Bentonville
November 2020
City: Bentonville
Mayor: Stephanie Orman
Arkansas Code 14-40-101.
Before an entity undertakes an annexation, consolidation, or detachment proceeding under this chapter, the entity shall coordinate with the Arkansas Geographic Information Systems Office for preparation of legal descriptions and digital mapping for the relevant annexation, consolidation, and detachment areas.
The map contained herein, is evidence, the entity has met requirements of Act 914 of 2015
PROPOSED ANNEX
CURRENT CITY LIMITS
PROPOSED ANNEX
S18-T20N-R30W
S17-T20N-R30W
S19-T20N-R30W
S20-T20N-R30W
Slaughter Pen
Shady Oak
Linebarger
Rita
Ridgeview
Valley View
Hillcrest
Northaven
Turner
Laurinda
Small Oaks
Willow
Maple Glen
Shady
Genesis
Tall Oaks
Proposed Annex
Sections
Parcels
Freeway
Highway
Minor Road
Existing City
0 0.0329.065 0.13
Miles
Bella Vista
Benton
Bentonville
ARKANSAS GIS OFFICE
H:\City_Annexations\Cities\Bentonville\20201106\

FILED

2021 JAN -8 PM 2:33

CIRCUIT CLERK & RECORDER
BENTON COUNTY, AR

November 17th, 2020

Hon. Betsy Harrell, County Clerk
Benton County Administration Building
215 East Central
Bentonville, AR 72712

Re: Trail Blazer Annexation

Dear Mrs. Harrell:

This letter accompanies the voluntary annexation petition being filed today by me on behalf of the City of Bentonville. In addition to the petition, accompanying this letter, please find:

1) a copy of the Arkansas GIS Office approval of the legal description as provided for in § 14-40-101 of the Arkansas Code.
2) An exhibit prepared to show the legal description for road right-of-way that abuts the property proposed to be annexed.

Item 1) is not required by the 100% annexation statute, but does show up elsewhere in the Code so we thought it appropriate to provide it.

Item 2 is provided because the statue allows the County Judge to require road right-of-way abutting the annexed area be also annexed and we assume that the Judge will want to do that.

Sincerely,

[redacted]

Jim Wheeless, GIS Coordinator
City of Bentonville

enc

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Planning**
Submitted by	**Shelli Kerr**
Phone	**(479)271-6822**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution to support the installation of artwork titled "*This is Your Public Library: A Community Collage*" outside of the Bentonville Public Library at 405 S. Main Street. The artwork is a companion piece to the previously approved "*This is Your Public Library*." The individual pieces of artwork are displayed in-full in a collage with overlapping pieces to reflect the woven pattern of the original artwork displayed inside the library. The artwork was funded by a grant from the Walton Family Foundation in association wtih the Library Needs Assessment Study. There is no cost to the city. Memo and proposal attached.

Estimated Cost	**0**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*:**

Artwork is being funded by a grant from the Walton Family Foundation in association with the Library Expansion Study.

MEMO

To:	Mayor Stephanie Orman and Bentonville City Council
From:	Shelli Kerr, AICP, Comprehensive Planning Manager
On behalf of:	Bentonville Public Art Advisory Committee
CC date:	February 23, 2021
RE:	**"This is Your Public Library: A Community Collage" on the Bentonville Public Library**

The Bentonville Public Library is seeking approval to install public art titled "*This is Your Public Library: A Community Collage*" outside of the Bentonville Public Library at 405 S. Main Street.

"*This is Your Public Library: A Community Collage*" is the companion piece to the previously approved "*This is Your Public Library*" piece installed inside the library. The Community Collage is created from the full artworks submitted as part of this project. Fayetteville artist Ziba Rajabi used the individual illustrations to create this collage with overlapping placement to reflect the woven artwork inside the library. The artwork will be installed outside of the library along the front wall facing the parking lot.

Please see the attached proposal for the narrative about the artwork. Funding is provided from a private grant and there is no cost to the city.

The Public Art Advisory Committee approved the proposal, 5-0, at its regular meeting on Tuesday, Feb. 09, 2021.

Proposed Artwork

This is Your Public Library: A Community Collage

This Is Your Public Library: A Community Collage

Mock-up designed by artist Ziba Rajabi, in collaboration with Bentonville Public Library using art submitted by community members.

About BPL's Community Art Project

Bentonville Public Library's community art project was a creative engagement tool to gather feedback for the library's Needs Assessment study in November 2020. Artwork was submitted by local residents of all abilities – kids, teens and adults – that creatively portrayed their vision and what they imagine for our public library.

Eighty art kits containing archival paper and a calligraphy marker set were distributed; the following prompt was printed on the art kit:
This is Your Public Library
BPL & MSR Design invite you to get creative!
Offer your artistic interpretation of how Bentonville Public Library impacts your life.
What words, images or ideas best represent your idea of a great public library?
Dream Big. Draw a Picture. Share Your Story.

A companion piece to "This Is Your Public Library" - fun, colorful and inspiring pieces are displayed (in full) in the collage as a tribute to those who shared their creativity with BPL. The artworks overlap to symbolize connection, collaboration and community, much like the woven pattern in the finished piece.

The submittals are published (in full) in another format, a full color book entitled, *This Is Your Public Library: A Community Artist Book*. Copies of the book will soon be available for patron checkout at Bentonville Public Library.

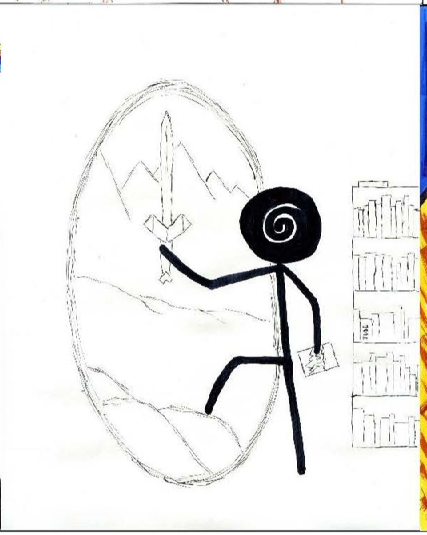
The artworks were cut into strips and woven together in the shape of Bentonville by Ziba Rajabi, approved by the Public Arts Advisory Committee on January 12, 2021 and City Council on January 26, 2021 with Resolution 1-26-21A. Installation in the library's fireplace room is pending.

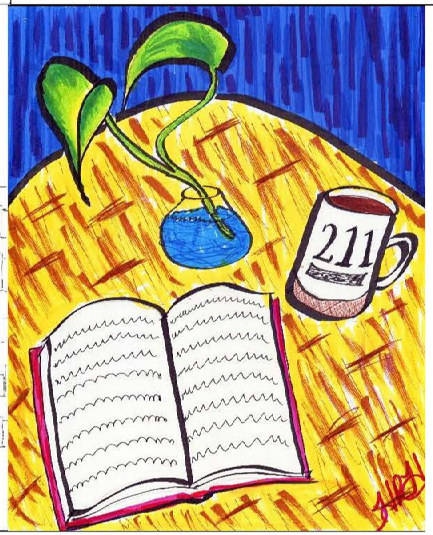
Installation Details

- Dimensions: 2.5 FT high x 20 FT long
- Medium: Color print on vinyl, affixed to exterior brick wall with adhesive
- Location: Exterior brick wall, visible from the street, and upon entry into Bentonville Public Library
- Duration: Temporary, approx. 1-2 years – timeframe based on library needs and material condition
- BPL will monitor the condition of the material; when fading or wear and tear begin to occur, the vinyl will be removed
- BPL will contract with a local print company for printing and installation, directly after final approval from the City of Bentonville

Sample Artworks

Artwork was submitted by local residents of all abilities – kids, teens and adults.





RESOLUTION NO. _____

A RESOLUTION ENDORSING THE INSTALLATION OF ARTWORK TITLED "THIS IS YOUR PUBLIC LIBRARY: A COMMUNITY COLLAGE" BY ARTIST ZIBA RAJABI AND BENTONVILLE PUBLIC LIBRARY PATRONS ON PUBLIC PROPERTY AT THE BENTONVILLE PUBLIC LIBRARY, 405 S MAIN STREET.

WHEREAS, the City Council of the City of Bentonville has established the importance of integrating public art into the daily lives of the citizens of Bentonville by adopting a Public Art Policy with Ordinance No. 2013 – 40 on May 14, 2013; and,

WHEREAS, the Public Arts Advisory Committee approved the proposed design and outdoor location at the Bentonville Public Library on February 9, 2021; and,

WHEREAS, a private grant is funding the artwork and installation and there is no cost to the city;

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

Section 1: That the City Council of the City of Bentonville, Arkansas hereby endorses the installation of artwork, titled "*This is Your Public Library: A Community Collage*" by artist Ziba Rajabi and Bentonville Public Library patrons and funded by a private grant on public property at the Bentonville Public Library at 405 S. Main Street.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED

_____

Stephanie Orman, Mayor

ATTEST:

_____

Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Community Development**
Submitted by	**Ellen Norvell**
Phone	**(479)271-5993**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Requesting approval of a resolution to authorize payment to Northwest Arkansas Regional Planning Commission for the 2021 Membership Fee.

Estimated Cost	**$24,710.70**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Memorandum

To: Mayor Orman, City Council

From: Ellen Norvell, Community Development Director

Date: February 9, 2021

Re: 2021 Membership Fee - NWA Regional Planning Commission

Staff requests City Council approval of a resolution authorizing the payment of $24,710.70 for the City of Bentonville's 2021 Membership Fee with NWA Regional Planning Commission. This is a budgeted item.

Thank you for your consideration of this request.

RECEIVED JAN 11 2021

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
1311 CLAYTON STREET
SPRINGDALE AR 72762
479-751-7125 (Fax: 479-751-7150)

January 4, 2021

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

INVOICE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	2021 Membership Fee		$24,710.70
	TOTAL AMOUNT DUE		$24,710.70

Jeff Hawkins, Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PAYMENT OF THE CITY'S 2021 MEMBERSHIP FEE WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

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

Section 1: That the Mayor is hereby authorized to pay the sum of $24,710.70 to the Northwest Arkansas Regional Planning Commission for the City of Bentonville's 2021 membership fee.

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 _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Public Hearing and Ordinance

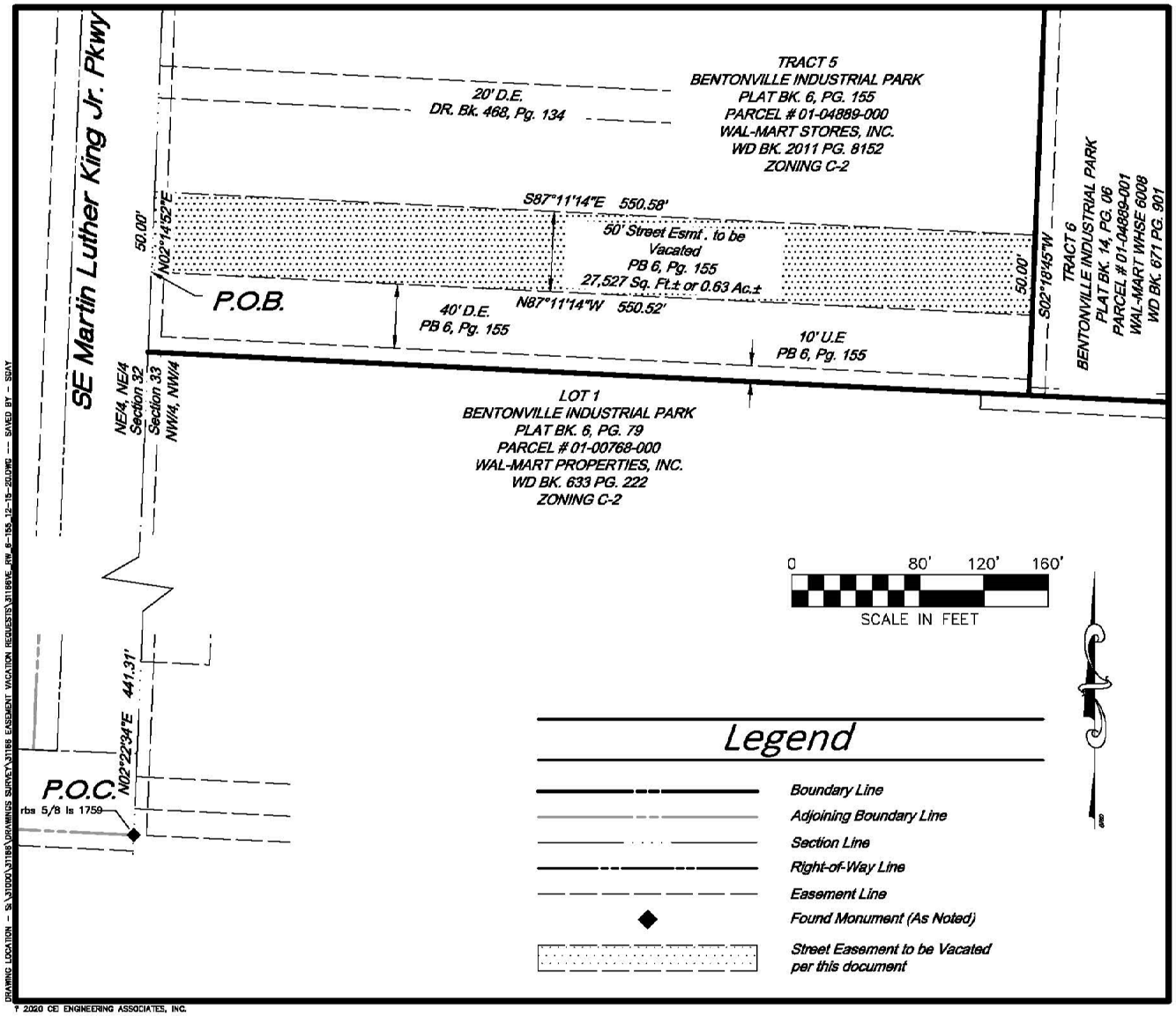
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Public hearing and ordinance vacating Street Right of Way requested for 203 SE Martin Luthur King, Lot 5 of Bentonville Industrial Park (VAC20-0036).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**



© 2020 CEI ENGINEERING ASSOCIATES, INC.

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 100
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-3732
BRANCH TBPLS FIRM #10194234

Vacation Exhibit
Wal-Mart Stores, Inc.
Martin Luther King Jr Pkwy
Bentonville, Benton County, Arkansas

PROFESSIONAL OF RECORD	DGR
DESIGNER	JDC
FIELD WORK	N/A
CEI PROJECT NUMBER	31166
DATE	12/17/2020
REVISION	REV-0

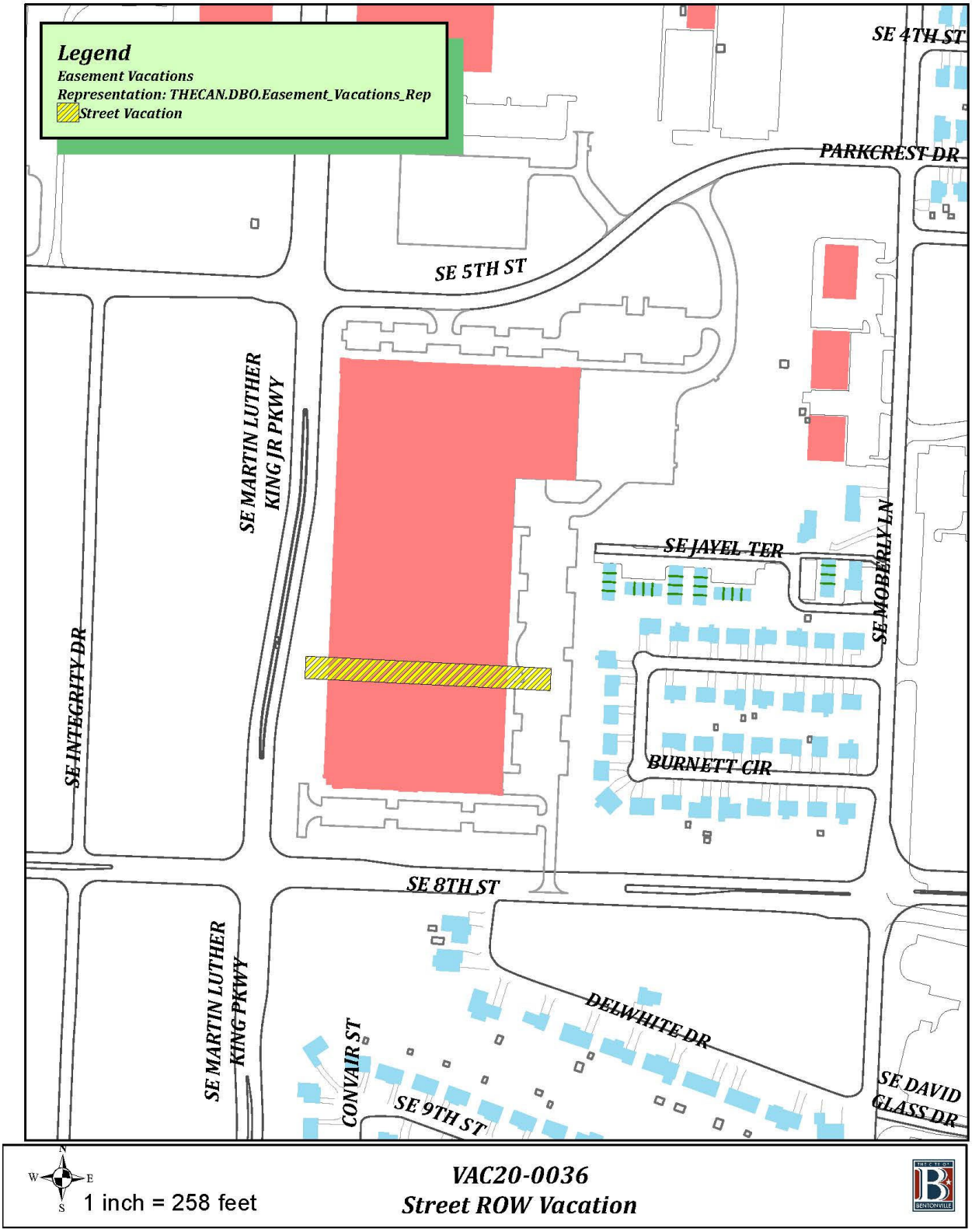
Easement Vacation Exhibit

SHEET TITLE

SHEET NUMBER

1 OF 1

DRAWING LOCATION - S:\31000\31166\DRAWINGS SURVEY\31166 EASEMENT VACATION REQUESTS\31166VE_RW_6-15S_12-15-20.DWG -- SAVED BY - SGAY


Legend
Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Street Vacation
SE 4TH ST
PARKCREST DR
SE 5TH ST
SE MARTIN LUTHER KING JR PKWY
SE INTEGRITY DR
SE JAVEL TER
SE MOBERLY LN
BURNETT CIR
SE 8TH ST
SE MARTIN LUTHER KING PKWY
CONVAIR ST
SE 9TH ST
DELWHITE DR
SE DAVID GLASS DR
N
W
E
S
1 inch = 258 feet
VAC20-0036
Street ROW Vacation

ORDINANCE NO_____

AN ORDINANCE VACATING STREET RIGHT OF WAY LOCATED AT 203 SE MARTIN LUTHUR KING, LOT 5 OF BENTONVILLE INDUSTRIAL PARK TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC20-0036).

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

A 50 foot Street Easement recorded Plat Book 6, Page 155, being a part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 33, Township 20 North, Range 30 West, being a part of Tract 5, Bentonville Industrial Park to the City of Bentonville, Arkansas according to Plat Book 6, Page 155 in the public records of Benton County, Arkansas being also described as follows:

COMMENCING at a found 5/8" rebar capped LS #1759 and the Southwest Corner of the Southwest Quarter of the Northwest Quarter, Section 33, Township 20 North, Range 30 West; THENCE North 02°22'34" East along the West line of said Section 33, a distance of 441.31 feet to the POINT OF BEGINNING;

THENCE North 02°14'52" East, a distance of 50.00 feet;
THENCE South 87°11'14" East, a distance of 550.58 feet to a point on the East boundary of aforementioned Tract 5;
THENCE South 02°18'45" West along said East boundary, a distance of 50.00 feet to the North boundary of a 40' drainage easement according to aforementioned Plat Book 6, Page 155;
THENCE North 87°11'14" West along said North boundary, a distance of 550.52 feet to the POINT OF BEGINNING, containing 27,527 square feet or 0.63 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 street right of way.

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 street right of way designated as follows:

A 50 foot Street Easement recorded Plat Book 6, Page 155, being a part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 33, Township 20 North, Range 30 West,

being a part of Tract 5, Bentonville Industrial Park to the City of Bentonville, Arkansas according to Plat Book 6, Page 155 in the public records of Benton County, Arkansas being also described as follows:

COMMENCING at a found 5/8" rebar capped LS #1759 and the Southwest Corner of the Southwest Quarter of the Northwest Quarter, Section 33, Township 20 North, Range 30 West; THENCE North 02°22'34" East along the West line of said Section 33, a distance of 441.31 feet to the POINT OF BEGINNING;

THENCE North 02°14'52" East, a distance of 50.00 feet;
THENCE South 87°11'14" East, a distance of 550.58 feet to a point on the East boundary of aforementioned Tract 5;
THENCE South 02°18'45" West along said East boundary, a distance of 50.00 feet to the North boundary of a 40' drainage easement according to aforementioned Plat Book 6, Page 155;
THENCE North 87°11'14" West along said North boundary, a distance of 550.52 feet to the POINT OF BEGINNING, containing 27,527 square feet or 0.63 acres, more or less.

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

Section 3: This Ordinance shall take effect and be in force from and after its passage. The above and foregoing Ordinance was passed, approved, and adopted the _____ day of _____, 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Kirby Romines, City Clerk/Recorder	**Stephanie Orman, Mayor**
City of Bentonville, Arkansas	**City of Bentonville, Arkansas**

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Engineering**
Submitted by	**Tracy Billings**
Phone	**(479) 696-0229**

Item Type: Set Public Hearing					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution setting a public hearing for March 9, 2021 for mulitple Drainage and Utility Easement Vacations requested for Walmart Layout Center Subdivision.

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

L20210944 2/4/2021 11:39:21 AM
Brenda DeShields,Circuit Clerk
BENTON CO Circuit Clerk & Recorder

FINAL PLAT

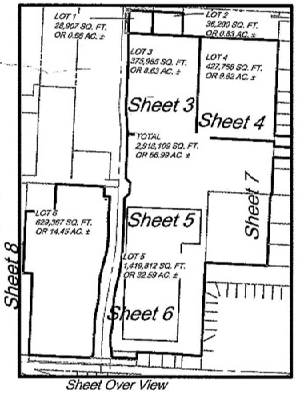
Walmart Stores, Inc.

WALMART LAYOUT SUBDIVISION CREATING LOTS 1-6

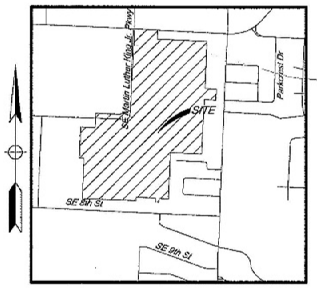
Bentonville, Benton County, Arkansas

GENERAL NOTES:

1. This plat represents a Final Plat of the parcel recorded in Deed Records, Bk. 2011, Pg. 8152, Bk. 871, Pg. 861, Bk. 633 Pg. 222, Bk. 2006, Pg. 2836, Bk. in the public records of Benton County Arkansas.
2. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
3. Basis of Bearings: Grid based on Arkansas State Plane Coordinate System, NAD83, North Zone, per GPS observations as established by processing through OPUS.
4. Basis of Elevation: NAVD88, per GPS observations as established by processing through OPUS.
5. Site Benchmark: See table for benchmark information block.
6. This survey is valid only if the drawing includes the seal and signature of the surveyor.
7. This survey meets current Arkansas Standards of Practice for Property Boundary Surveys and Plats.
8. This survey is based on a title search provided by City Title & Closing, file number 17-5351.
9. Declaration is made to the original purchaser of the survey and those listed in the certification for the use of this transaction only and is not transferable to any additional institutions or subsequent owners.
10. Subsurface and environmental conditions were not examined nor considered a part of this survey.
11. Multiple utility services are located within easements abutting or within the bounds of subject tract.
12. The contractor is advised to contact the 811 One-Call Center before any construction begins, depending on the state there is a possibility of a severe penalty for not making this call. Not all utility companies are members of the One-Call Systems. Therefore the contractor is advised to contact all non-members as well as the One-Call System.
13. By scaled map location and graphical plotting only. This property is located in Zone "X" which are areas determined to be outside the 0.2% annual chance floodplain determined by the National Flood Insurance Program, Flood Insurance Rate Map for Benton County-Arkansas. Map Number: 05007C0325K & 05007C0320K Map Revised: June 5, 2012
14. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department 479-271-3122.
15. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.
16. There may not be fences or any other structures built in any drainage easements.
17. 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.
18. Owner to contact New Service coordinator (271-3139) to discuss electric service prior to beginning any construction. Failure to contact BEUD prior to construction will result in delays to get electric service.
19. All structures must maintain minimum of 20' clearances from all electric lines.
20. BEUD's standard practice is to place underground equipment (transformers, secondary pedestals, junction boxes, etc.) on the lot line of a development. Any adjustments to the property line that result in our equipment not being on the lot line require the developer to pay for the cost of BEUD to relocate the equipment to the lot line.
21. It is the responsibility of the developer to pay for any cost associated with moving of equipment. This includes but is not limited to any costs associated with loss of equipment (wire and elbows) and labor and material to move the equipment to the new lot line.
22. Relocation of any existing electrical facilities shall be at the owner's expense.
23. Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer and electric service.
24. The Emergency Access Easements, Public Utility Easements and Drainage Easements set forth herein shall be subject to the terms and conditions of that separate Easement Agreement recorded as Instrument # L20200511.



Sheet Over View



Vicinity Map

Not to Scale

Latitude: 36°22'01"N
Longitude: 94°11'11"W

Benchmark Information

Benchmark #1:	2" Aluminum Monument	Benchmark #2:	5/8" rebar
	N: 748723.78'		N: 746188.50'
	E: 662273.73'		E: 662296.47'
	Elev.: 1368.76'		Elev.: 1310.11'

Owner:	Owner:
Parcel # 01-20771-001 Wal-Mart Stores East LP P.O.Box 8050 MS 0555 Bentonville, AR 72712	Parcel # 01-04989-200 & 01-00767-000 Wal-Mart Stores, Inc. P.O. Box 8050 Bentonville, AR 72712
Owner:	**Owner:**
Parcel # 01-03035-000 & 01-03036-000 Mobely Investments, LLC P.O.Box 13705 Fayetteville, AR 72703	Parcel # 01-04989-201 & 01-00768-000 Wal-Mart Wine 6708 P.O.Box 8050 Bentonville, AR 72712
Owner:	**Owner:**
Parcel # 01-02456-000 & 01-02457-000 Wal-Mart Properties, Inc. 07-4059 P.O.Box 8050 MS 0555 Bentonville, AR 72712	Parcel # 01-00763-001 CWP Investors, LLC 234 E Millsap Rd. Ste. 200 Fayetteville, AR 72703

[redacted]

[redacted]

[redacted]

[redacted]

Certificate of Ownership:

We the undersigned, owners of the real estate shown and described hereon, 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.

[redacted]

Certificate of Surveying Accuracy:

I, Dessie Riley, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Land Surveyors have been met.

[redacted]

State of Arkansas

CEI Engineering Associates, Inc.

Arkansas * California * Pennsylvania * Texas

ATLAS PAGE: 405

City of Bentonville Project # FP20-0004

SHEET 1

JOB NO.:31165	
DWG NAME:Easement	
DATE	SHEET NO.
12/21/20 9:11 AM REV-6	1 of 10

PROJECT: Layout Center, SE 5th St, Bentonville, 72712

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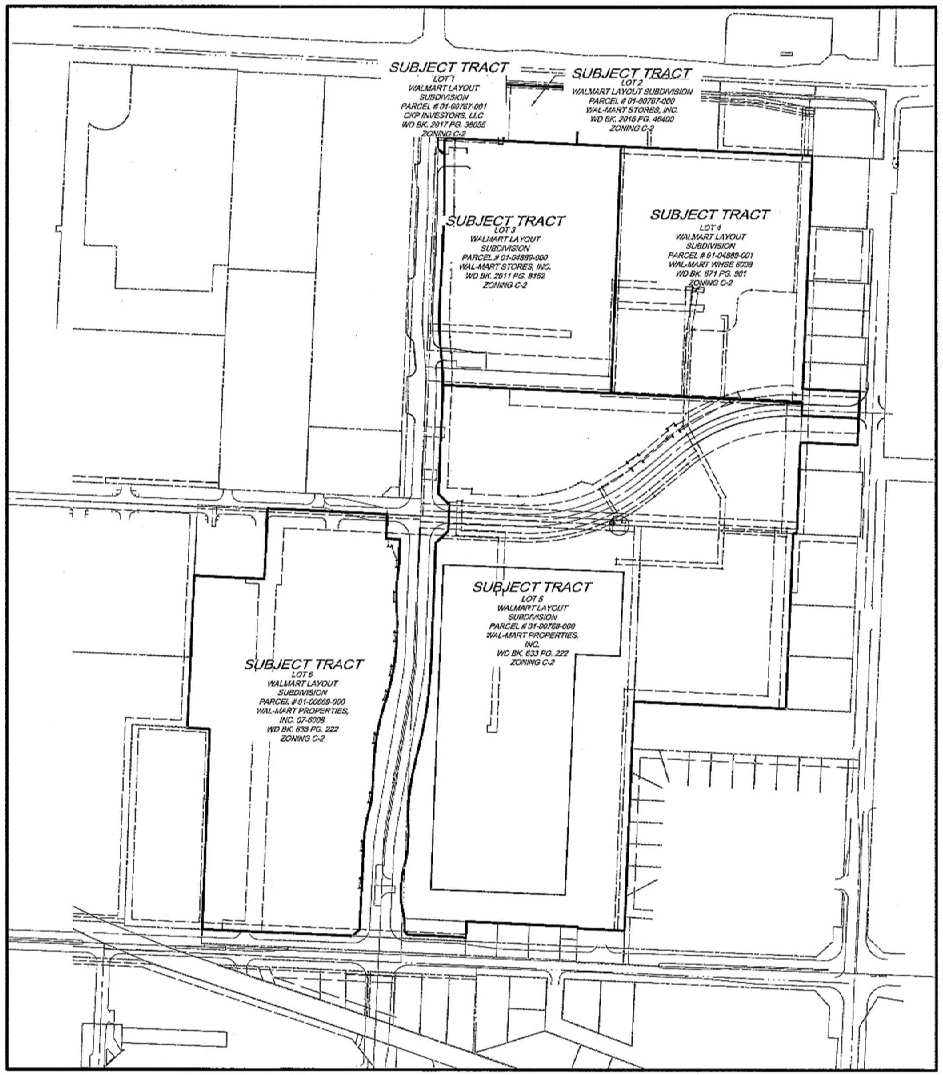

0 200' 300' 400'
SCALE IN FEET

FOR REFERENCE ONLY

REGISTERED
STATE OF

[redacted]

City of Bentonville Project # FP20-0004

SHEET 2

CEI Engineering Associates, Inc.
ENGINEERS · PLANNERS · SURVEYORS
LANDSCAPE ARCHITECTS · ENVIRONMENTAL SCIENTISTS

3106 SW PRESIDENCY PKWY
BENTONVILLE, AR. 72712 (479) 273-9472
CORPORATE OFFICE TBPLS FIRM: #10031500

8201 LBJ FREEWAY
DALLAS, TX 75236 (972) 488-3737
DALLAS OFFICE TBPLS FIRM: #10194294

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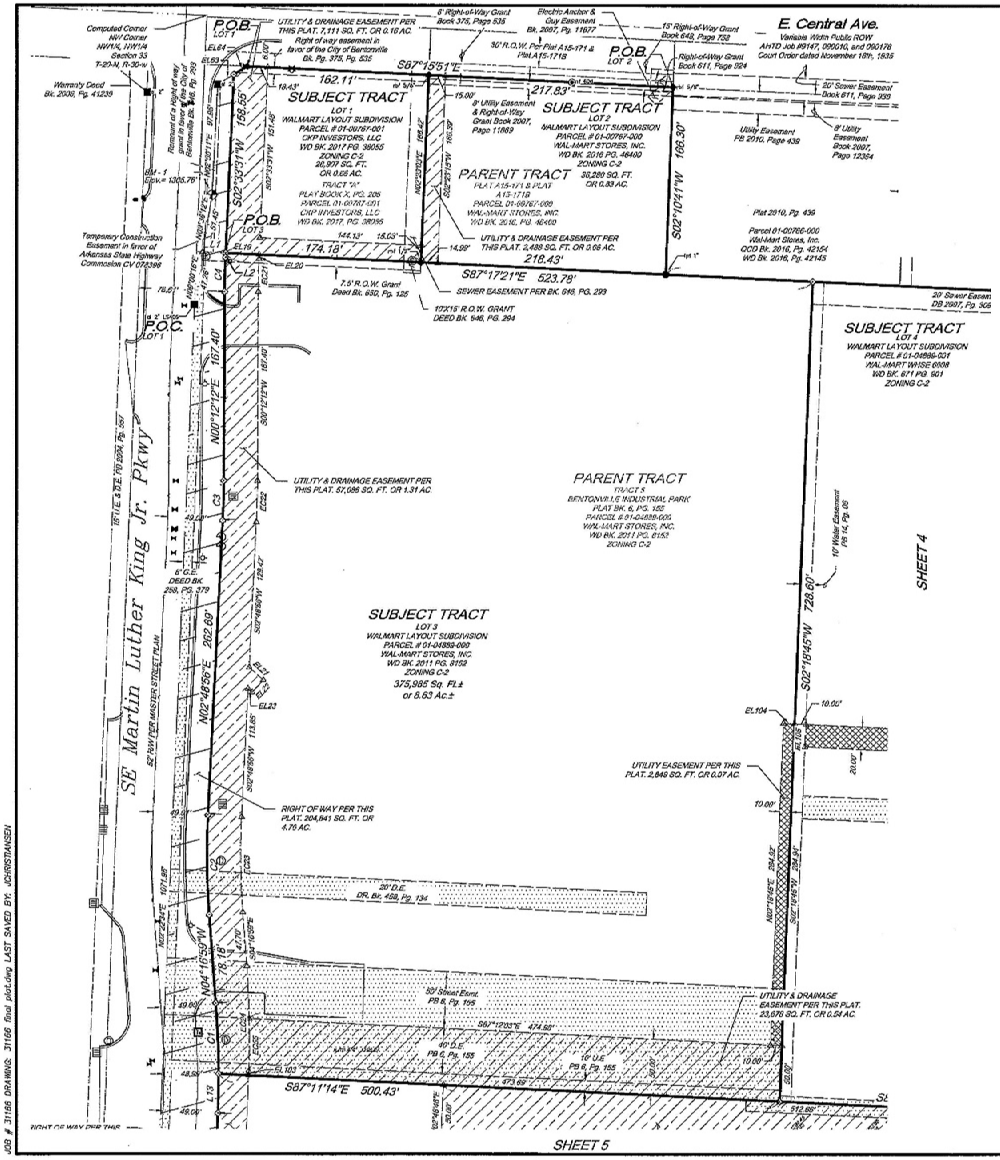
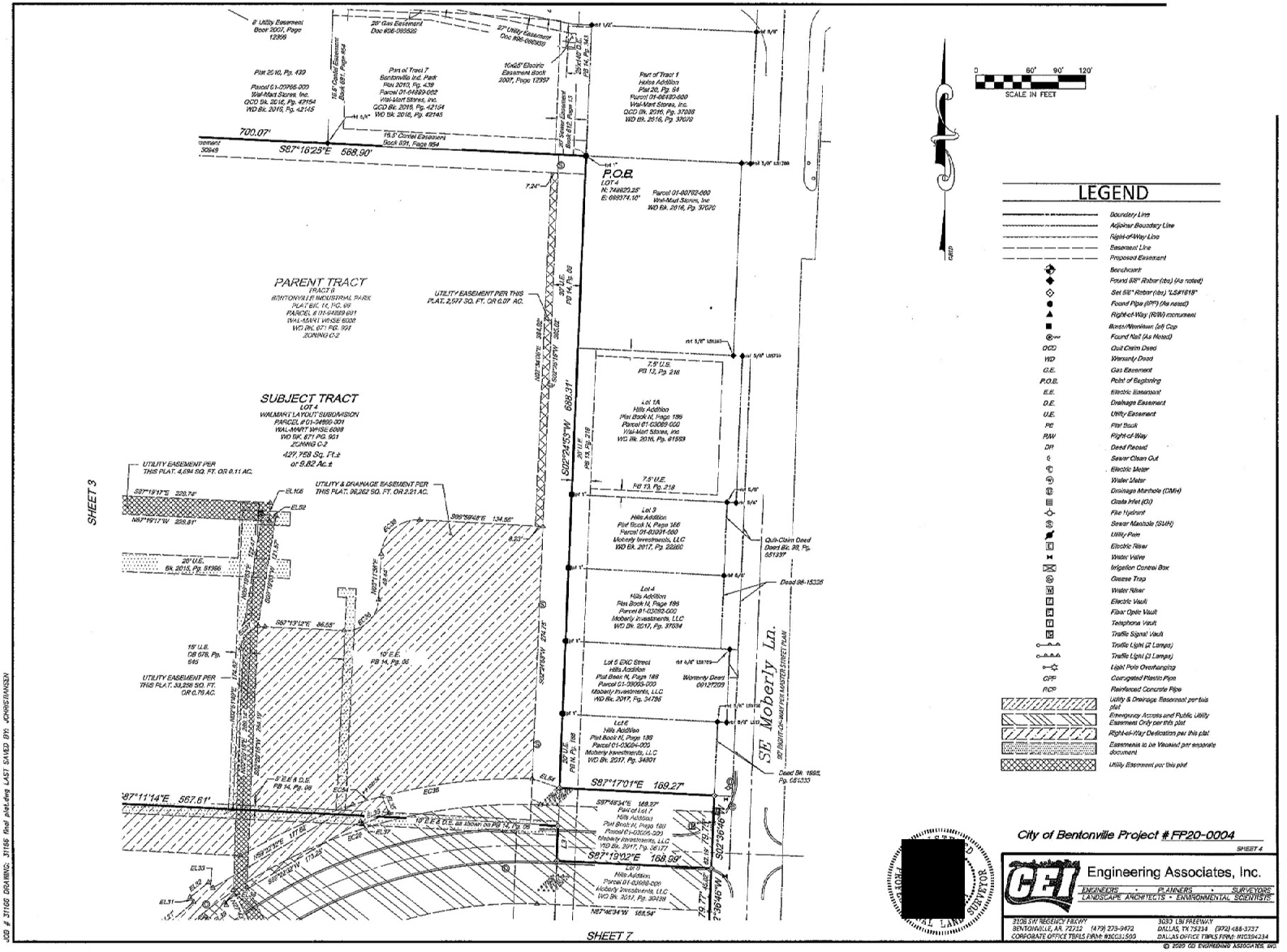
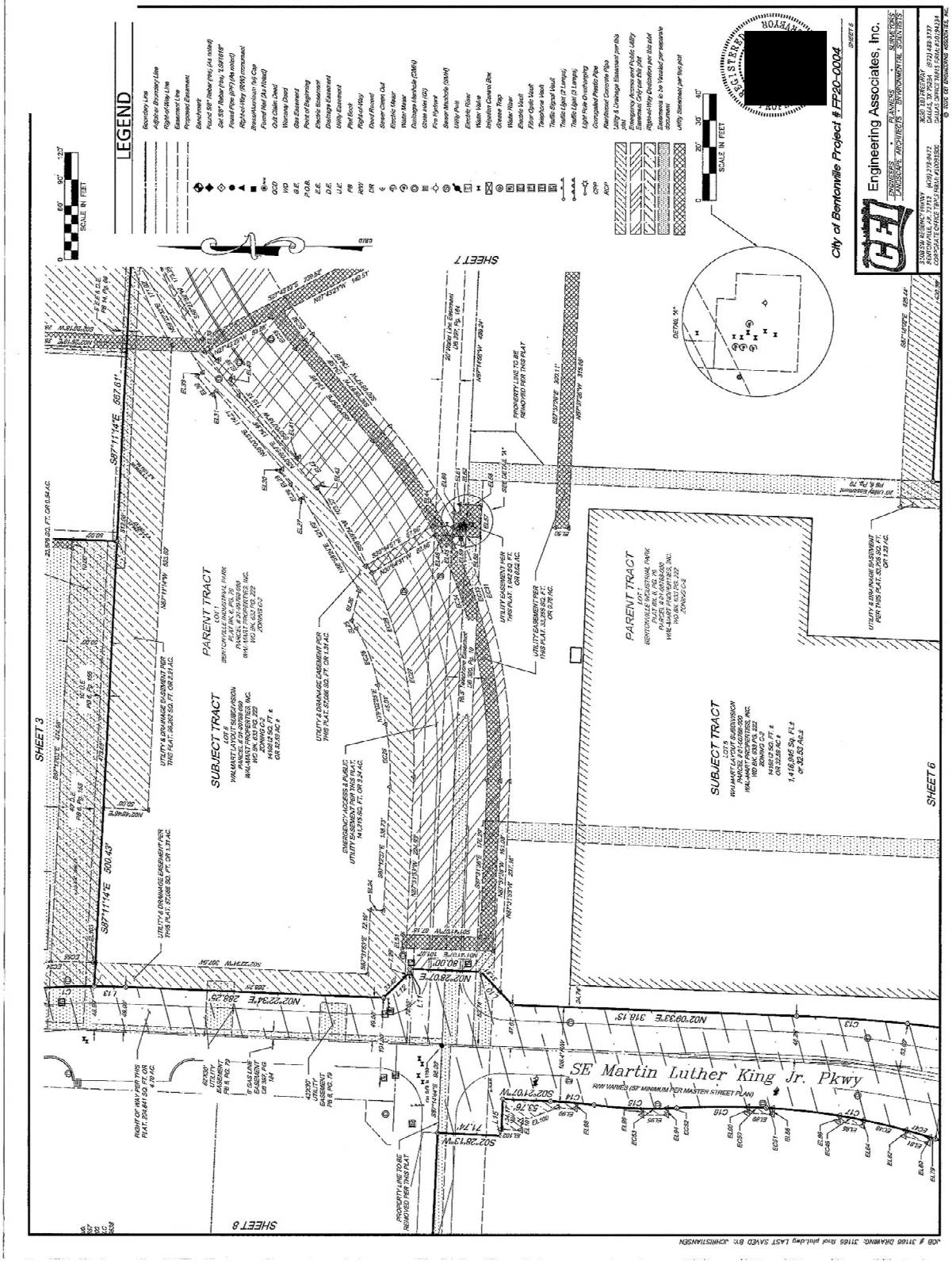
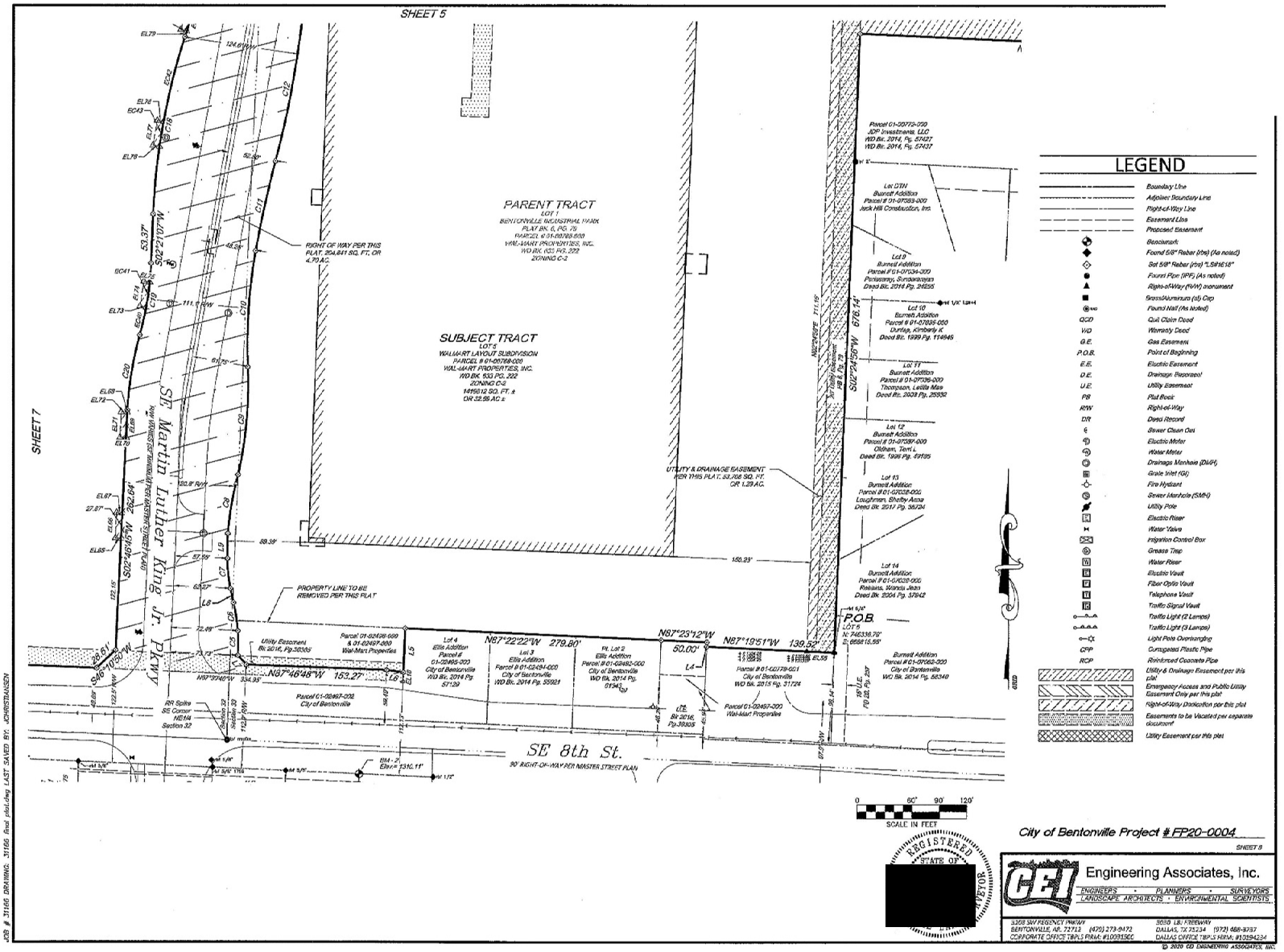
JOB # 31166 DRAWING: 31166 final plat.dwg LAST SAVED BY: JCHRISTIANSEN


E. Central Ave.
Various Width Public ROW
AHTD Job #9147, 060010, and 700176
Court Order dated November 18th, 1835
SE Martin Luther King Jr. Pkwy
SUBJECT TRACT
LOT 1
WALMART LAYOUT SUBDIVISION
PARCEL # 01-09787-001
CAP INVESTORS, LLC
WD BK. 2011 PG. 39055
ZONING C-2
20,937 SQ. FT.
OR 0.68 AC.
TRACT "A"
PLAT BOOK C, PG. 226
PARCEL 01-09787-001
CAP INVESTORS, LLC
WD BK. 2011, PG. 39055
SUBJECT TRACT
LOT 2
WALMART LAYOUT SUBDIVISION
PARCEL # 01-09787-000
WAL-MART STORES, INC.
WD BK. 2016 PG. 46400
ZONING C-2
PARENT TRACT
PLAT A15-1713 & PLAT A15-1715
PARCEL 01-09787-000
WAL-MART STORES, INC.
WD BK. 2016, PG. 46400
30,280 SQ. FT.
OR 0.69 AC.
SUBJECT TRACT
LOT 4
WALMART LAYOUT SUBDIVISION
PARCEL # 01-04899-001
WAL-MART WISE 0008
WD BK. 871 PG. 501
ZONING C-2
PARENT TRACT
TRACT 1
BENTONVILLE INDUSTRIAL PARK
PLAT BK. 6, PG. 102
PARCEL # 01-04899-000
WAL-MART STORES, INC.
WD BK. 2011 PG. 8153
ZONING C-2
SUBJECT TRACT
LOT 3
WALMART LAYOUT SUBDIVISION
PARCEL # 01-04899-000
WAL-MART STORES, INC.
WD BK. 2011 PG. 9152
ZONING C-2
375,995 Sq. Ft.±
or 8.63 Ac.±
P.O.B. LOT 1
P.O.B. LOT 2
P.O.C. LOT 1
P.O.B. LOT 3
P.O.B. LOT 4
S87°15'51"E 217.83'
S87°17'21"E 523.79'
S87°11'14"E 500.43'
S02°10'41"W 188.30'
S02°19'45"W 728.60'
N00°12'12"E 787.40'
N02°48'36"E 282.69'
N01°11'59"W 78.15'
SHEET 4
SHEET 5
SCALE IN FEET
0 60' 90' 120'
LEGEND
Boundary Line
Adjoiner Boundary Line
Right-of-Way Line
Easement Line
Proposed Easement
Benchmark
Found 5/8" Rebar (rbf) (As noted)
Set 5/8" Rebar (rbs) "LS#16116"
Found Pipe (PF) (As noted)
Right-of-Way (R/W) monument
Brass/Aluminum (al) Cap
Found Nail (As Noted)
Quit Claim Deed
Warranty Deed
Gas Easement
Point of Beginning
Electric Easement
Drainage Easement
Utility Easement
Plat Book
Right-of-Way
Deed Record
Sewer Clean Out
Electric Meter
Water Meter
Drainage Manhole (DMH)
Grate Inlet (GI)
Fire Hydrant
Sewer Manhole (SMH)
Utility Pole
Electric Riser
Water Valve
Irrigation Control Box
Grease Trap
Water Riser
Electric Vault
Fiber Optic Vault
Telephone Vault
Traffic Signal Vault
Traffic Light (2 Lamps)
Traffic Light (3 Lamps)
Light Pole Overhanging
CPP Corrugated Plastic Pipe
RCP Reinforced Concrete Pipe
Utility & Drainage Easement per this plat
Emergency Access and Public Utility Easement Only per this plat
Right-of-Way Dedication per this plat
Easements to be Vacated per separate document
Utility Easement per this plat
UTILITY & DRAINAGE EASEMENT PER THIS PLAT. 7,711 SQ. FT. OR 0.18 AC.
UTILITY & DRAINAGE EASEMENT PER THIS PLAT. 57,086 SQ. FT. OR 1.31 AC.
UTILITY & DRAINAGE EASEMENT PER THIS PLAT. 5,489 SQ. FT. OR 0.68 AC.
UTILITY & DRAINAGE EASEMENT PER THIS PLAT. 23,676 SQ. FT. OR 0.54 AC.
UTILITY EASEMENT PER THIS PLAT. 2,846 SQ. FT. OR 0.07 AC.
RIGHT OF WAY PER THIS PLAT. 204,841 SQ. FT. OR 4.76 AC.
SEWER EASEMENT PER BK. 648, PG. 299
20' D.E. OR, Bk. 488, Pg. 134
50' Street Esmt. PB 6, Pg. 155
40' D.E. PB 6, Pg. 155
10' U.E. PB 6, Pg. 155
Utility Easement PB 2910, Pg. 436
8' Utility Easement Book 2007, Page 12354
Plat 2910, Pg. 436
Parcel 01-09786-000
Wal-Mart Stores, Inc.
QCD Bk. 2016, Pg. 42154
WD Bk. 2016, Pg. 42145
20' Sewer Easem. PB 2907, Pg. 306
10' Water Easement PB 6, Pg. 66
8' Right-of-Way Grant Book 375, Page 535
Electric Anchor & Guy Easement Bk. 2007, Pg. 11677
15' Right-of-Way Grant Book 642, Page 752
Right-of-Way Grant Book 611, Page 594
20' Sewer Easement Book 611, Page 599
8' Utility Easement & Right-of-Way Grant Book 2007, Page 11869
Warranty Deed Bk. 2008, Pg. 41239
Remnant of a right-of-way guard rail to be removed
Temporary Construction Easement in favor of Arkansas State Highway Commission CV 072398
7.5' R.O.W. Grant Deed Bk. 650, Pg. 125
172'±R.O.W. GRANT DEED Bk. 946, Pg. 294
DEED BK. 298, PG. 379
80' R.O.W. Per Plat A15-1711 & Plat A15-1715
Computed Corner NW Corner NW¼ NW¼ Section 33 T-20-N, R-30-W
MM-1 Elev.= 1305.76'
Sta. 1+00
Sta. 2+00
Sta. 3+00
Sta. 4+00
Sta. 5+00
Sta. 6+00
Sta. 7+00
Sta. 8+00
Sta. 9+00
Sta. 10+00
Sta. 11+00
Sta. 12+00
Sta. 13+00
Sta. 14+00
Sta. 15+00
Sta. 16+00
Sta. 17+00
Sta. 18+00
Sta. 19+00
Sta. 20+00
Sta.



JOB # 31166 DRAWING: 31166 final plat.dwg LAST SAVED BY: JCHRISTIANSEN


LEGEND
Boundary Line
Adjoin. Boundary Line
Right-of-Way Line
Easement Line
Proposed Easements
Benchmark
Found 5/8" Rebar (orig. job noted)
Set 5/8" Rebar (orig. 5.5818")
Found Pipe (pin) (As noted)
Right-of-Way (ROW) monument
Brass/Aluminum Cap
Found Nail (As noted)
Cut Chisel
Control Point
Drill Hole
Gas Easement
Point of Beginning
Electric Easement
Drainage Easement
Utility Easement
Property Line
Right-of-Way
Deed Record
Sewer Clean Out
Electric Meter
Water Meter
Drainage Manhole (DMH)
Cross Walk (XW)
Fire Hydrant
Sewer Manhole (SMH)
Utility Pole
Electric Box
Water Valve
Irrigation Control Box
Grease Trap
Water Riser
Electric Vault
Fiber Optic Vault
Telephone Vault
Traffic Signal Vault
Traffic Light (2 Lamps)
Traffic Light (3 Lamps)
Light Pole Overhanging
Corrugated Plastic Pipe
Reinforced Concrete Pipe
Utility & Drainage Easement per this plat
Access Easement
Emergency Access and Public Utility Easement Co-use this plat
Right-of-Way Dedication per this plat
Easements to be Vacated per separate document
Utility Easement per this plat
SCALE IN FEET
City of Bentonville Project # FP20-00004
Engineering Associates, Inc.
PLANNERS
ENGINEERS
SURVEYORS
ENVIRONMENTAL SPECIALISTS
3309 SW REGENCY PARKWAY
BENTONVILLE, AR. 72712
(479) 273-9472
TEXAS REG. 10139700
DALLAS, TX 75234
(972) 488-3737
CORPORATE OFFICE TBPELS #10193800
DALLAS OFFICE TBPELS #10193900
© 2020, CEI ENGINEERING ASSOCIATES, INC.
SHEET 5
SHEET 3
SHEET 6
SHEET 7
SHEET 8
PARENT TRACT
LOT 1
BENTONVILLE INDUSTRIAL PARK
PLAT BK. E, PG. 72
PARCEL # 01-99769-000
WAL-MART PROPERTIES, INC.
WM. #1, #1622
WO. DK. 653, PG. 223
ZONING C-2
14,882,125 SQ. FT. ±
OR 341.664 AC ±
SUBJECT TRACT
LOT 3
WAL-MART LOT 3 SUBDIVISION
PARCEL # 01-99769-000
WAL-MART PROPERTIES, INC.
WM. #1, #1622
ZONING C-2
14,882,125 SQ. FT. ±
OR 341.664 AC ±
PARENT TRACT
LOT 1
BENTONVILLE INDUSTRIAL PARK
PLAT BK. E, PG. 72
PARCEL # 01-99769-000
WAL-MART PROPERTIES, INC.
WM. #1, #1622
ZONING C-2
SUBJECT TRACT
LOT 3
WAL-MART LOT 3 SUBDIVISION
PARCEL # 01-99769-000
WAL-MART PROPERTIES, INC.
WM. #1, #1622
ZONING C-2
14,882,125 SQ. FT. ±
OR 341.664 AC ±
7,416,969 Sq. Ft. ±
or 170.263 Ac. ±
SE Martin Luther King Jr. Pkwy
R/W VARIES (80' MINIMUM PER MASTER STREET PLAN)
S87°11'14"E 667.61'
S87°11'14"E 300.43'
N02°28'07"E 80.00'
N02°22'34"E 288.29'
N02°08'33"E 318.19'
S02°27'07"W
S02°28'13"W 71.74'
PROPERTY LINE TO BE REMOVED PER THIS PLAT
UTILITY & DRAINAGE EASEMENT PER THIS PLAT: 87,666 SQ. FT. OR 1.91 AC.
UTILITY & DRAINAGE EASEMENT PER THIS PLAT: 95,920 SQ. FT. OR 2.91 AC.
EMERGENCY ACCESS & PUBLIC UTILITY EASEMENT PER THIS PLAT: 141,215 SQ. FT. OR 3.24 AC.
UTILITY & DRAINAGE EASEMENT PER THIS PLAT: 35,966 SQ. FT. OR 0.82 AC.
UTILITY EASEMENT PER THIS PLAT: 33,263 SQ. FT. OR 0.76 AC.
UTILITY & DRAINAGE EASEMENT PER THIS PLAT: 25,554 SQ. FT. OR 1.31 AC.
DETAIL "A"
SCALE: 1" = 40'
JOB # 3116B DRAWING: 3116B Roll plot.dwg LAST SAVED BY: JOHNSTANSEN


SHEET 5
SHEET 7
PARENT TRACT
LOT 1
BENTONVILLE INDUSTRIAL PARK
PLAT BK. E, PG. 79
PARCEL #'S 01-00769-000
WAL-MART PROPERTIES, INC.
WD BK. 623 PG. 222
ZONING C-2
SUBJECT TRACT
LOT 5
WALMART LAYOUT SUBDIVISION
PARCEL # 01-05769-000
WAL-MART PROPERTIES, INC.
WD BK. 533 PG. 222
ZONING C-2
1495012 SQ. FT. ±
OR 32.55 AC.±
RIGHT OF WAY PER THIS PLAT, 20A.841 SQ. FT, OR 4.70 AC.
UTILITY & DRAINAGE EASEMENT PER THIS PLAT, 53,708 SQ. FT, OR 1.29 AC.
PROPERTY LINE TO BE REMOVED PER THIS PLAT
S.R. Martin Luther King Jr. Pkwy
SE 8th St.
90' RIGHT-OF-WAY PER MASTER STREET PLAN
P.O.B.
LOT 5
N: 746336.79'
E: 6668155.99'
Parcel 01-00772-000
JDP Investments, LLC
WD Bk. 2014, Pg. 57427
WD Bk. 2014, Pg. 57437
Lot 12
Burnett Addition
Parcel # 01-07087-000
Oldham, Terri L.
Deed Bk. 1998 Pg. 59195
Lot 13
Burnett Addition
Parcel # 01-07038-000
Loughman, Shelby Anne
Deed Bk. 2017 Pg. 36524
Lot 14
Burnett Addition
Parcel # 01-00938-000
Reeves, Wanda Jean
Deed Bk. 2004 Pg. 37842
Burnett Addition
Parcel # 01-07062-000
City of Bentonville
WD Bk. 2014 Pg. 56340
Parcel 01-02429-000 & 01-02497-000
Wal-Mart Properties
Lot 4 Ellis Addition Parcel 4 01-02465-000 City of Bentonville WD Bk. 2014 Pg. 57139
Lot 3 Ellis Addition Parcel # 01-02494-000 City of Bentonville WD Bk. 2014 Pg. 55921
Vl. Lot 2 Ellis Addition Parcel # 01-02465-000 City of Bentonville WD Bk. 2014 Pg. 61941
Parcel # 01-02779-001 City of Bentonville WD Bk. 2015 Pg. 21724
Parcel 01-02497-002 City of Bentonville
Parcel 01-02497-000 Wal-Mart Properties
Utility Easement Bk. 2016, Pg.39305
RR Spike SE Corner NE1/4 Section 32
Section 32
Section 33
N87°46'48"W 153.27'
N87°22'22"W 279.80'
N87°23'12"W 50.00'
N87°19'51"W 139.53'
S06°19'50"W 334.95'
S02°24'50"W 678.14'
N02°24'50"E 711.19'
124.61' R/W
124.64' R/W
111.1' R/W
100.9' R/W
112.17'
SCALE IN FEET
0 60' 90' 120'
LEGEND
Boundary Line
Adjoiner Boundary Line
Right-of-Way Line
Easement Line
Proposed Easement
Benchmark
Found 5/8" Rebar (rbe) (As noted)
Set 5/8" Rebar (rbe) "LS#1616"
Found Pipe (IPF) (As noted)
Right-of-Way (R/W) monument
Brass/Aluminum (al) Cap
Found Nail (As Noted)
QCD Quit Claim Deed
WD Warranty Deed
G.E. Gas Easement
P.O.B. Point of Beginning
E.E. Electric Easement
D.E. Drainage Easement
U.E. Utility Easement
PB Plat Book
R/W Right-of-Way
DR Deed Record
Sewer Clean Out
Electric Meter
Water Meter
Drainage Manhole (DMH)
Grate Inlet (GI)
Fire Hydrant
Sewer Manhole (SMH)
Utility Pole
Electric Riser
Water Valve
Irrigation Control Box
Grease Trap
Water Riser
Electric Vault
Fiber Optic Vault
Telephone Vault
Traffic Signal Vault
Traffic Light (2 Lanes)
Traffic Light (3 Lanes)
Light Pole Overhanging
Corrugated Plastic Pipe
RCP Reinforced Concrete Pipe
Utility & Drainage Easement per this plat
Emergency Access and Public Utility Easement Only per this plat
Right-of-Way Dedication per this plat
Easements to be Vacated per separate document
Utility Easement per this plat
City of Bentonville Project # FP20-0004
SHEET 8
REGISTERED
STATE OF
ARKANSAS
[redacted]
CEI Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3208 SW REGENCY PKWAY
BENTONVILLE, AR. 72713 (479) 273-9472
CORPORATE OFFICE TBPLS FIRM: #10093500
3030 LBJ FREEWAY
DALLAS, TX 75234 (972) 488-9737
DALLAS OFFICE TBPLS FIRM: #10094234
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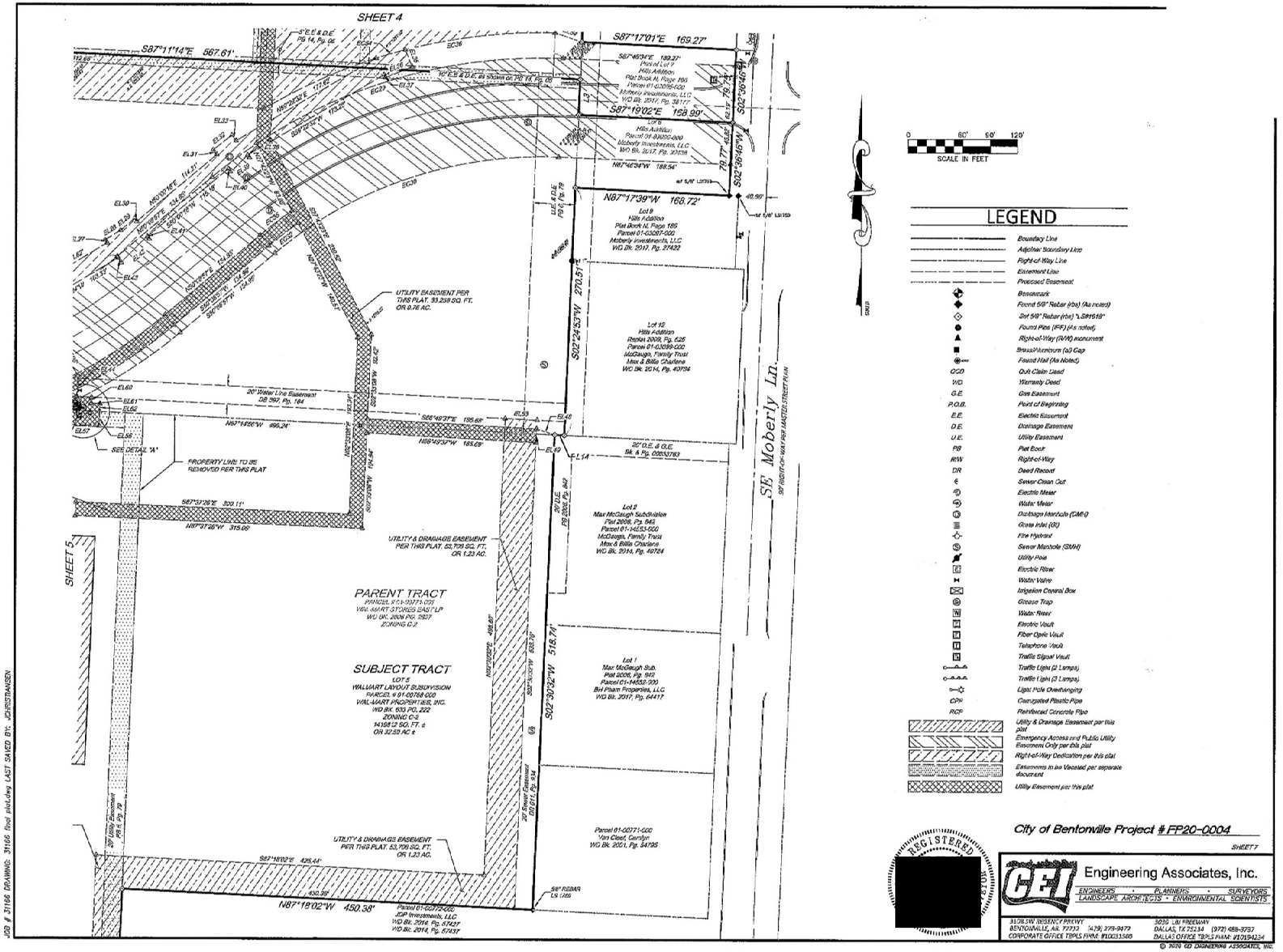
JOB # 31166 DRAWING: 31166 final plat.dwg LAST SAVED BY: JCHRISTIANSEN


SHEET 4
SHEET 5
S87°11'14"E 567.61'
S87°17'01"E 169.27'
S87°19'02"E 158.99'
N87°17'39"W 168.72'
N87°19'02"W 450.38'
S02°24'53"W 270.51'
S02°30'32"W 518.71'
S02°36'46"W 79.77'
SE Moberly Ln.
30' RIGHT-OF-WAY PER MASTER STREET PLAN
UTILITY EASEMENT PER THIS PLAT. 33,238 SQ. FT. OR 0.76 AC.
UTILITY & DRAINAGE EASEMENT PER THIS PLAT. 53,706 SQ. FT. OR 1.23 AC.
PROPERTY LINE TO BE REMOVED PER THIS PLAT
SEE DETAIL "A"
PARENT TRACT
PARCEL # 01-00773-001
WAL-MART STORES EAST LP
WD BK. 2009 PG. 2827
ZONING C-2
SUBJECT TRACT
LOT 5
WALMART LAYOUT SUBDIVISION
PARCEL # 01-00768-000
WAL-MART PROPERTIES, INC.
WD BK. 633 PG. 222
ZONING C-2
1436122 SQ. FT. ±
OR 32.93 AC ±
Lot 9 Hills Addition Plat Book N, Page 186 Parcel 01-03287-000 Moberly Investments, LLC WD Bk. 2017, Pg. 27422
Lot 10 Hills Addition Replat 2006, Pg. 625 Parcel 01-03289-000 McGaugh, Family Trust Max & Billie Charlene WD Bk. 2014, Pg. 40734
Lot 2 Max McGaugh Subdivision Plat 2006, Pg. 942 Parcel 01-14853-000 McGaugh, Family Trust Max & Billie Charlene WD Bk. 2014, Pg. 40734
Lot 1 Max McGaugh Sub. Plat 2006, Pg. 942 Parcel 01-14852-000 Bel Pham Properties, LLC WD Bk. 2017, Pg. 64417
Parcel 01-00771-000 Van Cleef, Carolyn WD Bk. 2001, Pg. 54795
Parcel 01-00775-000 JSP Investments, LLC WD Bk. 2014, Pg. 67437 WD Bk. 2014, Pg. 67437
20' Water Line Easement DB 397, Pg. 184
20' Utility Easement DB 401, Pg. 39
20' Sewer Easement DB 611, Pg. 934
20' U.E. & G.E. Bk. & Pg. 03003783
20' U.E. PB 2006, Pg. 942
5/8" REBAR LS 1165
SCALE IN FEET
0 60' 90' 120'
LEGEND
Boundary Line
Adjoiner Boundary Line
Right-of-Way Line
Easement Line
Proposed Easement
Benchmark
Found 5/8" Rebar (rbs) (As noted)
Set 5/8" Rebar (rbs) "LS#1548"
Found Pipe (IPF) (As noted)
Right-of-Way (R/W) monument
Brass/Aluminum (a/l) Cap
Found Nail (As Noted)
QCD Quit Claim Deed
WD Warranty Deed
G.E. Gas Easement
P.O.B. Point of Beginning
E.E. Electric Easement
D.E. Drainage Easement
U.E. Utility Easement
PB Plat Book
R/W Right-of-Way
DR Deed Record
Sewer Clean Out
Electric Meter
Water Meter
Drainage Manhole (DMH)
Grate Inlet (GI)
Fire Hydrant
Sewer Manhole (SMH)
Utility Pole
Electric Riser
Water Valve
Irrigation Control Box
Grease Trap
Water Riser
Electric Vault
Fiber Optic Vault
Telephone Vault
Traffic Signal Vault
Traffic Light (2 Lamps)
Traffic Light (3 Lamps)
Light Pole Overhanging
CPP Corrugated Plastic Pipe
RCP Reinforced Concrete Pipe
Utility & Drainage Easement per this plat
Emergency Access and Public Utility Easements Only per this plat
Right-of-Way Dedication per this plat
Easements to be Vacated per separate document
Utility Easement per this plat
REGISTERED
City of Bentonville Project # FP20-0004
SHEET 7
GET Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3128 SW REGENCY PKWY BENTONVILLE, AR. 72713 (479) 273-9472
CORPORATE OFFICE TBPLS FIRM: #10033500
3030 LBJ FREEWAY DALLAS, TX 75234 (972) 488-3733
DALLAS OFFICE TBPLS FIRM: #10194434
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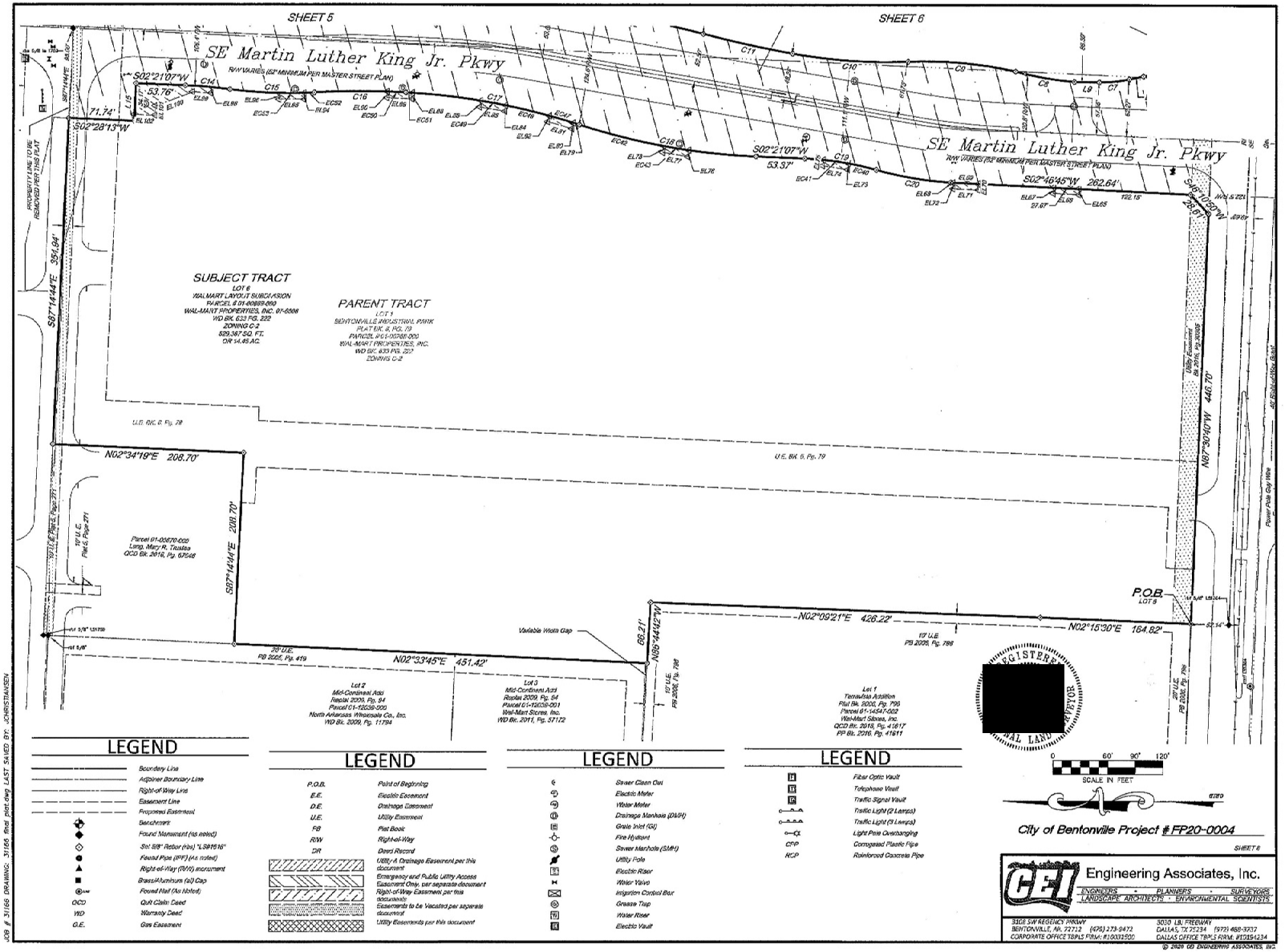
JOB # 31166 DRAWING: 31166 final plat.dwg LAST SAVED BY: JORGENSEN


SHEET 5
SHEET 6
SE Martin Luther King Jr. Pkwy
R/W VARIES (82' MINIMUM PER MASTER STREET PLAN)
SUBJECT TRACT
LOT 6
WALMART LAYOUT SUBDIVISION
PARCEL # 01-80669-000
WAL-MART PROPERTIES, INC. 01-5006
WD BK. 633 PG. 222
ZONING C-2
629,367 SQ. FT.
OR 14.45 AC.
PARENT TRACT
LOT 1
BENTONVILLE INDUSTRIAL PARK
PLAT BK. 8, PG. 79
PARCEL #01-10258-000
WAL-MART PROPERTIES, INC.
WD BK. 633 PG. 222
ZONING C-2
S87°14'44"E 351.04'
S02°28'13"W 71.74'
S02°21'07"W 53.76'
S02°21'07"W 53.37'
S02°46'45"W 262.64'
N87°30'10"W 446.70'
N02°34'19"E 208.70'
S87°14'44"E 208.70'
N02°09'21"E 426.22'
N02°15'30"E 164.82'
N02°33'45"E 451.42'
N05°14'42"W 66.21'
P.O.B
LOT 6
U.E. BK. 8, Pg. 79
Parcel 01-00670-000
Limp, Mary K. Trustee
QCD Bk. 2016, Pg. 67546
Lot 2
Mid-Continent Add
Replat 2009, Pg. 94
Parcel 01-12039-000
North Arkansas Wholesale Co., Inc.
WD Bk. 2009, Pg. 11794
Lot 3
Mid-Continent Add
Replat 2009, Pg. 94
Parcel 01-12039-001
Wal-Mart Stores, Inc.
WD Bk. 2011, Pg. 57172
Lot 1
Terrwilla Addition
Plat Bk. 2005, Pg. 799
Parcel 01-14547-002
Wal-Mart Stores, Inc.
QCD Bk. 2016, Pg. 41617
PP Bk. 2216, Pg. 41611
Variable Width Gap
20' U.E.
PB 2005, Pg. 459
10' U.E.
PB 2005, Pg. 799
SCALE IN FEET
0 60' 90' 120'
City of Bentonville Project # FP20-0004
SHEET 6
LEGEND
Boundary Line
Adjoiner Boundary Line
Right-of-Way Line
Easement Line
Proposed Easement
Benchmark
Found Monument (as noted)
Set 5/8" Rebar (dia) "LS81616"
Found Pipe (IPF) (As noted)
Right-of-Way (R/W) monument
Brass/Aluminum (al) Cap
Found Nail (As noted)
Quit Claim Deed
Warranty Deed
Gas Easement
P.O.B. Point of Beginning
E.E. Electric Easement
D.E. Drainage Easement
U.E. Utility Easement
PB Plat Book
R/W Right-of-Way
DR Deed Record
Utility-A Drainage Easement per this document
Emergency and Public Utility Access Easement Only, per separate document
Right-of-Way Easement per this document
Easements to be Vacated per separate document
Utility Easements per this document
Sewer Clean Out
Electric Meter
Water Meter
Drainage Manhole (DMH)
Grate Inlet (GI)
Fire Hydrant
Sewer Manhole (SMH)
Utility Pole
Electric Riser
Water Valve
Irrigation Control Box
Grease Trap
Water Riser
Electric Vault
Fiber Optic Vault
Telephone Vault
Traffic Signal Vault
Traffic Light (2 Lamps)
Traffic Light (3 Lamps)
Light Pole Overhanging
CPP Corrugated Plastic Pipe
RCP Reinforced Concrete Pipe
Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3108 SW REGENCY PKWY
BENTONVILLE, AR. 72712 (479) 273-9472
CORPORATE OFFICE TBPLS FIRM: #10032500
3030 LBJ FREEWAY
DALLAS, TX 75234 (972) 488-3233
DALLAS OFFICE TBPLS FIRM: #10194234
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JOB # 31166 DRAWING: 31166_final plat.dwg LAST SAVED BY: JOHNSTAVSEN

Property Line Table		
Line #	Direction	Length
L1	S67°17'33"E	20.64'
L2	N02°39'31"E	3.66'
L3	S02°24'53"W	38.72'
L4	N02°39'11"E	4.94'
L5	S02°39'11"W	48.25'
L6	N82°03'46"W	18.40'
L7	N42°51'31"W	13.85'
L8	N11°54'37"W	15.88'
L9	N00°48'52"E	27.32'
L10	N46°08'37"E	61.53'
L11	N87°31'53"W	4.34'
L12	N44°07'14"W	40.70'
L13	N01°09'49"E	35.05'
L14	N87°14'13"W	10.47'
L15	S87°31'33"E	41.12'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	832.11'	62.46'	4°18'03"	N2°08'30"W	62.45'
C2	713.00'	68.94'	7°05'55"	N0°44'02"W	68.26'
C3	778.00'	35.62'	2°36'44"	N1°30'34"E	35.61'
C4	741.00'	30.45'	2°21'19"	N1°22'52"E	30.45'
C5	261.37'	26.92'	5°54'04"	N0°01'55"E	26.91'
C6	156.99'	31.17'	11°22'36"	N8°48'20"W	31.12'
C7	157.63'	32.97'	11°58'13"	N5°34'13"W	32.91'
C8	362.06'	65.15'	10°18'37"	N9°55'02"E	65.06'
C9	446.25'	116.55'	15°13'15"	N5°09'32"E	116.20'
C10	586.71'	126.92'	12°23'40"	N3°51'55"E	126.67'
C11	1282.05'	99.85'	4°27'51"	N12°24'46"E	99.85'
C12	1104.85'	169.46'	8°47'17"	N10°20'11"E	169.29'
C13	1981.60'	124.66'	3°36'37"	N4°01'45"E	124.64'
C14	598.74'	48.93'	4°40'57"	N4°59'55"E	48.92'
C15	503.71'	92.59'	10°31'56"	N2°04'26"E	92.45'
C16	930.22'	100.05'	6°09'45"	N0°06'40"W	100.00'
C17	739.68'	193.14'	14°57'35"	N10°27'02"E	192.59'
C18	723.52'	196.73'	15°34'44"	N10°08'29"E	196.12'
C19	346.03'	79.59'	13°10'45"	N8°56'30"E	79.42'
C20	394.76'	82.77'	12°00'45"	N8°31'26"E	82.62'

Easement Line Table		
LINE	BEARING	DISTANCE
EL18	S02°39'11"W	9.79'
EL19	S67°17'33"E	30.00'
EL20	S02°39'31"W	3.78'
EL21	S47°44'02"E	17.20'
EL22	S42°15'58"W	15.00'
EL23	N47°44'02"W	4.85'
EL24	S02°49'06"W	14.82'
EL25	N59°05'09"E	10.71'
EL26	S75°54'51"E	34.52'
EL27	N35°49'47"W	3.89'
EL28	N28°56'49"E	20.06'
EL29	N20°07'18"E	20.05'
EL30	S35°41'47"E	4.01'
EL31	N56°27'53"W	9.34'
EL32	N51°32'07"E	26.00'
EL33	S38°27'53"E	7.76'
EL35	S21°55'07"E	20.17'
EL36	S89°04'53"W	32.00'
EL37	N21°55'07"W	3.43'
EL39	S89°22'32"W	179.25'
EL39	S83°27'56"W	26.01'
EL40	N36°27'53"W	3.82'
EL41	S35°41'47"E	3.31'
EL42	S80°09'05"W	48.11'
EL43	N35°49'47"W	9.34'
EL44	S02°47'40"W	22.90'
EL45	N57°14'13"W	10.07'
EL46	N02°45'47"E	20.00'
EL48	N72°12'34"W	20.73'
EL49	S02°39'32"W	16.00'

Easement Line Table		
LINE	BEARING	DISTANCE
EL50	N02°22'34"E	15.00'
EL51	S88°18'53"E	15.00'
EL52	S80°40'07"E	15.00'
EL53	S87°14'13"E	35.00'
EL54	N71°18'25"W	31.25'
EL55	N87°19'51"W	30.09'
EL56	S02°22'34"W	15.44'
EL57	N89°02'58"W	35.88'
EL58	N02°27'36"E	31.05'
EL59	S87°14'13"E	20.28'
EL60	S02°22'38"W	6.76'
EL61	S87°37'26"E	9.65'
EL62	S02°22'34"W	8.44'
EL63	N69°10'28"E	18.79'
EL64	N58°10'28"E	14.02'
EL65	N87°22'45"W	6.16'
EL66	N02°37'16"E	27.67'
EL67	S87°22'45"E	6.26'
EL68	S02°46'49"W	2.75'
EL69	N87°22'45"W	6.46'
EL71	N02°37'16"E	27.67'
EL72	S87°22'45"E	6.95'
EL73	N81°05'58"W	6.79'
EL74	N08°54'34"E	27.67'
EL75	S81°05'26"E	6.95'
EL76	N80°33'28"W	7.01'
EL77	N09°26'58"E	27.67'
EL78	S80°39'02"E	6.92'
EL79	N17°41'12"E	6.30'

Easement Line Table		
LINE	BEARING	DISTANCE
EL80	N73°44'25"W	6.69'
EL81	N16°15'35"E	27.67'
EL82	S73°44'25"E	6.73'
EL84	N86°53'14"W	6.39'
EL85	N02°08'46"E	27.67'
EL86	S83°53'14"E	7.02'
EL88	N87°28'40"W	6.71'
EL89	N02°31'20"E	27.67'
EL90	S87°28'40"E	6.74'
EL94	S89°42'41"W	7.05'
EL95	N00°17'19"W	27.67'
EL96	N89°42'41"E	7.00'
EL98	N65°57'49"W	6.95'
EL99	N04°02'12"E	20.63'
EL100	N26°52'49"W	43.67'
EL101	N87°44'27"W	10.22'
EL102	N02°15'33"E	22.35'
EL103	N22°22'34"E	3.44'
EL104	S87°19'17"E	10.08'
EL105	N02°18'45"E	23.00'
EL106	S62°49'49"W	20.00'

Easement Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
EC21	711.00'	29.53'	2°21'19"	S1°22'52"W	29.22'
EC22	809.00'	36.66'	2°36'44"	S1°30'34"W	36.66'
EC23	685.00'	64.62'	7°05'55"	S0°44'02"E	64.57'
EC24	809.00'	82.66'	6°32'34"	S0°58'13"E	82.63'
EC25	295.00'	70.76'	13°44'58"	N85°54'54"E	70.62'
EC26	185.00'	67.61'	16°57'16"	N69°16'47"E	67.27'
EC27	475.00'	236.84'	28°32'40"	S76°41'47"W	234.30'
EC28	475.00'	350.84'	42°19'10"	N71°18'32"E	342.92'
EC29	585.00'	414.90'	42°04'29"	N71°11'11"E	405.64'
EC30	457.00'	335.69'	42°04'29"	S71°11'11"W	328.10'
EC31	583.00'	430.61'	42°19'10"	S71°18'32"W	420.86'
EC32	454.31'	40.64'	5°08'44"	S62°36'12"W	40.62'
EC33	372.50'	422.90'	42°19'25"	S71°18'39"W	413.35'
EC34	697.50'	491.82'	42°18'25"	N71°18'39"E	482.52'
EC35	483.31'	43.75'	5°20'25"	N62°42'04"E	43.74'
EC36	595.62'	333.37'	32°03'28"	S75°10'39"W	328.04'
EC37	25.00'	39.25'	89°54'59"	N47°49'16"E	35.33'
EC38	36.00'	56.55'	89°34'59"	N47°59'23"E	50.92'
EC39	40.00'	62.70'	89°46'15"	N43°06'05"E	56.47'
EC40	346.03'	31.04'	5°08'21"	N12°57'42"E	31.03'
EC41	346.03'	27.56'	4°34'56"	S89°08'02"W	27.57'
EC42	723.52'	95.40'	7°33'16"	S14°06'12"W	95.34'
EC43	723.52'	27.67'	2°11'28"	S9°16'46"W	27.67'
EC47	739.68'	27.67'	2°08'36"	S16°22'18"W	27.67'
EC48	739.68'	49.12'	3°48'16"	N13°23'49"E	49.11'
EC49	739.68'	27.68'	2°08'38"	S10°25'21"W	27.67'
EC50	880.22'	20.35'	1°19'20"	S2°20'33"W	20.38'
EC51	739.68'	7.29'	0°33'51"	S3°15'05"W	7.28'
EC52	503.71'	10.52'	1°11'52"	N2°34'36"W	10.52'
EC53	503.71'	27.67'	3°08'51"	S0°23'14"E	27.67'

TOTAL TRACT DESCRIPTION

Parent Tract Lot 1 Deed Bk. 633, Pg. 222
SE/4 of the SE/4 of the NE/4 of Section 32, Township 20 North, Range 30 West, except the West 66 feet thereof-subject to street on the South side thereof AND part of the NW/4 of Section 33, Township 20 North, Range 30 West, described as beginning North 89°29 minutes 34 seconds East 388.33 feet, thence South 89°29 minutes 15 seconds East 1119.30 feet, thence South 01°04 minutes 10 seconds West 386.34 feet to the point of beginning, containing 1,986,336 square feet or 45.64 acres, more or less.

AND
Parent Tract Tract 6 Deed Bk. 671, Pg. 901
Tract 6, Bentonville Industrial Park, Bentonville, Arkansas as shown in Plat Record 14 at Page 05 of the Records of Benton County, Arkansas, containing 14,1691 square feet or 0.32 acres, more or less.

AND
Parent Tract Tract 5 Deed Bk. 2021, Pg. 9252
Part of Tract 5 of Bentonville Industrial Park, an addition to the City of Bentonville, Benton County, Arkansas, as filed for record November 12, 1985 in Plat Book 6 at Page 155, also being part of the NW/4 of the NW/4 of Section 33, Township 20 North, Range 30 West and being more particularly described as follows;
Commencing at the Northwest corner of said NW/4 of the NW/4; THENCE South 02°19'12" West, 208.70 feet; THENCE South 87°17'47" East, 5.37 feet to a set 1/2" rebar with plastic cap (P.S. 1339) on the right of way line of Arkansas Hwy 72, per Quit Claim Deed Record Book 2002 at Page 4916 and the POINT OF BEGINNING; THENCE South 87°17'47" East, 544.42 feet to a found 5/8" rebar; THENCE North 67°13'13" West, 330.00 feet to a found 1/2" rebar with plastic cap (P.S. 1369) and the right of way line of S.E. Martin Luther King, Jr. Parkway; THENCE, along said right of way, North 02°18'45" East, 661.62 feet to a set 1/2" rebar with plastic cap (P.S. 1339); THENCE, along said right of way line of Arkansas Highway 72, North 09°07'57" East, 46.90 to the POINT OF BEGINNING, containing 9.20 acres, more or less.

AND
Parent Tract Lot 7, Hill's Addition Deed Bk. 2017, Pg. 95332
Lot 7 of Hill's Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record H at page 186. LESS AND EXCEPT that portion of the above described land previously conveyed to the City of Bentonville, Arkansas, in that certain Warranty Deed, dated April 10, 2000 and filed for record April 11, 2000, as Document No. 00034252, of the Records of Benton County, Arkansas, being more particularly described as follows: Part of Lot 7 of Hill's Addition to the City of Bentonville, Arkansas, as recorded in Plat Record "H" at page 186, more particularly described as beginning at the Northeast corner of said Lot 7; thence South 01°22'27" West 80.09 feet to the Southeast corner of said Lot 7; thence North 87°13'15" West, along the South line of said Lot 7, 364 feet; thence North 02°27'06" East 80.04 feet to the North line of said Lot 7; thence South 87°13'16" East, along the North line of said Lot 7, 9.53 feet to the Point of Beginning, containing 767 square feet, more or less.

AND
Parent Tract Deed Bk. 2006, Pg. 2826
Part of the SW/4 of the NW/4 of Section 33, Township 20 North, Range 30 West, City of Bentonville, Benton County, Arkansas, being more particularly described as: Beginning North 770.06 feet and East 691.73 feet from the South west corner of the SW/4 of the NW/4 of said Section 33; thence North 02°24'58" East 219.45 feet; Thence South 87°13'13" East 451.73 feet; thence South 02°30'34" West 518.74 feet; thence North 87°36'35" West 450.58 feet to the point of beginning.

AND
Parent Tract Deed Bk. 2016, Pg. 46400
Part of the NW 1/4 of the NW 1/4 of Section 33, Township 20 North, Range 30 West, Benton County, Arkansas, and being more particularly described as follows, to-wit: Beginning at a point South 89° 40' East 199.9 feet from the NW corner of the said NW 1/4 of the NW 1/4; thence South 89° 40' East 217.6 feet; thence South 00° 01' West 208.7 feet; thence North 89° 40' West 217.6 feet; thence North 00° 01' East 208.7 feet to the place of beginning.
LESS AND EXCEPT a strip of property 5 feet in width along the entire North property line as additional Highway #72 right of way for the City of Bentonville, in compliance with City's Master Street Plan.
Being the same lands as set forth in ALTA/NSPS Land Title Survey made by Kevin Michael Hall, PLS No. 1769, of CEI Engineering Associates, Inc., dated June 24, 2016, and designated Job No. 29656, being more particularly described as follows:
A tract of land being described in Deed Book 1990, Page 28442 and being surveyed according to Plat Book A15, Page 171 and Plat Book A151, Page 1710, being situated in the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), of Section 33, Township 20 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows:
COMMENCING at the calculated Northwest corner of said Quarter, Quarter of Section 33; THENCE along the North line of said Section 33, South 87° 07' 25" East a distance of 396.78 feet to the POINT OF BEGINNING;
THENCE continuing along said North line, South 87° 07' 25" East a distance of 237.68 feet; THENCE leaving said North line, South 02° 10' 42" West crossing a found 5/8" rebar (LS#1178) according to Plat Book 2010, Page 439 on the South right-of-way of E. Central Ave. according to AHTD Job #080178 at a distance of 41.30 feet and continuing for a total distance of 307.59 feet to a found 1" pipe according to Plat Book 2010, Page 439 and Plat Book M, Page 207; THENCE North 87° 16' 25" West a distance of 213.43 feet to a found 1/2" rebar; THENCE North 02° 29' 35" East a distances of 208.16 feet to the POINT OF BEGINNING and containing 45,327 square feet or 1.04 acres, more or less.

AND
Parent Tract Lot 9, Hill's Addition Deed Bk. 2017, Pg. 30438
Lot 9 of Hill's Addition to the City of Bentonville, Benton County, Arkansas, as shown on Plat Record H at page 186.

AND
Parent Tract Tract "A" Deed Bk. 2017, Pg. 38055
Tract "A" of Plat N-205, being a part of the NW1/4 of the N 1/2 of Section 33, Township 20 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas, being more particularly described as follows:
Beginning at the NW corner of said Section 33, being a found railroad spike in the centerline of Arkansas Highway #72; thence along the North line of said NW1/4 of the NW1/4, South 89°40'00" East 199.90 feet; thence South 00d01'00"West 208.70 feet to a found iron pin, thence North 89d40'00"West 203.30 feet to a found iron pin; thence North 00°37'00" East 208.70 feet to the Point of Beginning. Subject to the right of way of Arkansas Highway #72 along the North side thereof.
LESS AND EXCEPT
Part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 30 West, Benton County, Arkansas, more particularly described as follows: Commencing at a railroad spike being used as the common corner of Sections 28,29,32, and 33; thence South 02°27'24"West along the West line of the Northwest Quarter of the Northwest Quarter of Section 33 a distance of 42.46 feet to a point on the Southerly right of way line of Arkansas State Highway 72 as established by AHTD Job 9147 for the point of beginning; thence South 37°15'51"E feet along said right of way line a distance of 37.49 feet to a point on the Southerly right of way of Arkansas State Highway 72 as established by AHTD Job 080178; thence South 52°57'41"West along said right of way line a distance of 30.48 feet to a point; thence South 60°50,58" West along said right of way line a distance of 98.00 feet to a point; thence South 69°16'26"West along said right of way line a distance of 51.69 feet to a point, thence North 87°24'47"West a distance of 5.37 feet to a point on the West line of the Northwest Quarter of the Northwest Quarter of Section 33 also being the Easterly right of way line of 52 "S" Street; thence North 02°27'24" East along said right of way line a distance of 166.75 feet to the point of beginning, as shown on plans prepared by the AHTD referenced as Job 080178.

Total tract containing square feet or acres, more or less.

City of Bentonville Project # FP20-0004

SHEET 9

Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3109 SW REGENCY FACTORY, BENTONVILLE, AR 72712 (479) 273-9472
CORPORATE OFFICE TBPLS FIRM: #100031500
9330 LBJ FREEWAY, DALLAS, TX 75243 (972) 488-3737
DALLAS OFFICE TBPLS FIRM: #10194294

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JOB # 31166 DRAWING: 31166 final plot.dwg LAST SAVED BY: JOHNSTRANSEN

User Name: JILL
CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
on L20210041 2/4/2021 11:39:21 AM
Brenda DeShields, Circuit Clerk
BENTON CO, AR FEE $60.00

~ 67 ~

Survey Description Lot 1

A part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4), Section 33, Township 20 North, Range 30 West, Benton County, Arkansas, being known as Tract "A" of Plat Book X, Page 205 in the public records of Benton County, Arkansas, hereinafter being known as Lot 1, Walmart Layout Subdivision and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83 performed on February 19, 2020 by CEI Engineering Associates, Inc. as follows:

BEGINNING at a found rebar, being the most northern corner of said Tract "A";
THENCE South 87°15'51" East along the South right-of-way of S. Central Ave., a distance of 162.11 feet to a found 5/8" rebar;
THENCE South 02°53'03" West along the West boundary of said Tract "A", a distance of 186.44 feet to a found 1/2" rebar being the Southeast corner of said Tract "A";
THENCE North 87°17'21" West along the South boundary of said Tract "A", a distance of 174.28 feet to a set 5/8" rebar capped with LS #1618;
THENCE North 02°53'21" East, a distance of 158.55 feet to a set 5/8" rebar capped with LS #1618;
THENCE North 38°10'18" East, a distance of 14.02 feet to the POINT OF BEGINNING, containing 28,907 square feet or 0.66 acres, more or less.

Survey Description Lot 2

A part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4), Section 33, Township 20 North, Range 30 West, Benton County, Arkansas, being the parcel described in Deed Book 2016, Page 46400 and the same lands as set forth on ALTA/NSPS Land Title Survey made by Kevin Hall PLS No. 1789, of CEI Engineering Associates, Inc. dated June 24, 2016, and designated Job No. 29656, hereinafter being known as Lot 2 and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83 performed on February 18, 2020 by CEI Engineering Associates, Inc. as follows:
BEGINNING at a found 5/8" rebar, being the Northeast corner said parcel;
THENCE South 02°10'41" West along the West boundary of said parcel, a distance of 166.30 feet to a found 1" pipe and the Southeast corner of said parcel;
THENCE North 87°17'21" West along the South boundary of said parcel, a distance of 219.43 feet to a found 1/2" rebar and the Southwest corner of said parcel;
THENCE North 02°53'03" East along the West boundary of said parcel, a distance of 166.42 feet to a found 5/8" rebar and the Northwest corner of said parcel;
THENCE South 87°15'51" East along the North boundary of said parcel, a distance of 217.88 feet to the POINT OF BEGINNING; containing 36,260 square feet or 0.83 acres, more or less.

Survey Description Lot 3

A part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4), Section 33, Township 20 North, Range 30 West, Benton County, Arkansas, being part of Tract 5, Bentonville Industrial Park to the City of Bentonville according to Plat Book 6, Page 155 in the public records of Benton County, Arkansas, hereinafter being known as Lot 3, Walmart Layout Subdivision to the City of Bentonville, Benton County, Arkansas, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83 performed on February 19, 2020 by CEI Engineering Associates, Inc. as follows:
COMMENCING at a found 2" aluminum cap on the East right-of-way of SE Martin Luther King Jr. Pkwy. (MR);
THENCE North 00°02'16" East along said right-of-way, a distance of 47.26 feet to the Northwest corner of aforementioned Lot 5;
THENCE South 87°17'53" East along the North boundary of said Lot 5, a distance of 70.04 feet to the POINT OF BEGINNING;
THENCE South 87°17'21" East along said North boundary, a distance of 523.78 to a set 5/8" rebar capped LS #1618;
THENCE South 02°19'45" West along the West boundary of Tract 6 Bentonville Industrial Park according to Plat Book 14, Page 06, a distance of 728.69 feet to a set 5/8" rebar capped LS #1618;
THENCE North 87°11'14" West along the North boundary of Lot 1, Bentonville Industrial Park according to Plat Book 6, Page 79, a distance of 569.43 feet to a set 5/8" rebar capped with LS #1618 on the East right-of-way of SE Martin Luther King Jr. Pkwy.;
THENCE along the East Right-of-Way of SE Martin Luther King Jr. Pkwy., the following eight (8) calls:
1. *along the arc of a non-tangent curve to the left to the left a 62.46 feet, having a radius of 392.11 feet, through a central angle of 04°18'03", having a chord which bears North 02°08'30" West, a distance of 62.43 feet to a set 5/8" rebar capped with LS #1618;*
2. *North 04°16'59" West, a distance of 78.18 feet to a set 5/8" rebar capped with LS #1618;*
3. *along the arc of a curve to the right 88.34 feet, having a radius of 712.00 feet, through a central angle of 07°06'55", having a chord bearing and distance of North 00°46'02" West, a distance of 88.28 feet to a set 5/8" rebar capped with LS #1618;*
4. *North 02°48'56" East, a distance of 262.99 feet to a set 5/8" rebar capped with LS #1618;*
5. *along the arc of a curve to the left 35.32 feet, having a radius of 775.00 feet, through a central angle of 02°36'44", having a chord bearing and distance of North 01°30'34" East, a distance of 35.31 feet to a set 5/8" rebar capped with LS #1618;*
6. *North 00°12'39" East, a distance of 167.40 feet to a set 5/8" rebar capped with LS #1618;*
7. *along the arc of a Curve to the right 20.46 feet, having a radius of 741.00 feet, through a central angle of 01°34'19", having a chord bearing and distance of North 00°25'51" East, a distance of 20.46 feet to a set 5/8" rebar capped with LS #1618;*
8. *North 02°39'01" East, a distance of 3.86 feet to the POINT OF BEGINNING, containing 375,985 square feet or 8.63 acres, more or less.*

Survey Description Lot 4

A part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4), Section 33, Township 20 North, Range 30 West, Benton County, Arkansas, being part of Tract 6, Bentonville Industrial Park according to Plat Book 14, Page 06, part of Lot 3 and all of Lot 8, Hills Addition according to Plat Book 1, Page 186 in the City of Bentonville, Benton County, Arkansas, hereinafter being known as Lot 4, Walmart Layout Subdivision to the City of Bentonville, Benton County, Arkansas, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83 performed on February 19, 2020 by CEI Engineering Associates, Inc. as follows:
BEGINNING at a found 1" pipe being the Northeast corner of said Tract 6;
THENCE South 02°24'53" West along the East boundary of said Tract 6, a distance of 688.91 feet to a set 5/8" rebar capped with LS #1618;
THENCE South 87°17'01" East along the South boundary of Lot 6, Hills Addition according to Plat Book 1, Page 186, a distance of 168.27 feet to a set 5/8" rebar capped with LS #1618 on the West right-of-way of SE Moberly Lane;
THENCE South 02°26'48" West along said West right-of-way, a distance of 75.75 feet;
THENCE North 87°19'02" West, a distance of 168.89 feet to a found 5/8" rebar;
THENCE North 02°24'53" East along the South boundary of aforementioned Lot 7, Hills Addition, a distance of 38.72 to a set 5/8" rebar capped with LS #1618;
THENCE North 87°11'14" West along the North boundary of Lot 1, Bentonville Industrial Park according to Plat Book 6, Page 79, a distance of 567.61 feet to a set 5/8" rebar capped with LS #1618;
THENCE North 02°19'45" East along the East boundary of Tract 5 Bentonville Industrial Park according to Plat Book 6, Page 155, a distance of 728.69 feet to a set 5/8" rebar capped with LS #1618;
THENCE South 87°16'28" East along the North boundary of Tract 6, Bentonville Industrial Park according to Plat Book 14, Page 06, a distance of 568.90 feet to the POINT OF BEGINNING; containing 417,758 square feet or 9.62 acres, more or less.

Survey Description Lot 5

A part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4), Section 33, Township 20 North, Range 30 West, Benton County, Arkansas, being part of Lot 1, Bentonville Industrial Park according to Plat Book 6, Page 79, part of Lot 5, Ellis Addition according to a Final Plat executed by John Ramsey, LS #689 and signed April 19, 1978, the parcel described at Deed Book 2006, Page 2827 and Lot 8, Hills Addition, according to Plat Book N, Page 186 in the public records of Benton County, Arkansas, hereinafter known as Lot 5, Walmart Layout Subdivision to the City of Bentonville, Benton County, Arkansas, and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83 performed on February 18, 2020 by CEI Engineering Associates, Inc. as follows:
BEGINNING at a found 5/8" rebar being the Northwest corner of the parcel described at Deed Book 2015, Page 93224;
THENCE North 87°19'53" West along the North boundary of said parcel, a distance of 139.52 feet to a set 5/8" rebar capped LS #1618;
THENCE North 02°53'21" East along the East boundary of the common property of Ellis Addition according to a Plat recorded on April 18, 1979 by John L. Ramsey, a distance of 4.54 feet to a set 5/8" rebar capped LS #1618;
THENCE North 87°23'12" West, a distance of 50.00 feet;
THENCE North 87°22'22" West along the North boundary of said Ellis Addition, a distance of 279.80 feet to a set 5/8" rebar capped LS #1618 being the Northwest corner of Lot 4, Ellis Addition;
THENCE South 02°53'21" West along the West boundary of said Lot 4, a distance of 48.29 feet to a set 5/8" rebar capped LS #1618;
THENCE North 87°03'46" West along the North right-of-way of aforementioned SE 8th Street, a distance of 18.40 feet to a set 5/8" rebar capped LS #1618;
THENCE North 87°46'48" West, a distance of 155.27 feet to a set 5/8" rebar capped with LS #1618;
THENCE along the East right-of-way of SE Martin Luther King Jr. Pkwy, the following 19 calls;
1. *North 47°32'12" West, a distance of 32.88 feet to a set 5/8" rebar capped with LS #1618;*
2. *along the arc of a non-tangent curve to the left 26.92 feet, having a radius of 261.37 feet, through a central angle of 05°54'04", having a chord which bears North 00°01'56" East, a distance of 26.91 feet to a set 5/8" rebar capped with LS #1618;*
3. *along the arc of a non-tangent curve to the left 33.17 feet, having a radius of 156.96 feet, through a central angle of 12°06'28", having a chord which bears North 08°49'20" West, a distance of 33.12 feet to a set 5/8" rebar capped with LS #1618;*
4. *North 11°54'37" West, a distance of 15.68 feet to a set 5/8" rebar capped with LS #1618;*
5. *along the arc of a non-tangent curve to the right 31.07 feet, having a radius of 157.83 feet, through a central angle of 11°56'13", having a chord which bears North 05°54'13" West, a distance of 32.91 feet to a set 5/8" rebar capped with LS #1618;*
6. *North 02°48'53" East, a distance of 27.52 feet to a set 5/8" rebar capped with LS #1618;*
7. *along the arc of a non-tangent curve to the right 65.15 feet, having a radius of 262.05 feet, through a central angle of 10°16'37", having a chord which bears North 08°55'02" East, a distance of 65.06 feet to a set 5/8" rebar capped with LS #1618;*
8. *along the arc of a non-tangent curve to the left 118.55 feet, having a radius of 446.25 feet, through a central angle of 15°13'15", having a chord which bears North 05°09'32" East, a distance of 118.20 feet to a set 5/8" rebar capped with LS #1618;*
9. *along the arc of a non-tangent curve to the right 126.52 feet, having a radius of 586.71 feet, through a central angle of 12°21'47", having a chord which bears North 03°54'59" East, a distance of 126.27 feet to a set 5/8" rebar capped with LS #1618;*
10. *along the arc of a non-tangent curve to the right 99.89 feet, having a radius of 1,282.03 feet, through a central angle of 04°27'51", having a chord which bears North 12°24'46" East, a distance of 99.86 feet to a set 5/8" rebar capped with LS #1618;*
11. *along the arc of a non-tangent curve to the left 163.46 feet, having a radius of 1,104.85 feet, through a central angle of 08°47'17", having a chord which bears North 10°20'11" East, a distance of 163.29 feet to a set 5/8" rebar capped with LS #1618;*
12. *along the arc of a non-tangent curve to the left 124.86 feet, having a radius of 1,981.60 feet, through a central angle of 03°36'37", having a chord which bears North 04°01'49" East, a distance of 124.84 feet to a set 5/8" rebar capped with LS #1618;*
13. *North 02°09'33" East, a distance of 218.13 to a set 5/8" rebar capped with LS #1618;*
14. *North 46°09'37" East, a distance of 51.33 feet to a set 5/8" rebar capped with LS #1618;*
15. *North 02°26'07" East, a distance of 80.00 feet to a set 5/8" rebar capped with LS #1618;*
16. *North 87°31'53" West, a distance of 4.34 feet to a set 5/8" rebar capped with LS #1618;*
17. *North 44°07'14" West, a distance of 40.39 feet to a set 5/8" rebar capped with LS #1618;*
18. *North 02°22'14" East, a distance of 388.25 feet to a set 5/8" rebar capped with LS #1618*
19. *North 01°59'49" East, a distance of 35.05 feet to a set 5/8" rebar capped with LS #1618;*

THENCE South 87°11'14" East right-of-way, South 87°11'14" East along the North boundary of said Lot 1, a distance of 1068.04 feet to a set 5/8" rebar capped LS #1618;
THENCE South 02°24'53" West along the West boundary of Lot 7, Hills Addition, a distance of 38.72 feet to a set 5/8" rebar capped LS #1618;
THENCE South 87°19'02" East along the North boundary of aforementioned Lot 8, a distance of 168.89 feet set 5/8" rebar capped LS #1618 and a point on the West right-of-way of SE Moberly Lane;
THENCE South 02°26'48" West along said right-of-way, a distance of 79.77 feet to a found 5/8" rebar capped LS #1759;
THENCE North 87°17'39" West along the North boundary of Lot 9, Hills Addition, a distance of 168.72 feet to a set 5/8" rebar capped LS #1618;
THENCE South 02°24'53" West, a distance of 270.51 feet to a set 5/8" rebar capped LS #1618 and the Southwest corner of Lot 12, Hills Addition according to a Plat Book 2008, Page 525;
THENCE North 87°11'14" West along the North boundary of Lot 2, Mac McGough Subdivision according to Plat Book 2006, Page 842, a distance of 10.47 feet to a set 5/8" rebar capped LS #1618;
THENCE South 02°20'32" West, a distance of 518.74 feet to a found 5/8" rebar capped LS #1759;
THENCE North 87°19'02" West, a distance of 450.38 feet to a set 5/8" rebar capped LS #1618;
THENCE South 02°24'56" West, a distance of 676.14 feet to the POINT OF BEGINNING; containing 1,415,812 square feet or 32.59 acres, more or less.

Survey Description Overall Walmart Layout Subdivision

A part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4), Section 33, and a part of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4), Section 32 in Township 20 North, Range 30 West, Benton County, Arkansas, being known as Tract "A" of Plat Book X, Page 205, the parcel described in Deed Book 2016, Page 46400, and the same lands as set forth in ALTA/NSPS Land Title Survey made by Kevin Hall PLS No. 1789, of CEI Engineering Associates, Inc. dated June 24, 2016, and designated Job No. 29656, part of Tract 5, Bentonville Industrial Park to the City of Bentonville according to Plat Book 6, Page 155, part of Tract 6, Bentonville Industrial Park according to Plat Book 14, Page 06, part of Lot 7 and all of Lot 8, Hills Addition according to Plat Book N, Page 186, part of Lot 1, Bentonville Industrial Park according to Plat Book 6, Page 79, part of Lot 5, Ellis Addition according to a Final Plat executed by John Ramsey, LS #689 and signed April 19, 1978, the parcel described at Deed Book 2006, Page 2827 and Lot 8, Hills Addition, according to Plat Book N, Page 186, and part of Lot 1, Bentonville Industrial Park to the City of Bentonville according to Plat Book 6, Page 79, all in the public records of Benton County, Arkansas, hereinafter being known as Walmart Layout Subdivision and being described by metes and bounds from an on-the-ground survey based on bearings established using NAD83 performed on February 18, 2020 by CEI Engineering Associates, Inc. as follows:
BEGINNING at a found rebar, being the most Northern Northwest corner of said Tract "A";
THENCE South 87°15'51" East along the South right-of-way of SE 8th St. according to ANTD Job #9147, a distance of 379.94 feet to a found 5/8" rebar;
THENCE South 02°10'41" West along the East boundary of the aforementioned parcel described in Deed Book 2016, Page 46400, a distance of 166.30 feet to a found 1" pipe;
THENCE South 87°16'25" East along the North Boundary of Bentonville Industrial Park, a distance of 700.07 feet to a found 1" pipe and the Northeast corner of aforementioned Tract 6;
THENCE South 02°24'53" West along the East boundary of said Tract 6, a distance of 688.91 feet to a set 5/8" rebar capped with LS #1618 and the Northwest corner of aforementioned Lot 7, Hills Addition;
THENCE South 87°17'01" East along the North boundary of said Lot 7, a distance of 168.27 feet to a set 5/8" rebar capped with LS #1618;
THENCE South 02°26'48" West along the West right-of-way SE Moberly Ln., passing a to a set 5/8" rebar capped with LS #1618 at a distance of 75.75 feet, continuing for a total distance of 159.52 feet to a found 5/8" rebar capped with LS #1759 and the Southeast corner of aforementioned Lot 8;
THENCE North 87°17'39" West along the South boundary of said Lot 8, a distance of 168.72 feet to a set 5/8" rebar capped with LS #1618;
THENCE South 02°24'53" West, a distance of 270.51 feet to a set 5/8" rebar capped with LS #1618;
THENCE North 87°11'43" West, a distance of 20.47 feet to a set 5/8" rebar capped with LS #1618;
THENCE South 02°20'32" West along the East boundary of the aforementioned parcel described in Deed Book 2006, Page 2827, a distance of 518.74 feet to a found 5/8" rebar capped LS #1759;
THENCE North 87°19'02" West along the South boundary of said parcel, a distance of 450.38 feet to a set 5/8" rebar capped with LS #1618;
THENCE South 02°24'56" West along the East boundary of aforementioned Lot 1, a distance of 876.14 feet to a found 5/8" rebar;
THENCE along the South boundary of said Lot 1, the following five (5) calls;
1. *North 87°19'51" West, a distance of 139.52 feet to a set 5/8" rebar capped with LS #1618;*
2. *North 02°53'21" East, a distance of 4.54 feet to a set 5/8" rebar capped with LS #1618;*
3. *North 87°23'12" West, a distance of 50.00 feet to a set 5/8" rebar capped with LS #1618;*
4. *North 87°22'22" West, a distance of 279.80 feet to a set 5/8" rebar capped with LS #1618;*
5. *South 02°53'21" West, a distance of 58.20 feet to a point on the North right-of-way of SE 8th St.;*

THENCE North 87°30'46" West along said North right-of-way, a distance of 782.65 feet to a set 5/8" rebar capped with LS #1618;
THENCE along the West boundary of aforementioned Lot 1, the following six (6) calls;
1. *North 02°13'30" East, a distance of 364.82 feet to a set 5/8" rebar capped with LS #1618;*
2. *North 02°09'21" East, a distance of 426.22 feet to a set 5/8" rebar capped with LS #1618;*
3. *North 88°44'42" West, a distance of 66.23 feet to a set 5/8" rebar capped with LS #1618;*
4. *North 02°39'45" East, a distance of 431.42 feet to a set 5/8" rebar capped with LS #1618;*
5. *South 87°14'44" East, a distance of 208.70 feet to a set 5/8" rebar capped with LS #1618;*
6. *North 02°34'19" East, a distance of 208.70 feet to a point on the South right-of-way of SE 5th St. and a set 5/8" rebar capped with LS #1618;*

THENCE South 87°14'44" East along said South right-of-way, a distance of 453.94 feet to a found 5/8" rebar capped LS #1759 and a point on the West boundary of Section 33, Township 20 North, Range 30 West, Benton County, Arkansas;
THENCE North 02°23'54" East along said West boundary, a distance of 1,071.95 feet to a found 2" aluminum monument stamped LS 8406;
THENCE North 09°00'16" East, a distance of 47.26 feet;
THENCE North 09°39'12" East, a distance of 51.45 feet to a found 2" aluminum monument;
THENCE North 02°50'11" East along the West boundary of aforementioned Tract "A", a distance of 97.85 feet to a found 2" aluminum monument;
THENCE North 58°10'39" East, a distance of 50.81 feet to the POINT OF BEGINNING; containing 3,320,357 square feet or 71.63 acres, more or less.

City of Bentonville Project # FP20-0004

SHEET 10

[redacted]
REGISTERED LAND SURVEYOR

CEI Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

3109 SW REGENCY PKWY
BENTONVILLE, AR 72712 (479) 273-9417
CORPORATE OFFICE TBPLS FIRM #100931500

3030 LBJ FREEWAY
DALLAS, TX 75234 (972) 488-3733
DALLAS OFFICE TBPLS FIRM #10194194

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JOB # 31166 DRAWING: 31166 final plat.dwg LAST SAVED BY: JOHNSTHANSER

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 Walmart Stores, Inc. requesting drainage and utility easement vacations within the City of Bentonville, Arkansas be vacated, which said drainage and utility easements are described as follows:

An 8' Gas line Easement according to Deed Book 397, Page 184, being a part of the Northwest Quarter of the Northwest Quarter, Section 33, Township 20 North, Range 30 West, and a part of Lot 1, Bentonville Industrial Park to the City of Bentonville according to Plat Book 6, Page 79, in the public records of Benton County, Arkansas, as shown on Document # L202108441 and being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar capped LS #1759 found at the southwest corner of said Lot 1, being also located at the southeast corner of the intersection of SE Martin Luther King Jr. Parkway and S.E. 5th Street;
THENCE North 02°22'34" East along the East right-of-way of SE Martin Luther King Jr. Pkwy, a distance of 391.31 feet to the Northwest corner of said Lot 1;
THENCE South 87°11'14" East along the North boundary of said Lot 1, a distance of 8.00 feet;
THENCE South 02°22'34" West, a distance of 391.29 feet to a point on the North boundary of a 16.5' Telephone Easement according to Deed Book 320, Page 10;
THENCE North 87°21'34" West along said North boundary, a distance of 8.00 feet to the **POINT OF BEGINNING** containing 3,130 square feet or 0.07 acres, more or less.

And

A 5' Electric and Drainage Easement according to Plat Book 14, Page 6, being a part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 30 West and a part of Tract 6, Bentonville Industrial Park to the City of Bentonville according to Plat Book 14, Page 6, all in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

BEGINNING at the Southwest corner of said Tract 6;
THENCE North 02°18'45" East along the West boundary of said Tract 6, a distance of 5.00 feet;
THENCE South 87°11'14" East, a distance of 567.62 feet to a point on the East boundary of said Tract 6;
THENCE South 02°24'53" West along said East boundary, a distance of 5.00;
THENCE North 87°11'14" West along the South boundary of said Tract 6, a distance of 567.61 feet to the **POINT OF BEGINNING** containing 2,838 square feet or 0.07 acres, more or less.

And

An 8' gas easement recorded in Deed Book 258, Page 155 being a part of the West Half of the Northwest Quarter (NW/4) of Section 33, Township 20 North, Range 30 West, and a part of Tract 5, Bentonville Industrial Park to the City of Bentonville, Arkansas according to Plat Book 6, Page 155 in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

BEGINNING at a found 2" aluminum cap stamped LS406 on the East right-of-way of SE Martin Luther King Jr. Pkwy.;
THENCE North 09°00'16" East along said East right-of-way, a distance of 47.26 feet to the North boundary of aforementioned Tract 5;
THENCE South 87°17'53" East along said North boundary, a distance of 2.55 feet;
THENCE South 02°22'34" West, a distance of 727.63 feet to a point on the South boundary of said Tract 5;
THENCE North 87°11'14" West along said South boundary, a distance of 8.00 feet to a point on the aforementioned East right-of-way of SE Martin Luther King Jr. Pkwy.;
THENCE North 02°22'34" East along said East boundary, a distance of 680.64 feet to the **POINT OF BEGINNING** containing **5,693** square feet or **0.13** acres, more or less.

And

A 10' Electric and Drainage Easement as shown on Plat Book 14, Page 06, being a part of the Northwest Quarter of the Northwest Quarter, Section 33, Township 20 North, Range 30 West, and a part of Lot 1, Bentonville Industrial Park according to Plat Book 6, Page 79, all in the public records of Benton County, Arkansas, as shown on Document # L202108441 and being described by metes and bounds as follows:

BEGINNING at the Northeast corner of said Lot 1;
THENCE South 02°24'53" West along the East boundary of said Lot 1, a distance of 10.00 feet;
THENCE North 87°11'14" West, a distance of 597.59 feet;
THENCE North 02°18'45" East, a distance of 10.00 feet;
THENCE South 87°11'14" East along the North boundary of aforementioned Lot 1, a distance of 597.61 feet to the **POINT OF BEGINNING** containing 5,976 square feet or 0.14 acres, more or less.

And

A 10' Electric Easement according to Plat Book 14, Page 6, being a part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 30 West and a part of Tract 6, Bentonville Industrial Park to the City of Bentonville according to Plat Book 14, Page 6, all in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said Tract 6;

THENCE South 87°11'14" East along the South boundary of said Tract 6, a distance of 325.19 feet;
THENCE leaving said South boundary, North 02°48'46" East, a distance of 5.00 feet to a point on the North boundary of a 5' Electric and Drainage Easement according to aforementioned Plat Book 14, Page 6 and the **POINT OF BEGINNING**,
THENCE North 02°48'46" East, a distance of 231.16 feet;
THENCE North 87°11'14" West, a distance of 10.00 feet;
THENCE North 02°48'46" East, a distance of 10.00 feet;
THENCE South 87°11'14" East, a distance of 20.00 feet;
THENCE South 02°48'46" West, a distance of 241.16 feet to a point on the aforementioned North boundary of a 5' Electric and Drainage Easement;
THENCE North 87°11'14" West along said North boundary, a distance of 10.00 feet to the **POINT OF BEGINNING** containing 2,512 square feet or 0.06 acres, more or less.

And

A 10' Utility Easement according to Plat Book 6, Page 155, being a part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 33, Township 20 North, Range 30 West, and a part of Tract 5, Bentonville Industrial Park to the City of Bentonville, Arkansas according to Plat Book 6, Page 155 in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar capped LS #1759 and the Southwest Corner of the Southwest Quarter of the Northwest Quarter, Section 33, Township 20 North, Range 30 West;
THENCE North 02°22'34" East along the West boundary of said Section 33, a distance of 391.31 feet to the Southwest corner of aforementioned Tract 5 to the **POINT OF BEGINNING**;

THENCE North 02°57'38" East, a distance of 10.00 feet to the South boundary of a 40' Drainage Easement according to Plat Book 6, Page 155;
THENCE South 87°11'14" East along said South boundary, a distance of 550.58 feet to the East boundary of aforementioned Tract 5;
THENCE South 02°18'45" West along said East boundary, a distance of 10.00 feet to the South boundary of said Tract 5;
THENCE North 87°11'14" West along said boundary, a distance of 550.69 feet to the **POINT OF BEGINNING** containing **5,506** square feet or **0.13** acres, more or less.

And

A 10' Utility Easement according to Plat Book 5, Page 271, being a part of Southeast Quarter of the Northeast Quarter, Section 32, Township 20 North, Range 30 West, and a part of Lot 1, Bentonville Industrial Park to the City of Bentonville according to Plat Book 6, Page 79, and a part of the parcel described at Instrument #L201802171 in the public records of Benton County, Arkansas, as shown on Document # L202108441 and being described by metes and bounds as follows:

BEGINNING at a 5/8" rebar at the intersection of the South right-of-way of SE 5th Street and the East right-of-way of SE MLK Jr. Pkwy.;
THENCE South 02°33'15" West along the West boundary of said Section 32, a distance of 10.00 feet;
THENCE North 87°14'44" West along said North boundary, a distance of 661.64 feet to the West boundary of aforementioned parcel described at Instrument #L201802171;
THENCE North 02°34'19" East along said West boundary, a distance of 10.00 feet to a found 5/8" rebar capped LS #1759 and a point on the South right-of-way of SE 5th Street;
THENCE South 87°14'44" East along said South right-of-way, a distance of 661.64 feet to the **POINT OF BEGINNING** containing **6,616** square feet or **0.15** acres, more or less.

And

A 15' Utility Easement according to Deed Book 678, Page 645, being a part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 30 West and a part of Tract 6, Bentonville Industrial Park to the City of Bentonville according to Plat Book 14, Page 6, all in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said Tract 6;
THENCE South 87°11'14" East along the South boundary of said Tract 6, a distance of 207.98 feet to the **POINT OF BEGINNING**,
THENCE North 02°43'13" East, a distance of 326.13 feet;
THENCE South 87°16'47" East, a distance of 52.21 feet;
THENCE South 02°43'13" West, a distance of 15.00 feet;
THENCE North 87°16'47" West, a distance of 37.21 feet;
THENCE South 02°43'13" West, a distance of 311.16 feet to the aforementioned South boundary of Tract 6;
THENCE North 87°11'14" West said South boundary, a distance of 15.00 feet {to found set the **POINT OF BEGINNING** containing 5,450 square feet or 0.13 acres, more or less.

And

A 16.5' Telephone Easement according to Deed Book 320, Page 10, being a part of the North Half of the Southwest Quarter of the Northwest Quarter, Section 33, Township 20 North, Range 30 West and part of Lot 1, Bentonville Industrial Park to the City of Bentonville according to Plat Book 6, Page 79 in the public records of Benton County, Arkansas, as shown on Document # L202108441 and being described by metes and bounds as follows:

BEGINNING at a found 5/8" rebar capped LS #1759;
THENCE South 87°21'34" East, a distance of 656.32 feet to a point on the West boundary of a 20' Utility Easement according to Plat Book 6, Page 79;
THENCE South 02°24'56" West along said West boundary, a distance of 16.42 feet;

THENCE North 87°21'34" West, a distance of 656.36 feet to a point on the West boundary of the aforementioned Section 33;
THENCE North 02°33'16" East along said West boundary, a distance of 16.50 feet to the **POINT OF BEGINNING** containing **10,830** square feet or **0.25** acres, more or less.

And

A 20' Utility Easement according to Plat Book 6, Page 79, being a part of the West Half of the Northwest Quarter, Section 33, Township 20 North, Range 30 West, and a part of Lot 1, Bentonville Industrial Park to the City of Bentonville according to Plat Book 6, Page 79 in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

BEGINNING at a found 5/8" rebar, being the most Southerly Southeast corner of said Lot 1;
THENCE North 87°19'51" West along the South boundary of said Lot 1, a distance of 20.00 feet;
THENCE North 02°24'56" East, a distance of 1,195.29 feet to the North boundary of a 16.5' Telephone Easement according to Deed Book 320, Page 10;
THENCE South 87°35'04" East, a distance of 20.00 feet to the East boundary of aforementioned Lot 1;
THENCE South 02°24'56" West along said East boundary, passing a found 2" iron pipe at 658.91 feet, continuing for a total distance of 1,195.38 feet to the **POINT OF BEGINNING** containing **23,907** square feet or **0.55** acres, more or less.

And

A part of the Northwest Quarter of the Northwest Quarter of Section 33, Township 20 North, Range 30 West and a part of Tract 6, Bentonville Industrial Park to the City of Bentonville according to Plat Book 14, Page 6, in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at the Southwest corner of said Tract 6;
THENCE South 87°41'20" East along the South boundary of said Tract 6, a distance of 10.00 feet to the East boundary of a ten foot wide (10') water easement according to aforementioned Plat Book 14, Page 6;
THENCE North 02°18'45" East along said East boundary, a distance of 251.39 feet to the **POINT OF BEGINNING**,
THENCE North 02°18'45" East, a distance of 20.00 feet;
THENCE leaving said East boundary, the following seven (7) calls;

1. South 87°41'15" East, a distance of 197.35 feet;
2. North 02°37'33" East, a distance of 60.85 feet;
3. South 87°22'27" East, a distance of 20.00 feet;
4. South 02°37'33" West, a distance of 60.74 feet;
5. South 87°41'15" East, a distance of 37.34 feet;

6. South 02°32'51" West, a distance of 20.00 feet;
7. North 87°41'15" West, a distance of 254.61 feet the **POINT OF BEGINNING** containing 6,309 square feet or 0.14 acres, more or less.

And

A 20' Utility Easement according to Plat Book 6, Page 79, being a part of the West Half of the Northwest Quarter of Section 33, Township 20 North, Range 30 West, and a part of Lot 1, Bentonville Industrial Park to the City of Bentonville according to Plat Book 6, Page 79 in the public records of Benton County, Arkansas, as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at a 5/8" rebar at the intersection of the South right-of-way of SE 5th Street and the East right-of-way of SE MLK Jr. Pkwy.;
THENCE South 02°32'50" West along the West line of aforementioned Section 33, a distance of 34.50 feet to the **POINT OF BEGINNING**,
THENCE South 87°22'22" East, a distance of 254.40;
THENCE South 02°24'56" West, a distance of 595.00 feet;
THENCE North 87°35'04" West, a distance of 30.00 feet;
THENCE North 02°24'56" East, a distance of 20.00 feet;
THENCE South 87°35'04" East, a distance of 10.00 feet;
THENCE North 02°24'56" East, a distance of 555.07 feet;
THENCE North 87°22'22" West, a distance of 234.44 feet to a point on said West line of Section 33;
THENCE North 02°32'50" East along said West boundary, a distance of 20.00 feet to the **POINT OF BEGINNING** containing **16,789** square feet or **0.39** acres, more or less.

And

A part of the Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section 33, Township 20 North, Range 30 West, and a part of Tract 5, Bentonville Industrial Park to the City of Bentonville, Arkansas according to Plat Book 6, Page 155 in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar capped LS #1759 and the Southwest Corner of the Southwest Quarter of the Northwest Quarter, Section 33, Township 20 North, Range 30 West;
THENCE North 02°23'27" East along the West boundary of said Section 33, a distance of 401.25 feet to the **POINT OF BEGINNING**;
THENCE North 02°23'27" East, a distance of 40.00 feet to the South boundary of a 50' Street Easement according to Plat Book 6, Page 155;
THENCE South 87°11'14" East along said South boundary, a distance of 550.52 feet to the East boundary of aforementioned Tract 5;

THENCE South 02°18'45" West said East boundary, a distance of 40.00 feet to the North boundary of a 10' Utility Easement according to Plat Book 6, Page 155;
THENCE North 87°11'14" West along said North boundary, a distance of 550.58 feet to the **POINT OF BEGINNING** containing **22,022** square feet or **0.51** acres, more or less.

And

A 43' x 30' Utility Easement according to Plat Book 6, Page 79, being a part of the West Half of the Northwest Quarter of Section 33, Township 20 North, Range 30 West, and a part of Lot 1, Bentonville Industrial Park according to Plat Book 6, Page 79, in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at the Northwest corner of said Lot 1;
THENCE South 02°22'34" West along the East right-of-way of SE Martin Luther King Jr. Pkwy., a distance of 253.00 feet to the **POINT OF BEGINNING**,
THENCE South 87°11'14" East, a distance of 43.00 feet;
THENCE South 02°22'34" West, a distance of 30.00 feet;
THENCE North 87°11'14" West, a distance of 43.00 feet to the aforementioned East right-of-way;
THENCE North 02°22'34" East along said right-of-way, a distance of 30.00 feet to the **POINT OF BEGINNING** containing 1,290 square feet or 0.03 acres, more or less.

And

A 62' x 30' Utility Easement according to Plat Book 6, Page 79, being a part of the West Half of the Northwest Quarter of Section 33, Township 20 North, Range 30 West, and a part of Lot 1, Bentonville Industrial Park according to Plat Book 6, Page 79, in the public records of Benton County, Arkansas as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at the Northwest corner of said Lot 1;
THENCE South 02°22'34" West along the East Right-of-way of SE Martin Luther King Jr. Pkwy., a distance of 126.00 feet to the **POINT OF BEGINNING**;
THENCE South 87°11'14" East, a distance of 62.00 feet;
THENCE South 02°22'34" West, a distance of 30.00 feet;
THENCE North 87°11'14" West, a distance of 62.00 feet to a point on the aforementioned East Right-of-Way;
THENCE North 02°22'34" East along said Right-of-Way, a distance of 30.00 feet to the **POINT OF BEGINNING** containing 1,860 square feet or 0.04 acres, more or less.

And

A 20 foot drainage easement to be vacated being a part of the NW 1/4 and N 1/2 of the SW 1/4 of the NW 1/2, all in Section 33, Township 20 North, Range 30 West; being the drainage easement recorded in Deed Book 468, Page 134 in the records of Benton County, AR; as shown on Document # L202108441 and being described by metes and bounds as follows.

COMMENCING from a 2 inch aluminum monument (LS 406) being a point on the East Right of Way of SE Martin Luther King per ARDOT Job #090178;
THENCE South 02°22'34" West, 1,071.95 feet to the **POINT OF BEGINNING;**
THENCE South 87°11'14" East, 425.08 feet;
THENCE South 02°48'46" West, 20.00 feet;
THENCE North 87°11'14" West, 424.92 feet;
THENCE North 02°22'34" East, 20.00 feet; to the **POINT OF BEGINNING,** containing **8,500** square feet or **0.20** acres, more or less.

And

A 20' Utility Easement according to Deed Book 2016, Page 30305, being a part of Southeast Quarter of the Northeast Quarter, Section 32 and the Southwest Quarter of the Northwest Quarter, Section 33, both in Township 20 North, Range 30 West, being a part of Lot 1, Bentonville Industrial Park according to Plat Book 6, Page 79, and a part of Lot 5, Ellis Addition according to a Plat by John Ramsey, LS#689 on April 19, 1979, in the public records of Benton County, Arkansas, as shown on Document # L202108441 and being described by metes and bounds as follows:

COMMENCING at a found Railroad spike being the Southeast Corner of the Northeast Quarter of said Section 32;
THENCE North 02°32'50" East along said Section Line, a distance of 71.55 feet to a point on the South right-of-way of SE 8th Street for the **POINT OF BEGINNING;**
THENCE North 87°30'40" West along the North right-of-way of SE 8th Street, a distance of 591.90 feet to the Southwest corner of aforementioned Lot 1;
THENCE North 02°29'20" East along the West boundary of said Lot 1, a distance of 20.00 feet;
THENCE South 87°30'40" East, a distance of 781.67 feet to the East boundary of aforementioned Lot 5;
THENCE South 02°33'11" West along the East boundary of said Lot 5, a distance of 20.00 feet to the aforementioned North right-of-way of SE 8th Street;
THENCE North 87°30'40" West along said right-of-way, a distance of 189.75 feet the **POINT OF BEGINNING** containing **15,633** square feet or **0.36** 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 drainage and utility easements is set for a hearing on March 9, 2021 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.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

Item Type: Resolution to set public hearing

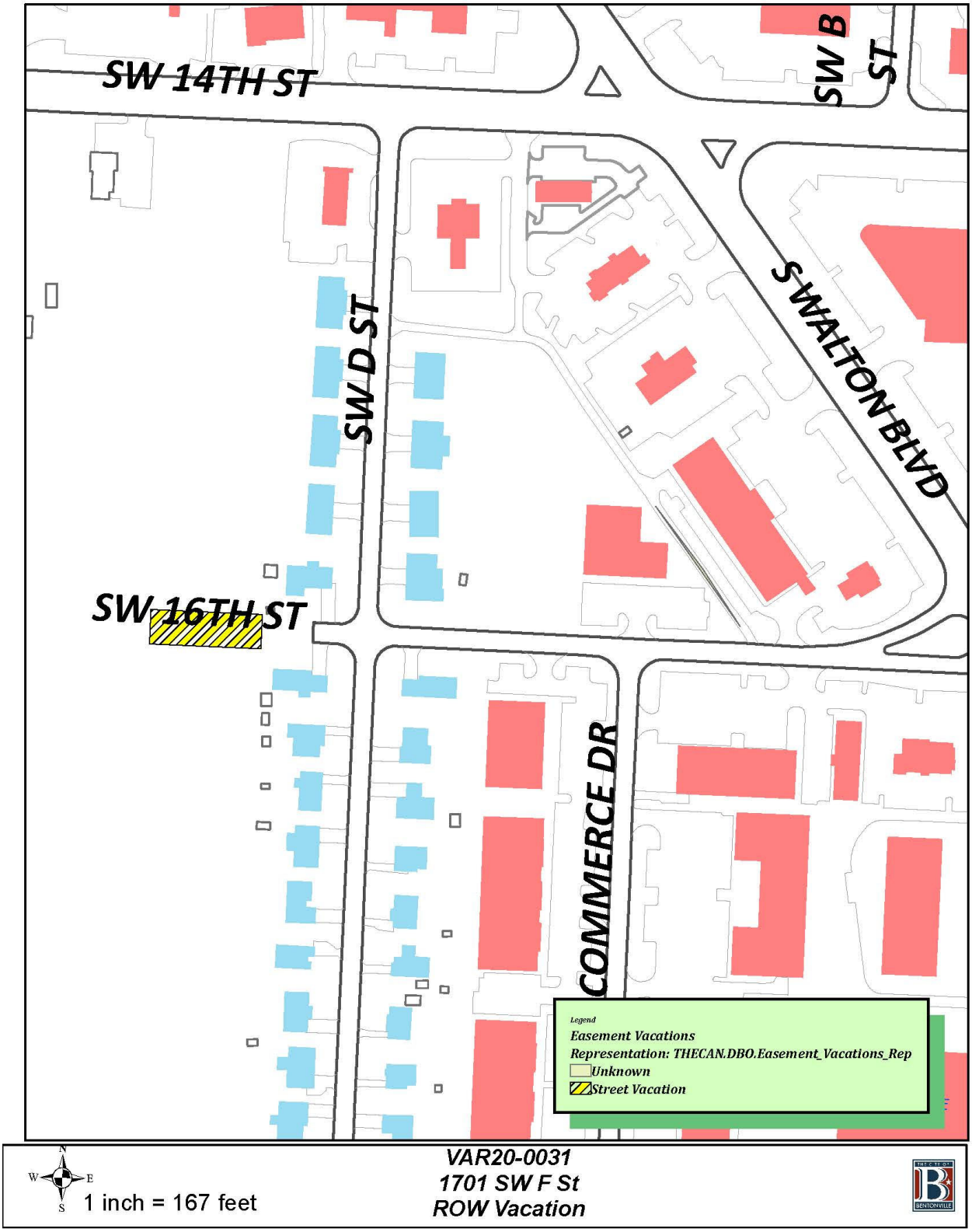
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution setting a public hearing for March 9, 2021 for a Street Right of Way Vacation requested for 700 SW 16th Street, Lot 5 of the Northwest Prairie Add. (VAC20-0031).

Estimated Cost	**$**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**


SW 14TH ST
SW B ST
SW D ST
SW WALTON BLVD
SW 16TH ST
COMMERCE DR
Legend
Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Unknown
Street Vacation
1 inch = 167 feet
VAR20-0031
1701 SW F St
ROW Vacation

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 NWA Trailblazers requesting a Street Right of Way vacation (VAC20-0031) within the City of Bentonville, Arkansas be vacated, which said easement is described as follows:

PART OF A 50 FOOT STREET RIGHT-OF-WAY, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NE CORNER OF LOT 6 OF NORTHWEST PRAIRIE ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON DOCUMENT #L202042094, THENCE N87 027'27"W 161.65 FEET; THENCE N02032'33"E 50.00 FEET; THENCE S87 027'27"E 161.87 FEET; THENCE S02048'13"W 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 8,087.99 SQUARE FEET OR 0.19 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 easement is set for a hearing on March 9, 2021 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 _____ 2021 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Bid award to Henard Utility Products, Inc. for the purchase of a (1) Regenerative Air Sweeper. (Street Sweeper)

Estimated Cost	**$233,940.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

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

Memorandum

DATE: 2-23-2021

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Bid #IFB-21-01 Street Sweeper

On Jan 25, 2021 the Street Department received two bids for a regenerative air sweeper (Street Sweeper) from River City Hydraulics and Henard Utility Products, Inc. Please see attached bid tabs.

Henard Utility Products, Inc came in with the low bid of $233,940.00. The Street department is recommending bid #IFB-21-01 be awarded to Henard Utility Products, Inc. This is a budgeted item and no budget adjustment is needed.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

CITY OF BENTONVILLE
BID TABULATION SHEET
IFB-21-01 STREET SWEEPER

MONDAY, JANUARY 25, 2021 @ 1:30 PM

BIDDER NAME		TOTAL BID PRICE
Henard Utility Products	Schwarze Industries Model A7 w/ stainless steel Hopper and screens w/ stand alone Hopper. Mounted on Freightliner M2106 chassis. New production, Lifetime Warranty.	$ 233,940.00
River City Hydraulics	As specified. 2021 International MV607 w/ Tymco Model 600, Stainless Regenerative Air Sweeper per specs. No Exceptions.	$ 250,650.00

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

PRICING SHEET
IFB-21-01

Bidder, having examined this Invitation for Bid document in its entirety hereby agrees to furnish all units, products, materials, equipment, delivery, manuals, assembly and all other component's to complete the unit in accordance with the specifications contained herein and as are industry standard and best practice for the type of equipment described herein.

Bid prices shall include all costs, including and but not limited to: all tax, labor, products, materials, equipment, transportation, , overhead, profit, assembly and all other costs to the City of Bentonville, Arkansas to cover the finished product. The City of Bentonville tax rate is 9.5%.

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

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

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

Quantity	City Specified Item Description	Bid Submitted Item Description (Must include make/model/year or list 'AS SPECIFIED' to indicate providing the City's requested items)	Price
1	Regenerative Air Sweeper Diesel Powered 7.3 Cubic Yard Capacity, inclusive of all components as specified	Schwarze Industries Model A7 with Stainless steel Hopper and screens with stand alone Hopper Lifetime Warranty. Mounted on Freightliver M2 106 chassis New production	$233,940.00
TOTAL BID PRICE:			$233,940.00

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

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: Henard Utility products, Inc. **Phone Number:** 501-268-1987

Business Address (Full Street/City/State/Zip): 1920 S. MAin st. Searcy, AR 72143

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

Name of Contact Person: Michael McIntosh **Email:** MMcintosh@henard utility.com

Signature of Authorized [redacted] **Date:** January 22, 2021

Printed or Typed Name: Michael McIntosh **Title:** Environmental Sales

Sales or Use Tax ID Number: 71-068 4053

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

INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of one (1) New Regenerative Air Sweeper Diesel Powered 7.3 Cubic Yard Capacity Street Sweeper, as specified, to the City of Bentonville Street Department.

REQUIRED RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.

All pricing must be entered on pricing sheet provided by the City of Bentonville within this packet ("no bid" is an acceptable entry).

CONTRACT TERM:

The awarded bidder will receive a single purchase order issued by the City of Bentonville for the one-time purchase and delivery of one (1) New Regenerative Air Sweeper Diesel Powered 7.3 Cubic Yard Capacity Street Sweeper, as specified, to the City of Bentonville Street Department.

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of one (1) New Regenerative Air Sweeper Diesel Powered 7.3 Cubic Yard Capacity Street Sweeper, as specified, to the City of Bentonville Street Department.

DELIVERY

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

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

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as refers thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. Bids containing items proposed as equivalent shall clearly describe the equivalent article being offered and indicate how it differs from the City's original specification. Descriptive literature or manufacturer's specifications, in addition to any supplemental information necessary for comparison purposes should also be submitted with the bid. It is the Bidder's responsibility to demonstrate to the City, in their bid submission, that

a substitute offer is equivalent to and meets the standard of quality indicated by the City's specifications. The City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INVOICING

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

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

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

FIELD TESTING

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

PAYMENT TERMS

☑ Net 30 days ☐ Other: _____

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

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 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.

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

Yes _____No

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

Contractor/Vendor Disclosure

Company Name: Henard Utility Products, Inc.

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

Immediate Relation includes:

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

NONE

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement.

Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance. MM **Initials**

[This space has been intentionally left blank]

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to Bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of $20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.

2. **DEFINITIONS (AS USED HEREIN):**
   a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value $20,000 and over. The acronym "IFB" means Invitation for Bid.
   b. The term "bid" means the offer by the Bidder.
   c. The term "Bidder" means the person or organization responding to the solicitation.
   d. The term "contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
   e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
   f. The term "City" means the City of Bentonville, Arkansas.
   g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.

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

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

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

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

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

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

   Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the Bidder, the Bidder shall respond within two (2) business days of the bid opening or within two (2) 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 for the same item (year/make/model), 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. Bidders may submit multiple bids, in separate sealed envelopes, for different items (different make/model/years).

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the Bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.

7. **FIRM PRICES:** By submitting the bid, Bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.

8. **CONTRACT RENEWAL**: The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.

9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the most responsive and responsible bidder, as determined in the bid evaluation process.

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

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

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

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

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

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

18. **ACCEPTANCE OF MATERIAL**: The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found

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

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

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

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

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

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.

22. **PRICE CHANGES ON CONTRACTS**: If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
    - First to Bidder offering firm prices for full contract period; and
    - Second to Bidder offering firm prices subject to market price adjustment.

23. **COPYRIGHT OR PATENT RIGHTS**: By submitting the bid, Bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and Bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.

24. **CONFLICT OF INTEREST**: The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.

25. **TAXES**: The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.

26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the Bidder must bear full liability.

27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:

    1. Termination for Convenience
       In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

    2. Termination for Cause
       Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.

    3. Termination Due to Unavailability of Funds
       When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.

28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.

29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.

30. **BID BOND:** If required in this solicitation, Bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful Bidders when the successful Bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds $35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the Bidder's offer.

32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.

33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.

34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the Bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the bid.

35. **PAYMENT**: Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.

38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.

39. **ESCALATION/DE-ESCALATION CLAUSE**: In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:

    1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
    2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
    3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
    4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
    5. Approved price changes are not applicable to orders already issued and in process at time of price change.
    6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
    7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
    8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
    9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.

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

SPECIFICATIONS

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

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
GENERAL			
MANUALS/TRAINING:			
One (1) New Regenerative Air Sweeper Diesel Powered 7.3 Cubic Yard Capacity Street Sweeper	X		
The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.	X		
The unit shall meet or exceed all applicable O.S.H.A standards.	X		
The unit shall be new, of current manufacture; the model and series must have been in production a minimum of ten (10) years.	X		
The bidder shall supply one hardcopy sweeper operator's manual and one hardcopy sweeper parts and service manual and one set on in electronic format with each unit.	X		
The bidder shall supply one hardcopy operator's manual for the auxiliary engine.	X		
Manufacturer shall offer and have available a certified training course for the complete maintenance and operation of the sweeper, at the manufactures facility. This training course shall be included in the Total Bid Price, and shall not incur any additional cost to the City.	X		

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Manufacturer must have scheduled a minimum of 20 training courses per year for convenience of customers scheduling. The course shall be specific to the model bid.	X		
The entire unit shall be painted with manufacturer's standard white paint applied over a suitable primer. Pick-up head, gutter brooms and truck frame shall be painted black.	X		
POWER UNIT – DIESEL:			
The sweeper power unit shall be a diesel fueled, liquid cooled, charge air-cooled, turbocharged electronic Final Tier 4 emissions John Deere PowerTech™ PWL 4.5L industrial engine, Model 4045HFC04. Engine displacement shall not be less than 275 cubic inch developing not less than 99 HP @ 2200 RPM and 315 ft. lbs. torque @ 1600 RPM. (or equivalent)			John Deere 134 Hp@2400RPM 4045 T4Final 398 Ft/lbs.@1600RPM X
Cylinder construction shall be wet sleeve type.	X		
Engine shall be equipped with a radiator fan, auxiliary drive, and engine mounted exhaust filter.	X		
Spin on replacement type oil filter, remote mounted for easy access.	X		
Unit shall have a fuel/water separator and fuel filter remote mounted for easy access with water-in-fuel monitoring that will display a warning in the cab of the sweeper.	X		
12 volt ignition, electric starter and minimum 90 amp alternator.	X		

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An engine ECU shall have a multi-point engine protection system that will derate/shutdown when an engine problem is detected, such as high coolant temperature, low coolant level, high air cleaner restriction or low oil pressure. Engine electronics shall use a John Deere ECU module and CAN SAE J1939 data link for communication.	X		
Engine controls shall be located inside cab.	X		
Unit shall share a 51 gallon fuel tank with chassis engine.	X		
Unit shall share batteries with chassis engine.	X		
The in-cab display shall include an air cleaner restriction gauge which displays percentage, restriction and includes an audible alarm and visual message when filter restriction reaches a serviceable level.	X		
Engine shall be programmed for isochronous governor feature, for engine speed control.	X		
A heat exchanger assembly will provide adequate cooling for three different systems: engine coolant system, engine intake charge air and hydraulic system oil. It must be modular in design for ease of maintenance with each cooler located side-by-side rather than stacked in series. Air will be circulated through the heat exchanger assembly by an engine mounted fan.	X		
A 5.4 gallon (volumetric), 3.8 gallon (useable), right mid-ship mounted DEF tank shall supply diesel exhaust fluid to Selective Catalytic Reduction (SCR) system.	X		
Engine block heater shall be provided for starting the engine in cold weather.	X		

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DUST SEPARATOR – HIGH CAPACITY			
Separation of the dirt from the air stream shall be accomplished within the hopper by means of a multi-pass cylindrical centrifugal single chamber dust separator with a minimum size of 20" diameter and 61" width. The separator shall be designed so that it will not plug with normally encountered debris.		X Centrifugal Dust seperator with 29,000 cubic Inch Volumetric area, uses Both lineal and Centrifugal forces	
The dust separator shall have a minimum 24" x 61" curved, easy to open door allowing inspection and cleaning of the interior. The door shall have an abrasion resistant bonded rubber lining material for long life.			X Dust seperator Door opens automatically and discharges Debris when Hopper is Raised for Dumping.
The dust separator shall incorporate a high capacity chamber to accumulate the separated material. The chamber shall be a minimum 16" x 24" x 61".			X 29,000 cubic Inch
The entire dust separator inlet area shall be lined with a bolt-in replaceable, wear resistant rubber liner for long life.			X Dust Separator Inlet area composed of 304 stainless, Lifetime warranty
Dust separator shall be constructed of industrial grade, non-magnetic low carbon and high chromium stainless steel.			X 304 stainless steel Lifetime warranty on Hopper + Hopper Components
HOPPER:			
Hopper size to be approximately seven and three tenths (7.3) cubic yard measurement.			X 8.4 cubic yards Volumetric
A 61" x 84" stainless steel screen of not less than 13 gauge shall be provided.			10 gauge X stainless screen optional screen is minimum of 5615 square inches
Dumping shall be accomplished by means of hydraulically actuated cylinders attached to a rear door which shall have a minimum opening of 84" x 44" with a raker bar moving inside hopper as door is opened and closed to dump debris behind the rear wheels.		X Dumping accomplished By Two Hydraulic cylinders ~~Tilting~~ Tilting hopper 48° Hopper floor has 3° of slope. Total of 51° of Total Dump Angle. NO Raker Bar Required	
Hydraulic cylinder movement shall be controlled with the use of an electric toggle switch located on the side of the hopper so discharging of debris may be viewed during dumping.			X Dump switches in Cab and side of Hopper for operator safety
The hopper floor shall have a minimum of a 22 degree slope.		X floor has 3° of slope Hopper has 48° of Tilt Total Dump Angle 51°	

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
Hopper door shall be opened and closed hydraulically and be held in the closed position by means of a lock valve located in the hydraulic dump circuit.	X		
A 9.75"x 29" inspection door shall be provided on both left and right side of the hopper for easy viewing inside hopper and insertion of large debris.			X 15"x 32" Inspection Doors.
Hopper shall be maintained airtight through use of rubber seals on all doors and openings.	X		
Hopper suction inlet roof area shall have a bolt on replaceable Ultra High Molecular Weight (UHMW) wear resistant liner 3/8"x11"x10'.			X Bolt on AR steel to protect against wear; liner Restricts Air Flow.
An SAE Class 1/California Title 13 compliant amber LED beacon light shall be mounted on the rear of the sweeper hopper. The beacon light shall have a protective limb guard.	X		
Two (2) LED work lights shall be mounted at the rear of the hopper to illuminate the dump area.	X		
Two (2) amber LED flashing warning lights shall be mounted at the rear of the hopper.	X		
Abrasion protection package shall be furnished with standard hopper screen with screen baffles; protective hopper wall liners; suction nozzle liner; pressure wear pads; heavy duty pressure hose.		X Baffles Included Hopper's walls-lifetime warranty Suction Nozzle liner, Pressure wear pads Heavy Duty pressure Hose	
The hopper screen shall be constructed of non-magnetic 304 stainless steel.	X		
For maximum corrosion resistance, all interior and exterior hopper sheet surfaces to be fabricated with an industrial grade, non-magnetic low carbon and high chromium 304 stainless steel. The hopper, hopper door, inspection doors, raker plate, high capacity dust separator, and screen assemblies are made of stainless steel and included.			X Includes lifetime warranty on all Hopper & Hopper components.

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HYDRAULIC SYSTEM:			
The hydraulic system shall be adequate for use within the design requirements of the sweeper. The system shall include a minimum 25 gallon reservoir, sight gauge, temperature gauge, 80 mesh suction strainer, spin-on replaceable full flow oil filter, restriction indicator, hydraulic cylinders, gutter broom drive motors, control valves, relief valves, oil cooler, hydraulic hoses and standard fittings.			X 26 gallon Reservoir 2 year warranty on Hydraulic Motors. 5 year on Hydraulic pumps and fittings.
The multiplex control system shall include a hydraulic oil temperature shutdown which provides the operator an audible and visual indicator through the in-cab display and shuts off the gutter brooms when hydraulic oil reaches a high temperature. The in-cab display shall also include a hydraulic oil temperature gauge.	X		
Mobil DTE 25 ULTRA hydraulic oil shall be provided for extended service life.	X		
The hydraulic pump shall be driven by the auxiliary engine.	X		
Pressure shall be 2500 PSI maximum for gutter brooms and 1500 PSI maximum for pick-up head and dump door.	X		
An auxiliary hydraulic system shall be furnished which electrically operates the hydraulic system without running the auxiliary engine to raise/lower the gutter broom(s), pick-up head and open/close the dump door.	X		
BLOWER:			
Heavy duty, wear resistant, high strength cast aluminum alloy turbine type open face blower computer balanced within 4 grams shall be provided to create air pressure and suction.			X AR 500 Hardox Steel Closed face fan Creates ~~AIR~~ greater AIR Pressure Balanced to 1.5 grams
Blower wheel shall be covered with wear resistant rubber for long life.	X		
Blower shall be mounted on anti-friction bearings, sealed and lubricated for life. If bearings are not sealed, then an automatic lube system must be furnished.	X		

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Blower shall be driven from PTO off auxiliary engine by heavy duty power belt which shall be adjustable for tension.	X		
Blower housing shall be a bolt on design and shall be lined with a bolt-in wear resistant, replaceable rubber liner for long life.	X		
Blower not to exceed 3000 RPM to insure smooth efficient performance.	X		
Non-magnetic 304 Stainless Steel Blower Housing shall be furnished.		Abrasion Resistant Steel Provides longer wear life	
PICK-UP HEAD:			
A spring balanced all steel fabricated pick-up head with maximum length and width of 87" x 30" I.D. shall be provided.			90" W x 36" L. provides wider sweeping path
The pick-up head shall have a separate upper and lower chamber where pressurized air is blasted from upper chamber through an elongated blast orifice to street surface.	X		
Blast orifice flange shall be of bolt-on design so that flange is easily replaced and shall have adjustment mechanism so that blast orifice gap is easily adjusted without removing pick-up head from sweeper.	X		
Pick-up head shall have a 14 inch diameter (minimum) pressure inlet ring located on left side of pick-up head.	X		
A 14 inch diameter (minimum) pressure hose attached between pick-up head and blower housing shall be provided.	X		
A bolt-on pressure inlet ring with turning vanes shall be provided for efficient performance and easy service.	X		
A 14 inch diameter (minimum) suction hose, attached to a quick disconnect transition at the hopper, shall extend down to the right side of the pick-up head and shall be attached to the pick-up head suction nozzle ring which shall be constructed of 1/4 inch steel.	X		
Suction hose shall have a minimum 3/8 inch wall construction for long life.	X		

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Pick-up head shall be equipped with reversible, 2" wide, adjustable, side mounted, integral alloy steel and carbide runners for maximum pick-up ability and long life. Skid runners to be warranted for 2 years/2,000 hours prorated.	X		
Pick-up head shall be raised and lowered hydraulically by a single switch on the control panel.	X		
Pressure inlet ring shall be equipped with an adjustable pressure relief for optimum leaf and light debris sweeping; control shall be mounted inside cab.		X Vacuum Enhancer / Leaf Bleeder	
Reverse Pick-Up Head System shall allow unit to back up without damage to pick up head.	X		
Hydraulic pick-up head front curtain lifter shall be provided to give the pick-up head the ability to sweep a large volume of light debris such as leaves, grass, paper, etc. without causing excessive debris accumulation at the pick-up head inlet. It shall be hydraulically controlled with a switch within the cab of the truck.		X Large Volume of light Debris such as grass, Leaves are picked up By the use of Vacuum Enhancer capable of Diverting 0-80% Air flow to increase or Decrease Suction. Powered by DC actuator and controlled From a switch in Cab.	
3 inch skid bumper extensions shall be provided.	X		
The pick-up head pressure transition shall have a minimum 6 inch diameter port allowing inspection and cleaning of the interior, with an expandable rubber plug.	X		
GUTTER BROOM(S):			
Twin gutter brooms shall be 43 inch minimum diameter, steel bristle filled vertical digger type for removing debris from gutter area.			44" X
Gutter broom(s) shall be hydraulic motor driven and shall be positioned laterally and vertically by one hydraulic cylinder.		X Hydraulic motor Driven Positioned laterally And vertically By Hydraulic cylinder + Spring.	
Gutter broom down pressure shall be automatically adjusted to load by a pressure sensing sequence valve in line with gutter broom torque motor.	X		
Each gutter broom shall have adjustment for bristle contact pattern and wear.	X		

Specification Description	Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.	Bidder must use this column to indicate/describe an "EQUIVALENT" item being offered to the City.	Bidder must use this column to indicate/describe an item that "EXCEEDS" the City's specification.
Each gutter broom shall have lateral flexibility to swing rearward 15" when encountering the impact of an immovable object thus avoiding damage to the broom assembly.	X		
Each gutter broom shall have a spring adjustment to allow downward compensation for bristle wear and shall be free floating to follow street contour.	X		
Each gutter broom shall be held in the up and transit position by use of an electric lock valve attachment. Upward motion of gutter broom shall be regulated by an adjustable flow control valve.	X		
Each gutter broom shall be controlled from inside the cab by a single switch.	X		
Right gutter broom shall additionally incorporate a hydraulically actuated tilt capability of 27 degrees, remotely controlled from the operator's seat to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).			X Dual Gutter Brooms Tilt capability of 27° and Gutter Broom Extension override Standard equipment on Schwarze.
Gutter brooms shall be variable speed and controlled from in-cab control console and include a broom speed gauge on the in-cab display.	X		
DUST CONTROL WATER SYSTEM:			
Water tanks shall be 220 gallons total capacity, constructed of recyclable polyethylene for strength and puncture resistance, be 100% rustproof, be of bolt-in design for easy removal, and have a water level sight gauge.			X 250 gallons
Water from tank to be filtered by 80 mesh cleanable filter located between tank and water pump.	X		
Hi/low pressure wash down system with self-contained water supply; 25' high pressure, low volume wash down hose, a belt driven piston water pump (delivering up to 3.5 GPM with a 1000 PSI working pressure); a wand with trigger control and two interchangeable lance lengths of 36" shall be furnished.	X		

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Electric solenoid water control valves shall be cab controlled. Spray system shall include spray nozzles to be located as follows: minimum of 4 on outside of pick-up head; 2 for each gutter broom; 1 inside hopper. Water nozzles to be located on outside of pick-up head and suction tube for easy inspection and superior dust control.	X		
Water tank shall have anti-siphon/anti-pressure filler neck with air gap.	X		
Flexible 20 foot (minimum) long water fill hose with 2 inch coupling for filling water reservoir and hose storage rack shall be provided. Water fill hose shall include a stainless 100 mesh cleanable filter.			X 25' Fill Hose
High output water system shall be furnished with additional nozzles and deflectors strategically located to control extreme dust.	X		
Shop air purge system shall be furnished to facilitate purging dust control system during freezing conditions.	X		
Hydrant wrench shall be furnished.	X		
HAND HOSE EQUIPMENT:			
Heavy Duty Auxiliary Hand Hose with Hydraulic Boom and Remote Control to control the boom (up/down), the auxiliary engine speed (up/down) and stop the auxiliary engine utilizing a wireless control system. It shall include a receiver mounted in the truck cab and two (2) transmitters; one is a hand-held fob and the other is a box mounted on a quick release handle on the hand hose nozzle.	X		
OPERATING CONTROLS:			
The sweeper electronic control platform shall be CAN (Control Area Network) controlled utilizing a multiplex control system.	X		
The multiplex control system shall be equipped with a multiplex module with diagnostic LED indicators for all Inputs and Outputs as well as network and power LEDs to assist in troubleshooting.	X		
The multiplex module shall be equipped with overcurrent protection for all outputs.	X		

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All module Inputs and Outputs as well as network and power status shall be accessible through the in-cab display.	X		
All operating controls for sweeper shall be mounted inside truck cab and readily accessible to the operator.	X		
All main sweeping functions shall be multiplexed with LED diagnostics and integral solid-state circuit protection to reduce overall wiring and enhance operator feedback.	X		
In-cab controls shall consist of, but not be limited to; gutter brooms, pick-up head, engine throttle, water system, water system nozzles, dump door, and work lights.	X		
Dump control includes a single weatherproof toggle located on the exterior of sweeper on the blower side on the hopper, mid-ship.		X Error not	X Individual Weatherproof Controls for Door open/closed and Hopper up/Down and lights for operator Control
Auxiliary engine controls shall be mounted on control console.		X Auxiliary Controls Mounted in Cab on Monitor.	
A 5.7 inch viewable (minimum) multi-function, high resolution, LCD, color touchscreen display shall be pedestal mounted to display gauges consisting of, but not limited to engine RPM, engine oil pressure, engine temperature, battery voltage, and instantaneous fuel rate.		X High Resolution LED screen is not Touchscreen fuel level Indicated on screen - No instantaneous fuel Rate	
For sweeper on board diagnostics (OBD), the in-cab display shall provide detailed text descriptions of sweeper faults as well as provide input/output status and stored output faults.	X		
For auxiliary engine OBD, the in-cab display shall provide a detailed message about auxiliary engine faults providing SPN, FMI, and a text description of the fault at minimum.	X		
The display shall provide a visual indicator icon for the following: Pick-up head down, dust suppression water pump, low water, water system winterization.		X Display Monitor has Visual Indicator for Low water Toggle switches on console Indicate, Pump + pickup head down	
The in-cab sweeper display shall incorporate resettable and non-resettable hour meters for the auxiliary engine; left and right gutter brooms; pick-up head; water pump; and blower for collecting data about sweeping route performance and maintenance.		X Non Resettable hour Meter for Auxiliary Engine Only.	

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The in-cab sweeper display shall incorporate resettable sweeper and auxiliary engine service timers, which will trigger service reminders for engine oil, engine air filter, fuel filters, hydraulic filter and hydraulic oil.		Not offered	
The in-cab display shall include a minimum five (5) User-defined custom reminders.		Not offered	
A minimum of three (3) custom reminders shall be timed by hours.		Not offered	
A minimum of two (2) custom reminders shall be timed by days.		Not offered	
The in-cab display shall include a sweeper odometer that is active when the pick-up head is down and the auxiliary engine is above idle.		Not offered	
The sweeper odometer shall include a non-resettable odometer and resettable odometer, hour meter, and average sweeping speed.		X chassis ODometer Includes Non-resettable and Resettable ODO. Hour meter is on Aux Engine on Display.	
The in-cab display shall log the following events by date, time, event title, and engine hours: hour meters resets, custom reminders resets, service reminders, service hour meter reset, over speed events, hydraulic oil alerts, engine faults, sweeper output faults, sweeper odometer resets, winterization and de-winterization events, and fuel usage statistics resets.		Not offered	
Over speed warning system shall be equipped to alert the operator when sweeping at an excessive speed and can be adjusted from 5-20 mph with a PIN code.		Not offered	
The in-cab display shall include fuel usage statistics for the auxiliary engine which displays trip fuel usage, fuel trip hours, average fuel economy, and instantaneous fuel rate.		Not offered	
The in-cab display shall include an on-screen guide for winterization procedures specific to the dust control system equipment. The display shall tag the system as winterized once the guide has been completed and will remove the winterized tag once the system senses water.		Not offered	

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Audible alarms and visual indicators shall include, but are not limited to indications of the following: low dust control water, exceeding maximum recommended sweeping speed, auxiliary engine fault codes and derates such as low coolant or high engine temperature, and sweeper output faults such as low voltage.		X Audible Alarm & Visual Indicator for low dust control water. Aux. Engine fault codes And derates for low coolant & Engine Temp. Not on low voltage.	
All main electrical systems, i.e. ignition, lights, hydraulic, etc. shall be separately fused to isolate electrical problems to fused area and speed service.	X		
All external wiring, harnesses and terminations shall be of a sealed, weather-tight design utilizing heat-shrinkable components. Additionally, where feasible, all connectors shall utilize solid, cold-formed, nickel-plated copper alloy contacts with gas-tight crimps (Deutsch).	X		
Auto Sweep Interrupt (ASI) shall be furnished. It is a system designed to interrupt sweeping functions when any of several parameters are met. When set in Auto mode, the transmission gear placed in reverse and the "ASI RESET" switch being engaged are two of several parameters that can engage ASI. Auto sequence of operations is as follows for equipped and active features: 1) Auxiliary engine is idled and gutter broom(s) are stopped 2) Dust control system is turned off 3) Left gutter broom is raised 4) Right gutter broom is raised 5) Pick-up head is raised. The "ASI RESET" switch will reposition all functions to prior setting(s) and can be used as a one button start/stop switch during sweeping to interrupt/resume all sweeping functions. Several ASI features shall be configurable and be enabled/disabled through the control system display and be PIN protected including.	X		
Over speed Interrupt, when enabled, allows for a two-stage process to prevent sweeping at excessive speeds by warning the operator at a set PIN-code protected configurable speed and then by activating ASI at a set configurable speed. From 5-20 mph the operator will receive a warning and at 8-25 mph the Auto Sweep Interrupt will engage depending on ranges set.		Not offered	

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Reverse Trigger Bypass, when enabled, will prevent ASI from activating when the transmission is placed in reverse. This allows ASI to be activated using other triggers such as engaging the ASI RESET switch for one button start/stop sweeping.		X "Stand By" Control allows cab touch return to sweeping after equipment selection, The stand By feature is switch selectable to provide Lift in Reverse OR sweep in Reverse	
RPM Return, when enabled, will allow ASI to return the blower RPM to the previous setting before ASI was activated.	X		
Dump Switch In-cab is located on the control panel to activate dump operation from inside cab.	X		
ADDITIONAL EQUIPMENT:			
Traffic directing light – Whelen TACF85LH, SAE class 1, 44 inches long.	X		
Camera/Monitor System: Alliance Wireless Technology (AWTI), slim line series with 7" color monitor mounted in cab with one rear view camera, and one pick-up head camera with LED light. (Or Equivalent)		X	
LED work lights shall be provided with (1) pointing to the left gutter broom and (1) pointing to the right gutter broom and (1) pointing at suction side of pick-up head for camera viewing at night and (2) pointing behind the sweeper from the rear.	X		
Automatic 3/8" x 50' retractable hose reel shall be provided. (Requires Cat 290 Hi/Low wash-down system)	X		
Hopper Deluge System with high volume nozzles which attach to a fire hydrant to flush the hopper shall be furnished and shall include quick disconnect fittings on nozzle and filler hose.	X		

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CHASSIS (Freightliner M2-106 Diesel) or equivalent			
GENERAL:			
Chassis/cab shall be conventional with a tilt hood. Frame to be straight full channel steel rails (80,000 PSI). Gross vehicle weight rating to be not less than 31,000 lbs. Curb weight with cab, fuel, water, oil and tires shall be approximately 9,300 lbs. Standard truck cab enclosed and equipped with safety glass all around and two individual, adjustable, high back air seats with lumbar support and safety orange seat belts.	X		
WHEELBASE:			
Chassis shall have a maximum wheelbase of 165".	X		
Special frame drilling.	X		
AXLES:			
Front axle to be minimum of 10,000 lbs. with taper-leaf suspension of 10,000 lbs.	X ERROR MW		12,000 lb X Front Axle 12,000 lb Front suspension
Rear axle shall be 21,000 lbs. 2 speed with a ratio of 5.57/7.60, suspension to be minimum of 31,000 lbs. vari-rate with 4,500 lbs. capacity multi-leaf auxiliary rubber spring.			21,000 lb Rear Axle 23,000 lb Rear suspension 33,000 GVWR
STEERING:			
Dual operator controlled integral power steering with cruise control, tilt and dual gauge package.	X		
Diameter of steering wheel will be minimum 18".	X		
BRAKES:			
Service brakes to be full air with 18.7 cfm air compressor.	X		
Air tank drain valve, manual with pull cable.	X		
Front brakes Q-Plus shall be 15" x 4" and have front shock absorbers.	X		

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Rear brakes Q-Plus shall be 16½" x 7" with dust shields.	X		
Shall have automatic slack adjusters front and rear.	X		
Parking brakes shall be spring actuated, double diaphragm, 30" MGM Chambers air chambers, with warning light.	X		
Brake chambers, spring relocated to rear of rear axle for maximum ground clearance.	X		
4-Channel anti-lock brake system shall be provided.	X		
An air dryer with heater shall be furnished.	X		
CAB:			
Cab shall have in-dash chassis manufacturer's factory installed air conditioner for operator comfort with a fresh air filter.	X		
Cab to have individual driver and passenger air, high back adjustable seats with cloth inserts and lumbar supports.	X		
External grab handles on the left and right side with standard interior grab handles shall be provided.	X		
Dual sun visors, coat hook, storage pocket on driver door, 12V receptacle, electric horn, electric windshield washer and 2 speed electric wipers with intermittent wiper switch shall be provided.	X		
Chassis shall be equipped with fresh air heater, defroster, dual 7" x 16" remote controlled heated electric powered mirrors, and two separate 12" diameter parabolic mirrors.	X		
AM/FM stereo radio with clock and auxiliary input shall be provided.	X		
Chassis Hour Meter shall record truck engine hour operation.	X		
Power windows and door locks shall be provided.	X		
Fire Extinguisher shall be refillable, dry chemical, DOT approved, cab mounted, ABC rated.	X		

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Hazard Reflectors shall consists of three (3) triangular red reflectors.	X		
Equipped air horn.	X		
Front tow hooks shall be front bumper mounted.	X		
ELECTRICAL:			
Shall consist of two, multiple beam headlights with dash beam indicator, daytime running lights, instrument panel, taillights, stop lights, front and rear turn signals, and self-canceling signal switch, equipped for four way flashing. Taillights, stop lights and signal lamps may be in combination.	X		
Shall have two 12volt (1900 CCA total) maintenance free batteries.	X		
Shall have a 160 amp alternator.	X		
Battery disconnect switch shall be provided.	X		
LED stop/turn/tail and clearance lights and markers.	X		
ENGINE/EXHAUST:			
Shall be in-line six cylinder turbocharged and air-to-air intercooled diesel with a minimum 200 HP at 2400 RPM, 6.7L, 520 lb./ft. torque @ 1600 RPM.	X		
Horizontal after treatment device, right frame mounted. Includes single horizontal tail pipe.	X		
Dry type single element air cleaner with restriction indicator in cab and safety element.	X		
Automatic glow plug with indicator light shall be supplied.	X		
Automatic shutdown/over temperature protection engine coolant.	X		
A 6 gallon, DEF tank shall supply diesel exhaust fluid to Selective Catalytic Reduction (SCR) system.	X		

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Engine block heater shall be provided for starting the engine in cold weather.	X		
FUEL:			
A 51 gallon tank shall be supplied and shall supply fuel to both engines.	X		
TIRES AND WHEELS			
Heavy duty first line quality tubeless tires to be minimum 11R x 22.5, L/R G rating with duals in rear for adequately carrying full load of sweeper and maximum stability.	X		
Wheels to be 10 hole disc 22.5 x 8.25 DC.	X		
TRANSMISSION:			
Shall be heavy duty Allison 2500 RDS electronic, six-speed, automatic, with external oil filter.	X		
A transmission temperature gauge shall be supplied.	X		
Synthetic transmission oil shall be supplied.	X		

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

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-01	**Date of Issuance:**	January 3, 2021
Description:	REGENERATIVE AIRE SWEEPER DIESEL POWERED 7.3 CUBIC YARD CAPACITY STREET SWEEPER		
Requesting Department:	CITY OF BENTONVILLE STREET DEPARTMENT		

SUBMISSION DEADLINE FOR BID SUBMISSIONS (BID OPENING DATE & TIME)	
Bid Opening Date and Time:	**January 25, 2021 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 *Purchasing will be on-site to receive hand delivered bid submissions 15 minutes prior to the Bid Opening time.*
Deadline for Bid Submissions Delivered in Advance to City Hall:	**January 25, 2021 AT 1:15 P.M. CST** **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.*

DELIVERY OF BID SUBMISSION	
Location for Bids Delivered Prior to 1:15PM on January 25, 2021:	**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 AND unsigned bids 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:	January 19, 2021 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via the information contained in this IFB document.	

CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: January 3, 2021

NOTICE TO BIDDERS
REGENERATIVE DIESEL POWERED AIR SWEEPER 7.3 CUBIC YARD CAPACITY STREET SWEEPER.
Invitation For Bid (IFB)-20-01

The City of Bentonville, Arkansas is accepting formal, sealed bids for the purchase and delivery of one (1) New Regenerative Diesel Powered Air Sweeper 7.3 cubic yard capacity street sweeper. The unit provided shall be new, of current manufacture, and the model and series must have been in production a minimum of ten (10) years. The unit shall be delivered completely assembled, serviced and ready to operate to the Bentonville Street Department. The bidder shall have a qualified service representative in attendance with the sweeper during startup operation to make any adjustments and give instructions to assure proper operation of the sweeper. The sweeper shall be warranted to be free from defective materials and workmanship for a period of twelve (12) months or one thousand (1,000) hours from date of delivery.

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 their Bid Submission prior to the Bid Opening date and time may do so by delivering the Bid Submission to the Purchasing Office in Old City Hall, located at 117 West Central Avenue, Bentonville Arkansas, 72712 (2nd floor). **The deadline to deliver bid submissions to Old City Hall in advance is Monday, January 25, 2021 at 1:15pm**, after which all Bid Submissions must be hand delivered to the Bid Opening location. **There will be a public Bid Opening for IFB-21-01 held at 1:30pm on Monday, January 25, 2021; the Bid Opening will be held at the City of Bentonville New City Hall Building in the City Council/Planning Commission Chambers, located at 305 Southwest A Street, Bentonville, AR 72712.** Purchasing will be on-site at the Bid Opening location at 1:15pm to receive hand delivered submissions from Bidders who wish to deliver their bid submissions at the Bid Opening. All Bid Submissions must be received by Purchasing prior to the public Bid Opening date and time. Late submissions, and unsigned submissions will be rejected, without exception. Bids will be opened and publicly read aloud immediately after specified closing time. All interested parties are invited to attend.

WWW.BENTONVILLEAR.COM

Intent

It is the intent of these specifications to describe a regenerative air street sweeper with hydraulic drives, 8.4 cubic yard hopper, 90" wide pickup head. The head must be capable of sweeping in reverse with the head down without causing damage to the pickup head or its components. Blower shall be belt driven via auxiliary engine. The unit must be equipped with vertical digger-type gutter brooms, pressurized dust control spray system and an independent engine to power the sweeping functions. The chassis for this sweeper is to be sufficiently rated to transport a full load of sweeping debris at speeds up to 55 MPH. For safety and comfort of the operator and for quick, local service along with local availability of repair parts, the chassis will NOT be a purpose built chassis built by the sweeper manufacturer. The chassis shall be equipped with spring suspension on both axles, dual steering, dual operator controls, and an automatic transmission. All tires shall be the same size and have dual tires on each side of the rear axle (six-wheel configuration).

The unit shall be new of current manufacture. No prototype, demo, used, vacuum type, or mechanical type sweepers will be accepted.

Manufacturer shall have a current ISO 9001:2015 Management certification that is certified and audited by an ANAB internationally accredited registrar.

All parts not specifically mentioned which are necessary to provide a complete street sweeper shall be included in the bid and shall conform in strength, quality of materials, and workmanship to what is normally provided to the trade in general.

No deviations to these specifications will be allowed.

Bidders must indicate compliance for each item throughout the bid by writing "YES" or "NO". Failure to do so may be cause to reject the bid. All "NO" answers must be fully explained on a separate sheet of paper and be attached to and submitted with bid. Failure to explain "NO" answers may be cause to reject bid.

SWEEPER ENGINE

_____ A. An auxiliary diesel engine shall be provided to power the sweeper. The engine shall be a John Deere turbo charged four-cylinder with Tier IV final emission control with a horsepower rating of not less than 134 hp @ 2400 RPM and shall provide a peak torque rating of not less than 398 ft/lb at 1,600 RPM. Minimum displacement shall be not less than 275 cubic inches. Engine shall be made in North America.

_____ B. Engine shall be equipped with a full-flow spin-on oil filter, fuel filter and fuel water separator.

_____ C. In order to have the cleanest air possible, the air intake shall be at least 8 feet above the ground level.

_____ D. Engine to be equipped with a 3-point safety engine shutdown device that shuts down the engine for low oil pressure, high coolant temperature, and low coolant level.

_____ F. Auxiliary engine shall be warranted by engine manufacturer for not less than 2 years or 2,000 hrs (whichever occurs first). Emissions shall be warranted for not less than 5 years or 3,000 hrs (whichever occurs first).

_____ G. Twelve (12) volt electrical system, electrical starter and 90 amp alternator shall be provided. Sweeper shall have resettable circuit breakers and automotive fuses.

_____ H. Sweeper auxiliary engine shall share a 50-gallon fuel tank minimum and batteries with chassis engine. No exceptions.

_____ I. Auxiliary engine, muffler, fuel tank, battery box, hydraulic tank and cooler to be protected by a shroud.

_____ J. Dailey engine maintenance points, including engine oil dipstick removal, engine air cleaner removal, visual check of hydraulic oil and engine coolant must be able to be performed from ground level without the aid of a ladder or steps or lifting the hopper.

_____ K. Hopper shall include an expanded metal screen engine cover to protect the engine and reduce buildup of leaves in the engine compartment. This engine cover shall also include three tree limb protection bars.

HYDRAULIC SYSTEM

_____ A. Hydraulic power shall be used to operate all broom rotation and lifting functions. Systems incorporating pneumatic-type controls will not be accepted.

_____ B. Hydraulic pressure shall be set at 2500 PSI for all hydraulic functions.

_____ C. Sweeper shall utilize a multi-stage gear driven hydraulic pump, minimum 25 gallon vented hydraulic reservoir, a spin-on 10 micron return filter, and high pressure hoses and fittings. Hydraulic reservoir to have tank mounted level and temperature indicator. Hydraulic reservoir shall be mounted above the hydraulic pump.

_____ D. Hydraulic system to have a 9,000 BTU oil to air radiator type hydraulic oil cooler.

_____ E. Hydraulic tank shall have shut-off valves for hydraulic oil filter change.

_____ F. Hydraulic system shall have quick disconnect relief pressure check ports mounted in the hydraulic manifold(s).

_____ G. For safety of the operator, no sweeper hydraulic lines to run into or through the cab.

_____ H. Hydraulic valves shall have built-in diagnostic system lighting for troubleshooting hydraulic flow and electrical power.

_____ I. The hydraulic system shall have an extended warranty that includes two years on motors and valves and five years on pumps and fittings.

_____ I. A 12-volt DC hydraulic backup system shall be provided which may be used to operate all hydraulic functions without starting the auxiliary engine.

DUST SEPARATOR

_____ A. A centrifugal dust separator with a minimum 29,000 cubic inch volumetric area shall be supplied inside hopper to remove airborne dust from the air stream. The dust separator shall be designed so that it will not plug with normally encountered debris.

_____ B. The dust separator shall have a clean-out door that opens automatically and discharges debris from the separator when the hopper is raised.

_____ C. Cable or other manual/mechanical means required for discharging debris in the separator shall not be allowed.

HOPPER

_____ A. The volumetric capacity of the hopper shall not be less than 8.4 cubic yards. The usable capacity shall not be less than 7.0 cubic yards.

_____ B. Hopper screen to be a 304 Series Stainless Steel, two piece saw-tooth design such that airflow will not be interrupted even in difficult sweeping conditions. Flat screens are unacceptable due to premature clogging of the screen. Hopper screen shall be a minimum of 5615 square inches.

_____ C. Hopper screens must have 2 hinges on each screen, allowing the screen to drop down from one side, providing extra safety for the operator during cleanup.

_____ D. Dumping shall be accomplished hydraulically by tilting the hopper a minimum of 48 degrees. Contents shall be dumped to the rear of the vehicle at a height of 36 inches. Dumping system shall include twin dumping cylinders with dimensions of 4" X 16". Hopper floor shall be sloped 3 degrees making a total dump angle of 51 degrees.

_____ E. Hopper roof, sides, floor, rear door, separator, separator screens and bulkheads to be constructed from stainless steel.

_____ F. Dump door to be hydraulically opened, closed, and locked. Operation of the hopper dump door to be accomplished from inside or outside the cab.

_____ G. Large 15" X 32" inspection doors shall be provided on left and right sides of hopper. These doors shall provide an easy way to manually load debris and provide a convenient access for hopper inspection and cleaning.

_____ H. Hopper shall be airtight through the use of rubber seals on all doors and openings.

_____ I. Weatherproof dump switches to be located outside directly behind cab for visibility and safety during the dumping process. There shall be one

switch for each function: raising and lowering the hopper to the dump position, opening and closing the dump door, and turning the 2 rear bumper mounted flood lights on for night dumping.

_____ J. The hopper body structure, excluding the inlet and outlet wear tubes, water nozzles and mounts, deluge plumbing, hand hose components, and suction screens, shall be warranted against rust perforation and corrosion perforation for the "LIFETIME" of the sweeper, as defined as the ownership period by the original purchaser of the new sweeper.

_____ K. Sweepers that use a no tilt method of dumping hopper or use an inside of hopper mechanical means of pushing debris out of the hopper (raker bar) will not be accepted.

_____ L. Hopper shall have a 304 Series Stainless Steel Shroud enclosing the auxiliary engine, muffler, blower housing, fuel tank, and hydraulic tank and cooler. Shroud shall be designed to help protect components from the elements and vandals.

_____ M. The hopper shroud shall also be designed to reduce auxiliary engine noise by having a minimum of 1" thick sound dampening material attached to the inside of shroud in the engine compartment area. Sound deadening material must consist of at least 48 Square feet of material. Shroud must be an integral part of the hopper and lift when the hopper is raised. The shroud shall give the sweeper a neat, well thought out streamlined appearance. In the interest of sweeper protection, public safety and sweeper noise reduction, sweepers that do not meet all of these requirements will not be accepted.

_____ N. The hopper roof shall be higher at the center to allow water to run off and to reduce corrosion. Hoppers with flat roofs will not be accepted.

_____ O. The suction tube entering hopper hopper hall be bolt on for easy replacement and constructed of abrasion resistant steel.

_____ P. A hopper door open/close switch shall be mounted on console to allow rear door to be operated from inside cab.

_____ Q. Hopper floor to be constructed with 304 Series Stainless Steel. The roof, bulkhead, rear door, and sides to be constructed of a minimum of 10 gauge 304 Series Stainless Steel. The hopper floor shall slope 3 degrees towards the rear door.

_____ R. The rear door shall include an in-cab door open indicator warning light.

_____ S. The hopper shall include an in-cab hopper up indicator warning light.

BLOWER

_____ A. Heavy-duty steel blower shall be used to create air pressure and suction (regenerative air) for removing debris from road surface. Sweepers that clean road surfaces by using suction only (pure vacuum) will not be accepted.

_____ B. Blower to be powered by the sweeper auxiliary engine via a heavy-duty 5-groove v-belt. A belt safety guard shall be supplied.

_____ C. The blower shall be a closed face turbine type with 10 curved blades, and shall by 32.75 inch diameter by 5 inches wide. The blower shall be constructed of 500 brinell hardness abrasion resistant steel. Fan to be fully balanced within 1.5 grams on both sides for long fan and bearing life. A die-cast aluminum alloy open face blower, either covered with rubber or not, or a die cast steel open face blower will not be acceptable.

_____ D. Blower shall have a minimum rated performance of negative 65 inches of water column and 17,000 CFM. Documentation must be included with the bid packet that states that the Air Movement and Control Association has tested the fan and certifies the fan is equal to or greater than the performance data listed above. Since the rated fan performance is directly related to the performance of the sweeper, no sweeper will be considered without the fan being certified by the Air Movement and Control Association.

_____ E. Must be Whisper Wheel equipped to provide a 360 degree average dB(a) rating of 72.0 or less at an unobstructed distance of 50 feet at 2000 engine RPM. Sound dampening material is required in the area of the auxiliary engine and blower to aid in soundproofing.

_____ F. The blower housing shall be constructed of 3/16" abrasion resistant steel with the inside of the housing covered by a replaceable rubber wear liner.

_____ G. Blower housing shall have a vacuum enhancer for discharging a portion of the blast air for sweeping light materials such as leaves and paper. The vacuum enhancer shall be electrically powered by a DC actuator

and controlled from a switch located on the control panel inside the cab. The vacuum enhancer shall be capable of 0 - 80% air diversion for maximum control.

_____ H. Blower housing shall not be an integral part of the hopper and shall be mounted parallel with the front of the hopper.

_____ I. Blower shall be mounted on sealed self-aligning anti-friction bearings. Blower shaft shall have greaseable bearings requiring 1/4 ounce of grease every 250 hours to ensure maximum life expectancy. Non-regreasecable bearings are unacceptable due to sweeper environment. Blower shaft shall be a minimum of 36 inches long and 2 1/4" diameter to reduce stress or premature bearing wear. Grease points shall be accessible from ground level.

PICKUP HEAD

_____ A. Pickup head shall be spring balanced all steel fabricated with separate upper and lower chambers where pressurized air is blasted from the upper chamber through an elongated blast orifice to the lower chamber.

_____ B. The blast orifice shall be a replaceable and shall have a replaceable rubber leading edge and be angled a minimum of 3 degrees towards the suction side of the pickup head. This will ensure a smooth transfer of debris by increasing pressure as the debris moves toward the suction tube. Sweepers with blast orifices that are not angled toward the suction tube will not be acceptable.

_____ C. The pickup head shall not be less than 90 inches wide and 36 inches long giving a total head area of 3240 square inches.

_____ D. Pressure and suction hoses shall be fourteen inches in diameter and be constructed from 3/8 inch thick heavy duty molded wire reinforced molded rubber.

_____ E. Sweeping paths shall be:
Pickup head only = 90 inches
Pickup head and one gutter broom = 117 inches
Pickup head and two gutter brooms = 144 inches

_____ F. Sweeper shall have Sweeps-in-Reverse which allows it to sweep in both forward and reverse with the head down without causing damage to the head or other components. NO EXCEPTIONS. Sweeping heads

that are not designed to sweep-in-reverse and that require add-on devises such as chains attached to the head and chassis axle to meet this requirement, will not be acceptable. Sweeper must be able to sweep in reverse while making turns.

_____ G. Pickup head shall be equipped with doublewide full length virgin carbide drag shoes for maximum life. Front and rear of drag shoe to be snowshoe design to follow road contour without damage. Shoes shall be interchangeable from either the left or right side. Sweepers that utilize tool grade carbide drag shoes shall not be considered.

_____ H. Drag shoes shall be warranted against wear-out for a minimum of two years/2000 hours, prorated.

_____ I. Sweeping head shall be raised and lowered hydraulically by a single switch located in the cab.

_____ J. Head to have a quick disconnect at the lower section of the head suction tube.

_____ K. Suction transition shall include two high volume water nozzles to lubricate the suction tube to reduce clogging during sweeping operations.

_____ L. Head inlet and outlet tubes shall be bolt-in for easy replacement.

GUTTER BROOMS

_____ A. Dual gutter brooms shall be 44" minimum diameter, flattened wire filled vertical digger type for removing debris from gutter area.

_____ B. Gutter brooms to be hydraulic motor driven and shall be positioned laterally and vertically by a hydraulic cylinder and springs.

_____ C. Each gutter broom shall have an adjustment to allow downward compensation for bristle contact, pattern and wear and shall be full floating to follow street contour.

_____ D. Each gutter broom shall have lateral flexibility to swing inward 15" under the chassis when encountering the impact of an immovable object thus avoiding damage to the broom assembly.

_____ E. Each gutter broom shall be held in the up and transit position by use of a hydraulic cylinder and an electric lock valve attachment.

_____ F. Upward motion for gutter broom storage shall be regulated by an adjustable flow control valve.

_____ G. Gutter broom disk to be recessed to prevent such items as string and small rope like material from being wrapped around and damaging the gutter broom motor shaft seal. Disk shall be designed as to allow water to drain off, therefore eliminating water damage to the gutter broom motor seals.

_____ H. A center deflector shall be provided to direct debris thrown by the gutter brooms into the path of the pickup head. Deflector shall be positioned under the belly of the sweeper and in between the gutter brooms. Deflector shall raise and lower with the pick-up head.

_____ I. Each gutter broom shall additionally incorporate a hydraulically actuated tilt capability of 27 degrees, remotely controlled from the console in the cab to allow instant adjustment for debris removal from deep gutters (such as those resulting from multiple overlays of blacktop).

_____ J. Each gutter broom shall be equipped with Gutter Broom Extension Override (GEO) with in-cab controls to be able to extend and retract while in sweeping mode. This will allow the gutter brooms to scrub the pavement surface in front of the pickup head. This system shall be adjustable from full extension to the curb with in-cab variable adjustments to a full retraction under the sweeper. Sweepers that only have a full extension and full traction without variable in-cab adjustments will not be acceptable. All controls shall be in-cab. At no time shall the operator have to leave the cab to activate this function. The system shall be activated by an electric linear actuator.

_____ K. Each gutter broom motor shall have a heavy duty seal, seal slinger/protector and heavy duty bearing to extend life.

_____ L. Each gutter broom shall have an in-cab variable speed control independent of the sweeper auxiliary engine RPM. This shall include a rocket switch for each gutter mounted on the sweeper console.

DUST CONTROL SYSTEM

_____ A. Water spray to be supplied by twin electric diaphragm water pumps. The water pumps to produce a minimum of 60 PSI, with a minimum 5.88 gpm each. The water pumps to automatically disengage when the water supply is depleted or the pre-filter is clogged. A pre-filter filter minder shall also be provided. Pumps shall be mounted below water tank bottom level.

_____ B. Water tank capacity not to be less than 250 gallons (optional 600 gallon) and shall be constructed of polyethylene for strength and corrosion resistance.

_____ C. A minimum 25-foot long fire hydrant fill hose shall be provided with 2.5" NST coupling to fill water tank. A minimum 2" air gap shall be provided between water fill tube and water tank. Hydrant hose shall include a hydrant wrench and hose storage rack.

_____ D. Water system to be filtered by a 50 mesh cleanable filter with restriction indicator located between tank and water pump. For ease of cleaning, water filter to be at ground level. Water shut-off valve shall be provided to allow cleaning filter without losing water supply.

_____ E. 2 each adjustable spray nozzles shall be located at each gutter broom.

_____ F. Dust suppression system to include two spray nozzles at the front axle. Left nozzle to come on when left gutter broom water is in use and right nozzle to come on when right gutter broom water is in use.

_____ G. Each water spray function to have its own independent on/off cab controlled solenoid valve.

_____ H. An in-cab water level gauge and an in-cab low water level alarm located on the sweeper console must give operator constant visibility of water system levels.

_____ I. Water spray nozzles shall be provided as follows: five nozzles at pickup head, two nozzles inside hopper, two nozzles at right gutter broom, two nozzles at left gutter broom, two nozzles in the suction tube, and two at the front axle.

_____ J. No part of the water system shall be made with ferrous metal.

_____ K. The water system shall incorporate an air purge system for flushing water lines during freezing conditions.

_____ L. Sweeper to be equipped with a front spray bar with 7 nozzles. Spray bar to be mounted on front bumper.

OPERATING CONTROLS AND DISPLAYS

_____ A. Sweeper shall be equipped with dual steering and controls for left or or right side operation of the sweeper. The dual steering and controls not be installed by the sweeper manufacturer.

_____ B. Auxiliary engine control and gauges shall be mounted on a left to right rotating control console inside the cab. Fixed base, non rotating consoles are not acceptable. They shall consist of: keyed ignition, electronic throttle control, leaf bleeder control, oil pressure gauge, water temperature gauge, voltmeter, tachometer, and hour meter. All gauges to be full color, high resolution display. The display shall include a diagnostic gauge with the ability to read and record engine error codes and engine load and fuel consumption.

_____C. Hydraulic temperature, dust control water level, leaf bleeder position indicator, hopper tilt status, parking brake status, and sweeper standby controller status shall be displayed on a full color, high resolution display mounted on the sweeper console.

_____ D. Console to have independent switches for operating left gutter broom, tilt, GEO and variable speed, right gutter broom, tilt, GEO and variable speed, and pickup head. All switches to be lighted and have international symbols for easy identification.

_____ E. Console to have individual switches water pump on/off switch and low water level warning light. Independent water control switches for left gutter broom, right gutter broom, pickup head, hopper, front bumper, and nozzles at front axles. All switches shall be lighted and have international symbols for easy identification.

_____ F. Console to have independent switches for each gutter broom light, rear dump light, and safety strobes.

_____ G. All sweeper main electrical systems to be separately fused at the systems locker.

_____ H. The console shall feature a "stand by" control that allows one touch return to sweeping after equipment selection. The standby feature shall be switch selectable to provide lift in reverse or sweep in reverse.

_____ I. Instrument readings that are out of range including low hydraulic oil level, hydraulic oil filter restriction, communication error, spray water filter dirty, spray water low, high dump angle warning, unsafe dump angle lock out, parking brake not set shall display an warning icon and sound a warning chime. Non safety chimes may be acknowledged for 90 seconds.

HAND HOSE EQUIPMENT

_____ A. Sweeper to have an auxiliary hand hose, that includes an engine throttle, for cleaning remote areas inaccessible to the sweeping head and for cleaning out catch basins.

_____ B. Hand hose to be 8" in diameter, 12' long, with spring or hydraulic boom and 52" long serrated tip collection nozzle. Hand hose shall be stored on the rear of the sweeper. Hand hose shall be rubber,

_____ C. A block off plate to divert airflow to the hand hose shall be provided. Block off plate to fit in tool box. For operator safety, no sweeper will be accepted that requires the block off plate to be stored in the cab.

SAFETY EQUIPMENT

_____ A. Sweeper to meet all federal motor vehicle safety standards. All lighting must be LED.

_____ B. Sweeper shall include two hopper safety struts that lock hopper in the raised position during maintenance. Safety struts to be permanently mounted to sweeper. Operator to manually engage and disengage struts.

_____ C. Sweeper shall to be equipped with an LED amber strobe light with limb guard. LED Strobe to be mounted at the highest point at the rear of the sweeper.

_____ D. The sweeper shall have two lower LED stoplights mounted into the rear bumper at a height of 35 inches. The sweeper shall also have two integral high mounted LED stoplights mounted at a height of approximately 94 inches. For protection of the lights and to make cleanup easier, the lights shall be integrally mounted in the sweeper body.

_____ E. Two rear high mounted integral yellow alternating LED flashing lights to be provided. Light shall be mounted at a height of approximately 94 inches above the ground.

_____ F. Sweeper shall be equipped with rear mounted slow moving vehicle emblem, backup alarm, cab mounted 5-lb fire extinguisher, and a warning triangle kit.

_____ G. Permanent warning labels shall be provided at all hazard areas.

_____ H. Sweeper shall be equipped with rear view camera and 7" cab-mounted color flat screen monitor with sound. System shall be capable of night vision with auto dimming monitor. Capable of continuous viewing or activated when chassis is shifted into reverse.

ACCESSORIES

_____ A. Sweeper must have a full width steel rear bumper mounted to frame.

_____ B. 8" chrome cab mounted parabolic mirrors shall be provided to aid operator in observing gutter brooms. They shall be mounted below the west coast mirrors on chassis doors.

_____ C. An 18 7/8" wide X 10 1/2" tall X 24 5/8" deep lockable toolbox shall be provided. Access shall be from the curb side of sweeper.

PAINT COLOR

_____ A. The sweeper shall be painted with 1 coat of sealer/primer and 2 coats of DuPont Imron Elite polyurethane paint in the manufacturer's standard white color. Paint shall be lead free.

_____ B. Gutter brooms, pickup head, sweeper and truck frame to be painted a semi-gloss polyurethane textured black for long life.

SWEEPER WARRANTY

_____ A. Per manufacturers published warranty, sweeper shall be warranted to be free of defective materials and workmanship for a period of 12 months or 1,200 hours from date of delivery. No exceptions.

_____ B. Sweeper auxiliary engine shall be warranted for not less than 24 months or 2000 hours, whichever occurs first from date of delivery.

_____ C. The hydraulic system shall have an extended warranty that includes 2 years on motors and valves and 5 years on pumps and fittings.

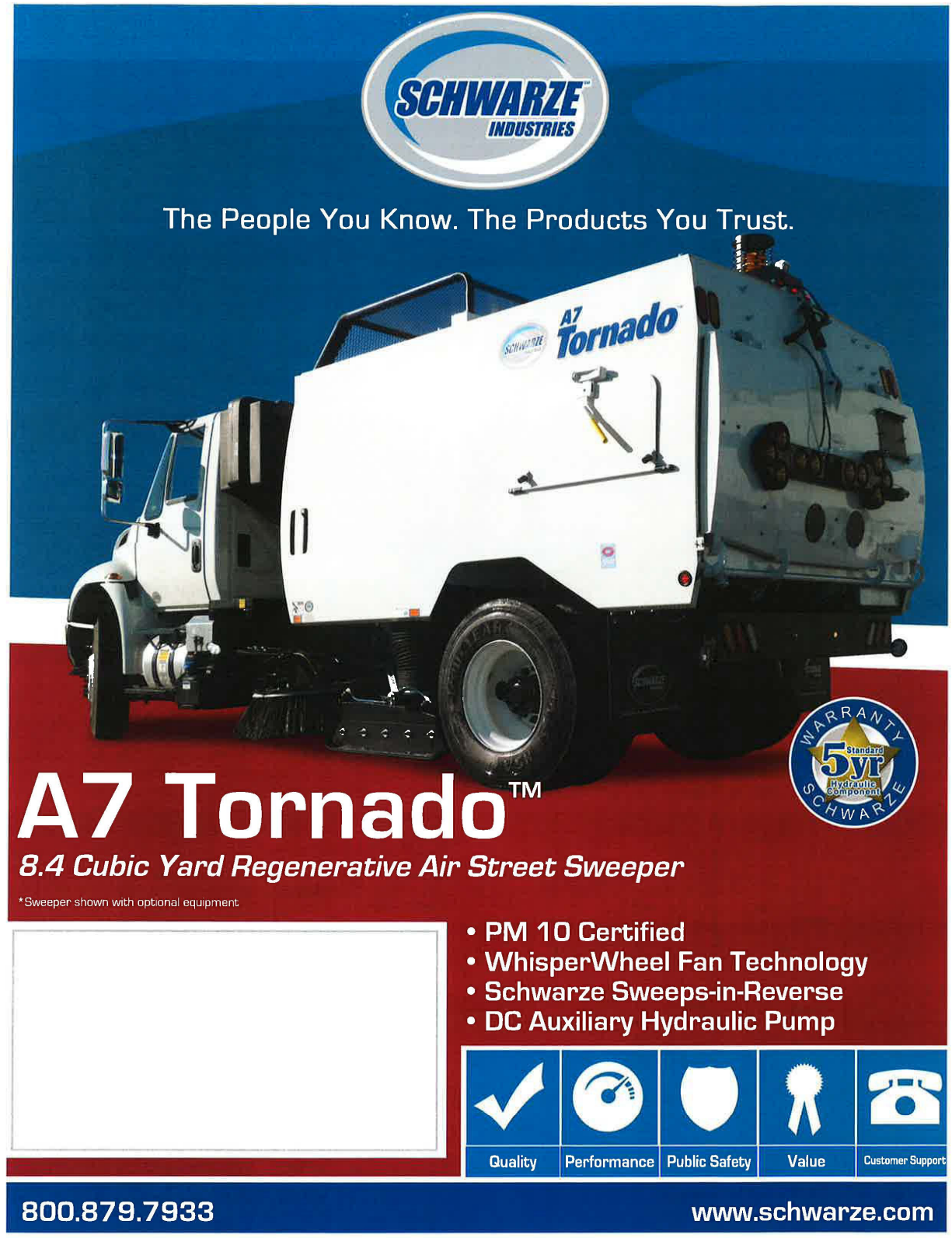
DELIVERY

_____ A. The unit shall be delivered completely assembled, serviced, and ready to operate. The bidder shall have a qualified service representative in attendance with the sweeper during start up operations to make any adjustments needed and to give operator instruction on the proper operation of the sweeper.

_____ B. Bidder to state delivery date.

_____ C. The bidder shall supply a complete sweeper manual. Manual shall include system/component descriptions, sweeper operation, maintenance, troubleshooting, illustrated parts listing with part numbers, and schematics for the sweeper. Manual shall also include reproducible periodic maintenance schedules.

_____ D. Auxiliary engine manuals to be provided. They are to consist of operations & maintenance, maintenance schedules, component technical manual, and an illustrated parts catalog.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8.4 Cubic Yard Regenerative Air Street Sweeper
*Sweeper shown with optional equipment
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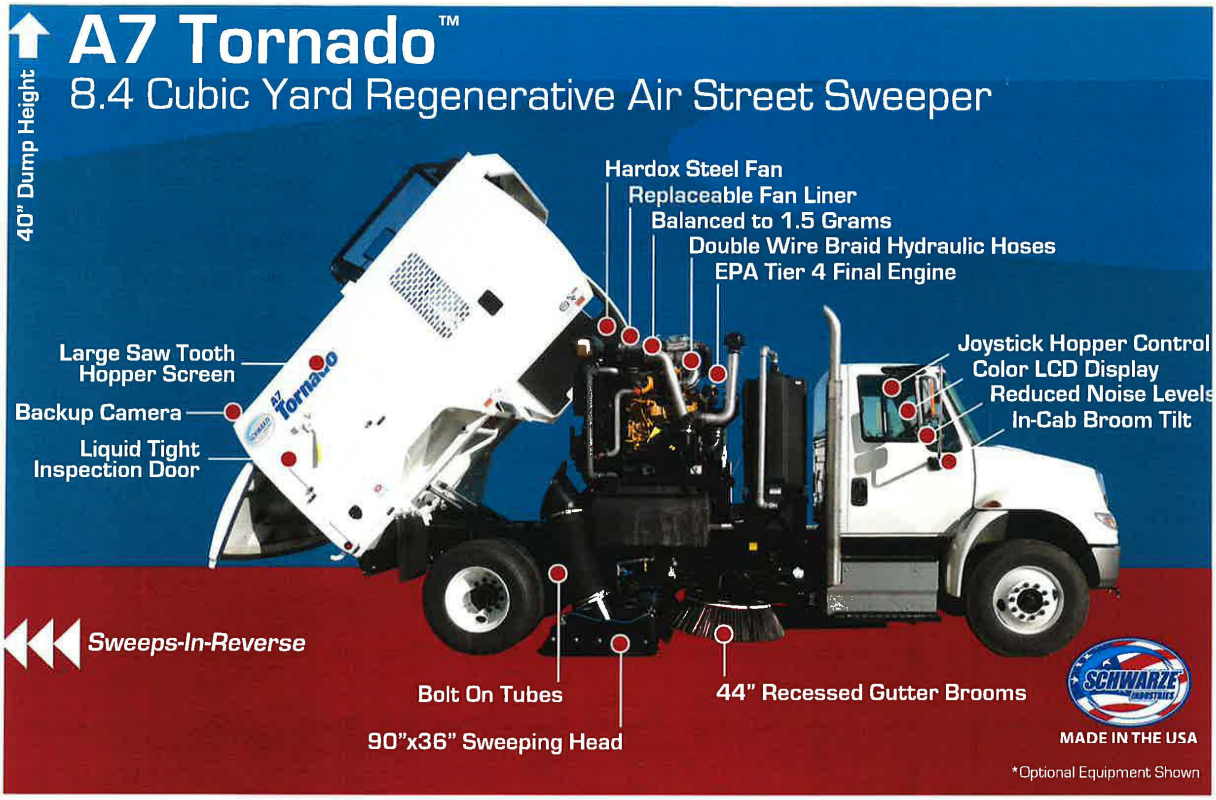
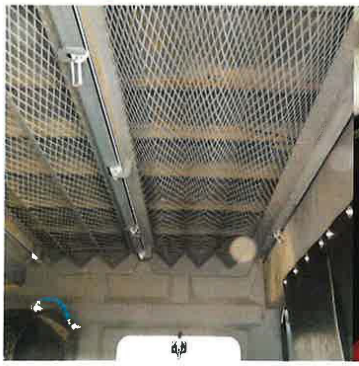


Increased hopper screen surface area through saw-tooth design.



Easy to use backlit switches with text and icon labels.

MUST HAVE OPTIONS

INCREASED WATER
Extra 350 gallon polyethylene water tank

INCREASED SIDE BROOM USABILITY
Add The Gutter Broom Extension Override (Schwarze GEO℠)

GREATER DURABILITY
Choose the Stainless Steel Hopper option

AT YOUR FINGERTIPS
In-cab down pressure control

CLEANING IN TIGHT AREAS
8" auxiliary hand hose

Shielded broom motor reduces entanglement of strings & twine.

Also available on short wheel base M2 chassis.

VALUE

We are dedicated to satisfying our customers by providing the most advanced training for their specific needs. Our training programs are designed to help operators of all skill levels learn the best operating practices for their Schwarze equipment.

PERFORMANCE

There is a lot riding on creating solutions that are suited to the particular needs of different industry applications. Innovation often involves high technology, but doesn't always have to be. Some of our best ideas have been simple, based on a clear and deep understanding of our customers' working lives.

QUALITY

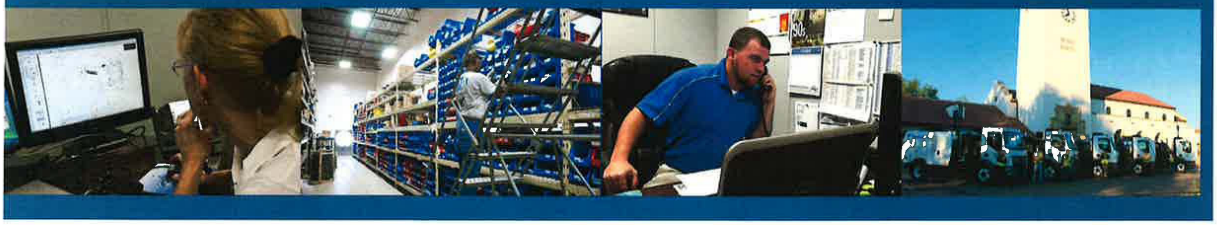
In a Schwarze product, end user concerns like fuel efficiency, serviceability, durability, purchase cost, service cost, etc. are all taken into account. We also consider the needs and strive for ease of use and application optimization. It should be obvious, because when it comes to cost of ownership, quality pays.

PUBLIC SAFETY

No other name speaks safety louder than Schwarze. Protecting operators, those around them, and minimizing our environmental impact are traditional values that continue to shape our product design philosophy.

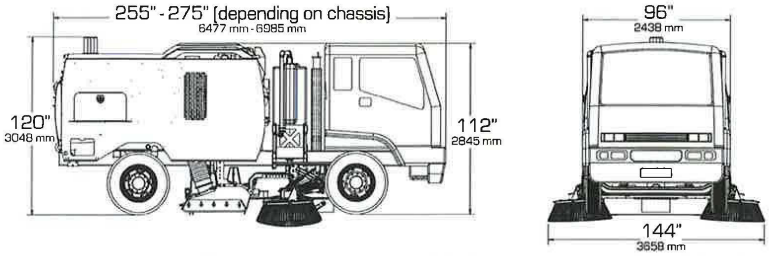
CUSTOMER SUPPORT

Being a Schwarze customer means having a complete set of services at your fingertips. Schwarze can offer you a long-term relationship, protect your revenue and provide a full range of customer solutions, delivered by passionate people. At Schwarze, we don't see effective service and support just as an added value to your purchase, but as an integral part of it.



Also Available from Schwarze Industries, Inc:

A7 Tornado



*TYPICAL MEASUREMENTS SHOWN, EXACT DIMENSIONS DEPENDING ON OPTIONS AND TRUCK MANUFACTURER

SWEEPING PATH

Pickup head only	90 in (2286 mm)
Head and 1 broom	117 in (2972 mm)
Head and 2 brooms	144 in (3658 mm)

CHASSIS

Mounts on various chassis to meet requirements

SWEEPER BODY

Construction	Welded 10-gauge stainless steel plate
Safety props	Lift spacers

STANDARD ENGINE

Model/type	4045T in-line 4 cylinder
Aspiration	Tier 4 Final turbo-charged diesel
Manufacturer	John Deere
Displacement	275 cu in. (4.5 L)
Brake horsepower	134 hp (100 kw) @ 2400 rpm
Torque	398 ft lb (540 Nm) @1600 rpm
Air cleaner	Centrifugal precleaner; dry type with safety element and restriction indicator
Oil filter	Full-flow/spin-on
Stroke	5 in (127 mm)
Bore	4.20 in (106 mm)
Compression ratio	19 to 1
Safety shutdown	Three-point automatic
Throttle control	Electronic

SWEEPER ELECTRICAL SYSTEM

Voltage	12 V
Engine alternator	90 amp

DUST CONTROL SYSTEM

Type	High pressure/low volume
Capacity	250 gallon (946 L)
Tank construction	Polyethylene filter; 50 mesh; cleanable
Fill diameter	2.5 in (63.5 mm)
Fill hose	25 ft (7620 mm)
Controls	Electric; in-cab
Nozzles	2 on each broom; 5 around suction head; 2 inside suction nozzle; 2 on front axle; 2 inside hopper
Water level gauge	In-cab

INSTRUMENTATION

Auxiliary engine	Flat panel display; tachometer; hourmeter; voltmeter; temperature gauge; oil pressure gauge; warning icons

FAN SYSTEM

Type	Closed-face radial
Drive	Direct via 5 groove; banded power belt
Construction	Hardox steel
Balance	1.5 grams on 2 sides
Diameter	32.75 in (832 mm)
Housing lining	Bolt-in corded rubber
Mounting	2 regreasable sealed bearings
Vacuum enhancer	For heavy/light material; in-cab indicator

PICKUP HEAD

Type	Dual chambered full-width blast orifice
Operating direction	Forward and reverse
Suspension	Adjustable spring balanced
Length	90 in (2286 mm)
Pressure hose diam	14 in (355.6 mm)
Suction hose diam	14 in (355.6 mm)
Hose construction	3/8 in (9.5 mm) wire-reinforced molded rubber
Head area	3240 sq in (20903 sq cm)
Controls	Hydraulic raise and lower
Skids	Double wide tungsten carbide
Construction	Abrasion-resistant steel inlet and outlet transitions.

SIDE BROOMS

Type	Vertical steel digger
Location	Right; left; forward of pickup head
Diameter	44 in (1118 mm)
Drive	Hydraulic
Suspension	Torque-sensing spring
Wear adjustment	Automatic
Pressure	Manual
Speed	Variable; non-reversing
Segments	5 each side; disposable
Tilt angle adjustment	In-cab controls

DEBRIS HOPPER

Volumetric capacity	8.4 cu yd (6.4 cu m)
Usable Capacity	7.0 cu yd (5.4 cu m)
Dump angle	51 degrees
Floor angle	3 degrees
Lifting	Twin hydraulic cylinders
Hopper dump door	Hydraulic open, close, lock
Inspection doors	1 on each side, pressure vessel lock
Hopper dump height	40 in (1016 mm)
Debris screens	Sawtooth drop down

HYDRAULIC SYSTEM

Type	Dual output 2 section
Pump capacity	8 gpm @ 1800 rpm (30 lpm) per section for 16 gpm total
Drive	Direct gear
Maximum pressure	2750 psi (190 bar)
Reservoir	25 gal (94 L)
Filter	10 micron; spin on
Protection	Pressure relief valve
Controls	Electro-hydraulic

AUXILIARY HYDRAULIC SYSTEM

Type	Gear type; driven by electric motor
Function	Lower hopper; open/close hopper door; raise brooms and pickup head

PAINT

One coat of sealer/primer and two coats of Dupont imron elite polyurethane in standard white color

Note: Design and specifications subject to change without notice.

*Ask us about our optional:

LIFETIME HOPPER WARRANTY

Affiliates: GSA, Sourcewell, APWA, NAPSA, HGACBuy

SCHWARZE INDUSTRIES

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Huntsville, AL 35811
800.879.7933
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Schwarze Publications

SCHWARZE SWEEPER 12 MONTH LIMITED WARRANTY

UNIT MODEL	UNIT SERIAL NUMBER	ENGINE MODEL	ENGINE SERIAL NUMBER	ORDER NUMBER

CHASSIS MAKE	CHASSIS MODEL	YEAR	VEHICLE IDENTIFICATION NUMBER

Schwarze Industries, seller, provides warranty coverage to the original purchaser for all new equipment manufactured by Schwarze Industries, Inc. Schwarze-built sweepers are warranted to be free from defects in materials and/or workmanship under normal operating conditions, and when used in a proper application, for a period of twelve (12) consecutive months from the date placed into service, or twelve hundred (1200) hours of operation, whichever occurs first, provided all recommended maintenance is performed as scheduled.
WHAT WE WILL DO: Seller's sole obligation with respect to this Warranty shall be to replace or repair, at Seller's option, any part, parts or workmanship which may prove to be defective during the Warranty Period. Warranty work shall be performed at Seller's home office (1055 Jordan Road, N.E., Huntsville, Alabama 35811) or, at Seller's sole option, at the Schwarze authorized Dealer nearest to the purchaser's location.
WHAT IS NOT COVERED: This warranty shall not apply to damage or defects caused by negligence, carelessness, unauthorized repair work, use of unauthorized repair parts or to damage due to accident, misuse or abuse on the part of the purchaser or his or her or its servants, agents, representatives or employees, or to damage caused by acts of God. This Warranty shall not apply to routine maintenance, repair and adjustments, or to the wear parts, including but not limited to the following:

A-Series & S-Series Sweepers: flaps, drive belt, hoses, broom bristles, seals, low arms. throttle cable, fan housing liner, door trim, filters, light bulbs, tires, water nozzles, spray tips, screens, springs, switches, batteries, mud flaps and mirrors.
M-Series Sweepers: brooms, rubber sprockets, bearings, flaps, drive couplings, drag brush, caster wheels, light bulbs, tires, water nozzles, spray tips, belts, control cables, filters, switches, batteries, mud flaps and mirrors.

WARRANTY DISCLAIMER
Except for the warranties stated herein, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGE OR LOSS OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF PURCHASE OR REPLACEMENT GOODS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTIONS.
The remedies of the Purchaser set forth herein are exclusive, and the liability of Seller with respect to the manufacture, sale, delivery, resale, installation or use of any goods covered by or furnished under this Limited Warranty shall not, in any event, exceed the price of the goods upon which such liability is based. Any parts or accessories not manufactured by Schwarze are warranted only to the extent that the manufacturer's Warranty may be passed on to Purchaser, and such parts and accessories are not subject to this Warranty or to any other warranty, expressed or implied. The limitations of remedies to repair or replacement and the disclaimer of all special, incidental or consequential damages are intended to be separate and independent limitations of Seller's liability.
HOW TO OBTAIN SERVICE: If a problem that is covered by this Warranty develops with this Schwarze Sweeper during the Warranty Period, PURCHASER MUST NOTIFY THE SCHWARZE IN WRITING PRIOR TO THE EXPIRATION OF THE WARRANTY PERIOD OR WAIVE ALL CLAIMS. Purchaser must then deliver the unit, at Purchaser's expense and risk of loss during transport, to Seller's Huntsville, Alabama address, or to the nearest Schwarze Industries, Inc. authorized Dealer. In lieu of presenting the unit for service, parts covered under this Warranty will be shipped at Purchaser's expense if the total weight of the parts is less than 25 lbs. If the Purchaser agrees to pay $10.00 over the normal freight charges, parts covered under this 12 Month Warranty will be shipped via air freight for next-day delivery, when available. Those parts not shipped on an expedited basis, or weighing more than 25 lbs, will be shipped by Seller's normal methods (U.P.S. ground, common carrier, etc.) at the Purchaser's expense unless Purchaser specifies differently, and agrees to be liable for any additional shipping and freight charges. All parts covered under Warranty will be shipped C.O.D. unless the Purchaser has previously established an account with Schwarze and provided that such account is not past due and that the Purchaser has not exceeded his/ her/its credit limit. Warranty credit will be available only on parts which are received by Seller within thirty (30) days of the Purchaser's receipt, and if the replacement or repaired part is returned freight prepaid, and only if the component manufacturer approves it for warranty replacement. In NO case will credit be available for defective parts received by Seller later than (30) days after Schwarze ships the replacement part.
TRANSFER OF WARRANTY: This Warranty is nontransferable without prior approval, in writing, by Schwarze Industries, Ind., 1055 Jordan Road, N.E., Huntsville, Alabama, 35811. To be considered, any Transfer request must include the following information.

1. The vehicle identification number of the chassis.
2. Model and serial number of the sweeper
3. Original purchaser's name and address
4. Name and address of the current registered owner .
5. Name and address of the party to whom the Warranty is requested to be reassigned.

No employee or agent of Seller is authorized to alter or extend this Warranty or to assume any other liability on Seller's behalf. Any alterations or extensions shall not be valid or binding upon Schwarze. To get further help, notify the Schwarze Warranty Department by calling 1-800-879-7933, and identify yourself as a bearer of the Schwarze Sweeper 30 Day Limited Warranty.

HOPPER LIMITED WARRANTY STATEMENT APPLICABLE TO STREET SWEEPER MODELS: A4 Storm, A7 Tornado, A9 Monsoon and A7 Zephyr, Hypervac and M6 Avalanche equipped with the lifetime hopper option.

Schwarze Industries hereby certifies that the sweeper's Debris Hopper Body, **excluding:** inlet and outlet wear tubes, water nozzles and mounts, deluge plumbing, hand hose components, and inlet screens, shall be warranted against rust perforation and corrosion perforation for the "LIFETIME" of the sweeper, as defined as the ownership period by the original purchaser of the new sweeper, and provided the lifetime warranty is acknowledged on the Schwarze new unit sales order. Debris hoppers with warrantable perforation will be repaired or replaced by Schwarze industries or their authorized agents during the period of ownership by the original purchaser of the sweeper. This warranty is non-transferable. Coverage includes 100% parts and labor (excludes travel expenses) with no 'pro-rating' or hour limitations. Collision damage and perforations incurred by other than rust or abrasion perforation are excluded from this warranty.

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 271-3130**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance approving a waiver of competitive bidding to purchase (18) Edge 2-2n video processors from Temple Inc., which is a sole source provider of this equipment, used in the City's traffic signals.

Estimated Cost	**$53,299.13**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Waiver of Bid Request

Date of City Council Meeting	**2/23/2021**
Department	**Street**
Submitted by	**Tony Davis**
Phone	**(479) 236-3899**

Vendor	**Temple Inc.**
Total Cost	**$53,299.13 This is the total cost to include tax**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

The edge2-2n video processors are the latest version and works with our vantage live traffic systems which are in our traffic cabinets.

Justification *(Enter justification in space below):*

These are replacement video processors for our traffic signals that have reached their end of life cycle. Temple Inc. is the only authorized exclusive dealer in the State of Arkansas for this equipment, making them the sole source for this purchase; due to Temple being the sole source provider, it is impracticable to solicit bids for this purchase.

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

Memorandum

DATE: 2-23-2021

TO: City Council, Mayor Orman

FROM: Tony Davis

RE: Video Processors for Traffic Signals

The Transportation Department is asking for a waiver of bids in order to purchase (18) Edge2-2n video processors from Temple Inc. These will be used as replacements for outdated video processors that have reached their end of life cycle for our traffic signals. Please see the attached quote and sole source statement attached from Temple.

Sincerely,

Tony Davis
Street Manager
City of Bentonville

Temple, Inc.
P.O. Box 2066
Decatur, Alabama 35602-2066
Phone 1-800-633-3221

Temple

Serving the South Since 1954!

Bill To:

City of Bentonville
Accounts Payable
117 West Central
Bentonville AR 72712-5256
Attn: Rob Kintz

Ship To:

City of Bentonville
501 SW 28th Street
Bentonville AR 72712

DATE	**February 3, 2021**
TERMS	**NET 30**
DELIVERY	**6 to 8 Weeks, A.R.O.**
SALESMAN	**Tim Olinger**

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by **Temple, Inc.** All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by **Temple, Inc.** before final acceptance. Freight will be prepaid and allowed unless otherwise noted on this quotation.

Quantity	Description	Price	Amount
18	**EDGE2-2N Processors w Trade-in (platform)**	**$2,700.00**	**$48,600.00**
1	**Freight**	**$75.00**	**$75.00**
	TOTAL	$	48,675.00

Note:
A 4% fee will be added to all credit card orders.
Tax will be added if applicable.
Freight not included unless noted on quote.
Please submit purchase orders to: Orders@temple-inc.com

Quote Valid For __90_____ Days.

SALESMAN [redacted]

Temple

January 25, 2021

Brad Conley and Rob Kintz
City of Bentonville, AR
Traffic Signal Maintenance

RE: Sole Source Supplier

Dear Sirs:

This letter is to inform you that Temple, Inc. is the only authorized exclusive dealer in the State of Arkansas for the following manufactured equipment:

Carmanah **Clary** **Dialight** **Iteris**

Mobotrex **Polara** **Siemens ITS**

Temple, Inc (*to include all Temple made products and services*)

Any order, service or repair for any of the above-mentioned manufactured equipment must be purchased through Temple, Inc.

Temple, Inc. does handle the repairs for the products we sell, whether we are sole source or not, which includes Pelco Products.

Thank you for your interest and the opportunity to be of service. Should you require additional information, please call Temple, Inc. at 800-633-3221

Sincerely,

Forrest Temple
President

Temple, Inc.
P.O. Box 2066 • Decatur, AL 35602-2066
(256) 353-3820 •(800) 633-3221
Sales/Customer Fax (256) 353-4578 • *Accounting Fax* (256) 353-3351

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF REPLACEMENT VIDEO PROCESSORS FOR TRAFFIC SIGNAL CAMERAS AT CERTAIN INTERSECTIONS IN THE CITY OF BENTONVILLE 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 for the purchase of replacement video processors for traffic signal cameras at certain intersections in the City of Bentonville from Temple Inc. as set forth in the Proposal attached hereto as Exhibit A.

Section 2: Because this equipment is required work in conjunction with the City's existing system and because Temple Inc. is the sole distributor in this region for the equipment required to facilitate the continued standardization of video and signal components at all City intersections, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☑ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Change Order and Final Payment for ARDOT 090473 – Hwy. 102 SW I St. Inters. Impvts. (Bentonville) (S). This Reconciliation Change Order includes Change Orders 3 and 4 thus reducing the overall contract by $5,011.65 and adding 290 additional days to the project.

Estimated Cost	**($5,011.65)**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Memorandum

To: Mayor and City Council

From: Dennis Birge, Transportation Director

Date: Wednesday, February 9th, 2020

Re: Final Payment & Reconciliation Change Order for ARDOT Job 090473 – Hwy. 102 SW I St. Inters. Impvts. (Bentonville) (S)

ARDOT Job 090473 – Hwy. 102 SW I St. Inters. Impvts. (Bentonville) (S) is now complete. A Reconciliation Change Order (RCO), consisting of Change Order 3 & 4, is needed to adjust the quantities and days of the contract. Below is a basic overview of the RCO for both Schedule A and Schedule B:

Description	Schedule A	Schedule B	Contract Total	Days
Original Contract Amount	$1,013,923.24	$195,225.10	$1,209,148.34	270
Change Order 1 (Approved 10/22/19)	$0.00	$0.00	$ 0.00	0
Change Order 2 (Approved 5/13/20)	$169,983.01	$0.00	$169,983.01	15
Change Order 3 (Proposed 12/29/20)	$0.00	$16,556.00	$16,556.00	0
Change Order 4 (Proposed 12/29/20)	($174,550.98)	($16,999.68)	($191,550.66)	290
Totals	**$1,009,355.27**	**$194,781.42**	**$1,204,136.69**	**575**
Difference	($4,567.97)	($443.68)	($5,011.65)	305

Notice to Proceed was issued on 3/4/2019 for a duration of 270 days. During this period, the City decided to increase the scope of the project introducing additional mill and overlay of SW I Street. This required ARDOT to review the plans and send a concurrence. This all happened during the COVID-19 pandemic which slowed all processes down. Once concurrence was received in May, notice was given and work resumed in June. Substantial Completion was achieved on 9/29/2020. Along with the RCO reducing the contract by $5,011.65 there is a request to add an additional 290 days to the contract.

Staff recommends that the Mayor and City Council approve the final payment and RCO to finalize the ARDOT Job 090473 – Hwy. 102 SW I St. Inters. Impvts. (Bentonville) (S).

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My telephone number is (479) 271-5964 or I can be reached via email at dbirge@bentonvillear.com

Change Order

No. 3

Date of Issuance: 12/28/2020 Effective Date: 12/28/2020

Project:	Owner:	Owner's Contract No.:
090473 HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)	CITY OF BENTONVILLE	
Contract:		Date of Contract: March 4, 2019
Contractor: APAC CENTRAL, INC.		Engineer's Project No.: 30049

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

ADDITIONAL PAYMENT REQUESTED FOR VARIOUS ITEMS - 8"X6" TEE & PIV, ADDITIONAL EXCAVATION AND MISC ITEMS IN D1

Attachments (list documents supporting change):

ORIGINAL CHANGE ORDER REQUEST FROM APAC/CROSSLAND

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
$ 1,209,148.34	Substantial completion (days or date): 270 Ready for final payment (days or date): 300
Increase from previously approved Change Orders No. 2 to No. 2:	**Increase** from previously approved Change Orders No. 2 to No. 2:
$ 169,983.01	Substantial completion (days): 15 Ready for final payment (days): 15
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$ 1,379,131.35	Substantial completion (days or date): 285 Ready for final payment (days or date): 315
Increase of this Change Order:	[Increase] [Decrease] of this Change Order:
$ 16,556.00	Substantial completion (days or date): NA Ready for final payment (days or date): NA
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$ 1,395,687.35	Substantial completion (days or date): 285 Ready for final payment (days or date): 315

RECOMMENDED:

By: [redacted]

Engineer (Authorized Signature)

Date: 12/29/2020

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____ Date: _____

APAC-Central, Inc.

Jason Teague
Project Manager

P.O. Box 9208, 755 E. Millsap Road
Fayetteville, AR 72703
Tel: 479 587-3300 Fax: 479-521-2826
jason.teague@apac.com

December 26, 2019

Anna Keogh
CEI Engineering Associates, Inc.
3108 SW Regency Pkwy. #2
Bentonville, Arkansas 72712

RE: ArDOT Job # 090473 Hwy. 102/SW "I" Street Improvements

Dear Anna,

Please see the attached pricing breakdown provided by Crossland Heavy Contractors for the additional payment requested on the above referenced project.

If you have any questions, do not hesitate to contact me at the provided information.

Respectfully,

[redacted]

Jason Teague
Project Manager
office: 479-587-3300
cell: 479-957-2658

CROSSLAND
HEAVY CONTRACTORS

Quoted By: Jason Necessary
jnecessary@heavycontractors.com
mobile: 479-282-6570

Job Description 19A04MS Hwy 102-SW I St Additional Work R2

Bid Date 14-Nov-2019

Proposal

Pay Item No.	Description Subtotal Description	Quantity	Unit of Measure	Unit Price	Total Price
CO3.1	8"x6" Tee & PIV	1.00	EA	9,326.00	9,326.00
	SUBTOTAL- 8"x6" Tee & PIV			Subtotal:	9,326.00
CO3.2	Sawcutting	50.00	LF	7.00	350.00
CO3.3	Additional Excavation- dug a crater, not a trench	1.00	Week	3,700.00	3,700.00
CO3.4	Trench Box Rental- Additional time and shoring for crossing under the storm drain box not originally shown	2.00	Week	780.00	1,560.00
CO3.5	Aggregates- Just had to backfill a much larger hole than originally bid	60.00	TN	27.00	1,620.00
	SUBTOTAL- Additional Excavation Efforts for D1			Subtotal:	7,230.00
				GRAND TOTAL:	16,556.00

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Change Order

No. 4

Date of Issuance: 12/28/2020 Effective Date: 12/28/2020

Project:	Owner:	Owner's Contract No.:
090473 HWY. 102/SW "I" ST. INTERS. IMPVTS. (BENTONVILLE)(S)	CITY OF BENTONVILLE	
Contract:		Date of Contract: March 4, 2019
Contractor: APAC CENTRAL, INC.		Engineer's Project No.: 30049

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

RECONCILIATION CHANGE ORDER

Attachments (list documents supporting change):

REQUEST FOR ADDITIONAL DAYS

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
	Substantial completion (days or date): 270
$ 1,209,148.34	Ready for final payment (days or date): 300
Increase from previously approved Change Orders No. 2 to No. 3:	**Increase** from previously approved Change Orders No. 2 to No. 2:
	Substantial completion (days): 15
$ 186,539.01	Ready for final payment (days): 15
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
	Substantial completion (days or date): 285
$ 1,395,687.35	Ready for final payment (days or date): 315
Decrease of this Change Order:	**Increase** of this Change Order:
	Substantial completion (days or date): 290
$ 191,550.66	Ready for final payment (days or date): 290
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Substantial completion (days or date): 575
$ 1,204,136.69	Ready for final payment (days or date): 605

REC[redacted]	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 12/29/2020	Date:	Date:
Approved by Funding Agency (if applicable):		Date:

Contractor's Application For Payment No. 13 & Final

	Application Period Ending: December 15, 2020	Application Date: December 15, 2020	
To (Owner): City of Bentonville	From (Contractor): APAC-Central	Via (Engineer): CEI Engineering Associates	
Owner's Project No.: ArDOT 090473	Contractor's Project No.: 203420	Engineer's Project No.: 30049	
Project / Contract: HWY 102/SW "I" St			

Application for Payment
Approved Change Order Summary

Number	Additions	Deductions
2 (roadway)	$ 169,963.01	
3 (waterline)	$ 16,556.00	
4 (roadway)		$ 174,550.98
4 (waterline)		$ 16,999.68
TOTALS	$ 186,539.01	$ 191,550.66
NET CHANGE BY CHANGE ORDERS	$	(5,011.65)

1. ORIGINAL CONTRACT PRICE SCHEDULE A - ROADWAY CONSTRUCTION		$1,013,923.24
2. NET CHANGE BY CHANGE ORDERS	$	(4,567.97)
3. CURRENT CONTRACT PRICE (Line 1 ± 2)		$1,009,355.27
4a. TOTAL VALUE of WORK PERFORMED Schedule A		$1,009,355.27
b. STORED MATERIALS	$	-
c. TOTAL OF WORK & MATERIALS (4a + 4b)		$1,009,355.27
5. RETAINAGE (5% of Line 4c):		
6. AMOUNT ELIGIBLE TO DATE (Line 4c - Line 5)		$1,009,355.27
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	955,580.79
8. AMOUNT DUE THIS APPLICATION (Line 6 - Line 7)	**$**	**53,774.48**
9. BALANCE TO FINISH PLUS RETAINAGE (Line 3 - 4c + 5)		$0.00

10. ORIGINAL CONTRACT PRICE SCHEDULE B - WATERLINE CONSTRUCTION		$195,225.10
11. NET CHANGE BY CHANGE ORDERS	$	(443.68)
12. CURRENT CONTRACT PRICE (Line 10 ± 11)		$194,781.42
13a. TOTAL VALUE of WORK PERFORMED Schedule B		$194,781.42
b. STORED MATERIALS	$	-
c. TOTAL OF WORK & MATERIALS (13a + 13b)		$194,781.42
14. RETAINAGE (5% of Line 13c):		
15. AMOUNT ELIGIBLE TO DATE (Line 13c - Line 14)		$194,781.42
16. LESS PREVIOUS PAYMENTS (Line 15 from prior Application)	$	169,314.15
17. AMOUNT DUE THIS APPLICATION (Line 15 - Line 16)		**$25,467.27**
18. BALANCE TO FINISH PLUS RETAINAGE (Line 12 - 13c + 14)		$0.00

19. AMOUNT DUE THIS APPLICATION (Line 8 + Line 17)	**$**	**79,241.75**
20. BALANCE TO FINISH PLUS RETAINAGE (Line 9 + Line 18)		$0.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: 12/15/2020

Payment of: $79,241.75 (Line 19 or other amount)

is recommended by: (Engineer) 12/22/2020 (Date)

Payment of: _____ (Line 19 or other amount)

is approved by: (Owner) (Date)

	City Account Numbers	Amount
1)		
2)		
3)		
4)		
5)		

OWNER'S PROJECT NUMBER: ArDOT 090473
PERIODIC PAY ESTIMATE NUMBER: 13 & Final
APPLICATION PERIOD ENDING: December 15, 2020
APPLICATION DATE: December 15, 2020
PERCENT COMPLETE: 99.55

PERIODIC PAY ESTIMATE FOR:
SCHEDULE A - ROADWAY CONSTRUCTION
HWY 102/SW "I" St

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
		CURRENT CONTRACT				TOTAL THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE			
Item No	Description	Quantity	Units	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	%	Fund/Acct
10	Clearing	12.00	STA	$ 550.00	$6,600.00			12	$6,600.00	12.00	$6,600.00	100.00	
20	Grubbing	12.00	STA	$ 550.00	$6,600.00			12	$6,600.00	12.00	$6,600.00	100.00	
30	R&D of Curb and Gutter	1,158.00	LF	$ 14.67	$16,987.86			1158	$16,987.86	1,158.00	$16,987.86	100.00	
40	R&D of Asphalt Driveways	193.00	SY	$ 14.67	$2,831.31			193	$2,831.31	193.00	$2,831.31	100.00	
50	R&D of Concrete Driveways	201.00	SY	$ 28.17	$5,662.17			201	$5,662.17	201.00	$5,662.17	100.00	
60	R&D of Concrete Walks	533.00	SY	$ 15.95	$8,501.35			533	$8,501.35	533.00	$8,501.35	100.00	
70	R&D of Signs	1.00	EA	$ 145.00	$145.00			1	$145.00	1.00	$145.00	100.00	
80	R&D of Junction Boxes	4.00	EA	$ 1,400.00	$5,600.00			4	$5,600.00	4.00	$5,600.00	100.00	
90	R&D of Drop Inlets	6.00	EA	$ 1,400.00	$8,400.00			6	$8,400.00	6.00	$8,400.00	100.00	
100	R&D of Pipe Culverts	13.00	EA	$ 3,000.00	$39,000.00			13	$39,000.00	13.00	$39,000.00	100.00	
110	Unclassified Excavation (Plan Quantity)	3,185.50	CY	$ 17.82	$56,765.61			3185.5	$56,765.61	3,185.50	$56,765.61	100.00	
120	Compacted Embankment (Plan Quantity)	2,370.15	CY	$ 30.32	$71,862.95			2370.15	$71,862.95	2,370.15	$71,862.95	100.00	
125	Undercut and Backfill	600.00	CY	$ 48.70	$29,220.00			688.01	$33,506.09	688.01	$33,506.09	114.67	
130	Soil Stabilization (Plan Quantity)	50.00	TON	$ 260.00	$13,000.00			0		0.00	$0.00	0.00	
140	Aggregate Base Course (Class 7)	556.40	TON	$ 34.80	$19,362.72			556.4	$19,362.72	556.40	$19,362.72	100.00	
150	Aggregate Base Course for Driveway	116.30	TON	$ 45.45	$5,285.84			116.3	$5,285.84	116.30	$5,285.84	100.00	
160	P.C. Concrete Base Course (5")	105.22	SY	$ 80.00	$8,417.60			105.22	$8,417.60	105.22	$8,417.60	100.00	
170	Tack Coat	1,104.39	GAL	$ 3.56	$3,931.53			775	$2,759.00	775.00	$2,759.00	70.17	
180	A.B. (PG70-22) ACHM Binder (1")	8.94	TON	$ 120.00	$1,072.80			9.56	$1,147.20	9.56	$1,147.20	106.94	
190	M.A. In ACHM Binder (1")	181.18	TON	$ 84.10	$15,237.24			198.28	$16,675.35	198.28	$16,675.35	109.44	
200	Asphalt Driveways (3" ACHM Binder Course)	16.13	TON	$ 155.00	$2,500.15			11.06	$1,714.30	11.06	$1,714.30	68.57	
210	A.B. (PG70-22) ACHM Surf (1/2")	37.82	TON	$ 120.00	$4,538.40			95.24	$11,428.80	95.24	$11,428.80	251.82	
220	M.A. In ACHM Surf (1/2")	637.53	TON	$ 82.25	$52,436.84			1668.53	$137,236.59	1,668.53	$137,236.59	261.72	
230	Asphalt Driveways (2" ACHM Surface Course)	10.75	TON	$ 138.00	$1,483.50			7.16	$988.08	7.16	$988.08	66.60	
240	Cold Milling Asphalt Pavement	4,731.27	SY	$ 3.56	$16,843.32			13875	$49,395.00	13,875.00	$49,395.00	293.25	
250	Concrete Driveways	212.02	SY	$ 50.60	$10,728.21			157.34	$7,961.40	157.34	$7,961.40	74.21	
260	Mobilization	1.00	LS	$ 34,000.00	$34,000.00			1	$34,000.00	1.00	$34,000.00	100.00	
265	Mobilization (Change Order #2)	0.00	LS	$ 6,990.00				1	$6,990.00	1.00	$6,990.00	100.00	
270	Maintenance of Traffic	1.00	LS	$ 27,850.00	$27,850.00			1	$27,850.00	1.00	$27,850.00	100.00	
275	Maintenance of Traffic (Change Order #2)	0.00	LS	$ 12,750.00				1	$12,750.00	1.00	$12,750.00	100.00	
280	Signs	88.00	SF	$ 10.50	$924.00	216.00	$2,268.00	88	$924.00	304.00	$3,192.00	345.45	
290	Barricades	16.00	LF	$ 21.00	$336.00			16	$336.00	16.00	$336.00	100.00	
300	Traffic Drums	40.00	EA	$ 47.25	$1,890.00			40	$1,890.00	40.00	$1,890.00	100.00	
310	Vertical Panels	35.00	EA	$ 68.25	$2,388.75			35	$2,388.75	35.00	$2,388.75	100.00	
320	Furn. & Instl. Prost. Conc. Barr.	900.00	LF	$ 34.55	$31,095.00			832	$28,745.60	832.00	$28,745.60	92.44	
330	Relocate Prost. Conc. Barr.	900.00	LF	$ 8.51	$7,659.00			832	$7,080.32	832.00	$7,080.32	92.44	
340	Temp. Impact Atten. Barr.	8.00	EA	$ 7,350.00	$58,800.00			4	$29,400.00	4.00	$29,400.00	50.00	
350	Temp. Impact Atten. Barr. (Repair)	8.00	EA	$ 1,050.00	$8,400.00			5	$5,250.00	5.00	$5,250.00	62.50	
360	Construction Pavement Markings	2,850.00	LF	$ 1.58	$4,503.00			2816	$4,449.28	2,816.00	$4,449.28	98.81	
370	Construction Pavement Markings (Words, Arrows)	4.00	EA	$ 787.50	$3,150.00			4	$3,150.00	4.00	$3,150.00	100.00	
380	Removal of Permanent Pavement Markings	4,025.00	LF	$ 1.58	$6,359.50			3115	$4,921.70	3,115.00	$4,921.70	77.39	
390	Removal of Construction Pavement Markings	2,850.00	LF	$ 3.94	$11,229.00			0		0.00	$0.00	0.00	
400	Removal of Constr. Pvmt Mrkgs (Words, Arrows)	4.00	EA	$ 105.00	$420.00			0		0.00	$0.00	0.00	
410	18" RES Reinforced Concrete Pipe Clvt.	1.00	EA	$ 530.00	$530.00			1	$530.00	1.00	$530.00	100.00	
420	18" Reinforced Concrete Pipe, Class V	11.00	LF	$ 48.31	$531.41			9	$434.79	9.00	$434.79	81.82	
430	19"x30" Reinforced Concrete Ellip. Pipe, Class IV	307.00	LF	$ 87.14	$26,751.98			307	$26,751.98	307.00	$26,751.98	100.00	
440	24"x38" Reinforced Concrete Ellip. Pipe, Class IV	358.00	LF	$ 102.07	$36,541.06			358	$36,541.06	358.00	$36,541.06	100.00	
450	29"x45" Reinforced Concrete Ellip. Pipe, Class IV	259.00	LF	$ 128.54	$33,291.86			259	$33,291.86	259.00	$33,291.86	100.00	

		CURRENT CONTRACT				TOTAL THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE			
Item No	Description	Quantity	Units	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	%	Fund/Acct
460	34"x54" Reinforced Concrete Ellip. Pipe, Class IV	200.00	LF	$ 179.71	$35,942.00			200	$35,942.00	200.00	$35,942.00	100.00	
470	Select Pipe Bedding	50.00	CY	$ 53.16	$2,658.00			0		0.00	$0.00	0.00	
480	Type M/O Inlet (6'x6')	5.00	EA	$ 4,960.00	$24,800.00			5	$24,800.00	5.00	$24,800.00	100.00	
490	Junction Box-Type E	5.00	EA	$ 4,525.00	$22,625.00			5	$22,625.00	5.00	$22,625.00	100.00	
500	Combination Inlet, 4'x5'	1.00	EA	$ 6,150.00	$6,150.00			1	$6,150.00	1.00	$6,150.00	100.00	
510	Combination Inlet, 4'x6'	1.00	EA	$ 6,775.00	$6,775.00			1	$6,775.00	1.00	$6,775.00	100.00	
520	Lime	0.38	TON	$ 278.00	$105.64			0		0.00	$0.00	0.00	
530	Seeding	0.19	ACRE	$ 3,660.00	$695.40			0.19	$695.40	0.19	$695.40	100.00	
540	Mulch Cover	0.38	ACRE	$ 3,660.00	$1,390.80			0.19	$695.40	0.19	$695.40	50.00	
550	Water	25.26	M.GAL	$ 10.50	$265.23			0		0.00	$0.00	0.00	
560	Temporary Seeding	0.19	ACRE	$ 3,142.00	$596.98			0		0.00	$0.00	0.00	
570	Wattle (20")	635.00	LF	$ 8.81	$5,594.35			140	$1,233.40	140.00	$1,233.40	22.05	
580	Sand Bag Ditch Checks	110.00	BAG	$ 9.75	$1,072.50			250	$2,437.50	250.00	$2,437.50	227.27	
590	Rock Ditch Checks	3.00	CY	$ 164.00	$492.00			0		0.00	$0.00	0.00	
600	Silt Fence	635.00	LF	$ 4.11	$2,609.85			518	$2,128.98	518.00	$2,128.98	81.57	
610	Sediment Removal and Disposal	5.20	CY	$ 102.00	$530.40			0		0.00	$0.00	0.00	
620	Second Seeding Application	0.19	ACRE	$ 1,575.00	$299.25			0		0.00	$0.00	0.00	
630	Solid Sodding	476.00	SY	$ 4.34	$2,065.84			450	$1,953.00	450.00	$1,953.00	94.54	
640	Inlet Protection	13.00	EA	$ 280.54	$3,647.02			0		0.00	$0.00	0.00	
650	Concrete Sidewalk	326.00	SY	$ 56.21	$18,324.46			326	$18,324.46	326.00	$18,324.46	100.00	
660	Concrete Curb and Gutter	1,090.00	LF	$ 15.59	$16,993.10			1077	$16,790.43	1,077.00	$16,790.43	98.81	
670	Modify Drop Inlet Tops	2.00	EA	$ 2,665.00	$5,330.00			2	$5,330.00	2.00	$5,330.00	100.00	
680	Wheelchair Ramps (Type 1)	30.00	SY	$ 79.00	$2,370.00			30	$2,370.00	30.00	$2,370.00	100.00	
690	Wheelchair Ramps (Type 2)	29.00	SY	$ 91.00	$2,639.00			29	$2,639.00	29.00	$2,639.00	100.00	
700	Wheelchair Ramps (Type 3)	8.00	SY	$ 104.00	$832.00			8	$832.00	8.00	$832.00	100.00	
710	Wheelchair Ramps (Type 6)	19.00	SY	$ 88.00	$1,672.00			19	$1,672.00	19.00	$1,672.00	100.00	
720	Central Control Unit	1.00	EA	$ 4,305.00	$4,305.00			1	$4,305.00	1.00	$4,305.00	100.00	
730	Pole Mounted Assembly	8.00	EA	$ 950.25	$7,602.00			8	$7,602.00	8.00	$7,602.00	100.00	
740	Infrared Programming Device	1.00	EA	$ 645.75	$645.75			1	$645.75	1.00	$645.75	100.00	
750	Pedestrian Signal Head Relocation	1.00	EA	$ 420.00	$420.00			1	$420.00	1.00	$420.00	100.00	
760	Traffic Signal Cable (5C/14 A.W.G.)	300.00	LF	$ 2.63	$789.00			300	$789.00	300.00	$789.00	100.00	
770	Elec. Conductors-In-Conduit (1C/8 A.W.G., E.G.C.)	90.00	LF	$ 2.52	$226.80			90	$226.80	90.00	$226.80	100.00	
780	Non-Metallic Conduit (2")	40.00	LF	$ 21.00	$840.00			40	$840.00	40.00	$840.00	100.00	
790	Concrete Pull Box (Type 1 HD)	1.00	EA	$ 960.75	$960.75			1	$960.75	1.00	$960.75	100.00	
800	Traffic Signal Pedestal Pole With Foundation	1.00	EA	$ 3,675.00	$3,675.00			1	$3,675.00	1.00	$3,675.00	100.00	
810	Traffic Signal Controller (Modification)	1.00	EA	$ 1,260.00	$1,260.00			1	$1,260.00	1.00	$1,260.00	100.00	
820	Thermo Pavement Marking White (4")	245.00	LF	$ 1.05	$257.25			793	$832.65	793.00	$832.65	323.67	
830	Thermo Pvmt Marking White (Skip Line) (4")	1,020.00	LF	$ 1.05	$1,071.00			997	$1,046.85	997.00	$1,046.85	97.75	
840	Thermoplastic Pavement Marking Yellow (4")	2,575.00	LF	$ 1.05	$2,703.75			6812	$7,152.60	6,812.00	$7,152.60	264.54	
850	Thermo Pavement Marking Yellow (Skip Line) (4")	1,370.00	LF	$ 1.05	$1,438.50			4560	$4,788.00	4,560.00	$4,788.00	332.85	
860	Thermo Pavement Marking Yellow (8")	57.00	LF	$ 2.63	$149.91			143	$376.09	143.00	$376.09	250.88	
870	Thermo Pavement Marking Arrows	12.00	EA	$ 420.00	$5,040.00			31	$13,020.00	31.00	$13,020.00	258.33	
880	Thermo Pavement Marking Words	1.00	EA	$ 420.00	$420.00			5	$2,100.00	5.00	$2,100.00	500.00	
890	Thermo Pavement Marking White (12")	884.00	LF	$ 5.25	$4,641.00			1054	$5,533.50	1,054.00	$5,533.50	119.23	
900	Thermo Pavement Marking White (24")	49.00	LF	$ 12.60	$617.40			174	$2,192.40	174.00	$2,192.40	355.10	
910	Raised Pavement Markers (Type II)	18.00	EA	$ 21.00	$378.00			105	$2,205.00	105.00	$2,205.00	583.33	
920	Standard Sign	11.25	SF	$ 21.00	$236.25	32.75	$687.75	0		32.75	$687.75	291.11	
930	Channel Post Sign Support (Type U- 1)	1.00	EA	$ 105.00	$105.00	5.00	$525.00	0		5.00	$525.00	500.00	
940	Contingency Allowance	1.00	LS	$ 100,000.00	$100,000.00			0		0.00	$0.00	0.00	
	TOTALS				$1,013,923.24		$3,480.75		$1,005,874.52		$1,009,355.27	99.55	

OWNER'S PROJECT NUMBER: ArDOT 090473
PERIODIC PAY ESTIMATE NUMBER: 13 & Final
APPLICATION PERIOD ENDING: December 15, 2020
APPLICATION DATE: December 15, 2020
PERCENT COMPLETE: 99.77

PERIODIC PAY ESTIMATE FOR:
SCHEDULE B - WATERLINE CONSTRUCTION
HWY 102/SW "I" St

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
		CURRENT CONTRACT				TOTAL THIS PERIOD		PREVIOUS TOTAL		TOTAL TO DATE		
Item No	Description	Quantity	Units	Unit Cost	Total Cost	Quantity	Total Cost	Quantity	Total Cost	Quantity	Total Cost	%
	SCHEDULE B - WATERLINE											
950	Trenching and Excavation Safety Systems	1.00	LS	$ 5,775.00	$5,775.00			1	$5,775.00	1.00	$5,775.00	100.00
960	6-Inch or Smaller Waterline (C900 DR14 PVC)	15.00	LF	$ 220.50	$3,307.50			17	$3,748.50	17.00	$3,748.50	113.33
970	8-Inch or Smaller Waterline (C900 DR14 PVC)	123.00	LF	$ 278.25	$34,224.75			123	$34,224.75	123.00	$34,224.75	100.00
980	Ductile Iron Fittings	570.00	LB	$ 5.78	$3,294.60			792	$4,577.76	792.00	$4,577.76	138.95
990	Tapping Sleeve and Valve (8"x8")	3.00	EA	$ 7,344.75	$22,034.25			3	$22,034.25	3.00	$22,034.25	100.00
1000	Tapping Sleeve and PIV (24"x6")	1.00	EA	$ 10,384.50	$10,384.50			0.1318224	$1,368.91	0.13	$1,368.91	13.18
1010	Tapping Sleeve and Valve (24"x8")	4.00	EA	$ 9,502.50	$38,010.00			4	$38,010.00	4.00	$38,010.00	100.00
1020	6-Inch Gate Valve	1.00	EA	$ 1,737.75	$1,737.75			1	$1,737.75	1.00	$1,737.75	100.00
1030	8-Inch MJ Plug w/Thrust Blocking	1.00	EA	$ 2,824.50	$2,824.50			1	$2,824.50	1.00	$2,824.50	100.00
1040	Relocate Fire Hydrant Assembly	1.00	EA	$ 6,562.50	$6,562.50			1	$6,562.50	1.00	$6,562.50	100.00
1050	8" Cut, Cap With Ibeam & Abandon Existing Waterline	4.00	EA	$ 4,830.00	$19,320.00			2	$9,660.00	2.00	$9,660.00	50.00
1060	Reconnect 2" Water Meter Relocated by Owner	1.00	EA	$ 2,100.00	$2,100.00			1	$2,100.00	1.00	$2,100.00	100.00
1070	Relocate & Reconnect Water Meter (Less Than 2" Dia.)	3.00	EA	$ 2,126.25	$6,378.75			3	$6,378.75	3.00	$6,378.75	100.00
1080	Water Service Line (Less than 2" Dia.)	140.00	LF	$ 71.40	$9,996.00			140	$9,996.00	140.00	$9,996.00	100.00
1090	Water Service Line (2" Dia. Or Larger)	50.00	LF	$ 81.90	$4,095.00			50	$4,095.00	50.00	$4,095.00	100.00
1100	Asphalt Pavement Repair (As Directed By Engineer)	15.00	SY	$ 102.00	$1,530.00			75.5	$7,701.00	75.50	$7,701.00	503.33
1110	CC & Gutter Repair (As Directed By Engineer)	50.00	LF	$ 73.00	$3,650.00			72	$5,256.00	72.00	$5,256.00	144.00
1120	Contingency Allowance	1.00	LS	$ 20,000.00	$20,000.00				$12,174.75	0.00	$12,174.75	0.61
1130	Waterline Change Order	1.00	LS	$ 16,556.00	$16,556.00	1	$16,556.00			1.00	$16,556.00	100.00
	TOTALS				$195,225.10		$16,556.00		$178,225.42		$194,781.42	99.77
						$443.68						

Stored Material Summary

Contractor's Application

	Application Period Ending:	December 15, 2020			Project #:	ArDOT 090473			
	Application Date:	December 15, 2020			Pay Estimate Number	13 & Final			
A	B	C	D		E		F		G
Invoice No.	Bid Line Item	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Date (Mo./Yr.)	Amount ($)	Amount ($)	Subtotal (D+E)	Date (Mo./Yr.)	Amount ($)	
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CHANGE ORDER SUMMARY FOR PROJECT NUMBER:			ArDOT 090473										
				Original Contract		Current Contract Values			Proposed Changes			New Contract Values	
CO #	Item #	Description	Acct Code	Quantity	Unit	Quantity	Unit Cost	Extension	Quantity	Unit Cost	Extension	Quantity	Total Cost
1	1150	Tapping Sleee & Valve (6"x6") (paid through Contingency item)		0.00	EA	0.00	$0.00	$0.00	1.00	$7,344.75	$7,344.75	1.00	$7,344.75
1	1160	6" Cut, Cap with I-Beam (paid through Contingency item)		0.00	EA	0.00	$0.00	$0.00	1.00	$4,830.00	$4,830.00	1.00	$4,830.00
2	170	Tack Coat		1,104.39	TON	1,104.39	$3.56	$3,931.63	1,577.00	$3.56	$5,614.12	2,681.39	$9,545.75
2	210	A.B. (PG70-22) ACHM Surf (1/2")		37.82	TON	37.82	$120.00	$4,538.40	57.00	$120.00	$6,840.00	94.82	$11,378.40
2	220	M.A. in ACHM Surf (1/2")		637.53	TON	637.53	$82.25	$52,436.84	963.00	$82.25	$79,206.75	1,600.53	$131,643.59
2	240	Cold Milling Asphalt Pavement		4,731.27	SY	4,731.27	$3.56	$16,843.32	9,144.00	$3.56	$32,552.64	13,875.27	$49,395.96
2	265	Mobilization (Change Order #2)		0.00	LS	0.00	$0.00	$0.00	1.00	$6,990.00	$6,990.00	1.00	$6,990.00
2	275	Maintenance of Traffic (Change Order #2)		0.00	LS	0.00	$0.00	$0.00	1.00	$12,750.00	$12,750.00	1.00	$12,750.00
2	280	Signs		88.00	SF	88.00	$10.50	$924.00	216.00	$10.50	$2,268.00	304.00	$3,192.00
2	820	Thermoplastic Pvmt Markings White (4")		245.00	LF	245.00	$1.05	$257.25	521.00	$1.05	$547.05	766.00	$804.30
2	840	Thermoplastic Pvmt Markings Yellow (4")		2,575.00	LF	2,575.00	$1.05	$2,703.75	4,255.00	$1.05	$4,467.75	6,830.00	$7,171.50
2	850	Thermoplastic Pvmt Markings Yellow (4")(Skip Line)		1,370.00	LF	1,370.00	$1.05	$1,438.50	3,420.00	$1.05	$3,591.00	4,790.00	$5,029.50
2	870	Thermoplastic Pvmt Markings (Arrows)		12.00	EA	12.00	$420.00	$5,040.00	20.00	$420.00	$8,400.00	32.00	$13,440.00
2	880	Thermoplastic Pvmt Markings (Words)		1.00	EA	1.00	$420.00	$420.00	5.00	$420.00	$2,100.00	6.00	$2,520.00
2	890	Thermoplastic Pvmt Markings White (12")		884.00	LF	884.00	$5.25	$4,641.00	198.00	$5.25	$1,039.50	1,082.00	$5,680.50
2	900	Thermoplastic Pvmt Markings White (24")		49.00	LF	49.00	$12.60	$617.40	287.00	$12.60	$3,616.20	336.00	$4,233.60
3	1130	Waterline Change Order		0.00	LS	0.00	$0.00	$0.00	1.00	$16,556.00	$16,556.00	1.00	$16,556.00
4		**Reconciliation Change Order**											
4	125	Undercut and Backfill		600.00	CY	600.00	$48.70	$29,220.00	88.01	$48.70	$4,286.09	688.01	$33,506.09
4	130	Soil Stabilization (Plan Quantity)		50.00	TON	50.00	$260.00	$13,000.00	(50.00)	$260.00	($13,000.00)	0.00	$0.00
4	170	Tack Coat		1,104.39	GAL	2,681.39	$3.56	$9,545.75	(1,906.39)	$3.56	($6,786.75)	775.00	$2,759.00
4	180	A.B. (PG70-22) ACHM Binder (1")		8.94	TON	8.94	$120.00	$1,072.80	0.62	$120.00	$74.40	9.56	$1,147.20
4	190	M.A. in ACHM Binder (1")		181.18	TON	181.18	$84.10	$15,237.24	17.10	$84.10	$1,438.11	198.28	$16,675.35
4	200	Asphalt Driveways (3" ACHM Binder Course)		16.12	TON	16.13	$155.00	$2,500.15	(5.07)	$155.00	($785.85)	11.06	$1,714.30
4	210	A.B. (PG70-22) ACHM Surf (1/2")		37.82	TON	94.82	$120.00	$11,378.40	0.42	$120.00	$50.40	95.24	$11,428.80
4	220	M.A. in ACHM Surf (1/2")		637.53	TON	1,600.53	$82.25	$131,643.59	68.00	$82.25	$5,593.00	1,668.53	$137,236.59
4	230	Asphalt Driveways (2" ACHM Surface Course)		10.75	TON	10.75	$138.00	$1,483.50	(3.59)	$138.00	($495.42)	7.16	$988.08
4	240	Cold Milling Asphalt Pavement		4,731.27	SY	13,875.27	$3.56	$49,395.96	(0.27)	$3.56	($0.96)	13,875.00	$49,395.00
4	250	Concrete Driveways		212.02	SY	212.02	$50.60	$10,728.21	(54.68)	$50.60	($2,766.81)	157.34	$7,961.40
4	320	Furn. & Instl. Prcst. Conc. Barr.		900.00	34.55	900.00	$34.55	$31,095.00	(68.00)	$34.55	($2,349.40)	832.00	$28,745.60
4	330	Relocate Prcst. Conc. Barr.		900.00	8.51	900.00	$8.51	$7,659.00	(68.00)	$8.51	($578.68)	832.00	$7,080.32
4	340	Temp. Impact Atten. Barr.		8.00	7350	8.00	$7,350.00	$58,800.00	(4.00)	$7,350.00	($29,400.00)	4.00	$29,400.00
4	350	Temp. Impact Atten. Barr. (Repair)		8.00	1050	8.00	$1,050.00	$8,400.00	(3.00)	$1,050.00	($3,150.00)	5.00	$5,250.00
4	360	Construction Pavement Markings		2,850.00	1.58	2,850.00	$1.58	$4,503.00	(34.00)	$1.58	($53.72)	2,816.00	$4,449.28
4	380	Removal of Permanent Pavement Markings		4,025.00	LF	4,025.00	$1.58	$6,359.50	(910.00)	$1.58	($1,437.80)	3,115.00	$4,921.70
4	390	Removal of Construction Pavement Markings		2,850.00	LF	2,850.00	$3.94	$11,229.00	(2,850.00)	$3.94	($11,229.00)	0.00	$0.00
4	400	Removal of Constr. Pvmt Mrkgs (Words, Arrows)		4.00	EA	4.00	$105.00	$420.00	(4.00)	$105.00	($420.00)	0.00	$0.00
4	420	18" Reinforced Concrete Pipe, Class IV		11.00	LF	11.00	$48.31	$531.41	(2.00)	$48.31	($96.62)	9.00	$434.79
4	470	Select Pipe Bedding		50.00	CY	50.00	$53.16	$2,658.00	(50.00)	$53.16	($2,658.00)	0.00	$0.00
4	520	Lime		0.38	TON	0.38	$278.00	$105.64	(0.38)	$278.00	($105.64)	0.00	$0.00
4	540	Mulch Cover		0.38	ACRE	0.38	$3,660.00	$1,390.80	(0.19)	$3,660.00	($695.40)	0.19	$695.40
4	550	Water		25.26	M.GAL	25.26	$10.50	$265.23	(25.26)	$10.50	($265.23)	0.00	$0.00
4	560	Temporary Seeding		0.19	ACRE	0.19	$3,142.00	$596.98	(0.19)	$3,142.00	($596.98)	0.00	$0.00
4	570	Wattle (20")		635.00	LF	635.00	$8.81	$5,594.35	(495.00)	$8.81	($4,360.95)	140.00	$1,233.40
4	580	Sand Bag Ditch Checks		110.00	BAG	110.00	$9.75	$1,072.50	140.00	$9.75	$1,365.00	250.00	$2,437.50
4	590	Rock Ditch Checks		3.00	CY	3.00	$164.00	$492.00	(3.00)	$164.00	($492.00)	0.00	$0.00

4	600	Silt Fence		635.00	LF	635.00	$4.11	$2,609.85	(117.00)	$4.11	($480.87)	518.00	$2,128.98
4	610	Sediment Removal and Disposal		5.20	CY	5.20	$102.00	$530.40	(5.20)	$102.00	($530.40)	0.00	$0.00
4	620	Second Seeding Application		0.19	ACRE	0.19	$1,575.00	$299.25	(0.19)	$1,575.00	($299.25)	0.00	$0.00
4	630	Solid Sodding		476.00	SY	476.00	$4.34	$2,065.84	(26.00)	$4.34	($112.84)	450.00	$1,953.00
4	640	Inlet Protection		13.00	EA	13.00	$280.54	$3,647.02	(13.00)	$280.54	($3,647.02)	0.00	$0.00
4	660	Concrete Curb and Gutter		1,090.00	LF	1,090.00	$15.59	$16,993.10	(13.00)	$15.59	($202.67)	1,077.00	$16,790.43
4	820	Thermo Pavement Marking White (4")		245.00	LF	766.00	$1.05	$804.30	27.00	$1.05	$28.35	793.00	$832.65
4	830	Thermo Pvmt Marking White (Skip Line) (4")		1,020.00	LF	1,020.00	$1.05	$1,071.00	(23.00)	$1.05	($24.15)	997.00	$1,046.85
4	840	Thermoplastic Pavement Marking Yellow (4")		2,575.00	LF	6,830.00	$1.05	$7,171.50	(18.00)	$1.05	($18.90)	6,812.00	$7,152.60
4	850	Thermo Pavement Marking Yellow (Skip Line) (4")		1,370.00	LF	4,790.00	$1.05	$5,029.50	(230.00)	$1.05	($241.50)	4,560.00	$4,788.00
4	860	Thermo Pavement Marking Yellow (8")		57.00	LF	57.00	$2.63	$149.91	86.00	$2.63	$226.18	143.00	$376.09
4	870	Thermo Pavement Marking Arrows		12.00	EA	32.00	$420.00	$13,440.00	(1.00)	$420.00	($420.00)	31.00	$13,020.00
4	880	Thermo Pavement Marking Words		1.00	EA	6.00	$420.00	$2,520.00	(1.00)	$420.00	($420.00)	5.00	$2,100.00
4	890	Thermo Pavement Marking White (12")		884.00	LF	1,082.00	$5.25	$5,680.50	(28.00)	$5.25	($147.00)	1,054.00	$5,533.50
4	900	Thermo Pavement Marking White (24")		49.00	LF	336.00	$12.60	$4,233.60	(162.00)	$12.60	($2,041.20)	174.00	$2,192.40
4	910	Raised Pavement Markers (Type II)		18.00	EA	18.00	$21.00	$378.00	87.00	$21.00	$1,827.00	105.00	$2,205.00
4	920	Standard Sign		11.25	SF	11.25	$21.00	$236.25	21.50	$21.00	451.5	32.75	$687.75
4	930	Channel Post Sign Support (Type U- 1)		1.00	EA	1.00	$105.00	$105.00	4.00	$105.00	$420.00	5.00	$525.00
4	940	Contingency Allowance		1.00	LS	1.00	$100,000.00	$100,000.00	(1.00)	$100,000.00	($100,000.00)	0.00	$0.00
4	960	6-Inch or Smaller Waterline (C900 DR14 PVC)		15.00	LF	15.00	$220.50	$3,307.50	2.00	$220.50	$441.00	17.00	$3,748.50
4	980	Ductile Iron Fittings		570.00	LB	570.00	$5.78	$3,294.60	222.00	$5.78	$1,283.16	792.00	$4,577.76
4	1000	Tapping Sleeve and PIV (24"x6")		1.00	EA	1.00	$10,384.50	$10,384.50	(0.8681776)	$10,384.50	($9,015.59)	0.13	$1,368.91
4	1050	8" Cut, Cap With Ibeam & Abandon Existing Waterline		4.00	EA	4.00	$4,830.00	$19,320.00	(2.00)	$4,830.00	($9,660.00)	2.00	$9,660.00
4	1100	Asphalt Pavement Repair (As Directed By Engineer)		15.00	SY	15.00	$102.00	$1,530.00	60.50	$102.00	$6,171.00	75.50	$7,701.00
4	1110	CC & Gutter Repair (As Directed By Engineer)		50.00	LF	50.00	$73.00	$3,650.00	22.00	$73.00	$1,606.00	72.00	$5,256.00
4	1120	Contingency Allowance (Change Order #1)		1.00	LS	1.00	$20,000.00	$20,000.00	(0.3912625)	$20,000.00	($7,825.25)	0.61	$12,174.75

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Airport**
Submitted by	**Chuck Chadwick**
Phone	**(479) 271-3168**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☑ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution approving Work Order Number Eleven (11) in the amount of $41,500.00 with Garver, LLC, for the engineering design and bidding of Hangar Apron, Taxi Lane and Utility Infrastructure Improvements Corridor Number Two on the West Side of the Bentonville Municipal Airport. It is anticipated that the cost of this work order will be reimbursed to the City from proceeds of a grant or grants from the Arkansas Division of Aeronautics (ADA).

Estimated Cost	**$41,500.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*:**

This will require a Budget Adjustment from General Fund.

Memo

To: City Council, Mayor Orman

From: Chuck Chadwick, Airport Manager

CC:

Date: February 17, 2021

Re: Work Order Number 11 Garver, LLC

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a work order number eleven (11) with Garver, LLC in the total amount of $41,500.00. The first project covered under the work order is for the design and bidding of Apron Pavement Area and Taxi Lane on the west side of the Bentonville Municipal Airport. The second project within that work order is for the design and bidding for Utility Corridor Number 2 on the west side of the Bentonville Municipal Airport.

The engineering fees for the design and bidding of the apron and taxi lane construction is in the amount of $27,000.00. The engineering fees for the design and bidding of the utility infrastructure improvements is $14,500.00. These projects together total $41,500.00.

It is anticipated that the City will be reimbursed for the cost of these engineering fees through a grant or grants from the Arkansas Division of Aeronautics (ADA). The design and bidding of the projects are prerequisites to applying for the grant with the ADA.

At present, we have three anticipated tenants ready to sign long term land leases with the City for property on the airport, whereby the tenants will build hangars on their respective areas. The anticipated tenants are willing to share out of pocket funds not otherwise covered from the grants the City may obtain from the ADA. The apron, taxi lane and utility infrastructure improvements are all necessary to continue the growth and development of the west side of the airport. It is anticipated that additional tenants will enter into long term land leases with the City for property on the airport once the apron, taxi lane and utility infrastructure improvements are started.

Staff has reviewed these projects and recommends approval of this resolution. The Airport Advisory Board has reviewed these projects and recommends that the City approve the Work Order so the City may move forward in a timely manner.

WORK ORDER NO. 11
City of Bentonville
VBT Hangar Development
Design and Bidding Services
Garver Project No. 21A13192

This WORK ORDER ("Work Order") is made by and between the **City of Bentonville** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 28, 2016 (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport (VBT):

> Construct a new hangar development area consisting of new taxilane and apron pavement construction and utility infrastructure improvements on the west side of the airfield.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:
- 1.1.1 See Exhibit A-11, attached.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:
- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.
- 1.2.6 Pay all plan review and advertising costs in connection with the project.
- 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum basis.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	$4,700	LUMP SUM
Geotechnical Services	$8,500	LUMP SUM
Design Services	$24,200	LUMP SUM
Bidding Services	$4,100	LUMP SUM
TOTAL FEE	**$41,500**	

The lump sum amount to be paid under this Work Order is **$41,500**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2021.

The Owner will pay Garver on a monthly basis, based upon statements submitted by Garver to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by Garver prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in SECTION 1 – SCOPE OF SERVICES but requested by the Owner in writing, the Owner will pay Garver, for time spent on the project, an amount to be negotiated between the Owner and Garver under a separate work order.

SECTION 3 – EXHIBITS

3.1 The following Appendices are attached to and made a part of this Work Order:
- 3.1.1 Exhibit A-11 - Scope of Services
- 3.1.2 Exhibit B-11 – Manhour Tables
- 3.1.3 Exhibit C-11 – Project Exhibit

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to being performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Michael J. Griffin *Printed Name*
Title: _____	Title: Senior Vice President
Date: _____	Date: 2/9/2021
Attest: _____	

EXHIBIT A-11
(SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Hangar Development area at Bentonville Municipal Airport. Improvements will consist primarily of taxilane and apron pavement construction and utility infrastructure improvements as shown in Exhibit C. More specifically, this Scope of Services includes the following professional engineering and surveying services:

- Surveying Services
- Geotechnical Services
- Design Services
  - 80% Preliminary Design
  - 100% Issued for Bid
- Bidding Services

A.1 Surveying Services

A.1.1 Design Surveys

Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.

Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.

Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

A.1.2 Easement Development

Garver will develop easement documents for the following utilities:

- Water
- Sewer
- Natural Gas
- Electric

Garver will coordinate easement size requirements with the franchise utilities above for easement preparation. Garver will research property records and develop a legal description for the proposed easement. If necessary, Garver will also develop an exhibit showing the easement boundary. Easement form will be provided by the Owner or franchise utility.

A.2 Geotechnical Services

Grubbs, Hoskyn, Barton & Wyatt, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.

Approximately three (3) borings will be taken around the proposed project site. Borings will be at a depth sufficient to determine the material properties of the natural subgrade, but shall be at least 10 feet deep. In addition, two (2) test pits will be excavated in the proposed project site to collect bulk samples. All borings and test pits will be coordinated with the Owner prior to any work being performed. Geotechnical services will be completed during normal working hours. Subconsultant will provide recommendations for site grading, subgrade recommendations, and building foundations.

A.3 Design Services

A.3.1 General

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions.

A.3.2 Owner / Agency Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

A.3.3 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

A.3.4 Environmental Coordination

Garver will develop a Small Site Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details.

Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0.

A.3.5 Airspace Analysis

Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

A.3.6 Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

A.3.7 Existing Conditions Review

A.3.7.1 Record Document Review

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

A.3.7.2 Site Visits

Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

A.3.8 Drainage Study

Garver will develop hydrologic and hydraulic models of the airfield drainage system within the project limits for the 1, 2, 5, 10, 25, 50, and 100 year storms. Autodesk Storm and Sanitary Analysis will be utilized to complete interconnected pond analysis for all drainage areas. Modeling methodology and parameters will be selected in accordance with standard engineering practice and Owner standards. Modeling parameters, such as areas, slopes, drainage paths, distances, etc. will be obtained from surveys, planimetric contour maps and aerial photos and verified by field investigation.

A pre-development model will be developed to include drainage infrastructure that is known to be functional. Damaged or non-functional drainage infrastructure will not be included in the pre-development model. Garver will also develop a post-development model to manage runoff from the project site. The post-development model may include the expansion of the existing detention areas as well as potential onsite mitigation options.

Garver will develop a drainage analysis report which will be submitted to the City of Bentonville for review. The drainage analysis report will include the following:

- Pre-development Drainage Methodology and Results
  Post-development Drainage Methodology and Results

A.3.9 Pavement Design

Garver will develop a fleet mix for the proposed project based on coordination with the Owner on the type of aircraft expected to use the hangar area. Garver will use FAARFIELD and life cycle cost analysis methods to develop a recommendation for the most economical pavement design. Based on this analysis and discussions with the Owner, a pavement design for the project will be chosen.

A.3.10 Geometric Design

Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards. The following design criteria will be used for airfield design:

- Airplane Design Group (ADG) – II
- Aircraft Approach Category (AAC) – B
- Taxiway Design Group (TDG) – 2
- Critical Aircraft – TBD

A.3.11 Modeling

Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each taxilane alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

A.3.12 Grading and Drainage

Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

A.3.13 Airfield Electrical

A.3.13.1 Airfield Lighting and Signage

Garver will provide electrical engineering services to design the lighting modifications on the project including but not limited to the following: taxiway edge lighting modifications at the proposed taxilane tie-in to Taxiway A.

A.3.14 Utility Design and Coordination

It is expected that the following utilities will require relocation / modification as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility relocation design. In addition to the utilities listed below, Garver will also design infrastructure for future utility extensions.

- Water
- Sewer
- Natural Gas
- Electric

Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

A.3.15 Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	80% Preliminary	100% Issued for Bid
Cover Sheet	X	X
Sheet Index	X	X
General Notes	X	X
Project Layout Plan	X	X
Survey Control Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Erosion Control Plans	X	X
Erosion Control Details	X	X
Drainage Plans	X	X
Drainage Details	X	X
Utility Plans	X	X
Utility Details	X	X
Typical Sections	X	X
Paving Plans	X	X
Paving Details	X	X
Grading Plans	X	X
Grading Details	X	X
Pavement Marking Plans	X	X
Pavement Marking Details	X	X
Electrical Notes	X	X
Lighting Removal Plans	X	X
Lighting Installation Plans	X	X
Lighting Details	X	X
Cross Sections	X	X

A.3.16 Specifications and Contract Documents

A.3.16.1 Technical Specifications

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

A.3.16.2 Construction Contract Documents

Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

A.3.17 Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

A.3.18 Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

A.3.18.1 Conceptual Planning Meeting

Garver will attend a conceptual meeting with the City's planning department to review the project scope and project schedule.

A.3.18.2 80% Preliminary Design

Garver will develop 90% preliminary design plans and submit these to the City of Bentonville for review. Garver will attend a Pre-Application meeting with the City to review the project plans. Garver will then coordinate the submission of the preliminary plans for official City review through Public Infrastructure Improvements Projects (PIIP).

At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

A.3.18.3 100% Issued for Bid (IFB)

Garver will incorporate any City of Bentonville comments through the Public Infrastructure Improvements Projects (PIIP) review process and develop 100% IFB plans and specifications and furnish these to the Owner.

A.4 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will

consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner and Contractor.

A.5 Construction Administration Services

To be added through future work order.

A.6 On-Site Resident Project Representative Services

To be added through future work order.

A.7 Materials Testing Services

To be added through future work order.

A.8 Project Closeout Services

To be added through future work order.

A.9 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. 80% Preliminary Design Plans and Specifications to the Owner.
2. 100% Issued for Bid Plans and Specifications to the Owner.
3. Issued for Construction Plans and Specifications to the Owner and Contractor.
    a. Three hard copies to the Contractor
4. Approved submittals to the Contractor.
5. Record Plans and Specifications to the Owner.
    a. One hard copy to the Owner.
6. Other electronic files as requested.

A.10 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Deliverables beyond those listed herein.
3. Design of any telecommunications utility relocation.
4. Engineering, architectural, or other professional services beyond those listed herein.
5. Retaining walls or other significant structural design.
6. Construction Administration Services, On-Site Construction Observation, and/or Construction Materials Testing. These services will be added to the project through future work orders.

7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Project Closeout Services. These services will be added to the project through future work orders.
10. Services after construction, such as warranty follow-up and/or operations support.

A.11 Schedule

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-11

City of Bentonville
VBT Hangar Development - Design and Bidding

SURVEYING SERVICES

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	S-5	S-4	2-Man Crew (Survey)
	$73.55	$60.29	$51.57	$42.64	$36.72	$55.59	$41.92	$63.60
	hr	hr	hr	hr	hr	hr	hr	hr
1. Topographic Survey								
Survey Coordination	1				2	1		
Survey Layout Map	1				2			
Review of Existing Control Points							1	
Topographic Surveys								12
Data Processing/Preparation					2	1	3	
Subtotal - Topographic Survey	**2**	**0**	**0**	**0**	**6**	**2**	**4**	**12**
Hours	**2**	**0**	**0**	**0**	**6**	**2**	**4**	**12**
Salary Costs	$147.10	$0.00	$0.00	$0.00	$220.32	$111.18	$167.68	$763.20

SUBTOTAL - SALARIES:		**$1,409.48**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$2,641.93**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$5.55	
Postage/Freight/Courier	$0.00	
Travel Costs	$30.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$35.55**
SUBTOTAL:		**$4,086.96**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$613.04**
TOTAL FEE:		**$4,700.00**

Exhibit B-11

City of Bentonville
VBT Hangar Development - Design and Bidding

GEOTECHNICAL SERVICES

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	T-1	X-1
	$73.55	$60.29	$51.57	$42.64	$36.72	$33.92	$26.78	$21.02
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Coordination with Geotechnical Subconsultant					2			
Review Geotechnical Report	1				4			
Subtotal - Civil Engineering	**1**	**0**	**0**	**0**	**6**	**0**	**0**	**0**
Hours	**1**	**0**	**0**	**0**	**6**	**0**	**0**	**0**
Salary Costs	$73.55	$0.00	$0.00	$0.00	$220.32	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$293.87**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$550.83**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$0.00	
Postage/Freight/Courier	$16.61	
Travel Costs	$30.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$46.61**
SUBTOTAL:		**$891.30**
SUBCONSULTANTS FEE:		**$6,500.00**
PROFESSIONAL FEE		**$1,108.70**
TOTAL FEE:		**$8,500.00**

Exhibit B-11

City of Bentonville
VBT Hangar Development - Design and Bidding

DESIGN SERVICES

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	T-1	X-1
	$73.55	$60.29	$51.57	$42.64	$36.72	$33.92	$26.78	$21.02
	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Management								
Administration and Coordination	1				2			
Quality Control Review	8				6			
Submittals to Client	1				2			
Subtotal - Project Management	**10**	**0**	**0**	**0**	**10**	**0**	**0**	**0**
2. Civil Engineering								
Development of QC Plan	1				4			
Kickoff Meeting	1				2			
Conceptual Planning Meeting					2			
Pre-Application Meeting					2			
Airport Board Meetings (2)					6			
SWPPP Development	1				1		4	
Drainage Design and Report	1				8		4	
Site Visit (2)					4			
Plans								
Cover Sheet & Index of Sheets					1		2	
Project Layout & Survey Control					1		2	
General Notes					1		1	
Construction Safety and Phasing					1		4	
Erosion Control					1		2	
Existing Conditions & Demolition					1		4	
Drainage Improvements					2		4	
Utilities					4		8	
Typical Sections					2		4	
Pavement Design					2		4	
Paving Sheets					2		6	
Grading Sheets					2		6	
Marking Sheets					1		2	
Coordination with Geotechnical Subconsultant	1				2			
Coordination with Utility Companies	1				6			
Coordination and Meetings with Owner	4				4			
Specifications/Contract Documents	2				8		4	
Opinion of Probable Construction Cost	2				4		4	
Subtotal - Civil Engineering	**14**	**0**	**0**	**0**	**74**	**0**	**65**	**0**

3. Electrical Engineering								
Coordination with Design Team				2			2	
Plans								
General Electrical Notes				1			2	
Lighting Removal & Installation Plan				2			4	
Electrical Details				1			2	
Utility Coordination				2				
Specifications/Contract Documents				2				
Subtotal - Electrical Engineering	**0**	**0**	**0**	**10**	**0**	**0**	**10**	**0**
Hours	**24**	**0**	**0**	**10**	**84**	**0**	**75**	**0**
Salary Costs	$1,765.20	$0.00	$0.00	$426.40	$3,084.48	$0.00	$2,008.50	$0.00

SUBTOTAL - SALARIES:		**$7,284.58**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$13,654.22**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$44.68	
Postage/Freight/Courier	$0.00	
Travel Costs	$60.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$104.68**
SUBTOTAL:		**$21,043.48**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$3,156.52**
TOTAL FEE:		**$24,200.00**

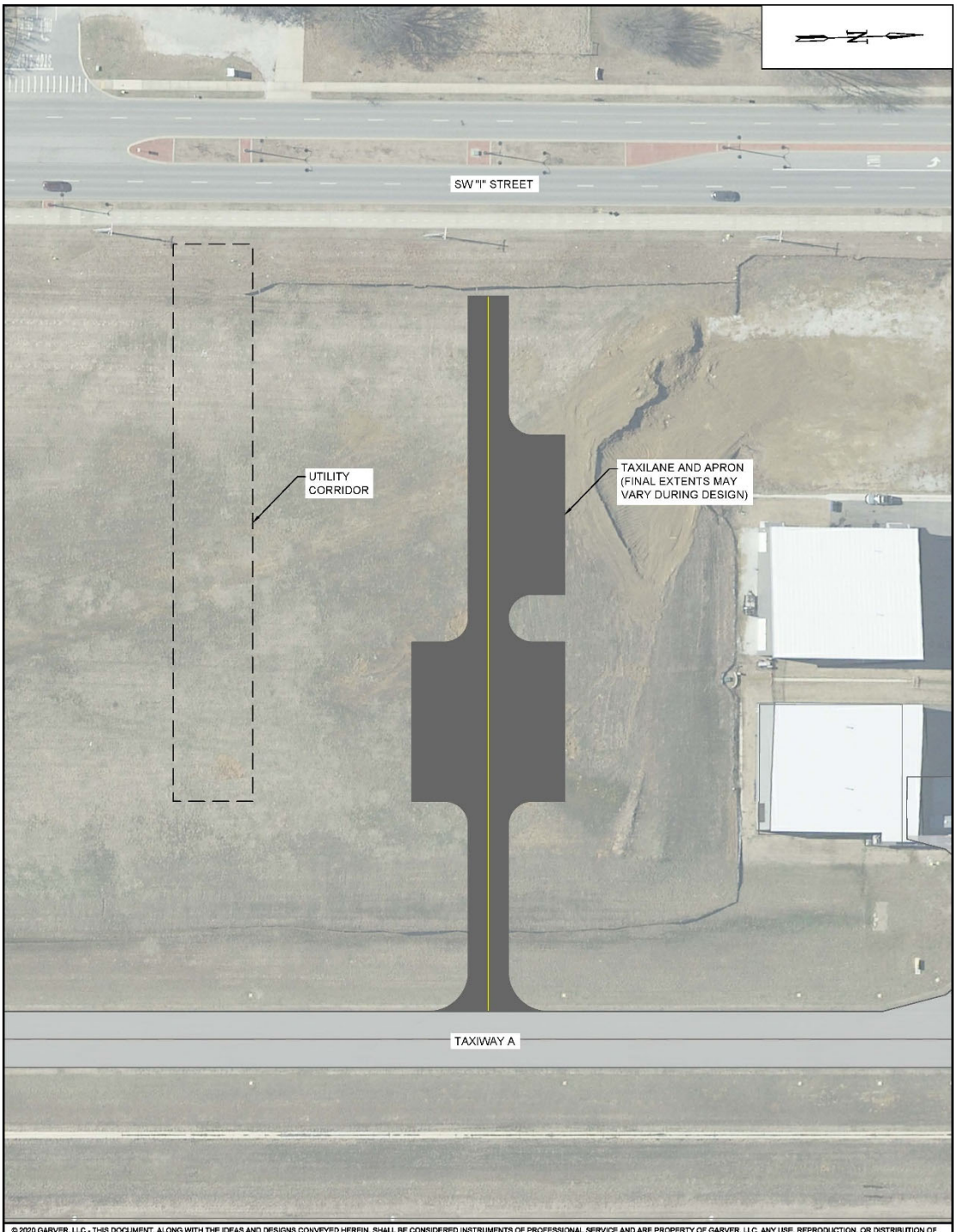
Exhibit B-11

City of Bentonville
VBT Hangar Development - Design and Bidding

BIDDING SERVICES

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	E-1	T-2	T-1	X-1
	$73.55	$60.29	$51.57	$42.64	$36.72	$33.92	$26.78	$21.02
	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering								
Dispense plans and specs to prospective bidders					2			
Addendums/Inquiries	1				4			
Bid Opening					3			
Prepare bid tabulation	1				3			
Evaluate bids and recommend award	1				2			
Prepare construction contracts	1				4			
Notice to Proceed					1			
Prepare Grant Application	1				4			
Subtotal - Civil Engineering	**5**	**0**	**0**	**0**	**23**	**0**	**0**	**0**
Hours	**5**	**0**	**0**	**0**	**23**	**0**	**0**	**0**
Salary Costs	$367.75	$0.00	$0.00	$0.00	$844.56	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$1,212.31**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$2,272.35**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$20.56	
Postage/Freight/Courier	$30.00	
Travel Costs	$30.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$80.56**
SUBTOTAL:		**$3,565.224**
SUBCONSULTANTS FEE:		**$0.00**
PROFESSIONAL FEE		**$534.784**
TOTAL FEE:		**$4,100.00**



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GARVER
4300 South J.B. Hunt Drive
Suite 240
Rogers, AR 72758
(479) 257-9188

BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

HANGAR DEVELOPMENT

FIGURE NUMBER
EXB

SHEET NUMBER 1

BENTONVILLE MUNICIPAL AIRPORT
HANGAR TAXILANE APRON
ENGINEER'S ESTIMATE OF PROBABLE COST

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	Engineer's Estimate of Probable Cost AMOUNT
1	Mobilization	LS	1	$22,950.00	$22,950.00
2	Unclassified Excavation	CY	1,275	$20.00	$25,500.00
3	Unsuitable Excavation	CY	1,900	$30.00	$57,000.00
4	Aggregate Base Course, 12-in Thickness	SY	2,850	$15.00	$42,750.00
5	ACHM Surface Course (1/2"), 4-in thickness	TN	600	$120.00	$72,000.00
6	Temporary Erosion Control	LS	1	$10,000.00	$10,000.00
7	Pavement Markings (6" - Reflective)	SF	300	$5.00	$1,500.00
8	Seeding	AC	1.5	$2,500.00	$3,750.00
9	Sodding	SY	650	$5.00	$3,250.00
10	Topsoil	SY	6,250	$2.00	$12,500.00
11	Drainage Improvements	LS	1	$20,000.00	$20,000.00
TOTAL ESTIMATED CONSTRUCTION COST					$271,200.00
ADMINISTRATION COSTS (ADVERTISEMENT)					$1,000.00
ESTIMATED ENGINEERING COSTS (DESIGN & BIDDING)					$27,000.00
ESTIMATED ENGINEERING COSTS (CONSTRUCTION)					$13,300.00
TOTAL PROJECT COST					$312,500.00

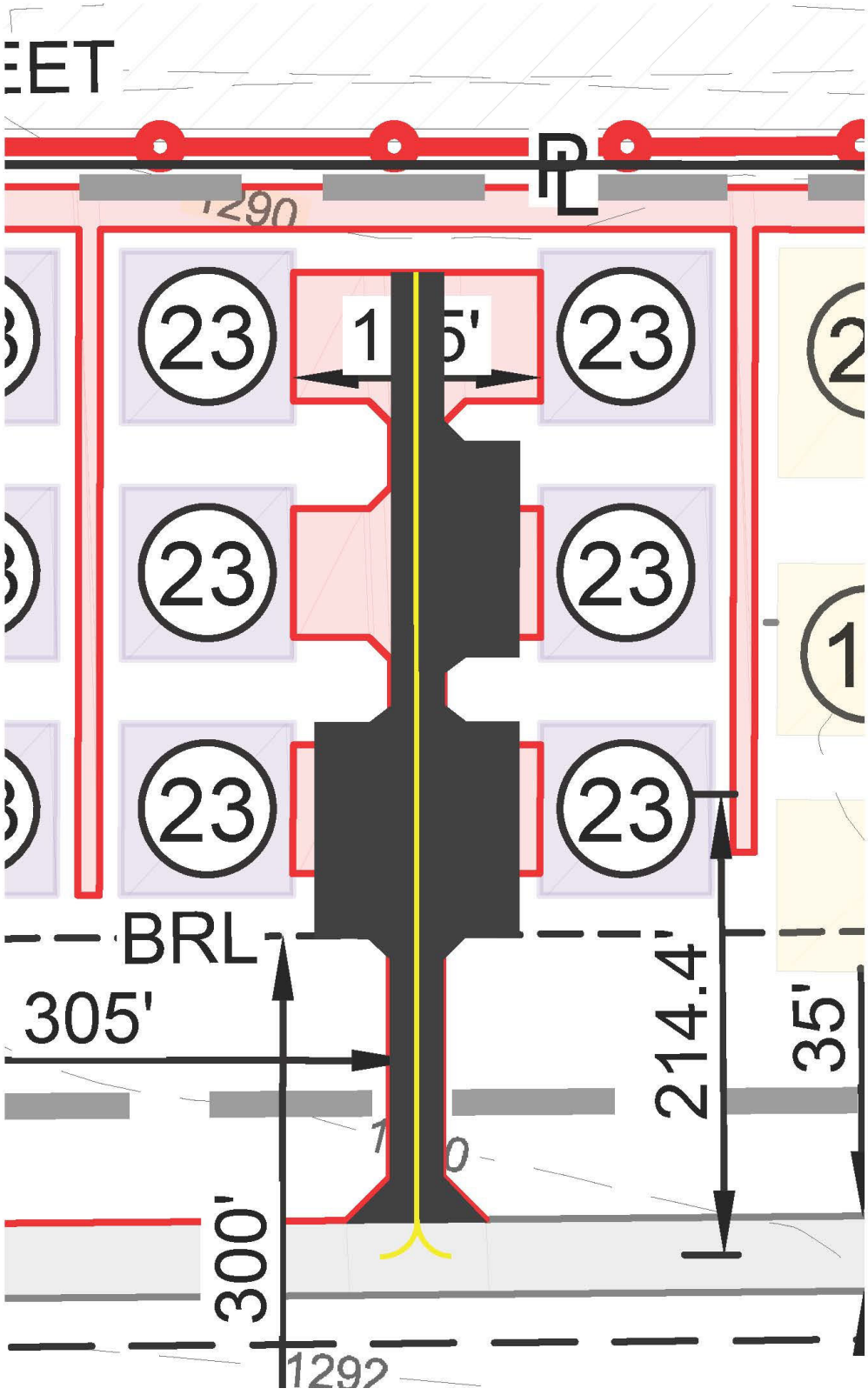
PROJECT FUNDING	
Arkansas Department of Aeronautics (80%, $250,000 MAX)	$250,000.00
City of Bentonville (20% MIN.)	$62,500.00
TOTAL PROJECT FUNDING	$312,500.00

GARVER

BENTONVILLE MUNICIPAL AIRPORT
UTILITY INFRASTRUCTURE (CORRIDOR #2)
ENGINEER'S ESTIMATE OF PROBABLE COST

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate of Probable Cost UNIT PRICE	AMOUNT
1	Mobilization	LS	1	$15,000.00	$15,000.00
2	Water Line Extension & Hydrant	LS	1	$55,000.00	$55,000.00
3	Sewer Line Extension & Cleanouts	LS	1	$25,000.00	$25,000.00
4	Gas Line Extension	LS	1	$20,000.00	$20,000.00
5	Temporary Erosion Control	LS	1	$10,000.00	$10,000.00
6	Electrical Transformer	LS	1	$20,000.00	$20,000.00
TOTAL ESTIMATED CONSTRUCTION COST					$145,000.00
ADMINISTRATION COSTS (ADVERTISEMENT)					$500.00
ESTIMATED ENGINEERING COSTS (DESIGN & BIDDING)					$14,500.00
ESTIMATED ENGINEERING COSTS (CONSTRUCTION)					$6,500.00
TOTAL PROJECT COST					$166,500.00

PROJECT FUNDING	
Arkansas Department of Aeronautics (90%, $150,000 MAX)	$149,850.00
City of Bentonville (10% MIN.)	$16,650.00
TOTAL PROJECT FUNDING	$166,500.00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35'
300'
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RESOLUTION NO. _____

A RESOLUTION APPROVING WORK ORDER NUMBER ELEVEN (11) IN THE AMOUNT OF $41,500.00 WITH GARVER, LLC, FOR THE ENGINEER DESIGN AND BIDDING OF HANGAR APRON, TAXI LANE AND UTILITY INFRASTRUCTURE IMPROVEMENTS CORRIDOR NUMBER TWO ON THE WEST SIDE OF THE BENTONVILLE MUNICIPAL AIRPORT.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a certain Work Order Number Eleven (11) in the amount of $41,500.00 with Garver, LLC for the design and bidding of hangar apron, taxi lane and utilities infrastructure improvements corridor number two on the west side of the Bentonville Municipal Airport.

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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Airport**
Submitted by	**Chuck Chadwick**
Phone	**(479) 271-3168**

Item Type: *(Check All That Apply)*					
☑ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Budget Adjustment for Work Order Number Eleven (11) in the amount of $41,500.00 with Garver, LLC, for the engineering design and bidding of Hangar Apron, Taxi Lane and Utility Infrastructure Improvements Corridor Number Two on the West Side of the Bentonville Municipal Airport. It is anticipated that the cost of this work order will be reimbursed to the City from proceeds of a grant or grants from the Arkansas Division of Aeronautics (ADA).

Estimated Cost	**$41,500.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded *(briefly explain in space below)*:

This will require a Budget Adjustment from General Fund.

Budget Adjustment Request

Date of City Council Meeting	**2/23/2021**
Department	**Airport**
Submitted by	**Chuck Chadwick**
Phone	**(479) 271-3168**

Purpose of Budget Adjustment *(Enter purpose in space below):*

Budget Adjustment for Work Order Number Eleven (11) in the amount of $41,500.00 with Garver, LLC, for the engineering design and bidding of Hangar Apron, Taxi Lane and Utility Infrastructure Improvements Corridor Number Two on the West Side of the Bentonville Municipal Airport. . It is anticipated that the cost of this work order will be reimbursed to the City from proceeds of a grant or grants from the Arkansas Division of Aeronautics (ADA).

General Ledger Account Information*				
Org (Department)	**Object**	**Account Description**	**Revenue + (-)**	**Expense + (-)**
101650	47390	Improv Other than Bldg / Other		$ 41,500.00
		Totals	$ -	$ 41,500.00
		Net Impact on Fund Balance	$	(41,500.00)

*Final Account Number will be determined by Accounting Department after approval and purchase

Memo

To: City Council, Mayor Orman

From: Chuck Chadwick, Airport Manager

CC:

Date: February 17, 2021

Re: Work Order Number 11 Garver, LLC

Staff is requesting approval of a resolution authorizing the Mayor and City Clerk to enter into a work order number eleven (11) with Garver, LLC in the total amount of $41,500.00. The first project covered under the work order is for the design and bidding of Apron Pavement Area and Taxi Lane on the west side of the Bentonville Municipal Airport. The second project within that work order is for the design and bidding for Utility Corridor Number 2 on the west side of the Bentonville Municipal Airport.

The engineering fees for the design and bidding of the apron and taxi lane construction is in the amount of $27,000.00. The engineering fees for the design and bidding of the utility infrastructure improvements is $14,500.00. These projects together total $41,500.00.

It is anticipated that the City will be reimbursed for the cost of these engineering fees through a grant or grants from the Arkansas Division of Aeronautics (ADA). The design and bidding of the projects are prerequisites to applying for the grant with the ADA.

At present, we have three anticipated tenants ready to sign long term land leases with the City for property on the airport, whereby the tenants will build hangars on their respective areas. The anticipated tenants are willing to share out of pocket funds not otherwise covered from the grants the City may obtain from the ADA. The apron, taxi lane and utility infrastructure improvements are all necessary to continue the growth and development of the west side of the airport. It is anticipated that additional tenants will enter into long term land leases with the City for property on the airport once the apron, taxi lane and utility infrastructure improvements are started.

Staff has reviewed these projects and recommends approval of this resolution. The Airport Advisory Board has reviewed these projects and recommends that the City approve the Work Order so the City may move forward in a timely manner.

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Bid Award to APAC Central, Inc., for the Construction of Water Tower Road Phase 1.

Estimated Cost	**$3,706,769**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

This Bid Award will be paid for by the Street Bond Fund, thus not requiring a Budget Adjustment.

Memorandum

To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: Wednesday, February 17, 2021

Re: Bid Award for Phase 1 of the Water Tower Road Project

Staff is seeking City Council approval allowing the Mayor and City Clerk to enter into a contract with APAC Central, Inc., for the construction of Phase 1 of Water Tower Road. This project consist of constructing 15,625 linear feet of 4 lanes that would extend 8th street from I-49 to Water Tower Road; including a 12' x 10' box culvert and a roundabout connection to Water Tower Road. This contract will also include the relocation of City Of Bentonville water and sewer line as needed. The bids received were as follows:

- APAC Central, Inc. $3,706,768.60
- Crossland Heavy Contractors $4,456,587.59

The contract amount for this project is $3,706,768.60, which would be funded 100% by street bond fund.

Staff recommends approval of the APAC Central, Inc., contract as written. This contract bid approval has been reviewed and recommended for approval by McClelland Consulting Engineers, Inc.

Thank you for your consideration of this request. Please contact me with any questions or concerns regarding this project. I can be reached by phone (479-271-5964) or by email at dbirge@bentonvillear.com.

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 East Stearns Street
Fayetteville, AR 72703
(479) 443.2377 P | (479) 443.9241 F
mce.us.com

February 9, 2021

Dan Weese, P.E.
City Engineer
3200 SW Municipal Drive
Bentonville, AR 72712

RE: IFB-20-76, Water Tower Road & 8th Street Extension; Phase 1

Recommendation for Award of Construction Contract

Dear Mr. Weese,

We received and opened bids for the above referenced project on February 4, 2021 at 1:30pm. There were two (2) General Contractors who submitted full bids.

APAC-Central, Inc. from Fayetteville, AR is the low bidder with a full bid in the amount of $3,706,768.60 (corrected amount; submitted amount was $3,706,769.00). The 2nd bid by Crossland Heavy Contractors of Columbus, KS, Inc. was for $4,456,587.59. The bids were within 20% of one another, suggesting that the overall project cost as bid is reasonable. The certified bid tabulation is attached for reference. The Engineer's construction cost estimate for the project was $3,566,596.00.

We have reviewed the bid and have knowledge of their experience with work on several successful projects; we believe them to be qualified for this project. APAC-Central, Inc. has a valid Arkansas Contractor's License (License No. 0011840421, ID #2781, valid to 04.30.21). They are listed as providing Highway, Railroad, Airport, Municipal & Utility Construction on the Arkansas Contractors Licensing Board website. According to their bid documentation, they will be carrying out approximately 57% of the work with their own forces; they are required to do at least 40%.

In light of the above information, we recommend awarding the bid to APAC-Central, Inc., in the amount of $3,706,768.60.

Please do not hesitate to call should you have any questions and as always, thank you for allowing us to be of service.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

[redacted]

Eric Anderson
Associate, MCE-Fayetteville
(479) 443.2377
eanderson@mce.us.com

Enclosure: Bid Tabulation

McCLELLAND CONSULTING [redacted]NC.

Date: 2/8/2021

* DENOTES MATHEMATICAL ERROR

Bid Tabulation

City of Bentonville
Water Tower Road & 8th Street Extension; Phase 1
Bentonville, AR
MCE Project # 15-2106

SCHEDULE 1 - STREET & STORM SEWER

				APAC 0011840421			Crossland Heavy Contractors 0067301121		
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
GENERAL PROVISIONS									
1	Act 291, 1993 Trench and Excavation Safety Systems	LS	1	$3,239.00	$3,239.00		$1,550.00	$1,550.00	
2	Traffic Control	LS	1	$34,686.00	$34,686.00		$25,000.00	$25,000.00	
3	Erosion Control	LS	1	$35,342.00	$35,342.00		$30,000.00	$30,000.00	
4	Roadway Construction Control	LS	1	$25,107.30	$25,107.30		$115,000.00	$115,000.00	
5	Mobilization; Not to Exceed 5% of Total Bid	LS	1	$152,709.30	$152,709.30		$196,000.00	$196,000.00	
Earthworks									
6	Clearing and Grubbing	LS	1	$7,226.50	$7,226.50		$25,000.00	$25,000.00	
7R	Select Fill (Plan Quantity)	CY	9,770	$15.50	$151,435.00		$30.00	$293,100.00	
8R	Excavation (Plan Quantity)	CY	15,300	$11.40	$174,420.00		$12.00	$183,600.00	
9R	Embankment (Plan Quantity)	CY	23,255	$15.90	$369,754.50		$26.25	$610,443.75	
10	4" Topsoil Placement & Select Grading	SY	13,030	$5.00	$65,150.00		$3.65	$47,559.50	
11	Subgrade Preparation (Plan Quantity)	SY	17,570	$1.42	$24,949.40		$1.77	$31,098.90	
12	Under Cut & Backfill (10% Allowance)	CY	710	$21.30	$15,123.00		$34.50	$24,495.00	
13	Rock Excavation	CY	100	$139.40	$13,940.00		$135.00	$13,500.00	
Storm Drainage									
14	18" RCP, Class III	LF	1,187	$38.00	$45,106.00		$83.00	$98,521.00	
15	18" RCP, Class IV	LF	329	$55.00	$18,095.00		$78.00	$25,662.00	
16	24" RCP, Class III	LF	507	$51.00	$25,857.00		$83.00	$42,081.00	
17	4' Curb Inlet	EA	21	$5,195.70	$109,109.70	*	$5,950.00	$124,950.00	
18	4' Junction Box	FA	1	$5,103.40	$5,103.40		$7,460.00	$7,460.00	
19	5' Curb Inlet	EA	1	$5,162.00	$5,162.00		$6,490.00	$6,490.00	
20	18" FES to RCP Culvert	EA	11	$813.40	$8,947.40		$822.00	$9,042.00	
21	24" FES to RCP Culvert	EA	3	$1,309.80	$3,929.40		$1,015.00	$3,045.00	
22	Curb Inlet Extensions (4')	EA	14	$774.00	$10,836.00		$1,770.00	$24,780.00	
23	Curb Inlet Extensions (8')	EA	4	$1,376.50	$5,506.00		$2,950.00	$11,800.00	

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
24	Concrete Channel	SY	80	$93.30	$7,464.00		$91.00	$7,280.00	
25	Wingwalls and Appertenances (including headwalls) for 12' X 10' Pedestrian Crossing	EA	2	$36,398.00	$72,796.00		$31,000.00	$62,000.00	
26	12' X 10' RC Box Culvert Pedestrian Crossing	LF	120	$1,312.70	$157,524.00		$2,191.00	$262,920.00	
Base & Paving									
27	3" ACHM Surface Course	TON	2,600	$94.98	$246,948.00		$104.99	$272,974.00	*
28	5" ACHM Binder Course	TON	3,890	$77.70	$302,253.00		$92.99	$361,731.10	*
29	12" Class 7 Aggregate Base	SY	16,600	$14.10	$234,060.00		$18.50	$307,100.00	
30	8" Class 7 Base for Side Streets	SY	970	$12.40	$12,028.00		$14.00	$13,580.00	
31	6" Class 7 Base for Driveways	SY	260	$21.00	$5,460.00		$14.25	$3,705.00	
Miscellaneous Construction									
32	Concrete Curb and Gutter, Standard	LF	5,350	$14.90	$79,715.00		$18.00	$96,300.00	
33	AHTD Type A Curb	LF	1,451	$32.90	$47,737.90		$15.50	$22,490.50	
34	AHTD Type B Curb	LF	432	$48.70	$21,038.40		$16.00	$6,912.00	
35	AHTD Type D Curb	LF	371	$39.70	$14,728.70		$15.75	$5,843.25	
36	AHTD Modified Curb (For Driveway)	LF	91	$31.40	$2,857.40		$18.00	$1,638.00	
37	Concrete Sidewalk, Variable Width (4" Depth)	SY	2,480	$47.60	$118,048.00		$48.00	$119,040.00	
38	Concrete Trail, 10' Wide (6" Depth)	SY	770	$55.70	$42,889.00		$52.00	$40,040.00	
39	ADA Ramp Concrete	SY	200	$105.00	$21,000.00		$79.00	$15,800.00	
40	Concrete Driveway Apron	SY	150	$66.90	$10,035.00		$74.00	$11,100.00	
41	Concrete Driveway	SY	41	$123.80	$5,075.80		$66.00	$2,706.00	
42	6" Gravel Driveways	SY	69	$44.00	$3,036.00		$36.00	$2,484.00	
43	Asphalt Driveway	SY	143	$46.00	$6,578.00		$22.50	$3,217.50	
44	Concrete Median Island	SY	1,330	$75.70	$100,681.00		$79.00	$105,070.00	
45	Concrete Truck Apron	SY	405	$72.90	$29,524.50		$86.00	$34,830.00	
46	Sodding	SY	5,970	$3.90	$23,283.00		$2.75	$16,417.50	
47	Seeding & Mulching	ACRE	2	$3,511.00	$5,266.50		$5,000.00	$7,500.00	
48	Mailbox / Support Relocation	EA	3	$403.00	$1,209.00		$350.00	$1,050.00	
49	4" Solid Striping, Yellow or White (Thermoplastic)	LF	985	$1.10	$1,083.50		$0.75	$738.75	
50	18" White Entrance Line (Thermoplastic)	LF	130	$16.00	$2,080.00		$14.00	$1,820.00	
51	6" Solid Lane Line, Yellow or White (Thermoplastic)	LF	1,395	$1.60	$2,232.00		$1.10	$1,534.50	
52	4" Double Solid, Yellow or White (Themoplastic)	LF	1,820	$1.10	$2,002.00		$1.50	$2,730.00	
53	4" Skip Striping (Thermoplastic)	LF	790	$1.10	$869.00		$0.80	$632.00	
54	4" Dotted or Dashed Striping (Thermoplastic)	LF	260	$1.10	$286.00		$0.80	$208.00	

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
55	8" Striping (Thermoplastic)	LF	358	$2.40	$859.20	*	$6.60	$2,362.80	
56	12" Chevron/Vane Striping (Thermoplastic	LF	178	$10.80	$1,922.40		$10.75	$1,913.50	
57	12" Solid Striping (Thermoplastic)	LF	305	$10.80	$3,294.00		$9.50	$2,897.50	
58	White Yield Line (Thermoplastic)	LF	84	$26.90	$2,259.60		$14.50	$1,218.00	
59	Turning Arrow Pavement Symbols (Thermoplastic)	EA	26	$752.30	$19,559.80		$800.00	$20,800.00	
60	Arrow Pavement Symbols, White (Painted)	EA	2	$268.70	$537.40		$66.00	$132.00	
61	"YIELD" Pavement Symbol (Thermoplastic)	EA	5	$376.00	$1,880.00		$775.00	$3,875.00	
62	"ONLY" Pavement Symbol (Thermoplastic)	EA	5	$376.00	$1,880.00		$775.00	$3,875.00	
63	Crosswalks (Thermoplastic)	LF	520	$21.50	$11,180.00		$12.00	$6,240.00	
64	Various Street Signs (as indicated on Striping & Signage Plans)	EA	40	$311.60	$12,464.00		$500.00	$20,000.00	
65	6" Approach Striping, White (Thermoplastic)	EA	5	$376.00	$1,880.00		$45.00	$225.00	
66	Landscaping	LS	1	$45,600.00	$45,600.00		$35,000.00	$35,000.00	
67	Street Lighting & Luminaire	LS	1	$0.00	$0.00		$0.00	$0.00	
68	Modular Block Retaining Wall	SF	1,185	$56.40	$66,834.00		$58.00	$68,730.00	
69	Detention Pond	LS	1	$70,706.00	$70,706.00		$45,000.00	$45,000.00	
70	Entrance Sign, Irrigation & Shrub Removal	LS	1	$8,189.00	$8,189.00		$4,600.00	$4,600.00	
71	Sidewalk Underdrain	LS	1	$2,278.00	$2,278.00		$3,500.00	$3,500.00	
72	Concrete for Side Street Fillet	SF	98	$17.50	$1,715.00		$15.75	$1,543.50	
73	Construction Contingency	LS	1	$300,000.00	$300,000.00		$300,000.00	$300,000.00	
74	Quality Control Testing	LS	1	$10,747.60	$10,747.60		$20,000.00	$20,000.00	
75	Guardrail (installed on Headwalls, Wingwalls and Retaining Walls)	LF	223	$56.40	$12,577.20		$122.00	$27,206.00	
Lighting & Electrical - Furnished and Installed by Contractor									
76	CONNECTOR - 3 WIRE, #14-#4 AWG RANGE	EA	80	$38.70	$3,096.00		$20.50	$1,640.00	
77	FUSE - 20A	EA	48	$33.30	$1,598.40		$19.50	$936.00	
78	FUSE - IN LINE FUSE HOLDER	EA	48	$59.00	$2,832.00		$61.00	$2,928.00	
79	PARTS - LEVELING FITTER	EA	23	$478.00	$10,994.00		$325.00	$7,475.00	
80	PARTS - RECEPTACLE	EA	16	$134.00	$2,144.00		$37.50	$600.00	
81	PARTS - RECEPTACLE COVER	EA	16	$155.80	$2,492.80		$40.00	$640.00	
82	WIRE - #12/2 w/GND ROMEX	LF	640	$3.40	$2,176.00		$0.86	$550.40	
83	WIRE - #2 TRIPLEX UNDERGROUND "STEPHENS" 7-STRAND 60 MIL (2T)	LF	60	$8.60	$516.00		$1.92	$115.20	
84	WIRE - #4 TRIPLEX UNDERGROUND "VASSAR" 7-STRAND 60 MIL (4T)	LF	3,183	$3.70	$11,777.10		$1.58	$5,029.14	

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
85	CONDUIT - 2" SCH 40 PVC	LF	2,718	$16.00	$43,488.00		$5.85	$15,900.30	
86	CONDUIT ELBOWS - 2" SCH 40 PVC SHORT SWEEP	EA	34	$53.70	$1,825.80		$17.75	$603.50	
87	STREET LIGHT FOUNDATIONS PER DS-1416B	EA	16	$2,042.00	$32,672.00		$1,550.00	$24,800.00	
88	LIGHTING CONTACTOR CONCRETE FOUNDATION PER BEUD SPEC DS-1025	EA	1	$1,504.00	$1,504.00		$625.00	$625.00	
Lighting & Electrical - Furnished BUED and Installed by Contractor									
89	POLE - 30' FLUTED - POLE ONLY, INSTALLED	EA	16	$779.20	$12,467.20		$285.00	$4,560.00	
90	POLE - 30' FLUTED 26" CLAMSHELL BASE, INSTALLED	EA	16	$752.00	$12,032.00		$17.00	$272.00	
91	ARM - 6' WEST LIBERTY SERIES, INSTALLED	EA	9	$849.00	$7,641.00		$40.00	$360.00	
92	ARM - 12' WEST LIBERTY SERIES, INSTALLED	EA	7	$1,128.50	$7,899.50		$57.00	$399.00	
93	LIGHTING CONTACTOR PANEL - MOUNTING BASE PER BEUD SPEC DS-1025, INSTALLED	EA	1	$1,058.60	$1,058.60		$85.00	$85.00	
94	LIGHTING CONTACTOR PANEL PER BEUD SPEC DS-1025, INSTALLED	EA	1	$1,691.40	$1,691.40		$345.00	$345.00	
95	FIXTURE - AUTOBAHN LED, INSTALLED	EA	23	$161.00	$3,703.00		$300.00	$6,900.00	
	TOTAL BID FOR SCHEDULE I, STREET & STORM DRAINAGE				**$3,630,494.60**	*		**$4,385,452.09**	*

SCHEDULE II - WATER

Utility Improvements									
96	16" Steel Encasement, Direct Bury	LF	100	$161.00	$16,100.00		$163.00	$16,300.00	
97	Trace Wire Port, for Force Main, Complete	EA	1	$322.40	$322.40		$433.00	$433.00	
98	8" PVC, C900, DR-14 Water Main	LF	60	$129.00	$7,740.00		$166.00	$9,960.00	
99	6" PVC, C900, DR-14 Water Main	LF	21	$139.70	$2,933.70		$159.00	$3,339.00	
100	8" Gate Valve and Box	EA	1	$1,934.60	$1,934.60		$1,900.00	$1,900.00	
101	6" Gate Valve and Box	EA	1	$1,719.60	$1,719.60		$1,205.00	$1,205.00	
102	Fittings	LB	150	$26.90	$4,035.00		$20.99	$3,148.50	"
103	Three-Way Fire Hydrant Assembly	EA	1	$4,836.40	$4,836.40		$5,800.00	$5,800.00	
104	Adjust Valve Box to Grade	EA	7	$429.90	$3,009.30		$480.00	$3,360.00	
105	Full Depth Class 7 Backfill	LF	180	$37.60	$6,768.00		$33.00	$5,940.00	
106	Pavement Repair	SY	250	$107.50	$26,875.00		$79.00	$19,750.00	
	TOTAL BID FOR SCHEDULE II, WATER				**$76,274.00**			**$71,135.50**	*

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL		UNIT PRICE	TOTAL	
	BID SUMMARY:								
	TOTAL BID FOR SCHEDULE I, STREET & STORM DRAINAGE				$3,630,494.60	*		$4,385,452.09	*
	TOTAL BID FOR SCHEDULE II, WATER				$76,274.00			$71,135.50	*
	TOTAL BID FOR SCHEDULE I & II				$3,706,768.60	*		$4,456,587.59	*

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Transportation**
Submitted by	**Dennis Birge**
Phone	**(479) 271-5964**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution expressing the support of the City of Bentonville for the Arkansas State Highway Commission's designation of State Highway 549 (Future I-49/Bella Vista Bypass) as a State Scenic Byway.

Estimated Cost	**$0.00**
Is this Item Budgeted?	☐ Yes ☑ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

No Cost; therefore, no Budget Adjustment required.

Memorandum

To: Mayor and City Council

From: Dennis Birge, Transportation Director

Date: Friday, February 12th, 2021

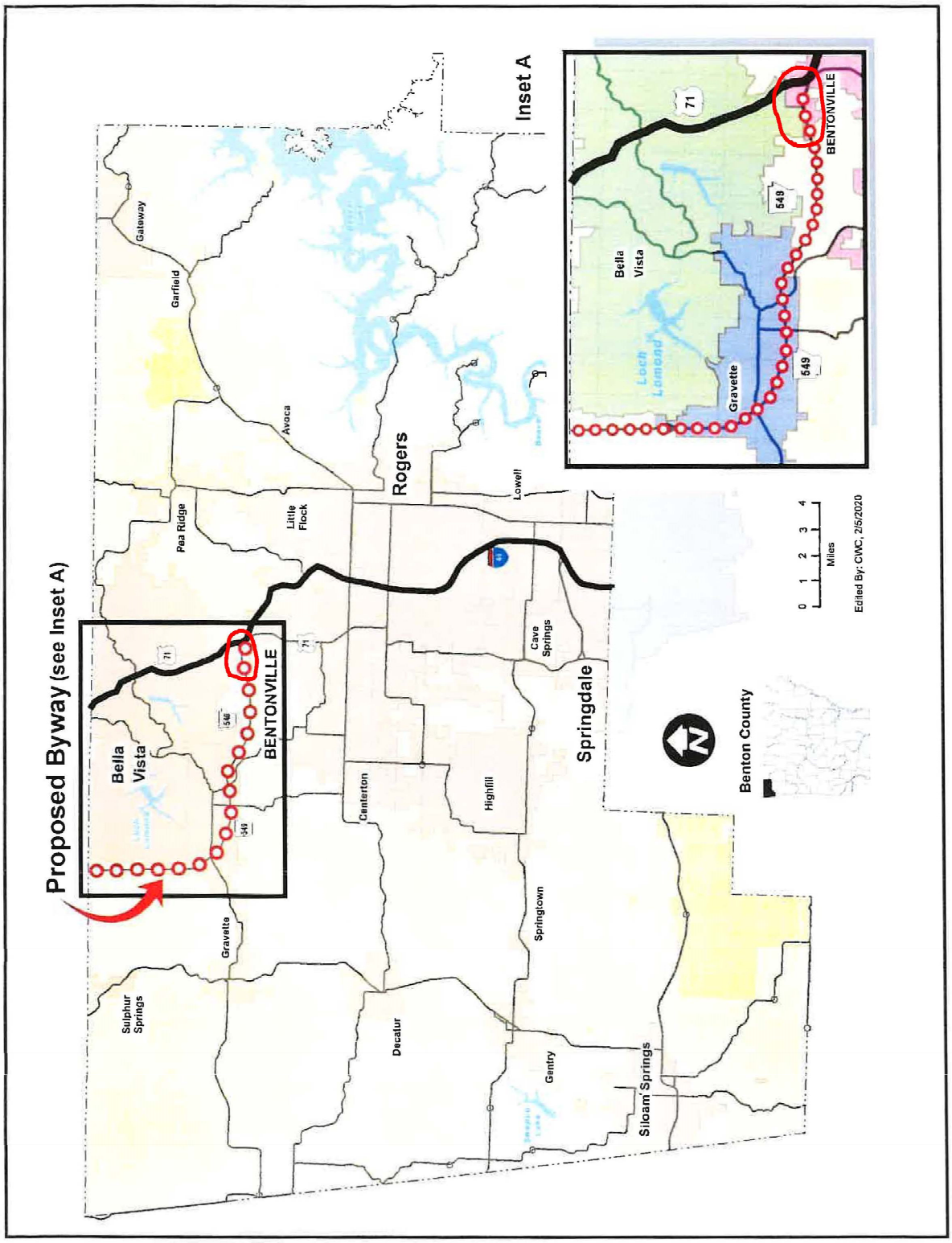
Re: Proposed Scenic Byway Designation

Staff supports approval of this resolution in the area designated by the attached map that has been provided by ARDOT.

ARDOT has requested City Council's show of support by resolution for this area from Exit 93 North to the Arkansas/Missouri State line to be designated as a State Scenic Byway. The Bentonville City limits are the only portion that this resolution would support and that is approximate the first 1(one) mile from exit 93 to the North, circled in red on the attached map.

As you see from the letter that ARDOT has sent, this designation would allow ARDOT to control the use of Billboards along the route. It would also preserve the nature look of the corridor by not allowing this corridor to be commercially developed.

Please contact me with any questions. My telephone number is (479) 271-5964 or I can be reached via email at dbirge@bentonvillear.com


Proposed Byway (see Inset A)
Inset A
Bella Vista
BENTONVILLE
Rogers
Springdale
Benton County
Gateway
Garfield
Avoca
Pea Ridge
Little Flock
Lowell
Cave Springs
Centerton
Highfill
Springtown
Gravette
Sulphur Springs
Decatur
Gentry
Siloam Springs
Loch Lomond
71
549
540
Miles
0 1 2 3 4
Edited By: CWC, 2/5/2020

RECEIVED FEB 20 2020

ARKANSAS STATE HIGHWAY COMMISSION

THOMAS B. SCHUECK
CHAIRMAN
LITTLE ROCK

ROBERT S. MOORE, JR.
VICE CHAIRMAN
ARKANSAS CITY

DALTON A. FARMER, JR.
JONESBORO

PHILIP TALDO
SPRINGDALE

KEITH GIBSON
FORT SMITH

SCOTT E. BENNETT, P.E.
DIRECTOR

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone (501) 569-2000 • Voice/TTY 711 • Fax (501) 569-2400
www.ArDOT.gov • www.IDriveArkansas.com

February 18, 2020

The Honorable Stephanie Orman
City of Bentonville
117 W. Central Avenue
Bentonville, Arkansas 72712

Re: Proposed Scenic Byway Designation

Dear Mayor Orman:

The Arkansas State Highway Commission has received a request to designate State Highway 549 (Future I-49/Bella Vista Bypass) as a State Scenic Byway. The segment being considered is from the Interstate 49 and U.S. Highways 71/71B interchange to the Missouri State Line (see enclosed map). Act 293 of 2019 designated this route a State Scenic Highway.

If designated as a State Scenic Byway, this segment may be eligible for Federal funds for qualifying enhancement projects. It will also prohibit the installation of billboards and off-premise signs along the route. It will not affect on-premise signs located at the businesses they advertise.

Before a designation is made, the Arkansas Department of Transportation (ARDOT) is seeking input from the impacted cities and county. If your City supports a Scenic Byway designation, we ask that the City Council provide a Resolution of Support. If your City opposes or has no official position regarding the Byway designation, we ask that you provide a written response stating your position.

If you would like more information before reaching a decision, please contact the ARDOT's Right of Way Division at (501) 569-2088. They will assist you with more details regarding the program.

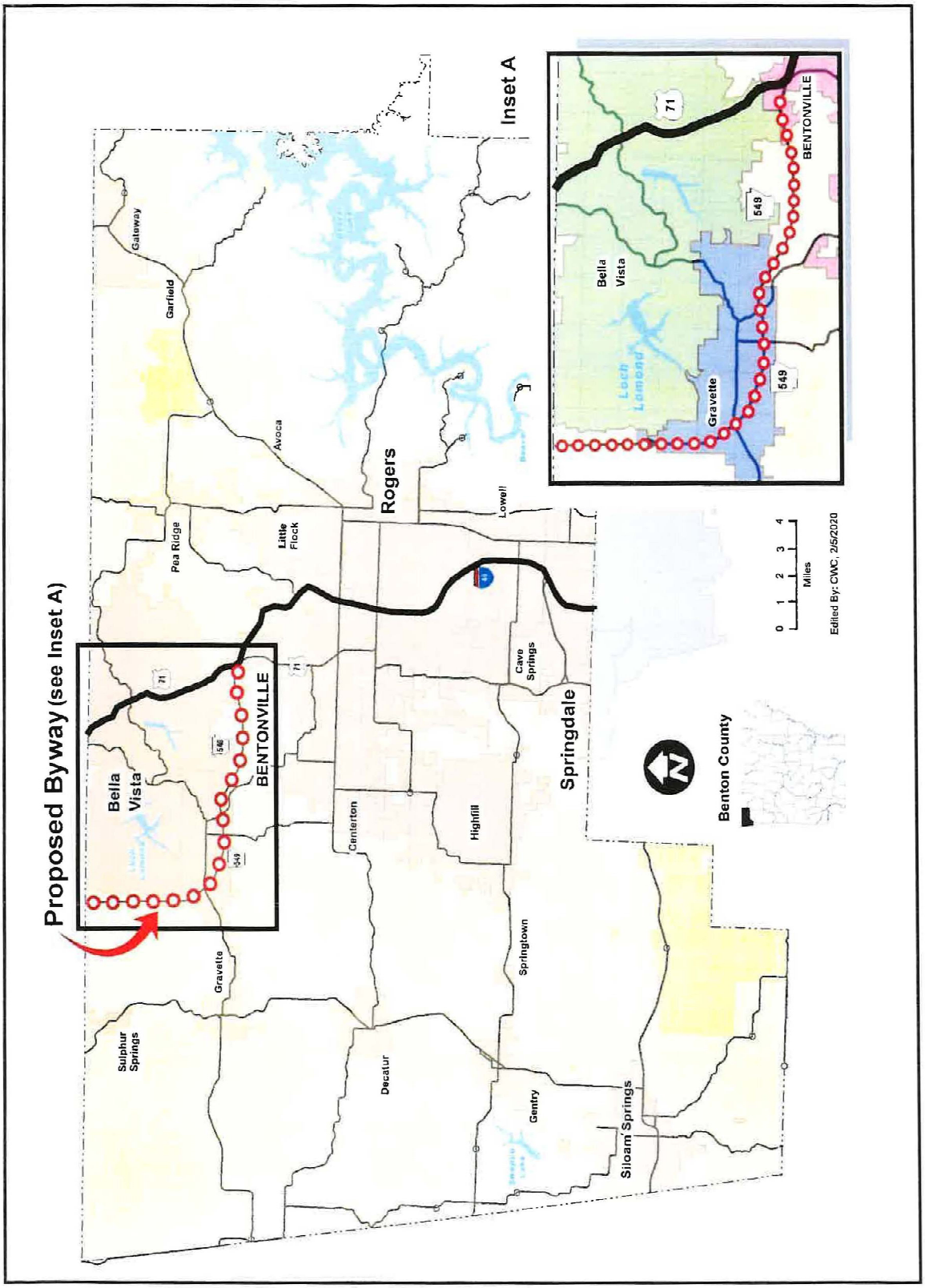
Sincerely,

[redacted]

Scott E. Bennett, P.E.
Director

Enclosure

c: Deputy Director and Chief Operating Officer
Deputy Director and Chief Engineer
Assistant Chief Engineer – Design
Right of Way Division
District 9


Proposed Byway (see Inset A)
Inset A
Bella Vista
BENTONVILLE
Rogers
Springdale
Lowell
Gateway
Garfield
Avoca
Pea Ridge
Little Flock
Cave Springs
Centerton
Highfill
Gravette
Springtown
Sulphur Springs
Decatur
Gentry
Siloam Springs
Benton County
Loch Lomond
71
549
0 1 2 3 4
Miles
Edited By: CWC, 2/5/2020

RESOLUTION NO. _____

RESOLUTION EXPRESSING THE SUPPORT OF THE CITY OF BENTONVILLE FOR THE ARKANSAS STATE HIGHWAY COMMISSION'S DESIGNATION OF STATE HIGHWAY 549 (FUTURE I-49/BELLA VISTA BYPASS) AS A STATE SCENIC BYWAY.

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

Section 1: The City Council of the City of Bentonville, Arkansas hereby expresses its support for the Arkansas State Highway Commission's designation of State Highway 549 (Future I-49/Bella Vista Bypass) as a State Scenic Byway.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2.23.2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☑ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Bid Award to Pinnacle Emergency Vehicles, LLC through the participation in the HGAC Cooperative (Co-op) contract, AM10-20 to purchase two Braun Ambulances in the amount of $569,506.00. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of the AM10-20, determining that the solicitation was in line with both Arkansas State Statute and City Purchasing procedures. This is a budgeted item in the 2021 budget.

Estimated Cost	**$569,506.00**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Inter-office Memorandum

To: Mayor Orman and City Council Members

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: 2.23.2021

Re: Purchase of two new ambulances

Fire Department Staff is asking Council to approve a bid award to use Houston Galveston Area Council (HGAC) Cooperative Buying agreement to purchase two ambulances.

NHTSA safety recommendations and CDC Category 1B best practices (Suggested for implementation and supported by suggestive clinical or epidemiologic studies or by a theoretical rationale) for ambulance decontamination and cleaning have been incorporated to protect patients and prevent staff from contracting high-risk infections during ambulance transport.

The price has not changed since the previous purchase in 2020.

Thank you for your consideration.

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	AM10-20	Date Prepared:	29-Jan

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Bentonville (AR)	Contractor:	Pinnacle Emergency Vehicles, LLC
Contact Person:	Curtis Sharp	Prepared By:	Justin Jarvis
Phone:	(479) 271-3151	Phone:	(417) 540-0600
Fax:		Fax:	
Email:	csharp@bentonvillear.com	Email:	justin@pinnacle-ev.com

Product Code:	AM20BA11	Description:	Liberty Type 1: Ford F-450 4x4 / 169" Wheelbase / 72" Headroom / 156" L Full Seam Welded

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 194081

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
20-10-0112 Inboard armrests for aluminum console	248	30-10-0465 Light, Spotlight - Golight	711
		30-10-0507 Lights, Interior cabinets, ridgeback 12V LED Blue	888
50-60-0720 Stainless steel wall protection - squad bench	314	30-10-0722 Receptacle shoreline inlet-super 20 AMP, auto ejec	259
30-10-0671 Radio tie-in point - (1) 12V/25 AMP - patient	164	50-60-0640 oxygen system, electrical	185
		30-10-0903 Vista Display screen - push button - curbside	1782
30-10-0090 Battery voltage indicator light-Kussmaul-LED	172	30-10-0911 System active and check out lights - 10 minutes	99
30-10-0262 Inverter, Vanner 1050 watt, 20-1050CUL	1543		
30-10-0292 Light, Attendant control panel area - LED - warm	68	30-10-1001 Programming, v-mux	99
30-10-0310 Light, LED electrical compartment	75	30-25-0201 Lights, running board - whelen mini - LED	218
30-10-0418 Lights, OSS compartments - Ridgeback LED strip	1296	30-25-4503 Lights, front module turn sig - Whelen M6	388
30-10-0420 Light interior of rear facing OSS and Passage doors	838	**Subtotal From Additional Sheet(s):**	38995
30-10-0432 Light, Stepwell - curbside doorwy - mini LED	99	**Subtotal B:**	48441

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Chassis Upgraded to include aluminum wheels	2442	Sliding window cab to module pass through	218
		Subtotal From Additional Sheet(s):	47585
Cab seats to vinyl	882	**Subtotal C:**	51127

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 21%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	293649	=	Subtotal D:	587298

E. H-GAC Order Processing Charge (Amount Per Current Policy) — **Subtotal E:** 1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Ford GPC Discount (4,700 per unit)	**-9400**	**Cradlepoint Units Installed (1,649 per unit)**	3298
Freight (2,800 per unit)	**5600**	***Current Order Piggyback Discount (9.970 per unit)**	-19940
Dealer-Installed Technimount System (825 per unit)	1650	**Subtotal F:**	-18792

Delivery Date:	October, 2021	G. Total Purchase Price (D+E+F):	569506

Additional Published Options			
Description	**Cost**	**Description**	**Cost**
30-26-3011 lights, rear tail - whelen M6 led stop, turn	378	50-60-0332 glove dispenser - 1 box each rear door	495
30-26-5125 Lights, rear window-level whelen	704	50-60-0352 grab rails, 1-1/4" diameter, anti-microbial	408
30-26-6232 Lights LED rear module - whelen	980	50-60-0431 I V Hangers - ceiling recessed - cast produ	155
30-27-1117 Lights, Intersection Front - whelen M7	245		
30-27-2014 Lights, Side module scene - whelen M9	497	50-60-0617 Oxygen outlet 1 ceiling - ohio medical typ	281
30-27-4127 Lights intersection rear - Whelen M7 super	156	20-10-0103 Suspension-Liquid Spring	11,172
40-00-0021 Door skins, smooth aluminum	94	30-10-0747 howler with mechanical switch	1290
40-00-0082 Sound deadening package	490	50-60-0427 Heat/AC 125V/12V Combination	7286
40-00-0085 Coating, ceramic thermal	296	60-20-0301 Chevron striping with full coverage	2035
40-08-0101 Outside storage wheel well - Lower	1223		
40-10-0030 Dock bumpers, Rear	199		
40-10-0189 Locks power - key fobs	1687		
40-10-0283 Rub rails, anodized aluminum C channel	870		
40-10-0362 Kickplate - stainless steel - brushed	75		
60-10-0110 Paint module all one solid color	1141		
41-01-0506 O2 cyl. Storage with Zico lift for "H"	2648		
43-02-0055 Shelf track - exposed- OSS #3	241		
43-02-0111 Shelves two in OSS #3	473		
30-25-4900 Light, Opticom, Infrared Priority	2218		
50-31-0018 cabinets - right wall, upper, no angled light	714		
50-60-0001 Air purification system, ultraviolet	389		
50-60-0012 Recessed suction unit under action area	155		
50-60-0099 clock - franklin digital	501		
		Total	**38995**

Additional Unpublished Options			
Description	**Cost**	**Description**	**Cost**
		aeroclave nozzle with plumbing to OSS #3 flush	1676
custom order spotlight black	35	Outside storage #3 - tall door	942
side and rear scene light controls at rear doors	80	OSS #4 backboard/scoop, W/divider and shelves	933
lights, dome Whelen LED 2 additional	300	Latches, cabinet CN10 compliant	1171
lights, underbody six tecniq led under mod. and cab	672	cabinet - left wall, upper rear #1 custom	90
Lights, Front grille - (4) whelen Ion T-Series	857	cabinet - left wall, upper over panel #2 - custom	289
lights, front module - whelen (6)	1361	cabinet - front wall, upper #1 - above pass-thru	354
lights, side mdule warning - (6) Whelen M9 super LED	933	medikool dual temp cabinet with compx elock	5592
lights, rub rail -whelen ion red - 4 each side	1917	cabinet - right wall, forward end of squad bench	1924
Upgrade Opticom to GPS	1945	inside/outside access into OSS #4 with acrylic door	100
traffic advisor - rear - whelen duo red/amber	1897	seating squad bench base W/ storage - EVS backpack	1499
lights whelen 600 rota beam on condensor (5)	1887	attn seat - Valor , integral child, swivel base CN8	1950
Lights, Rear kickplate whelen M9 (2)	640	CPR seat fixed - EVS backpack belting - widened	870
camera system - Brigade 360 w/dual monitor screens	5827	Assist handles 2 v bars, 4 handles, anti-microbial	589
door reflectivity - custom striping rear facing OSS door	2500	exhaust ventilator, 3 speed - dual	584
drawer, slide-out w/hinged acrylic lid	515	glove dispenser - 3 box - front wall	240
lights rear module turn sig - whelen M6 LED arrows	353	custom Bentonville FD graphics	3826
access door front wall w/mounting plate	100		
door forward sliding door	1385		
license plate holder - CPI cast recessed with dual LED	155		
outside storage #1A - electrical components	1222		
electrical storage pocket in OSS #1 for HVAC parts	180		
stair chair bracket OSS #3 door	195		
		Total	**47585**

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Fire Department**
Submitted by	**Brent Boydston**
Phone	**(479)271-5927**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance requesting City Council approve a waiver of bid to Unmmaned Vehicle Technology in the amount of $35,356.27 for the purchase of a drone for the fire department.

Estimated Cost	**$35,356.27**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Waiver of Bid Request

Date of City Council Meeting	**2/23/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**479-271-5927**

Vendor	**Unmanned Vehicle Technology**
Total Cost	**$35,356.27**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

DJI Matrice 300RTK Combo This combo comes with a thermal image and 20 mp with digital zoom camera, a 10200 lumen spotlight, smart controller, carry cases and a small training drone.

Justification *(Enter justification in space below):*

UVT (Unmanned Vehicle Technology) is located in Fayetteville Arkansas and is the sole source drone dealer in the state to offer the type of drone that meets the criteria established by the Fire department. UVT is also the sole source provider for local service, customer support and training; shipping costs and downtime will also be reduced by using a local vendor. Due to being the sole source provider of this specific type of drone in Arkansas, it is impracticable to solicit bids for this purchase.

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson Staff Attorney, Jake Harper Finance Director, Gladys Shoemake Purchasing Agent

Date: 2-23-2021

Re: Fire Department Drone

Fire Department is requesting City Council to award a waiver of bid to Unmanned Vehicle Technology for the purchase of a Fire Department Drone (DJI Matrice 300 RTK Combo). This item was a 2021 budgeted item.

The drone will allow the fire department another tool to use during emergency operations. The drone gives the fire department better capabilities for searching for lost, missing persons and or injured persons. With the increasing number of bike/walking trails Bentonville has, the drone will provide us the ability to locate lost or injured persons in a more timely manner.

The drone will allow for a better situational awareness on fire emergencies by giving us a better view/vantage point. The drone will have thermal image capabilities to allow us to make safer tactical decisions on the scene.

The use of drones in the fire service is becoming increasingly more popular due to the amount of information that can be obtained. Drones provide a safer and more efficient way to operate in various emergency situations.

Unmanned Vehicle Technologies
Tel: +1 479-595-8010
hello@uvt.us
http://www.uvt.us

Invoicing Address:
Bentonville Fire Department
800 SW A Street
Bentonville AR 72712
United States
+1 479-271-3151

Shipping Address:
Bentonville Fire Department, Jeremy Metcalf
800 SW A Street
Bentonville AR 72712
United States
+1 479-366-3813

Bentonville Fire Department, Jeremy Metcalf
800 SW A Street
Bentonville AR 72712
United States

Quotation # SO201780

Quotation Date:	Expiration:	Salesperson:
02/08/2021	03/31/2021	Chris Fink

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
BUNDLE - DJI Matrice 300 RTK Combo w/Care Enterprise Basic - $13,199					
[101-129-1001] DJI Matrice 300 RTK w/Care Enterprise Basic	1.000	10,599.00	0.00	Sales Tax	$ 10,599.00
[101-129-1016] DJI Matrice 300 BS60 Intelligent Battery Station	1.000	1,200.00	0.00	Sales Tax	$ 1,200.00
[101-129-1019] DJI Matrice 300 TB60 Intelligent Flight Battery	2.000	700.00	0.00	Sales Tax	$ 1,400.00
				Subtotal	$ 13,199.00
PAYLOAD(S)					

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

THANK YOU FOR CHOOSING UVT!

1

Unmanned Vehicle Technologies
Tel: +1 479-595-8010
hello@uvt.us
http://www.uvt.us

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[101-107-1141] DJI Zenmuse H20T w/Care Enterprise Basic	1.000	11,209.00	0.00	Sales Tax	$ 11,209.00
[100-110-1001] UVT SkyOptix 60 Tactical Aerial Spotlight UVT's SkyOptix 60 Tactical Aerial Spotlight integrates directly with the Matrice 200 Series and Matrice 300 RTK drones from DJI providing the operator with an intense, concentrated light source designed and built to withstand the elements. When paired alongside DJI's Zenmuse H20T camera, the SkyOptix 60 spotlight lights up your entire scene without negatively impacting the thermal camera, giving you complete visibility through both the visual camera of both the H20 and H20T, as well as the thermal camera of the H20T, or another thermal payload such as the XT2. Our direct integration through DJI's SkyPort and Payload SDK (PSDK) allows you to toggle the spotlight on and off, as well as adjust the light's intensity seamlessly through the DJI Pilot App, even while in-flight.	1.000	2,249.00	100.00	0%	$ 0.00
				Subtotal	$ 11,209.00
ADDITIONAL EQUIPMENT					
[101-129-1019] DJI Matrice 300 TB60 Intelligent Flight Battery This will give you a total of eight batteries, or four sets. Enough for four flights at around 40 minutes each.	6.000	700.00	0.00	Sales Tax	$ 4,200.00

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Fayetteville AR 72703
United States

THANK YOU FOR CHOOSING UVT!

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Tel: +1 479-595-8010
hello@uvt.us
http://www.uvt.us

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[101-129-1013] DJI Smart Controller Enterprise Compatible with the Matrice 300 RTK drone, the Smart Controller Enterprise utilizes OcuSync Enterprise technology, providing command/control and video transmission from up to 9 miles away. It can also receive and display drone camera footage on a built-in 5.5" FHD (1920x1080) display. The controls provide twin sticks and buttons to operate various aircraft functions, such as RTH, flight pause, and flight mode selection. Dual wheels also offer greater control of an attached gimbal.	1.000	1,250.00	0.00	Sales Tax	$ 1,250.00
[101-129-1021] DJI Matrice 300 Dual Gimbal Connector The DJI Matrice 300 Dual Gimbal Connector is an upgrade to the stock gimbal connector. The Dual Gimbal Connector for the DJI M300 allows you to mount two compatible payloads to the bottom of your Matrice 300. Compatible payloads include the DJI Zenmuse H20 Series, DJI Zenmuse P1, DJI Zenmuse L1, DJI Zenmuse XT2, and some third-party payloads.	1.000	250.00	0.00	Sales Tax	$ 250.00
[101-130-1002] DJI Mini 2 Fly More Combo Utilizing DJI's OcuSync 2.0 2.4/5.8 GHz wireless transmission technology, the Mini 2 can be operated from up to 6.2 miles away while still providing you with crystal clear video and full telemetry data. Ideal for covert or indoor use, the Mini 2 is perfect for law enforcement operations such as building clearing or even as a dedicated trainer, thanks to its small size, quiet operation, and low cost. Its ability to withstand winds as high as 24 mph makes it just as useful outdoors, as well, all while still being small and light at only 8.8 oz.	1.000	599.00	100.00	0%	$ 0.00

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

THANK YOU FOR CHOOSING UVT!

Unmanned Vehicle Technologies
Tel: +1 479-595-8010
hello@uvt.us
http://www.uvt.us

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[115-101-1052] Go Professional Cases DJI Matrice 300 Case This hard case for the DJI Matrice 300 by Go Professional Cases (GPC) is designed to allow you to carry everything you need for a full days work. Unlike the factory hard case from DJI, this GPC case allows you to carry the M300 and a total of four sets of flight batteries, in addition to an H20 or H20T, your Z15 gimbal spotlight, and a Z30 or XT2. All of this in a rugged, water-resistant, drop-resistant Pelican-style hard case.	1.000	799.00	100.00		$ 0.00
				Subtotal	$ 5,700.00
SOFTWARE					
[SRV-DS-102] DroneSense Detachable Payload License DroneSense is a comprehensive UAS software software solution that empowers your agency to build, manage, and scale its drone program.	1.000	2,388.00	0.00	0%	$ 2,388.00
				Subtotal	$ 2,388.00
UVT PROLINE SERVICES					
[SRV-PL-101] UVT ProLine Pre-Flight Service Our ProLine Pre-Flight Service ensures you receive a turnkey system on day one. This service includes the activation of the hardware and any included service plans (ex. DJI Enterprise Shield) and the updating and testing of all critical flight components. All ProLine services are performed in-house by our factory-trained technicians.	1.000	499.00	100.00	0%	$ 0.00

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

THANK YOU FOR CHOOSING UVT!

4

Unmanned Vehicle Technologies
Tel: +1 479-595-8010
hello@uvt.us
http://www.uvt.us

DESCRIPTION	QUANTITY	UNIT PRICE	DISC.%	TAXES	AMOUNT
[SRV-PL-102] UVT ProLine Support Premium Our ProLine Support offers you direct access to our technical and operational support teams. With ProLine Support Premium, this access is provided 24x7x365 to ensure you always have the support you need.	1.000	1,999.00	100.00	0%	$ 0.00
				Subtotal	$ 0.00

Subtotal	$ 32,496.00
Taxes on $ 32,496.00	$ 2,860.27
Total	$ 35,356.27

Payment terms: Net 30

1722 N College Avenue
Suite D
Fayetteville AR 72703
United States

THANK YOU FOR CHOOSING UVT!

5

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE DRONE EQUIPMENT FOR THE CITY OF BENTONVILLE FIRE 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 purchase a drone system for the Bentonville Fire Department from Unmanned Vehicle Technology, as set forth in the attached Exhibit A.

Section 2: Because this vendor is the sole source drone dealer in the State of Arkansas to offer the type of drone that meets Fire Department criteria and is the sole source for service, support and training in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance asking for a waiver of bid to purchase four portable ventilators from ZOLL Medical Coproration in the amount of $67,291.22 including taxes.

Estimated Cost	**67,291.22**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Waiver of Bid Request

Date of City Council Meeting	**2/23/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Vendor	**Zoll Medical Corporation**
Total Cost	**$ 67,291.22**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

ZVent Portable Ventilators with all accessories.

Justification *(Enter justification in space below):*

These ventilators will replace ventilators that have been in service since 2006. We purchased one of these in 2020 to replace one that was unrepairable and to stay consistant on all ambulances, we need to finish the out the rest of the ambulances. Zoll is the sole source vendor for these ventilators and a letter is attached stating sole source.

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: February 23, 2021

Re: Waiver of Bid for Zoll Ventilators

Fire Department Staff is requesting a "Waiver of Bid" to purchase four ventilators from Zoll Medical Corporation to replace ventilators that have been in service since 2006.

A replacement program for our 2006 ventilators was started in 2020. One ventilator was purchased in 2020, with four more budgeted in 2021.

Consistency on our ambulances is a must since we have to rotate our medics to different stations.

Thank you for your consideration.

ZOLL

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978 421 9655 (main)
978 421 0025 (fax)
www.zoll.com

February 3, 2021

City of Bentonville
1000 SW 14 Street
Bentonville, AR 72712-6225

Dear Mayor Stephanie Orman :

We appreciate your selection of ZOLL® products City of Bentonville. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of the ZVent Portable ventilator. ZOLL® or Ken Shrum, Territory Manager, will not sell the ZVent Portable Ventilator to City of Bentonville through any vendor or dealer.

The ZVent Portable ventilator includes the following features/specifications:

- Perform for 10 full hours on 1 charge
- Built in Rapid Charge to 90% in 2 hours if battery is completely depleted
- Oxygen Consumed Display
- Integral SpO2
- Smart Help Display
- Plethysmograph Waveform
- Altitude Compensation from -2000ft to +25,000ft
- Operation Temp Range -13 to 120deg F
- Total Weight 9.5lbs
- 11. Integrated Dove Tail Mount for easy on/off and the ability to secure the vent to multiple mounting solutions.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9657.

Sincerely,

[redacted]

Nancy Branco
Contract Specialist

ZOLL

TO: **City of Bentonville**
1000 SW 14th Street
Bentonville, AR 72712-6225

Attn: **ASHLEY LONG**

Tel: 479-271-3116

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION **371335 V:2**

DATE: January 28, 2021

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
1	8660-001401-01	**ZVent Portable Ventilator.** Kit Consisting of: 1ea- Circuit, Vent, Single Limb, WYE, Adult/Pedi 1ea- Circuit, Vent, Single Limb, WYE, Infant 1ea- Assembly Oxygen Hose 6" Long 2ea - Filter, Foam, Inlet, 1.08" dia. X 1/2" Long, Individually Bagged 2ea- Filter, Disk, Fresh Gas/Emergency. Air Intake, Individually Bagged 1ea - Power Cord, 6". 18AWG 3 SPT-2, NEMA 5- 15P, IEC60320-C5 (Check MFR) 1ea- 1 ea -Power Supply, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L Plugs	4	$17,495.00	$13,200.00	$52,800.00	*
2	820-0106-15	Adult Disposable Circuit,Disposable Circuit, EMV+, AEV, Eagle II, 6 foot length, Single patient use, (case of 15)	4	$224.25	$190.62	$762.48	*

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Erik Skoog
Vent Territory Manager

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

ZOLL

TO: **Bentonville Fire Department**
800 SW A Street
Bentonville, AR 72712-6225

Attn: **Curtis Sharp**

Tel: 479-271-3151

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 371335 V:2

DATE: January 28, 2021

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
3	SC-731-PM-4Y	PM Only, 4 Years, Battery Replacement. Includes: Annual preventive maintenance, 24/7 Telephone support, general software updates, CPT, filter replacement, and minimum service fee waived. Shipping and use of a Service Loaner during preventive maintenance, no charge shipping. Includes battery replacement during 4-year PM.	4	$2,380.00	$1,885.00	$7,540.00
4		**Estimated Ground Shipping:**				$384.00
5		**Estimated tax at 9.5%:**				$5,804.74
		***Reflects Discount Pricing.**				

TOTAL **$67,291.22**

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSHTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Erik Skoog
Vent Territory Manager

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

269 Mill Road
Chelmsford, Massachusetts 01824-4105
978 421 9655 (main)
978 421 0025 (fax)
www.zoll.com

February 1, 2021

Dear customer,

Thank you for being a loyal and valued customer of ZOLL Medical Corporation.

We work hard every day to earn your business by providing innovative, high-quality products as well as industry-leading service and support. To achieve this, each year we make significant investments in clinical research, product quality, new product development, service, and technical support.

This letter is to inform you that we will be implementing a modest increase to the list prices for select products effective April 1, 2021. The table below lists the included product categories.

Product description / category	List price Increase % Effective April 1, 2021
R Series® and X Series® Monitor/Defibrillators (excludes X Series Advanced)	**3%**
ResQCPR® System	**3%**
AutoPulse® Automated CPR	**3%**
Z Vent® Transport Ventilator	**3%**
EMS/Fire RescueNet® CaseReview Software	**3%**
Accessories and consumables associated with the above devices	**3%**

Please note that if you currently purchase these products via a GPO agreement or a local LOC (letter of commitment), this list price increase will not affect your currently contracted pricing. Your pricing will not change until your contract expires.

For any inquiries, please contact your local ZOLL sales representative or our Customer Service Department at 800-348-9011.

Thank you for being a valued customer. We appreciate your continued confidence in ZOLL's products and look forward to continuing to serve your needs.

Sincerely,

[redacted]

Deb Leahy
Vice President of Marketing

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE PORTABLE VENTILATORS AND ASSOCIATED EQUIPMENT FOR THE CITY OF BENTONVILLE FIRE 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 purchase ZVent portable ventilators with all accessories from Zoll Medical Corporation, as set forth in the attached Exhibit A.

Section 2: Because these will replace ventilators that have been in service since 2006 and because of the need for consistency between equipment on all ambulances, and because this vendor is the sole source for this type of ventilator in the area, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance approving a Waiver of bid to purchase a Lifepak 15 from Stryker Medical in the amount of $38,224.04 including taxes. Styker Medical is the sole source vendor for Physio Control Lifepak 15 heart monitors. This purchase will replace a Lifepak 12 that has reached its life expectancy, and Styker will give us $3,000.00 trade-in for the monitor.

Estimated Cost	**38,224.04**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Waiver of Bid Request

Date of City Council Meeting	**2/23/2021**
Department	**Fire**
Submitted by	**Brent Boydston**
Phone	**(479) 271-5927**

Vendor	**Stryker Medical**
Total Cost	**$ 38,244.04**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Physio Control Lifepak 15 heart monitor. This purchase will replace a Lifepak 12 that has reached it's life expectancy, and Styker will give us $3,000.00 trade-in for the monitor.

Justification *(Enter justification in space below):*

Physio control heart monitors are the monitors the Bentonville Fire Department has used since the ambulance service went Advanced Life Support (ALS). Purchasing this Lifepak 15 will keep all monitors the same in the Fire Department. Consistency on the ambulances is a must, due to the Paramedics filling in at multiple stations. Stryker Medical is the sole source provider of Physio Control heart monitors.

Inter-office Memorandum

To: Mayor Orman and City Council

From: Brent Boydston, Fire Chief

CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager, Jake Harper, Finance Director

Date: February 23, 2021

Re: Waiver of Bid for Lifepak 15

Physio control heart monitors are the monitors the Bentonville Fire Department has used since the ambulance service went Advanced Life Support (ALS). Purchasing this Lifepak 15 will keep all monitors the same in the Fire Department.

Consistency on the ambulances is a must, due to the Paramedics filling in at multiple stations. Stryker Medical is the sole source provider of Physio Control heart monitors.

This is a budgeted item in 2021.

Thank you for your consideration.

stryker

February 18, 2021

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- TrueCPR™ coaching devices
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI℠ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs
- HealthEMS® Software
- HomeSolutions.NET® Software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- Heart Safe Solution℠ Government Campus Solution
- MultiTech 4G and Titan III gateways

Stryker is also the sole-source distributor of the following products for EMS customers in the U.S. and Canadian markets:

- McGRATH™ MAC EMS video laryngoscope
- McGRATH MAC disposable laryngoscope blades
- McGRATH X Blade™

Stryker does not authorize any third-parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

[redacted]

Matt Van Der Wende, Senior Director, Americas Sales

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GDR 3321967_L

Emergency Care
11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

Purchase Order Form

stryker

Account Manager	Logan Cruse	**Purchase Order Date**	1/29/21
Cell Phone	501-920-8824	**Expected Delivery Date**	ASAP
		Stryker Quote Number	10239255
		Customer PO Number (if available)	

Bill To	Customer #	1298187
Company Name	City of Bentonville	
Contact or Department	Ashley Long	
Street Address	1000 SW 14th Street	
Addt'l Address Line		
City, ST ZIP	Bentonville, AR 72712	
Phone	479-271-3116	

Authorized Customer Initials _____

Ship To / End User	Customer #	1298188
Company Name	Bentonville Fire Dept	
Contact or Department	Curtis Sharp	
Street Address	800 SW A St	
Addt'l Address Line		
City, ST ZIP	Bentonville, AR 72712	
Phone	479-271-3151	

Authorized Customer Initials _____

Deliver To	Customer #	1298188
Company Name	Bentonville Fire Dept	
Contact or Department	Curtis Sharp	
Street Address	800 SW A St	
Addt'l Address Line		
City, ST ZIP	Bentonville, AR 72712	
Phone	479-271-3151	

Authorized Customer Initials _____

Description		Quantity	Total
Reference Quote:	10239255	1	$ 38,224.04
		Total	$ 38,224.04

Accounts Payable Contact Information

Name: Ashley Long

Email: along@bentonvillear.com

Phone: 479-271-3116

Authorized Customer Signature

Name: _____

Title: _____

Signature: _____

Date: _____

Attachment: **Stryker Quote Number** 10239255

Stryker Terms and Conditions

www.strykeremergencycare.com/terms

stryker

Bentonville FD LP15

Quote Number: 10239255

Version: 1

Prepared For: BENTONVILLE FIRE DEPT

Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Logan Cruse

Email: logan.cruse@stryker.com

Phone Number:

Quote Date: 02/10/2021

Expiration Date: 05/11/2021

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	BENTONVILLE FIRE DEPT	Name:	BENTONVILLE FIRE DEPT	Name:	CITY OF BENTONVILLE
Account #:	1298188	Account #:	1298188	Account #:	1298187
Address:	800 SW A ST	Address:	800 SW A ST	Address:	117 W CENTRAL AVE
	BENTONVILLE		BENTONVILLE		BENTONVILLE
	Arkansas 72712-6225		Arkansas 72712-6225		Arkansas 72712-5256

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99577-001588	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, SpMet, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD(26500-003612) per order	1	$34,359.13	$34,359.13
2.0	41577-000288	Ship Kit -QUIK-COMBO Therapy Cable; 2 rolls100mm Paper; RC-4, Patient Cable, 4ft.; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	1	$0.00	$0.00
3.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	4	$340.86	$1,363.44
4.0	11141-000115	REDI-CHARGE Base (power cord not included)	1	$1,107.45	$1,107.45
5.0	11140-000052	LP15 REDI-CHARGE Adapter Tray	1	$150.42	$150.42
6.0	11140-000015	AC power cord	1	$57.27	$57.27
7.0	11171-000049	Masimo™Rainbow™ DCI Adult Reusable Sp02, SpC0, SpMet Sensor, 3 FT. For use with RC Patient Cable.	1	$441.60	$441.60
8.0	11160-000011	NIBP Cuff-Reusable, Infant	1	$15.87	$15.87
9.0	11160-000013	NIBP Cuff-Reusable, Child	1	$17.94	$17.94
10.0	11160-000017	NIBP Cuff -Reusable, Large Adult	1	$24.84	$24.84
11.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	1	$35.19	$35.19
12.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	1	$232.53	$232.53
13.0	11220-000028	LIFEPAK 15 Carry case top pouch	1	$42.09	$42.09
14.0	11260-000039	LIFEPAK 15 Carry case back pouch	1	$60.03	$60.03
			Equipment Total:		$37,907.80

PENDING APPROVAL

stryker

Bentonville FD LP15

Quote Number: 10239255
Version: 1
Prepared For: BENTONVILLE FIRE DEPT
Attn:

Remit to: **Stryker Medical**
P.O. Box 93308
Chicago, IL 60673-3308
Rep: Logan Cruse
Email: logan.cruse@stryker.com
Phone Number:

Quote Date: 02/10/2021
Expiration Date: 05/11/2021

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
50994-000107	Trade in of LIFEPAK 12 Biphasic 3 features towards the purchase of a Stryker device	1	-$3,000.00	-$3,000.00

Price Totals:

Estimated Sales Tax (9.500%):	$3,316.24
Freight/Shipping:	$0.00
Grand Total:	$38,224.04

Comments:

NASPO OK-SW-300

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

PENDING APPROVAL

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO PURCHASE A LIFEPAK 15 HEART MONITOR FROM STRYKER MEDICAL FOR THE CITY OF BENTONVILLE FIRE 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 purchase a Lifepak 15 heart monitor for the Bentonville Fire Department from Stryker Medical as set forth in the attached Exhibit A and are further authorized to trade the surplus Lifepak 12 heart monitor toward that purchase.

Section 2: Because this is a sole source item for this type of heart monitor which is in use in other Bentonville ambulances, and because it is the type of monitor with which the emergency personnel are trained and experienced, and because of the need for consistency of monitors between the various ambulances, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696.0204**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance for a waiver of bid to enter into a contract with Challenger Sports as the Parks and Recreation Department's Camp Soccer program provider for 2021 soccer camps. The intial contract term will be one year, renewable annually for a maximum term of three years. Proposals were requested through a formal Request for Proposals (RFP) process (RFP-21-03). Two submissions were received in response to the RFP; a Selection Committee evaluated the submissions and selected Challenger Sports as the highest rated submitter based on their proposed camp programs, offerings to camp participants and past performance with the City.

Estimated Cost	**$36,990**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Waiver of Bid Request

Date of City Council Meeting	**2/23/2021**
Department	**Bentonville Parks and Recreation**
Submitted by	**Josh Stacey**
Phone	**(479) 696.0204**

Vendor	**Challenger Sports Co.**
Total Cost	**$36,990**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Bentonville Parks and Recreation offers youth camp programs for the community. One of the most popular camps is Camp Soccer. The Camp Soccer services provided by Challenger will include bringing in coaches from all over the world to instruct and lead the program, as well as Challenger providing a soccer ball, shirt, jersey, poster, and player evaluations to each camper. Challenger will also attend one or more youth soccer league dates and promotes the camps to the participants.

Justification *(Enter justification in space below):*

Due to the specialized nature of work and professional skills required to provide camp soccer services, it is not feasible or practicable to competitively bid these services. The Request for Proposals (RFP) process was used to competitively solicit proposals for a Camp Soccer program provider (RFP-21-03). Two submissions were received; a Selection Committee evaluated the submissions and selected Challenger Sports as the highest rated submitter based on their proposed camp programs, offerings to camp participants and past performance with the City.

Memo

To:	City Council, Mayor Orman
From:	Josh Stacey, Recreation Services Manager
Through:	David Wright, Parks and Recreation Director
Date:	February 10, 2021
Re:	Challenger Sports Co.- Camp Soccer Provider

Bid waiver in the amount of $36,990 to Challenger Sports Co. (Challenger) for the service of providing soccer camp services for Bentonville Parks and Recreation.

Bentonville Parks and Recreation utilizes a professional camp provider to offer soccer camp programs for the community. Challenger Sports Co. was chosen through an RFP process based on previous experience, price, and quality of services.

The agreement attached, allows Bentonville Parks and Recreation to enter into a contract with Challenger Sports Co. for the service of providing camp soccer programs. Due to the demand and number of soccer participants in this program, Challenger is anticipated to be paid more than $20,000. Bentonville Parks and Recreation is anticipating Challenger paying $36,990 for this service. This expense is fully recouped through registration fees for this program and is a budgeted item.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SERVICE CONTRACT: RFP-21-03-Camp Soccer

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Challenger Sports, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. **DESCRIPTION.** This Contract has been awarded to Contractor as a result of Contractor's Proposal, attached hereto as **Exhibit A (Proposal) and Exhibit B (Final Price Negotiated)**, submitted to the City's solicitation, Request for Proposals(RFP)-21-03-Camp Soccer, attached hereto as **Exhibit C**. The services shall consist of providing the Camp Soccer services, as described herein and all attached exhibits.

2. **PRIMARY CONTACTS.** The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Recreation Manager, or his designated assignee.

3. **CONTRACT TERM.** The term for this Contract shall be one (1) year, commencing on **February (month)____(day), 2021, and ending on February (month)_____(day),2022.** The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term not to exceed three (3) years.

4. **PROCEDURES.** The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

5. **FEES, EXPENSES, AND SCHEDULE.** The City agrees to pay Contractor based upon the per participant payment to Challenger, as outlined in **Exhibit B.** Exact camps, times, and camp prices will be determined between Contractor and the City, the City shall have the final determination.

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

6. **METHOD WORK.** The services and work under this Contract shall be performed as described herein and all attached exhibits, and as is industry standard when performing professional camp soccer programming services.

   a. All Contractor's employees or agents, and anyone performing services under this Contract on-site are required to pass a mandatory background check prior to participating in the camps.

7. **ADDITIONAL SERVICES.** Any service outside of the services stated herein and in the exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and City purchasing procedures prior to any additional work proceeding.

8. **INVOICING.** Contractor shall submit invoices to the City's Contact upon completion of each camp for approval. Contractor will be paid only for participants whom actually attend camp.

9. **PAYMENT.**

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

   b. **Service Failure.** In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

10. 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.

11. TERMINATION (GENERAL): Either party may terminate this Contract for any reason with thirty (30) days written notice.

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

13. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

14. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or personnel. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

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

harmless from liability based on the City's negligence.

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

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

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

19. INDEPENDENT CONTRACTOR. Contractor and any of Contractor's employees are independent contractors and are not an agent or employee of City.

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

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

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

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

24. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this _____(day) of _____(month), 2021.

CITY OF BENTONVILLE, ARKANSAS

By: _____.

Stephanie Orman, Mayor

By: _____

Name(printed):_____

Title:_____

Challenger Sports

Address:_____

_____

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT A

Challenger Sports Proposal Submitted to RFP-21-03

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVENUE
BENTONVILLE, ARKANSAS 72712
RFP-21-03

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	RFP-21-03	Date of Issuance:	JANUARY 10,2021
Brief Description:	The City of Bentonville is accepting formal, sealed Proposals for a Camp Soccer Provider		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	JANUARY 27, 2021	Proposal Submission Deadline: (Time)	2:00 P.M.

Proposals must be received by the Purchasing Office prior to 2:00 P.M., January 27, 2021. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Attn: Purchasing Office 117 West Central Avenue Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: RFP-21-03 • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	(1) One signed original and one (1) digital copy in the form of a CD or USB storage device for a total of two (2) copies of the Proposal are to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals and copies will be considered an incomplete submission and may be rejected. Digital copies may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	City Hall 117 West Central Ave. Bentonville, AR 72712

Questions regarding this Proposal should be directed solely to the Purchasing Office via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is January 21, 2020 at 4:30 P.M.

EXECUTION OF PROPOSAL

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. ***Unsigned Proposals will be rejected without exception.***

NAME OF FIRM: CHALLENGER SPORTS	PHONE NUMBER: 913 568 6043	FAX NUMBER: 913 599 2928	EMAIL: maurye@challengersports.com
BUSINESS STREET ADDRESS: 8263 PUNT ST	CITY: LENEXA	STATE: KS	ZIP: 66214
SIGNATURE OF AUTHORIZED PER [redacted]		DATE: 1/22/21	
PRINTED OR TYPED NAME: MA		TITLE: REGIONAL DIRECTOR.	
ARKANSAS SALES OR USE TAX NUMBER: 74-2852234		STATE CONTRACTORS LICENSE NUMBER:	GEN 21-23109

[This space has been intentionally left blank]

25. Evaluation and Award

A Selection Committee will evaluate the Proposals based on the criteria outlined below, with assigned point values totaling 100% (one hundred percent). Additional information may be requested from the three Proposers deemed to be the most highly qualified to provide the services required. A contract will be negotiated with the Proposer ranked the most qualified by the selection committee. If the selection committee is unable to negotiate a satisfactory contract with the top ranked Proposer, negotiations with that Proposer shall be terminated, and negotiations shall begin with the next highest ranked Proposer.

1. **QUALIFICATIONS:** Qualifications in relation to the position of Camp Soccer Professional Contractor Services. Information reflecting qualifications of the Proposer. Indicate specialized experience of the Proposer in connection with the job of Camp Soccer Professional.	20%
2. **EXPERIENCE, COMPETENCE AND CAPACITY:** Experience, competence and capacity for performance of the work described herein. Information reflecting the names and qualifications (including experience) of the major personnel who will be employed by the Proposer to provide this service.	20%
3. **PROPOSED WORK METHOD & DISPLAY:** Proposed method of providing Camp Soccer Professional Contractor services. Proposed Camp Soccer programs plan including, but not limited to: camp offerings, structure of camps, specific camp objectives, times and days, included participant equipment, supplies and coach to camper ratio for 300+/- participants. Proposer should indicate how they would set up before mentioned programs, including scheduling and prices to be charged.	25%
4. **PAST PERFORMANCE:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with other employers will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar jobs performed and a contact person for each job with contact information.	20%
5. **PRICE:** Proposed fee the Camp Soccer Professional will charge the City of Bentonville by camp, on a per camper basis. The City of Bentonville expects the awarded Proposer to pay/remit all applicable taxes.	15%

CHALLENGER SPORTS REQUIRED RESPONSE FOR SOCCER CAMP PROPOSAL

RFP-21-03

1) **QUALIFICATIONS**: Challenger Sports is the largest soccer camp operator in the US and Canada, annually coaching over 100,000 young players. Challenger Sports has been integral in the growth of soccer in North America for the last 30 years. We have specifically enjoyed a tremendous relationship with BPR across many years, successfully providing thousands of Bentonville area youth with fun and challenging camp experiences. The International theme of our programming exposes area youth to outstanding role models from different countries, providing a unique educational opportunity, supported by our NAIA partnership to encourage respect, responsibility, sportsmanship, leadership and integrity through sports.

2) **EXPERIENCE, COMPETENCE AND CAPACITY**: Challenger Sports has developed and refined its camp curriculum and programming to cater for children of all ages and abilities. Having the flexibility to provide specialist staff to work with 3-4 year old first time players; experienced competitive players, or specialist GK training, make us unique due to the number and type of staff resources. We have the ability to send the correct number of qualified coaches, regardless of how many players are registered for any given camp week.
   For 2021, the plan is to recruit and train staff from both the UK and US. At this early stage, we don't know names/details of specific camps coaches. All our summer camp staff:
   - Must possess minimum qualifications of FA/Challenger coaching license.
   - Undergo initial interview, training days and orientation at national training weekend over Easter in the UK or regionally for US based staff.
   - Undergo ministry safes sexual abuse training
   - Pass Police background check
   - Provide references with initial application
   - Undergo extensive COVID-19 procedures, protocols and safety training *

   * A copy of our 2021 COVID safety protocols will be provided to BPR spring 2021.

3) **PROPOSED WORK METHOD & DISPLAY**: Your full time Challenger Contact will be Mike Parry, Challenger Sports' most experienced and senior regional director with over 20 years experience managing camps. He will manage the summer staff and appoint a senior coach to direct each camp week.
   All coaching staff will be provided with uniform and all coaching equipment required to deliver our camp curriculum.

Proposed camp programs/sessions/pricing for 2021 (same as the 2020 contract we had in place) - Program type and sessions offered are flexible, these are based on previous successful camps hosted by BPR in conjunction with Challenger Sports.

- BPR can add whatever $ amount to the Challenger price they deem appropriate. The below pricing reflects the fees BPR added for 2020 programs.
- BPR can choose the camp dates for 2021. Available dates to choose from range from June through August. Suggested 2021 dates based on previous years would be: Week 1 = June 21-15; Week 2 = July 19-23

Week 1	Times	Ages	Price	p/p to Challenger	p/p to Brentville
TinyTykes - Cubs	8:00am-9:00am	3-4 yrs	$115	$95	$20
TinyTykes - Lions	8:00am-9:00am	4-5 yrs	$115	$95	$20
Half Day	9:00am-12:00pm	6-16 yrs	$160	$140	$20
TinyTykes	5:30pm-6:30pm	3-5 yrs	$115	$95	$20
Half Day	5:30pm-8:30pm	6-16 yrs	$160	$140	$20
NEXT LEVEL	8:00am-3:00pm	10-18 yrs	$260	$220	$40

Week 2	Times	Ages	Price	p/p to Challenger	p/p to Brentville
TinyTykes - Cubs	8:00am-9:00am	3-4 yrs	$115	$95	$20
TinyTykes - Lions	8:00am-9:00am	4-5 yrs	$115	$95	$20
Half Day	9:00am-12:00pm	6-16 yrs	$160	$140	$20
GK Icon	9:00am-12:00pm	6-10 yrs	$190	$168	$22
GK Icon	5:30pm-8:30pm	11-18 yrs	$190	$168	$22
NEXT LEVEL	9:00am-12:00pm	10-18 yrs	$190	$168	$22

The above proposed programming is for the Challenger Sports 'International Soccer Camp.
The TinyTykes program will provide 3-5 year olds with fundamental soccer activities, games, and stories, designed to develop technical skills along with physical and social development. Ratios of 1 coach up to 10 players.
The Half Day Camp for 6-16 year olds is our most popular program and will provide 3 hours of skill development each day, ending in a World Cup style tournament each day. Ratios of 1 coach up to 14 players.
The Next Level Camp has been developed for competitive players (10-18 yrs) who require a more demanding camp program that will allow them to work intensively on these skills and that will help them grow technically, tactically, physically, and psychologically. Ratios of 1 coach up to 14 players.
The GK Icon camp is a specialist program focused on the development of goalkeepers and those interested in goalkeeping. Offered to young and developing goalkeepers aged 6–18. Ratios of 1 coach up to 14 players.

Each camper receives:

Soccer ball; Replica jersey; T-shirt; poster and player evaluation/certificate of completion - Challenger Sports will ship the player equipment to BPR for all registered campers 7 days out from camp, sending extra for late sign ups.

Challenger Sports will look to attend a spring game day to promote the camp and solicit camp registrations. **Any player that registers on the day, will receive a free gift as an extra incentive.** Note - this has historically generated apx 100 camp signs ups on the day.

4) **PAST PERFORMANCE:** Challenger Sports has provided summer camps for BPR that have ranged from 100-200 players per week, always sending the correct number of suitable and qualified staff. Each team of coaches is led by the 'camp director' an experienced person that can manage staff, interact with parents, deal with any issues and liaise with BPR staff to facilitate and execute a successful camp week.
Feel free to contact the below recreation/city organizations for feedback on their experiences.

Lincoln Family YMCA & Spirit SC
Claire Cantwell, ccantwell@ymcalincoln.org or 402-434-9216

Webster Groves Parks & Recreation
James Boyd, boydj@webstergroves.org or 314-963-5600

Olivette Parks & Recreation
Don Lachance, dlachance@olivettemo.com or 314-994-2401

5) **PRICE**: Camp pricing is listed above (section 3), along with suggested programing schedule.
1 camp scholarship is provided for each camp week - BPR to award as they see fit.
Coaches will either stay with host families or be placed in a hotel for the week. If a family houses a coach, they receive a voucher for $80 to redeem at www.challengersports.com
Note: Challenger Sports responsible for coach accommodations and any associated fees.

2021 CHALLENGER INTERNATIONAL SOCCER CAMP AGREEMENT

The agreement made this_____ day of _____, 2021 between CHALLENGER SPORTS CORP or its assignees, a corporation organized and existing under the laws of the State of Kansas, located at 8263 Flint, Lenexa, KS 66214 and herein referred to as "Challenger International Soccer Camps" and:

_____ _____ herein referred to as "The Client"
Organization Name City & State

WHEREAS:

1.0 **Conditions:** "Challenger International Soccer Camps" agrees that it will conduct and maintain an instructional soccer camp in accordance with the following:

- **Coaches will hold the minimum of a FA licence or a USSF licence or a Challenger International Soccer Camp certification.**
- There will be at least one qualified coach for each coaching group (10-14) of campers.
- Each camp shall include five daily sessions Monday through Friday or other as specified. Sessions shall run for one hour, three hours and six hours.

1.1 Term of Agreement

Week 1	Times	Ages	Price	p/p to Challenger	p/p to Referral
TinyTykes - Cubs	8:00am-9:00am	3-4 yrs	$115	$95	$20
TinyTykes - Lions	8:00am-9:00am	4-5 yrs	$115	$95	$20
Half Day	9:00am-12:00pm	6-16 yrs	$160	$140	$20
TinyTykes	5:30pm-6:30pm	3-5 yrs	$115	$95	$20

Half Day	5:30pm-8:30pm	6-16 yrs	$160	$140	$20
NEXT LEVEL	8:00am-3:00pm	10-18 yrs	$260	$220	$40

Week 2	Times	Ages	Price	p/p to Challenger	p/p to Tennerville
TinyTykes - Cubs	8:00am-9:00am	3-4 yrs	$115	$95	$20
TinyTykes - Lions	8:00am-9:00am	4-5 yrs	$115	$95	$20
Half Day	9:00am-12:00pm	6-16 yrs	$160	$140	$20
GK Icon	9:00am-12:00pm	6-10 yrs	$190	$168	$22
GK Icon	5:30pm-8:30pm	11-18 yrs	$190	$168	$22
NEXT LEVEL	9:00am-12:00pm	10-18 yrs	$190	$168	$22

1.2 Provisions: "Challenger International Soccer Camps" shall provide the following to the Client:

- One coaches clinic/special coaching session per week of camp, two hours in length, at no charge to "The Client" during camp week.
- A certificate of general liability coverage to all camps.
- Promotional literature, posters and operational and marketing support for your selected program.
- A hand stitched soccer ball and T-shirt to each camper who registers for camp.
- Replica Soccer jersey to all campers who register at the spring promo day.
- The Camp Ambassador will receive a free camp scholarship and free replica jersey.
- All host families will receive a rebate of $80 towards the cost of their camp fees. Challenger Sports responsible for securing host families. "The client" to assist in this process, forwarding host family opportunity information to their members if required.

2.0 Conditions accepted by the "The Client":

- To provide an outdoor soccer field or training area which are deemed safe and suitable for instructional purposes. Approximate requirements, one field per 30 campers.
- Provide an Ambassador who shall be the local camp administrator and liaison between "Challenger International Soccer Camps." and "The Client".
- Be responsible for the administration of camp applications and payments.
- Ten (10) days prior to camp "The Client"' shall provide "Challenger International Soccer Camps", the number of camper registrations. **The number of coaches assigned will be based on this number.** Additional campers may be enrolled after this date subject to availability of coaches.

- **2.1 Non Solicitation:** "The Client" agrees that it will not solicit the services of any member of the "Challenger International Soccer Camps" Coaching staff for employment independent of "Challenger International Soccer Camps."

Camp Week	Week of Choice	Camp Week	Week of Choice	Camp Week	Week of Choice
May 24 - May 28		June 28 – July 2		Aug23 - Aug 67	
May 31 - June 4		July 5 - July 9		Aug 9 - Aug 13	
June 7 - June 11		July 12 – July 16		Aug 17 - Aug 21	
June 14 - June 18		July 19 – July 23			
June 21 - June 25		July 26 – July 30			

PLEASE PRINT: Name of Authorized officer for sponsoring organization: _____

Address: _____ City: _____ St: _____ Zip: _____

Daytime tel: ( ) _____ Eve: ( ) _____ Email: _____

_____ Date _____

Signature of authorized officer of operating organization

_____ Date _____

Signature of Challenger International Soccer Camp Officer

Client#: 58985 CHASPOPC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/21/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Holmes Murphy-Kansas City
1828 Walnut Street Suite 701
Property Casualty/MM-KC
Kansas City, MO 64108

CONTACT NAME: Darla Mose CRIS CRM CIC CISR
PHONE (A/C, No, Ext): 816 857-7816 FAX (A/C, No):
E-MAIL ADDRESS: dmose@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Technology Insurance Company	42376
INSURER C : National Casualty Company	11991
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Challenger Sports Corp
8263 Flint St
Lenexa, KS 66214

EXAMPLE

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		KKS7746300	01/01/2019	01/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
C	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		KKO7746200	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $0			XKS7746400	01/01/2019	01/01/2020	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3767540	01/01/2019	01/01/2020	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Sexual Abuse and Molestation			KKS7746300	01/01/2019	01/01/2020	$1,000,000 $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured includes: Challenger Sports Corp; Camsie Leasing, LLC; SMG Enterprices, LLC dba Challenger Sports Canada; SMG Enterprises, LLC dba Challenger Sports Teamwear, LLC; SMG Enterprises, LLC dba Complete Players Program, LLC; SMG Enterprises, LLC dba SoccerPlus Camps, Inc.; SMG Enterprises, LLC dba Tetra Brazil Soccer, LLC.
Sunflower Bank is an Additional Insured with respect to General Liability and Auto Liablity as required by written contract with the insured per policy terms and conditions. Auto Liability is Symbol 1.

CERTIFICATE HOLDER
Sunflower Bank NA
PO Box 800
Salina, KS 67402

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.

[redacted]

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CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT B

Challenger Sports Negotiated/Final Pricing for Camp Soccer Services

CHALLENGER SPORTS REQUIRED RESPONSE FOR SOCCER CAMP PROPOSAL

RFP-21-03

1) **QUALIFICATIONS**: Challenger Sports is the largest soccer camp operator in the US and Canada, annually coaching over 100,000 young players. Challenger Sports has been integral in the growth of soccer in North America for the last 30 years. We have specifically enjoyed a tremendous relationship with BPR across many years, successfully providing thousands of Bentonville area youth with fun and challenging camp experiences. The International theme of our programming exposes area youth to outstanding role models from different countries, providing a unique educational opportunity, supported by our NAIA partnership to encourage respect, responsibility, sportsmanship, leadership and integrity through sports.

2) **EXPERIENCE, COMPETENCE AND CAPACITY**: Challenger Sports has developed and refined its camp curriculum and programming to cater for children of all ages and abilities. Having the flexibility to provide specialist staff to work with 3-4 year old first time players; experienced competitive players, or specialist GK training, make us unique due to the number and type of staff resources. We have the ability to send the correct number of qualified coaches, regardless of how many players are registered for any given camp week.
   For 2021, the plan is to recruit and train staff from both the UK and US. At this early stage, we don't know names/details of specific camps coaches. All our summer camp staff:
   - Must possess minimum qualifications of FA/Challenger coaching license.
   - Undergo initial interview, training days and orientation at national training weekend over Easter in the UK or regionally for US based staff.
   - Undergo ministry safes sexual abuse training
   - Pass Police background check
   - Provide references with initial application
   - Undergo extensive COVID-19 procedures, protocols and safety training *

   * A copy of our 2021 COVID safety protocols will be provided to BPR spring 2021.

3) **PROPOSED WORK METHOD & DISPLAY**: Your full time Challenger Contact will be Mike Parry, Challenger Sports' most experienced and senior regional director with over 20 years experience managing camps. He will manage the summer staff and appoint a senior coach to direct each camp week.
   All coaching staff will be provided with uniform and all coaching equipment required to deliver our camp curriculum.

Proposed camp programs/sessions/pricing for 2021 (same as the 2020 contract we had in place) - Program type and sessions offered are flexible, these are based on previous successful camps hosted by BPR in conjunction with Challenger Sports.

- BPR can add whatever $ amount to the Challenger price they deem appropriate. The below pricing reflects the fees BPR added for 2020 programs.
- BPR can choose the camp dates for 2021. Available dates to choose from range from June through August. Suggested 2021 dates based on previous years would be: Week 1 = June 21-15; Week 2 = July 19-23

Week 1	Times	Ages	Price	p/p to Challenger	p/p to Bentonville
TinyTykes - Cubs	8:00am-9:00am	3-4 yrs	$115	$90	$25
TinyTykes - Lions	8:00am-9:00am	4-5 yrs	$115	$90	$25
Half Day	9:00am-12:00pm	6-16 yrs	$160	$135	$25
TinyTykes	5:30pm-6:30pm	3-5 yrs	$115	$90	$25
Half Day	5:30pm-8:30pm	6-16 yrs	$160	$135	$25
NEXT LEVEL	8:00am-3:00pm	10-18 yrs	$260	$215	$45

Week 2	Times	Ages	Price	p/p to Challenger	p/p to Bentonville
TinyTykes - Cubs	8:00am-9:00am	3-4 yrs	$115	$90	$25
TinyTykes - Lions	8:00am-9:00am	4-5 yrs	$115	$90	$25
Half Day	9:00am-12:00pm	6-16 yrs	$160	$135	$25
GK Icon	9:00am-12:00pm	6-10 yrs	$190	$163	$27
GK Icon	5:30pm-8:30pm	11-18 yrs	$190	$163	$27
NEXT LEVEL	9:00am-12:00pm	10-18 yrs	$190	$163	$27

The above proposed programming is for the Challenger Sports 'International Soccer Camp.
The TinyTykes program will provide 3-5 year olds with fundamental soccer activities, games, and stories, designed to develop technical skills along with physical and social development. Ratios of 1 coach up to 10 players.
The Half Day Camp for 6-16 year olds is our most popular program and will provide 3 hours of skill development each day, ending in a World Cup style tournament each day. Ratios of 1 coach up to 14 players.
The Next Level Camp has been developed for competitive players (10-18 yrs) who require a more demanding camp program that will allow them to work intensively on these skills and that will help them grow technically, tactically, physically, and psychologically. Ratios of 1 coach up to 14 players.
The GK Icon camp is a specialist program focused on the development of goalkeepers and those interested in goalkeeping. Offered to young and developing goalkeepers aged 6–18. Ratios of 1 coach up to 14 players.

Each camper receives:

Soccer ball; Replica jersey; T-shirt; poster and player evaluation/certificate of completion - Challenger Sports will ship the player equipment to BPR for all registered campers 7 days out from camp, sending extra for late sign ups.

Challenger Sports will look to attend a spring game day to promote the camp and solicit camp registrations. **Any player that registers on the day, will receive a free gift as an extra incentive.** Note - this has historically generated apx 100 camp signs ups on the day.

4) **PAST PERFORMANCE:** Challenger Sports has provided summer camps for BPR that have ranged from 100-200 players per week, always sending the correct number of suitable and qualified staff. Each team of coaches is led by the 'camp director' an experienced person that can manage staff, interact with parents, deal with any issues and liaise with BPR staff to facilitate and execute a successful camp week.
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   James Boyd, boydj@webstergroves.org or 314-963-5600

   Olivette Parks & Recreation
   Don Lachance, dlachance@olivettemo.com or 314-994-2401

5) **PRICE**: Camp pricing is listed above (section 3), along with suggested programing schedule.
   1 camp scholarship is provided for each camp week - BPR to award as they see fit.
   Coaches will either stay with host families or be placed in a hotel for the week. If a family houses a coach, they receive a voucher for $80 to redeem at www.challengersports.com
   Note: Challenger Sports responsible for coach accommodations and any associated fees.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT C

RFP-21-03 Solicitation

CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: January 10, 2021

REQUEST FOR PROPOSALS
CAMP SOCCER PROVIDER
RFP-21-03

The City of Bentonville is accepting formal, sealed Proposals from properly experienced, qualified, licensed/certified (as applicable), insured and capable soccer professionals to provide professional soccer services to the City in association with the Camp Bentonville Soccer Program, for the 2021 soccer seasons. The awarded Contract will be for a one-year term, renewable annually upon mutual written agreement for a maximum term of three-years.

Information on the Request for Proposals and the Response Packet may be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115 or from the Purchasing Office located on the second floor of Old City Hall, located at 117 West Central Avenue, Bentonville, Arkansas 72712. The submission deadline is Wednesday, January 27, 2021 at 2:00 P.M. Late submissions and unsigned submissions will be rejected, without exception; unsealed submissions will not be accepted. Any submission must be mailed or hand delivered to Old City Hall, ATTN: Purchasing (2nd Floor), 117 West Central Avenue Bentonville, AR 72712 with the solicitation number (RFP-21-03) and the submitter's name and address clearly marked on the outer envelope. All submissions must be received by Purchasing prior to the submission deadline, no exceptions.

WWW.BENTONVILLEAR.COM

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVENUE
BENTONVILLE, ARKANSAS 72712
RFP-21-03

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-21-03**	Date of Issuance:	**JANUARY 10,2021**
Brief Description:	The City of Bentonville is accepting formal, sealed Proposals for a Camp Soccer Provider		
Agency:	The City of Bentonville, Parks and Recreation Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**JANUARY 27, 2021**	Proposal Submission Deadline: (Time)	**2:00 P.M.**
Proposals must be received by the Purchasing Office prior to 2:00 P.M., January 27, 2021. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Attn: Purchasing Office 117 West Central Avenue Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: **RFP-21-03** • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	**(1) One signed original and one (1) digital copy** in the form of a CD or USB storage device for a total of two (2) copies of the Proposal are to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals and copies will be considered an incomplete submission and may be rejected. Digital copies may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Gladys Shoemake	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	City Hall 117 West Central Ave. Bentonville, AR 72712
Questions regarding this Proposal should be directed solely to the Purchasing Office via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is January 21 , 2020 at 4:30 P.M.			

EXECUTION OF PROPOSAL

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. *Unsigned Proposals will be rejected without exception.*

NAME OF FIRM:	PHONE NUMBER:	FAX NUMBER:	EMAIL:
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	

ARKANSAS SALES OR USE TAX NUMBER:		STATE CONTRACTORS LICENSE NUMBER:	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVENUE
BENTONVILLE, ARKANSAS 72712

RFP-21-03

Request for Proposal

CAMP SOCCER PROVIDER

The City of Bentonville is now accepting proposals from properly qualified, experienced, insured, and licensed and certified (as applicable) professional soccer service providers to provide professional contractor services in association with the Camp Bentonville Soccer Program.

Proposals will be evaluated by a Selection Committee. Evaluation factors outlined shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer.

Estimated Schedule:

- Publish notice for Request for Proposals: January 10, 2021
- **Deadline for submitting questions (RFIs) to the Purchasing Office: January 21, 2021(4:30 P.M)**
- **Deadline for Proposal submissions: January 27, 2021 (2:00 P.M)**

Note: These services were originally solicited under RFP-20-77. Due to receiving only one response in the original solicitation, with a December 30, 2020 deadline for submissions, the City determined that it was in its best interest to re-solicit in an effort to receive multiple submissions for evaluation.

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 WEST CENTRAL AVENUE
BENTONVILLE, ARKANSAS 72712
RFP-21-03

1. Terms and Conditions

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals by the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
    - **RFP Number:** RFP-21-03
    - **Proposer's Information:** Name and address

    No telephone, electronic, or facsimile Proposals will be considered.
4. Proposers may provide additional supporting documentation pertinent to clarification of the Proposal.

    There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
    - Reject any and all Proposals received as a result of this RFP.
    - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
    - Adopt all or any part of the Proposal.
    - Negotiate changes in the scope of work or services to be provided.
    - Withhold the award of contract.
    - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for

any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.

8. All Proposals and other materials submitted shall become the property of the City.
9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The awarded Proposer shall be awarded the Pyrotechnic Program Provider Contract for a period of one (1) year, renewable annually upon mutual written consent for a total maximum term of three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and in formal, written Amendment.
17. **Insurance:** The awarded Proposer shall provide proof of the following insurance requirements:

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

    The policies of insurance required are as follows:

1) Workers' Compensation:
   a. State: Statutory
   b. Applicable Federal: Statutory
2) Comprehensive or Commercial General Liability: $1,000,000.00 (one million dollars) aggregate

18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Location:** The location shall be determined by the City, inside the City Limits of Bentonville, Arkansas.
21. **Timeline:** The City intends to award the contract prior to February 2021 for the 2021 soccer season(s).

2. Scope of Services

The scope of work for the Camp Soccer services, associated with Camp Bentonville shall include, but is not limited to: structuring of the Camp and Camp offerings, specifying Camp objectives, specifying Camp pricing, scheduling and coordinating Camp times and days, providing participant equipment, providing supplies and staff in an appropriate ratio to the number of campers, set up and take down prior to and after events,

Bentonville Parks and Recreation(BPR) will provide marketing and advertising services to assist in the promotion of all Camp Soccer programming at any public park soccer facility. Ample time and notification must be given to BPR for any and all programming, in order for BPR to market and advertise such programs.

BPR will produce and receive any and all registrations and payments for the Camp Soccer programs conducted at any public park within the City of Bentonville, Arkansas. The awarded Submitter will not be permitted to accept or receive payment, for any Camp Soccer programming, at the City's public parks, unless previously approved by the BPR Director, or his designated assignee.

Any and all programming taking place in the City's public parks must be discussed with and approved by BPR in detail, prior to any such implementation of the programming.

All fees charged to participants for Camp Soccer programming must be approved and set by BPR; this includes any and all programming taking place in City public parks.

22. Investigation

It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

23. Proposer Qualifications

The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary facilities, abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work (as described herein and as is industry standard for commercial pyrotechnic services).

Although product quality is a major consideration, references, service, and past experience, if applicable, will also be considered and part of the Proposal evaluation. The City reserves the right to use any and all information provided in Proposer's Proposal in the evaluation of Proposals for award.

In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

24. Cancellation/Rescheduling

The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to make delivery within the time stated. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

The City reserves the right to postpone or reschedule programs/camps, at any time, to provide for the welfare and safety of the general public, with rescheduled or makeup program/camps dates at an agreed upon time, at no additional expense to the City and at a time acceptable to the City.

[This space has been intentionally left blank]

25. Evaluation and Award

A Selection Committee will evaluate the Proposals based on the criteria outlined below, with assigned point values totaling 100% (one hundred percent). Additional information may be requested from the three Proposers deemed to be the most highly qualified to provide the services required. A contract will be negotiated with the Proposer ranked the most qualified by the selection committee. If the selection committee is unable to negotiate a satisfactory contract with the top ranked Proposer, negotiations with that Proposer shall be terminated, and negotiations shall begin with the next highest ranked Proposer.

1. **QUALIFICATIONS:** Qualifications in relation to the position of Camp Soccer Professional Contractor Services. Information reflecting qualifications of the Proposer. Indicate specialized experience of the Proposer in connection with the job of Camp Soccer Professional.	**20%**
2. **EXPERIENCE, COMPETENCE AND CAPACITY:** Experience, competence and capacity for performance of the work described herein. Information reflecting the names and qualifications (including experience) of the major personnel who will be employed by the Proposer to provide this service.	**20%**
3. **PROPOSED WORK METHOD & DISPLAY:** Proposed method of providing Camp Soccer Professional Contractor services. Proposed Camp Soccer programs plan including, but not limited to: camp offerings, structure of camps, specific camp objectives, times and days, included participant equipment, supplies and coach to camper ratio for 300+/- participants. Proposer should indicate how they would set up before mentioned programs, including scheduling and prices to be charged.	**25%**
4. **PAST PERFORMANCE:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with other employers will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar jobs performed and a contact person for each job with contact information.	**20%**
5. **PRICE:** Proposed fee the Camp Soccer Professional will charge the City of Bentonville by camp, on a per camper basis. The City of Bentonville expects the awarded Proposer to pay/remit all applicable taxes.	**15%**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHALLENGER SPORTS CORPORATION FOR SOCCER CAMP PROGRAMMING FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR 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 Challenger Sports Corporation for providing soccer camp programming for the City of Bentonville Parks and Recreation Department, as per the Memorandum of Understanding attached hereto as Exhibit A.

Section 2: Because of the need for the camp provider to meet the highest standards of camp safety, professional service and age appropriate social and emotional learning, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Parks and Recreation**
Submitted by	**David Wright, Parks and Recreation Director**
Phone	**(479) 271.6813**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Ordinance approving a bid waiver to Downtown Bentonville Inc. and authorizing the Mayor and City Clerk to enter into an agreement for services.

Estimated Cost	**$30,000**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Waiver of Bid Request

Date of City Council Meeting	**2/23/2021**
Department	**Bentonville Parks and Recreation**
Submitted by	**David Wright, Parks and Recreation Director**
Phone	**(479) 271.6813**

Vendor	**Downtown Bentonville, Inc.**
Total Cost	**$30,000**

Description of Purchase *(This should include a detailed description of the type of material, equipment or service that is being requested including make, model, year & options if applicable. Enter details in space below):*

Ordinance for a Waiver of Bid to enter into a contract with Downtown Bentonville, Inc., for event and community based services.

Justification *(Enter justification in space below):*

Agreement is with Downtown Bentonville, Inc. (DBI) for services provided to citizens and visitors of Bentonville. These service include produing major community event that include Farmers Market and First Friday events. DBI is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders and its working knowledge of producing downtown events, it would neither be practical nor feasible to adversise for competive bidding.

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: February 22, 2021

Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc. (DBI). Duration of the agreement is from January 1, 2021 through December 31, 2021. This fee represents a $30,000 annual fee.

This agreement, similar to the agreement of previous years, authorizes DBI to produce and charge fees for family friendly, community based events on / around the Downtown Bentonville Square. These events include Farmers Markets, First Fridays, the Art and Culinary Festival, the Lighting of the Square and the Christmas Parade. While the City will support these events, the contract states the responsibility falls on DBI to plan, promote, produce and evaluate these events annually. In addition to these major events, DBI is responsible for creating and maintaining a public calendar of events held on or / the Square. Finally, DBI staff is required to attend the monthly Traffic, Safety and Signage Committee. This allows for further coordination of events, if necessary.

While this agreement is very similar to agreement of years past, there are a few minor changes. First, we have designated a dollar figure to each event(s) provided by DBI. If for some reason the event cannot occur, we can then determine if the City should withhold payment for said event. The other change is regarding the Lighting of the Square. We changed the wording so that event would emphasize that the Christmas Lights program is an effort of the City Of Bentonville, or Parks and Recreation Department. The program should reflect the City's efforts. While DBI will lead the effort for the public event, they will do so as part of a committee of City Staff and the event will be branded by the City of Bentonville.

As stated, City of Bentonville Staff provides labor and support for each of these community events. For example, Police and Fire are present and attend to emergencies during each public event. Parks and Recreation Staff provides set up and tear down support, as well as trash control during each event. This contribution is significant to our operating budget, so these services are outlined in the agreement.

Staff members from DBI and the City of Bentonville have thoroughly reviewed the agreement. Both parties have expressed they are satisfied with the agreement and believes it lays a solid foundation for a working relationship for these programs and events.

Many City of Bentonville Staff members contributed to this agreement and agenda item. This contract touches Police, Fire, Parks, Planning and Legal. If you have any questions regarding this item, please email me at dwright@bentonvillear.com. If I cannot answer your question(s), I will forward them to the appropriate department.

Attachments:

Request for Bid Waiver
Agreement for Services with Downtown Bentonville, Inc.

AGREEMENT FOR
DOWNTOWN BENTONVILLE, INC.
PROGRAM FOR THE
CITY OF BENTONVILLE, AR

Downtown Bentonville, Inc. (DBI), a not-for-profit entity, shall provide services to the City of Bentonville (City), in exchange for consideration from the City.

This contract outlines the services provided to the City by DBI.

General services will include the development and implementation of strategies and plans for downtown Bentonville and enhancements that will include, but are not limited to, infrastructure, events, marketing, communications, business recruitment and other economic development activities.

Specific services provided by DBI will include:

Event Production, Coordination and Administration

A. Coordinate master public event calendar and coordinate approval process for all public realm events held on or surrounding the Bentonville Square. This role includes ensuring that proposed events comply with existing laws and regulations and meet with the approval of the City, including the Police Department, the Fire Department, the Parks and Recreation Department, the Street Department, the Community Development Department, the Legal Department and any other department that may be impacted.

B. Provide a central contact point (via designated employee) for event coordination. Said employee shall also attend all City of Bentonville Traffic Safety and Signage Committee meetings.

C. Produce and direct the following events for the City of Bentonville on the Bentonville Square:

Saturday Farmers Market Events - April through October;
Year-round farmers market app;
8 Bentonville First Fridays;
the Lighting of the Square; and
the Christmas Parade.

D. The Lighting of the Square Event will be branded the "City of Bentonville Lighting of the Square". DBI will lead an event team that includes members of Parks and Recreation Staff, Police and other City Staff to produce event highlighting the Holiday Lights as an attraction and promoting local Downtown Bentonville merchants.

E. In addition to these major activities, DBI will also continue to look for means to attract people into the downtown area of Bentonville.

Event Assurances

In order for the City of Bentonville's Departments to adequately provide assistance and support to DBI public events, DBI shall comply with the following policies:

A. In addition to the required Traffic Safety and Signage Committee approvals, DBI will provide Bentonville Parks and Recreation, or the appropriate City department, detailed logistical information a minimum of two weeks prior to each event. This information should include, but not limited to, beginning and ending times for said program(s).

B. City support staff, when needed, will remain on site a maximum of one hour after the scheduled end time (two hours for First Friday events). If time exceeds scheduled end time, DBI is responsible to return public site to normal operating conditions: free of trash, debris, compost and other like materials.

C. DBI is required to bring the public site back to its normal operating conditions at the conclusion of the event. All staging equipment, barricades, supplies, tents, portable restrooms, etc. must be removed immediately following the event. When an event concludes late in the evening, it may be acceptable to have items removed first thing the following morning.

D. Any equipment required to be staked cannot be staked into the ground or other permanent structures in the Downtown Square area. Equipment shall be anchored with sandbags, water barrels, buckets, or other like item. Damage occurring from failure to comply with this stipulation will be repaired by the appropriate City Department and billed to DBI to include the costs of supplies and labor.

E. DBI and event vendors must comply with State of Arkansas Health Department regulations. This prohibits food and drink vendors from utilizing the non-domestic water on the Downtown Square. Please note all water faucets in the Downtown Square are non-domestic.

F. DBI and vendors must also comply with all applicable laws, regulations and public safety codes including but not limited to the Arkansas Fire Prevention Code and the National Electrical Code.

G. If DBI or event vendors, require additional electric service beyond the existing installed outlets, they must provide their own power source via generator. This service shall comply with the National Electric Code.

H. No alcoholic beverages will be sold or consumed in connection with City events or at DBI events on the Square or City property.

I. DBI shall maintain an Emergency Operations Plan approved by the City of Bentonville.

General Administration

Additionally, DBI shall develop data systems to track process and progress of the DBI programs and initiatives and provide a verbal and written year-end report on downtown economic and event activity to the Bentonville City Council.

In exchange for the services set forth herein, DBI shall be compensated as follows:

A. DBI shall receive a payment of Thirty Thousand Dollars ($30,000) directly from the City for work as outlined. The length of the contract is from January 1, 2021 to December 31, 2021. DBI shall receive two payments of $15,000 each for services rendered in 2021, the first will be payable in March 2021 and the second payable in September 2021.

B. DBI shall be compensated based on the completion of projects according to the following model; Farmers Markets ($10,000), First Fridays ($10,000), Lighting of the Square ($5,000), and the Christmas Parade ($5,000).

C. DBI shall also be permitted to charge the following fees from vendors for listed events:

- First Friday 10x10 Booth: $100- For Profit Organizations; $50- Nonprofit Organizations
- First Friday 10x10 Concessions: $75, plus 10 percent of gross sales
- Saturday Farmers Market 10x10 Booth: $25 per day, plus 5 percent of gross sales
- Saturday Farmers Market 10x10 Concessions: booth fee, plus 5 percent of gross sales
- Wednesday Farmers Market 10x10 Booth: $200 for entire season (refundable, based off of attendance), plus 7 percent of gross sales
- Wednesday Farmers Market 10x10 Concessions: $10 space fee, plus 7 percent of gross sales
- Ability to charge up to a $50 late fee for Farmers Market vendors who do not pay their booth fee and/or commissions on time.

The City may terminate this agreement if it deems necessary and prudent, and, if such termination occurs, the City shall pay a proportional share of the contract based on the date of termination.

Dated this _____ of _____, 20___

Kirk Gober, Board President
Downtown Bentonville, Inc.

Stephanie Orman, Mayor
City of Bentonville

Andrew Heath, Executive Director
Downtown Bentonville, Inc

Kirby Romaines, City Clerk
City of Bentonville

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH DOWNTOWN BENTONVILLE INC. FOR EVENT PRODUCTION AND RELATED SERVICES 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 Downtown Bentonville Inc. for event production and related services as set forth in the agreement attached hereto as Exhibit A.

Section 2: Because Downtown Bentonville Inc. is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders and its working knowledge of producing downtown events, it would be neither practical nor feasible to advertise for competitive bidding, that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/20201**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall, Parks Maintenance Manager**
Phone	**479-418-8635**

Item Type: (*Check All That Apply*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution to enter into an agreement with 1st Employment Staffing to provide temporary staffing services for City Departments per the attached Contract. The Contract with 1st Employment will be for one year, renewable annually for a maximum term of three years. The City issued a Request for Qualifications (RFQ-20-72) with the intent to award a contract for temporary staffing services to three agencies to help meet the City's needs for temporary staffing services. The Selection Committee for RFQ-72 evaluated submissions and selected 1st Employment Staffing as the top highest rated agency; Staffmark Group was selected as the second highest rated agency, and TEC Staffing was selected as the third highest rated agency (included as separate Agenda Items). The Contract with 1st Employment will be available for use by any City Department in need of temporary staffing. 1st Employment will charge a 30.75% markup to the City's pay rate for temporary positions.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)*:

Memo

To:	City Council, Mayor Orman
Through:	David Wright, Parks and Recreation Director
From:	Scott Mendenhall, Parks Maintenance Manager
Date:	February 10, 2021
Re:	Resolution to enter into agreement with 1st Employment to provide Temporary Staffing Services for Bentonville Parks and Recreation for 2021.

Parks and Recreation Department Staff requests Council's approval of a Resolution to enter into an Agreement with 1st Employment Staffing to provide temporary staffing services to City Departments. 1st Employment will charge a 30.75% markup to the City's pay rate for temporary employees.

For many years, the City has utilized Temporary Staffing agencies to assist with seasonal employee needs. Although the system is not immune to occasional challenges, this decision has been beneficial to the City. It allows for flexibility as compared to hiring seasonal employees directly, resulting in decreased overtime hours for seasonal staff. Staffing agencies advertises and interviews candidates for our open positions. They also run background checks and drug screening to ensure we are bringing on a qualified candidate that is safe to place in our public parks and spaces.

The City issued a Request for Qualifications (RFQ), RFQ-20-72, for temporary staffing services with the intent to award a contract to three agencies to help meet the City's temporary staffing needs. Five agencies responded by submitting a Statement of Qualifications; in accordance with the solicitation and Arkansas State Law, a Selection Committee was formed to evaluate the submissions. The Selection Committee rated 1st Employment Staffing as the top highest rated agency, Staffmark Group as the second highest rated agency, and TEC Staffing as the third highest rated agency. Agenda Items requesting award of a contract to Staffmark and TEC Staffing are also included in this Council Meeting's Agenda. In past years, the City has typically only contracted with one temporary staffing agency, at times supplementing with one additional agency when needed; however, the Parks and Recreation Department has experienced issues with only one agency being able to fulfill temporary position needs in a timely manner during peak

season times (such as spring, summer and Christmas seasons). This method of having contracts with three agencies will allow Departments to request temporary staff from the highest rated agency, and then send remaining positions that agency is not able to fulfill to the second and third highest rated agencies (depending on their ability to fulfill the positions), as outlined in the attached documents. Each agency will have three days to fulfill the temporary staff requests before the positions are sent to the next highest rated agency.

If you have any questions regarding this item, please let me know. Please call me at 418-8635, or email smendenhall@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SERVICE CONTRACT: RFQ-20-72 Temporary Employment Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and 1st Employment Staffing, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. **DESCRIPTION.** This Contract has been awarded to Contractor as a result of Contractor's Statement of Qualifications and Proposal Temporary Staffing Services, attached hereto as **Exhibit A**, submitted to the City's Request for Qualifications RFQ-20-72, attached hereto as **Exhibit B**. The services shall consist of providing staffing services for the City, as described herein.

2. **PRIMARY CONTACTS.** The primary contact for the Contractor shall be Kari King. The primary contact for the City shall be the City of Bentonville Parks Operations Manager, or his designated assignee. Contractor shall also consider the Department Manager for the specific City Department requesting temporary staffing services as the primary contact for that Department's needs (ex. the Public Works Maintenance Manager for Public Works Maintenance temporary staffing needs, the Bentonville Electric Utilities Director for Electric Department staffing needs, etc.).

3. **CONTRACT TERM.** The term for this Contract shall be one (1) year, commencing on **February (month)** 10 **(day), 2021, and ending on February (month)** 10 **(day),2022.** The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term not to exceed three (3) years.

4. **PROCEDURES.** The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

   a. Contractor's Agreement, excluding signature pages, attached hereto as **Exhibit C**, has been included in the Contract with the exclusion of all Sections of Contractor's Agreement stricken through.

5. **FEES, EXPENSES, AND SCHEDULE.** The City agrees to pay Contractor based upon the percentage markup for temporary employee fees outlined in **Exhibit B**, summarized as follows:

   a. **Regular Time Labor, Lawn Care Workers, Maintenance, Janitorial, etc.: 30.75% Mark Up to Pay Rate**

   b. **Over-Time Labor, Lawn Care Workers, Maintenance, Janitorial, etc.: 30.75% Mark Up to Pay Rate.**

   c. **Regular Time Clerical/Administrative: 39% Mark Up to Pay Rate**

   d. **Over-Time Clearical/Administrative: 39% Mark Up to Pay Rate**

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

6. **METHOD OF AWARD/WORK.** This Contract is intended to be utilized by Departments Citywide.
   a. **Multiple Award.** Contractor was the top highest rated submitter to RFQ-20-72, as such the procedures for requested temporary employees, as outlined in **Exhibit B** and herein shall apply.
   b. **Replacement Temporary Employee Positions.** In the event that temporary employees provided require replacement, for any reason such as, but not limited to the temporary employee resigning from the assignment, or the temporary employee failing to qualify for the assigned duties when on-site, the Department will allow Contractor two (2) business days to propose a replacement temporary employee before moving on to the next highest rated contractor for these services.
   c. **Summary.** A summary of the Method of Award/Work has been attached hereto as **Exhibit D** for the Parties quick reference.

7. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and City purchasing procedures prior to any additional work proceeding.

8. INVOICING. Contractor shall submit invoices to the City's Department for whom the temporary employee services have been provided (i.e. if providing Parks and Recreation temporary employees, the invoice must be sent to the Parks and Recreation Department contact) monthly for fulfilled services, for actual hours fulfilled. Approved invoices will be paid within 14 days of receipt.

9. PAYMENT.

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

b. **Service Failure.** In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

c. **Temporary Employees Whom Resign.** The City shall not be billed for hours worked by temporary employees whom 'walk-off the job-site' within the first day of their assignment (i.e. if an employee is assigned for eight hours of the first workday and resigns after completing three of those hours, the three hours shall not be billed to the City.

10. FAILURE TO PERFORM. If the Contractor fails to perform under this Contract for a single City Department, the City Department for which the failure to perform occurred shall provide Contractor with thirty (30) days written notice that they will no longer be requesting services from Contractor under this Contract. In the event of such notice, the Method of Award/Work will be modified to exclude Contractor for that Department according to the best interest of the City and the City Department.

11. 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.

12. TERMINATION (GENERAL): Either party may terminate this Contract for any reason with thirty (30) days written notice.

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

14. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

15. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

16. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers,

appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

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

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

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

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

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

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

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

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to the Exhibits attached hereto.

25. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this 10 (day) of February (month), 2021.

CITY OF BENTONVILLE, ARKANSAS

By: _____.

Stephanie Orman, Mayor

By: [redacted]

Name(printed): Kailing

Title: Branch Manager

1st Employment Staffing

Address: 1303 W Hudson, Rogers AR 72756

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT A

1st Employment Proposal for

Temporary Staffing Services

RFP-20-72

Temporary Staffing Services

City of Bentonville

1st Employment provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, amnesty, or status as a covered veteran in accordance with all federal, state and local laws. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.

1st Employment expressly prohibits any form of unlawful employee harassment including that based on race, color, religion, gender, sexual orientation, national origin, age, disability or veteran status. Improper interference with the ability of 1st Employment employees to perform their expected job duties is not tolerated.

Agency: 1st Employment
1303 W. Hudson Rd. Rogers AR, 72756

Contacts:
Kael King (479) 273-9992
Jason Daugherty (479) 717-2910

City of Bentonville
Attention: Gladys Shoemake, Purchasing Department
Arkansas 117 W. Central Avenue
Bentonville, Arkansas 72712

City of Bentonville
Purchasing Department
Gladys Shoemake,
Arkansas 117 W. Central Avenue
Bentonville, Arkansas 72712

Dear Gladys,

At 1st Employment we are ecstatic to hear that our submission has been rated the highest by the Evaluation Committee and we thank you for the opportunity to provide our proposal of services in regards to short-term, project, screen to hire, long-term and temporary associates for the City of Bentonville.

We are confident that our team of professionals will continue to work with the City of Bentonville to understand your business needs and provide services that support your staffing objectives.

Enclosed you will find 1st Employment's proposal of services we can provide to the City of Bentonville. If you have any questions regarding this proposal of services or if we may be of service to you, please call me at (479) 717-2910 or call Kael King at (479) 273-9992. We look forward to another year of great partnership!

Sincerely,

[redacted]

Jason Daugherty
Owner
1 W Mountain
Fayetteville, AR 72703
Email: jdaugherty@1stemployment.com
Phone: (479) 717-2910
Fax: (479) 419-4914

Making it easier on you

At 1st Employment, we engage our employees in a Referral Incentive Program and Employee Recognition Program at no additional cost to the City of Bentonville to strengthen recruiting and retention. We screen and select the candidates based on their skills and match them to the appropriate jobs we receive. During our selection and hiring process we verify the eligibility of the employee to work within the United States through E-Verify. Since our organization employs these individuals we assume the responsibility for all federal and state payroll taxes, including the employer portion of payroll taxes as required by law (FICA, FUTA, SUTA and Workers Compensation insurance). We will pay all employees on a weekly basis for the work performed.

1st Employment will also provide the following services to the City of Bentonville at no additional charge:

- On-going recruiting programs
- Customized hiring and selection process
- Customer-specific safety orientation
- Continuous improvement programs
- 5-days of paid vacation to employees each year after meeting the eligibility requirements
- Up to six days of holiday pay to employees each year upon meeting the eligibility requirements
- 4-hour guarantee
- Direct deposit
- Matching 401 (k)
- Essential Staff Care - MEC, MVP & Indemnity
- 5-panel pre-employment, reasonable suspicion, random, and post-accident drug test as permitted by law
- National criminal background check including court and sex offender registry search

Rate Schedule

Labor, Lawn Care Workers, Maintenance, Janitorial, etc.	Regular Time	Over-Time
Pay Rate	$12.00 - $13.00	$18.00 - $19.50
Mark Up	30.75%	30.75%
Bill Rate	$15.69 - $17.00	$23.54 - $25.50
Clerical / Administrative	**Regular Time**	**Over-Time**
Pay Rate	$12.00 - $13.00	$18.00 - $19.50
Mark Up	39%	39%
Bill Rate	$16.68 - $18.07	$25.02 - $27.11

*Over-time pay and bill rates apply to employees exceeding 40 hours in a work week.

*All rates include safety equipment such as safety vest.

*The City of Bentonville may convert to their payroll, at no additional cost, any 1st Employment employee of their choice after the employee accrues 320 hours on assignment at The City of Bentonville.

*Rates will include all pre-employment requirements as specified by the City of Bentonville.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT B

RFQ-20-72 Solicitation

CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: December 6, 2020

REQUEST FOR QUALIFICATIONS
TEMPORARY STAFFING SERVICES
RFQ-20-72

The City of Bentonville, Arkansas is accepting Statements of Qualifications from properly qualified, experienced and properly licensed agencies to provide temporary staffing solutions to the City. The Contract will be available to all City Departments on an as needed basis for temporary staffing solutions. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).The contract will be for a one (1) year term, renewable annually upon mutual written consent for a total maximum term of three (3) years.

Information pertaining to this Request for Qualifications and the required Response Packet can be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located on the second floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Submissions to RFQ-20-72 must be delivered to the Purchasing Office prior to the Submission Deadline, mailed or hand-delivered in attention to the Purchasing Office, City of Bentonville 117 W. Central Avenue Bentonville, Arkansas 72712, with the agency's name and address and RFQ-20-72 clearly labeled on the outer envelope. The Submission deadline is 2:00 P.M., January 6, 2020. Late Submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM

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

RFQ-20-72

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	**RFQ-20-72**	Date of Issuance:	**December 6, 2020**
Brief Description:	Request For Qualifications to provide flexible, temporary staffing services to the City of Bentonville Parks and Recreation Departments and other Departments, as needed.		
Agency:	The City of Bentonville, Arkansas Parks and Recreation Department		
For Questions:	Gladys Shoemake, City of Bentonville Purchasing Manager purchasing@bentonvillear.com (479) 271-3115 City Hall 117 West Central Ave. Bentonville, AR 72712		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	**2:00pm Wednesday, January 6, 2020**
Responses must be received by the Purchasing Office prior to 2:00 P.M., Wednesday, December 30, 2020. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the submission deadline. Responses received after the designated submission deadline date and time will be considered late and will be rejected, without exception.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	City Hall Attn: Purchasing Office 117 West Central Ave., Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be properly marked with the following information: • Proposal Number: **RFQ-20-72** • Vendor's name and return address
Number of Copies for Submission:	**(2) Two signed originals and (1) digital copy (Email, Flash Drive, or CD)** of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Name of Agency or Individual:_____

Contact Person:_____ Title:_____

Email:_____ Phone:_____

Business Address:_____

City:_____ State:_____ Zip Code:_____

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

RFQ-20-72

SECTION 1.0: SUMMARY

The City of Bentonville, Arkansas is seeking Statements of Qualifications from qualified, experienced and properly licensed (when applicable) agencies to provide flexible, temporary staff services/solutions to the City. The Bentonville Parks and Recreation Department will be the primary Department utilizing these services; however, the contract will be available to all other City Departments to fulfill their temporary staffing needs.

The City will form a Selection Committee to evaluate all submissions and select the top three qualified agencies from the responses to the RFQ. These agencies may be invited to interview with the Selection Committee and submit a formal proposal for the services; however, the City reserves the right to forego the interview process and proceed directly to the proposal and negotiation phases. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

SECTION 2.0: BACKGROUND

The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA of over 525,000 in population. The 2010 Census reported a city population of 35,301. Staff has estimated the current population at *49,629*, almost 41% growth in nine years, with a more diverse and younger demographic shift. Bentonville, Arkansas is the home of Walmart and Sam's Club headquarters and satellite offices for dozens of Wal-Mart and Sam's vendor supplier partners. Projects such as Crystal Bridges Museum of American Art, which has welcomed more than 4.2 million visitors since opening in fall 2011, brings culture, tourism and national recognition to the community. Downtown Bentonville is a vibrant and thriving area, rich with culture and home to beautiful historical architecture and many diverse boutique shops and restaurants. The City continues to experience stability in growth and benefits from its strong and diversified local economy.

As the City grows, the need for temporary positions to be filled in a timely manner has increased.

SECTION 3.0: METHOD OF AWARD/WORK

It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

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

Beginning with the top rated agency, the City's Contact will email a Request to Fulfill Temporary Position Form to the top highest rated agency's representative. This Form will contain the following information:

- Summary of Duties
- Assignment Start Date
- Estimated Assignment End Date
- Daily Work Schedule Hours
- Requirements
- City Contact

The top rated agency will be given three (3) business days to inform the City's Contact if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the top rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the second highest rated agency of the open positions (or remaining open positions). The second highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

Method of Award/Work (Section 3.0) continued

If the second highest rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the third highest rated agency of the open positions (or remaining open positions). The third highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the third highest rated firm is not able to fill any or all of the open positions, the process will be repeated with the remaining positions, beginning with the top rated firm.

The agency's representative is encouraged to confirm receipt of the City's request. The City is not responsible for emails that get lost, are not delivered, are sent to a spam folder etc.

The City reserves the right to cancel requests for fulfillment at any time the City deems necessary. Once an agency responds that they are able to fulfill a position, the agency is responsible for fulfilling that position in the time frame specified by the City. Agencies should be aware that position duties may adjust slightly from the time that they were requested, based on the timeframe of fulfillment and the City's current needs. Additional days to fulfill requests will not be granted unless all other agencies under the contract have provided written agreement to forego a request form the City.

Agency performance and the performance of the provided temporary employees will be used in the evaluation of any renewal term for the contract. In the event that all agencies on the contract are unable to fill the City's request, the City reserves the right to fill the requirement by soliciting pricing from other qualified sources.

SECTION 4.0: SCOPE OF WORK

The temporary positions will be used to meet specific business needs for either short-term or long-term assignments. The type of work for each need will vary, but is expected to be primarily labor, maintenance, janitorial, clerical or other services as needed by the City.

The City reserves the right to reject any proposed staff and to terminate staff assignments at any time.

The City reserves the right to offer Agency's employee, provided to the City for temporary employee needs, full-time employment only after the employee completes 320 (three hundred twenty) hours of work for the City through the agency. This amount of time may be decreased by mutual written agreement between the City and the awarded agency.

1) **Agency Responsibilities**
   a. **Account Representative:** assign a designated account representative to the City's account. This representative shall be experienced in fulfilling temporary employment positions for labor/maintenance related work. The representative shall be readily available and shall provide efficient and timely correspondence to the City's Contact.

Agency Responsibilities (continued) (Section 4.0 (1))

b. **No Subcontracting/Assigning:** The City will not approve the use of subcontractors by awarded agencies for temporary staffing services.

c. **Response Requirements:** when responding to the City that the agency will be able to fill a position, the agency shall provide the City with the following within 24 hours of notifying the City of its ability to fulfill the position:

   i. Proposal including reference checks, background checks, and any other appropriate screenings for all temporary candidates proposed for the City's need.

   The City may agree to extend the timeline for the proposal if it is within the City's best interest.

d. **Candidate Screening:**

   The City reserves the right to select or to withhold acceptance of a candidate until City approval of any testing related facility, program or procedure.

   i. **Background Screening:** temporary candidates, based on the position, may be subject to various criminal checks, fingerprinting, and background checks upon which results the City may choose to base its decision to accept an individual for an assignment. Background check costs shall be the responsibility of the City.

   ii. **Drug Testing:** The City will identify if there is a drug-testing requirement at the time the City issues the Request to Fulfill Temporary Position or at any time prior to or after the candidate begins work. These tests may be conducted randomly, on a random number of temporary employees. The costs for any required drug testing shall be the responsibility of the City.

   iii. **Qualifications:** The agency will ensure that all temporary employees are qualified, reliable, paid appropriate wages, and provided legally mandated benefits. All temporary employees shall be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position. The agency shall screen for the employees ability/aptitude and assign the employees appropriately.

      1. Providing temporary employees that are unqualified for the position or that are unable to read, write, speak and comprehend the English language in accordance with the City's determination will result in the agency being required to refund any fees and/or wages incurred.

   iv. **Conduct:** temporary employees shall be respectful of all people with whom they interact with or come in contact with, including City employees, customers of the City and the public. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.

Agency Responsibilities (continued) (Section 4.0 (1))

v. **Attire:** the agency shall send temporary employees to the assignments dressed appropriately relative to the position type(s). The City reserves the right to reject any candidate that does not arrive to work dressed appropriately.

e. **Replacement of Rejected Employee:** In the event any temporary employee fails to adhere to the City's directions and/or requirements, or demonstrates that they are not qualified to perform the required duties, the City shall notify the agency and the agency shall replace the employee within two (2) business days at no cost to the City (included but not limited to training time, background checks, ID badges, drug testing, etc.).
   i. This requirement is also applicable to any temporary employee that leaves for any reason, before the assignment is completed. When an employee leaves, at any time, the agency shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) business days, the City shall invoice the agency for the exact replacement cost. The agency shall pay this invoice within fourteen (14) calendar days or City shall deduct the invoice amount from the next scheduled invoice payment.
   ii. Agency shall notify the City within two (2) hours of any temporary employee leaving (not returning to work for) the City, or who is otherwise unable to fulfill the assignment (either partially or completely); the City shall notify agency within two (2) hours of any temporary employee not arriving to work, leaving work, or being rejected for the work.
   iii. Agency shall notify the City within two (2) hours

f. **Invoicing:** Detailed invoicing shall be provided on all invoices and shall be broken down by hour or other detailed manor, to be more accurately determined upon award of the contract.

g. **Safety Vests:** Agency shall provide a safety vest to employees when applicable.

h. **Temporary Employee Requirements:**
   i. Valid driver's license
   ii. Pass 2-county background check
   iii. Pass 5-panel drug screen
   iv. Reliable transportation to/from work
   v. Able to meet physical demands of the job
   vi. Able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position
   vii. Able to lift at least fifty (50) pounds
   viii. Able to work in adverse weather conditions
   ix. Possesses position appropriate clothing
   x. Available for the assignment dates specified by the City or available for the length of the season (when applicable)

Agency Responsibilities (continued) (Section 4.0 (1))

xi. Motivated and reliable
xii. Able to and willing to follow instructions

i. **Additional Requirements**
   i. Agency shall have daily availability of up to thirty-five (35) employees (fewer on weekends)
   ii. Minimum pay-rate of $12.00 (twelve dollars) per hour
   iii. Employees shall be able to flex-schedule

2) **City of Bentonville Responsibilities**

a. **Contact Person:** the City shall provide a designated Contact Person to the agency for any Department utilizing the contract.

b. **Training and Supervision:** agency's employees shall be supervised by the City. The City shall have direct control over the daily activities of the employees assigned to the City. Work policies, procedures, and standards established by the City shall be followed at all times. The assigned employees shall confirm in all respects with regard to physical, fire and security/safety regulations while on the City's premises. Agency shall be responsible for obtaining all rules, regulations, policies, etc. form the City, as needed.

c. **Personal Protective Equipment:** The City will provide assigned employees with safety glasses, gloves, sunscreen, hydration, ivy block, safety chaps, and face masks when applicable and/or required.

d. **Timesheets:** emailed to match agency payroll.

e. **Bi-Monthly Customer Satisfaction Report:** The City shall submit to the agency a bi-monthly report of the City's satisfaction with agency's performance.

f. **Approval -Felony Convictions:** The City will have the ability to approve, in writing (email), any candidate with a felony conviction before they are assigned to a City of Bentonville temporary position.

3) **Approximate Job Description:** This description is approximate only, intended to convey the duties that the City expects to be most commonly requested. This is not intended to be an exhaustive description of the types of work, tasks, duties, positions etc. that the City may request temporary employees for. A work day is typically 1st or 2nd shift.

a. Operation of landscaping equipment, including but not limited to mowers, weed-eaters, blowers, power washers etc.
b. Sow grass seed or plant trees, shrubs or flowers, according to instructions and planned design of landscaped area(s). Grubs and weeks around bushes, trees and flower beds.
c. Plant new and repairs established lawns, using seed mixtures and fertilizers recommended for particular soil type(s) and lawn location(s). Mows and trims lawns. Trims and edges around sidewalks, flower beds and walls.
d. Apply herbicide or mulch to designated areas. Sprays lawns, shrubs and trees with fertilizer, herbicides and insecticides.
e. Trim hedges and shrubs. Prune trees and cultivate gardens. Spray trees and shrubs, apply supplemental liquid and dry nutrients to lawns and trees.
f. Pick up paper and rubbish. Rake and bag leaves. Clean grounds and remove litter.

Approximate Job Description (Section 4.0 (3)) Continued

g. Repair and paint benches, tables and guardrails. Assist in the repair of roads, walks, buildings, and mechanical equipment.
h. General dirt work on all ball fields, including but not limited to raking and shoveling.
i. May work in high traffic areas at times.
j. Hang lights, decorations etc.
k. General janitorial duties.
l. Clerical and/or administrative duties.
m. Other duties as assigned.

SECTION 5.0: REQUIRED RESPONSES

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding agency is requested to include the following information in their preferred format:

1. A signed cover letter or letter of intent.
2. A brief summary of the agency's ability to provide the services described herein.
3. Provide the following background information of the agency and of the agency's representative that would be assigned to the City's account:
    - Services provided by the agency;
    - The agency's method or approach to temporary position fulfillment;
    - Resume, industry reputation and qualifications;
        i. Employment history as it relates to staffing services.
    - Agency's experience providing the same or similar services, as outlined in this RFQ. Specific information regarding experience with other governmental entities should be highlighted.
4. Narrative describing how the agency acquires and maintains quality candidates. Agencies should include information on any special incentives the agency uses to aid in employee retention.
5. Description of the benefits offered to agency employees (candidates for temporary positions).
6. Narrative describing that the agency is an equal opportunity employer and does not discriminate on the basis of race, creed, religion, national origin, age, sex, or gender. Agencies should include information on any special policies or procedures in place to encourage equal opportunity employment.
7. The following information for key personnel:
    - Name(s)
    - Respective titles
    - Experience
    - Periods of service with the agency
    - Information on past work experience providing the same or similar services as outlined in this RFQ.
8. The following information for the agency:
    - Name
    - Headquarter Address
    - Phone Number

Required Responses (Section 5.0 (8)) continued

- Email
- Website Address
- Indicate whether the agency is a partnership, corporation, or sole proprietorship.
- Where the company is organized
- Names of principals, officers, and directors of the agency.

9. The contact information for the primary contact personnel, including:
    - Name
    - Address
    - Phone Number
    - Email
10. Provide a list of all applicable licenses maintained by the agency.
11. Statement of Qualifications: A narrative or other statement by the agency of its qualifications to perform the services outlined in this RFQ. Responding agencies shall have a minimum of five (5) recent years of experience providing staffing services for janitorial, maintenance, clerical, or other services.
12. A brief summary of the capacity and availability of the agency and the key personnel to undertake providing the services to the City.
13. References from at least five (5) clients to whom the agency as provided the same or similar services.
    - List the following information for each reference:
        - Client name
        - Address
        - Contact person and title
        - Telephone number
        - Email address
        - Length of working relationship
        - Description of the services provided to the client
        - Brief narrative describing the relationship, specific achievements and any other pertinent information that would assist the City in determining the likeness to the services requested herein.

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ADDENDUM TO SOLICITATION

SOLICITATION ID: RFQ-20-72

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: DECEMBER 18, 2020

RE: TEMPORARY STAFFING SERVICES

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

This addendum modifies the original response document(s) dated December 6, 2020. ***Submitters are required to acknowledge receipt of this addendum by including it in their submission. Failure to acknowledge this addendum may result in rejection of the submission.***

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

Submission Deadline Date (Year):

1.0 The submission deadline year listed in the original response documents and advertisement contained a typographical error, listing a 2:00pm, January 6, 2020 deadline.

1.1 The correct year for the submission deadline is 2021; 2:00pm, January 6, 2021.

Deadline for Submission of Questions:

2.0 A date for the deadline for interested parties to submit questions was inadvertently not included in the original response documents.

2.1 The deadline to submit questions to RFQ-20-72 is 4:30pm, December 31, 2020.

[End of Addendum Number 1]

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT C

1st Employment Staffing Agreement

(excludes Signature Page)

Staffing Agreement

Daugherty & Daugherty Investments, LLC\dba 1st Employment Staffing ("STAFFING FIRM"), with its principal office located at 1148 Stearns, Ste. 4, Fayetteville, AR 72703, and City of Bentonville, Arkansas ("CLIENT") with its principal office located at 305 SW A Street Bentonville, AR 72712 agree to the terms and conditions set forth in this Staffing Agreement (the "Agreement").

STAFFING FIRM

1. Duties and Responsibilities

STAFFING FIRM will

a. Recruit, screen, interview, hire, verify the eligibility of the employee to work within the United States through E-Verify, and assign its employees ("Assigned Employees") to perform work under CLIENT's supervision **and will, as the common law employer of Assigned Employees, be responsible for the following**;

b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;

c. Pay, withhold, and transmit payroll taxes; make unemployment contributions; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

d. Inform Assigned Employees that they are not entitled to holidays, vacations, disability benefits, insurance, pensions, or retirement plans, or any other benefits offered or provided by CLIENT; and

e. Inquire about the working conditions to which Assigned Employees will be exposed at CLIENT's work site, provide general safety training to Assigned Employees in a language that the Assigned Employees understand, and confirm that Client has provided site-specific safety and health training and safety and personal protective equipment (PPE) required by the Occupational Safety and Health Act of 1970, applicable state and local laws and regulations, as well as any work rules of CLIENT;

f. Comply with federal, state and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and Accountability Act ("HIPAA"); the Family Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniformed Services Employment and Reemployment Rights Act of 1994; as set forth in subparagraph h. below, the Patient Protection and Affordable Care Act (ACA); and the Occupational Safety and Health Act of 1970.

g. Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential

coverage" and "minimum value" to "full-time" employees (as those terms are defined in Code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6056 and related regulations.

g1. Although the parties intend that STAFFING FIRM and not CLIENT be deemed the common law employer (within the meaning of Treas. Reg. § 31.3401(c)-1(c)) of Assigned Employees and that such employees be deemed the common law employees of STAFFING FIRM and not CLIENT, the parties nevertheless intend to satisfy the requirements of Treas. Reg. § 54.4980H-4(b)(2), under which an offer of group health plan coverage made by STAFFING FIRM is treated as an offer of coverage by CLIENT for all purposes of Code § 4980H, provided that certain criteria are satisfied.

g2. STAFFING FIRM shall be solely responsible for, and shall reimburse, indemnify, and hold harmless CLIENT(hereafter collectively referred to as "CLIENT Indemnity") for, any taxes, penalties, or other liabilities assessed against STAFFING FIRM or CLIENT under Code §4980H with respect to Assigned Employees due to STAFFING FIRM's failure to—

(i) Offer "minimum essential coverage" under an "eligible employer-sponsored plan" each within the meaning of Code §5000A(f)(1)(B); or
(ii) Offer coverage that is "affordable" or provides "minimum value," each within the meaning of Code §36B(c)(2)(C) and §4980H(b) and related regulations.

Provided, however, that in no event shall CLIENT Indemnity extend to any taxes, penalties, or other liabilities under the under Code §4980H where such tax, penalty, or other liability results from the imposition of penalties under (i) Code §4980H(a), as a result of the failure by CLIENT to make offers of minimum essential coverage to its employees under an eligible employer-sponsored plan, or (ii) Code §4980H(b) as a result of CLIENT's making an offer of minimum essential coverage to its employees under an eligible employer-sponsored plan that is either unaffordable or fails to provide minimum value.

If CLIENT is notified by any government entity of CLIENT's potential liability for any such taxes, penalties, or other liabilities relating to Assigned Employees, STAFFING FIRM shall fully cooperate, at STAFFING FIRM's reasonable expense, with CLIENT's efforts to object to or appeal any such determination of liability or potential liability.

1.1 Right to Control

In addition to STAFFING FIRM'S duties and responsibilities set forth in paragraph 1, STAFFING FIRM, as the common law employer, has the right to physically inspect the work site and work processes to assess any potential work site hazards to Assigned Employees; to conduct post-accident/incident investigations; to audit CLIENT'S safety and training records; to review and address, unilaterally or in coordination with CLIENT, Assigned Employee work performance issues; and to enforce STAFFING FIRM's employment policies relating to Assigned Employee conduct at the worksite.

CLIENT

2. Duties and Responsibilities

CLIENT will

a. Properly supervise and train, in the same manner as its own employees, Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;

b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;

c. Provide Assigned Employees with a safe work site and working conditions that comply with the Occupational Safety and Health Act of 1970 and applicable state and local laws and regulations, as well as

(i) provide Assigned Employees with appropriate safety and training information in a language Assigned Employees can understand and Personal Protective Equipment (PPE), including but not limited to information regarding when PPE must be used, as well as how to put on, take off, adjust, wear, and use PPE;

(ii) provide site-specific safety and job training, and train, certify, evaluate, and orient all Assigned Employees in all safety and Injury Illness and Prevention Programs, hazard communication programs (Labels and Safety Data Sheet information, etc.) and operational instructions—in a language Assigned Employees can understand, in the same manner as Client employees, and as required by law, including, but not limited to, all federal OSHA and applicable state safety requirements, guidelines and standards;

(iii) within twenty-four (24) hours of training, provide STAFFING FIRM with documentation establishing that such site-specific safety and job training was conducted and what subject matters were covered;

(iv) record on CLIENT's OSHA Form 300, Log of Work-Related Injuries and Illnesses, any recordable injuries and illnesses of Assigned Employees and comply with all other OSHA recordkeeping responsibilities applicable to the Assigned Employees in the same manner as its own employees;

(v) provide adequate notice to Assigned Employees and STAFFING FIRM of any unsafe conditions or potential hazards at the workplace;

(vi) maintain all Safety Data Sheet documentation required by federal and state laws;

(vii) refrain from exposing Assigned Employees to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies without proper training and required personal protective equipment;

(viii) respond within a reasonable time to STAFFING FIRM's inquiries regarding working conditions at CLIENT's work site and make CLIENT's work site and records available for inspection by STAFFING FIRM prior to and during Assigned Employees' assignments;

(ix) notify STAFFING FIRM immediately of any Assigned Employee accidents or incidents, whether or not resulting in injury or illness; provide STAFFING FIRM with information and the right to conduct a post-incident site investigation regarding, and within twenty-four (24) hours of, any such incident; and cooperate in any post-incident investigation, including making witnesses and records available;

(x) maintain the following safety and health programs, and any other programs applicable under the Occupational Safety and Health Act of 1970 including compliant training records which shall be subject to audit at STAFFING FIRM'S discretion, applicable to Assigned Employees:

Safety/Health Program	29 CFR Standard
Bloodborne pathogens	1910.1030
Hearing conservation	1910.95
Hazard communication	1910.1200
Respiratory protection	1910.134
Powered industrial vehicles	1910.178
Control of hazardous energy	1910.147
Emergency action plan	1910.157
Job specific tasks	29 U.S.C. 654 (a)

and

(xi) notify STAFFING FIRM immediately of any OSHA inspection or request for information by OSHA.

d. Not change Assigned Employees' job duties or work site without STAFFING FIRM's express prior written approval;

e. Not allow STAFFING FIRM Assigned Employees to work in heights greater than 6 feet and/or operate unguarded machinery;

f. Notify STAFFING FORM in the event that any Assigned Employee act intoxicated or in a suspicious manner; and

e. Exclude Assigned Employees from CLIENT's benefit plans, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

Payment Terms, Bill Rates, and Fees

3. CLIENT will pay STAFFING FIRM for its performance at the rates set forth on RFP-20-72. STAFFING FIRM will invoice CLIENT for services provided under this Agreement on a weekly basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CLIENT's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CLIENT for those hours. If a portion of any invoice is disputed, CLIENT will pay the undisputed portion.

4. Assigned Employees are presumed to be nonexempt from laws requiring premium pay for overtime, for all hours worked exceeding the 40 hours work week, in compliance with the Fair Labor Standards Act (FLSA). STAFFING FIRM will charge CLIENT special rates for premium work time only when an Assigned Employee's work on assignment to CLIENT, viewed by itself, would legally require premium pay and CLIENT has authorized, directed, or allowed the Assigned Employee to work such premium work time. CLIENT's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CLIENT will be billed at 150% of the regular bill rate.)

5. If CLIENT uses the services of any Assigned Employee as its direct employee, as an independent contractor, or through any person or firm other than STAFFING FIRM within four (4) months after completion of any assignment of the Assigned Employee to CLIENT from STAFFING FIRM, CLIENT must notify STAFFING FIRM and (a) obtain the express prior written consent of 1st Employment Staffing; or (b) maintain the employee on STAFFING FIRM payroll for 320 hours and then transfer the employee to CLIENT payroll at the end of 320 hours at no

additional charge; or (c) transfer the employee to CLIENT payroll immediately and pay to STAFFING FIRM as liquated damages and not as a penalty the sum of $1500 for each temporary employee or ten percent (10%) of each such temporary employee's annualized compensation, whichever sum is greater. However, under option (b), the length of the required assignment continuation will be reduced by the Assigned Employee's prenotice work hours CLIENT has paid or for which CLIENT has not yet been billed.

Confidential Information

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CLIENT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CLIENT and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

9. ~~To the extent permitted by law, CLIENT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CLIENT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CLIENT or CLIENT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.~~

10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages. In no event shall STAFFING FIRM'S liability exceed, in the aggregate, the amounts paid by CLIENT to STAFFING FIRM hereunder in the 12 month period immediately preceding the event giving rise to the liability.

11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within five (5) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

12. ~~The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification,~~ and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

13. Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.

15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.

16. ~~This Agreement and the RFP 20-72 attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.~~

17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.

19. CLIENT will not transfer or assign this Agreement without STAFFING FIRM's written consent.

20. Any notice or other communication will be deemed to be properly given only when sent via, email, facsimile, the United States Postal Service or a nationally recognized courier, addressed to:

    1st Employment Staffing
    P.O. Box 8712
    Fayetteville, AR 72703
    (479) 717-2910
    (479) 935-4384
    payroll@1stemployment.net

21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.

Term of Agreement

22. This Agreement will be for valid from the first date on which both parties have executed it. The Agreement may be terminated by either party upon 30 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 24 hours written notice.

Additional Provisions

Guarantee

STAFFING FIRM guarantees that the Assigned Employees that STAFFING FIRM recruits and assigns to CLIENT will have the qualifications CLIENT requests. If CLIENT finds any Assigned Employee's qualifications or general work-related behavior lacking and lets STAFFING FIRM know within Assigned Employee's first four (4) hours, STAFFING FIRM will not charge for the four (4) hours of the assignment and will make reasonable efforts to replace the Assigned Employee immediately.

CLIENT-Recruited Employees (Referred Employees)

Assigned Employees are also CLIENT-Recruited Employees when, by prior arrangement with STAFFING FIRM, CLIENT recruits or otherwise identifies personnel whose services it needs and refers them to STAFFING FIRM, there to be employed and assigned back to CLIENT.

Insurance

STAFFING FIRM will cover STAFFING FIRM's staffing operations for CLIENT with at least the following types and limits of insurance or other coverage:

TYPE OF INSURANCE	LIMITS	
COMMERCIAL GENERAL LIABILITY	EACH OCCURRENCE	$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	MED EXP (Any one person)	$ 10,000
	PERSONAL & ADV INJURY	$ 1,000,000
	GENERAL AGGREGATE	$ 2,000,000
	PRODUCTS - COMP/OP AGG	$ 1,000,000
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	BODILY INJURY (Per person)	$
	BODILY INJURY (Per accident)	$
	PROPERTY DAMAGE (Per accident)	$
UMBRELLA LIAB EXCESS LIAB	EACH OCCURRENCE	$ 2,000,000
	AGGREGATE	$ 2,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	E.L. EACH ACCIDENT	$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
Crime incl 3rd Party Coverage	$100,000 $2,000	Limit deductible

On CLIENT's request, STAFFING FIRM will furnish CLIENT certificates of this insurance coverage or, with the insurer's concurrence, make CLIENT an additional insured for STAFFING FIRM's services.

Minimum Hours of First Work Day

If CLIENT limits an Assigned Employee's first work day to fewer than four (4) hours, STAFFING FIRM may deem that day to include four (4) hours of time worked and may bill CLIENT four (4) hours if STAFFING FIRM pays the Assigned Employee for the four (4) hours.

Late Payment Penalty

CLIENT agrees to pay net upon receipt of invoice and to pay interest on any unpaid balances after 30 days from the date of receipt at the compounded rate of 1.5% per day or the maximum legal rate, whichever is higher, calculated from the date of receipt.

No Staff Hire-Aways; Fee

CLIENT and STAFFING FIRM agree not to directly or indirectly employ or engage as an independent contractor any internal staff employee of the other party during the term of this Agreement and for a period of one (1) year thereafter without the prior written consent of the other party. Any party violating this paragraph will pay to the other party a fee in the amount of 10% of the employee's annualized compensation with the new employer.

Financial Audit

Upon reasonable written notice, either party may, at its own expense, inspect the other party's financial records relating to this Agreement, and the audited party shall cooperate with such audit. Auditors who are not employees of the auditing party may be engaged for this purpose only with the consent of the audited party.

Nature of Relationship

The services that STAFFING FIRM will render to CLIENT under this Agreement will be as an independent contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between STAFFING FIRM and CLIENT.

~~**Arbitration**~~

~~Any controversy or dispute between the parties arising out of this Agreement will be resolved by arbitration under the Federal Arbitration Act and before the American Arbitration Association (AAA) at the AAA location closest to STAFFING FIRM's office. The costs of arbitration will be shared equally by the parties. The arbitrator will have no authority to change any of the terms of this Agreement. All decisions of the arbitrator will be final and binding upon the parties. The prevailing party will be awarded reasonable attorney's fees incurred in the arbitration in addition to any other relief awarded. Judgment upon any award rendered by the arbitrator may be entered in any court of competent jurisdiction.~~

Contract Interpretation

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning of any provision of this Agreement.

Choice of Law

This agreement will be governed by and construed in accordance with the laws of the state of Arkansas, without reference to any conflicts of law principles thereof.

Assignment of Agreement

CLIENT shall not transfer or assign this Agreement without the written consent of STAFFING FIRM, and any attempted assignment without such consent shall immediately terminate this Agreement.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT D

Summary of Method of Award/Work for Reference

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

Summary of Method of Award/Work

Awarded Agency: 1st Employment Staffing

Awarded Agency Rank in RFQ-20-72 Evaluation: Top Highest Rated Submitter

Reference for Agencies Awarded Under RFQ-20-72:

- 1st Top Highest Rated Agency: Agency 1
- 2nd Top Highest Rated Agency: Agency 2
- 3rd Top Highest Rated Agency: Agency 3

STEP 1: City's Department Contact (Contact) emails a Request to Fulfill Temporary Position Form to Agency 1. The date of the Request is the first day of the three (3) business days in which the Agency must respond.

STEP 2: Agency 1 has three (3) business days to respond to the Request. By the end of the third business day Agency 1 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 3: Remaining requested positions/requested positions unable to be filled by Agency 1 are forwarded to Agency 2 for fulfillment/response within three (3) business days. By the end of the third business day Agency 2 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 4: Remaining requested positions/requested positions unable to be filled by Agency 2 are forwarded to Agency 3 for fulfillment/response within three (3) business days. By the end of the third business day Agency 3 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 5: In the event that positions in the Request remain unfilled, the process shall be re-started with the remaining positions, beginning with Agency 1.

Proposals: Agencies must provide a Proposal for the position(s) being fulfilled, including reference checks, background checks, and any other appropriate screenings for all temporary employee candidates proposed (the City may extend the timeline for the Proposal if it is within the City's best interest). Agencies have two (2) business days to replace rejected or otherwise incomplete candidates before the positions are forwarded to the next Agency in the process.

Replacement Positions: Agencies have two (2) business days to replace unfulfilled positions before the positions are forwarded to the next Agency in the process.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH FIRST EMPLOYMENT STAFFING TO PROVIDE TEMPORARY STAFFING 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 First Employment Staffing to provide temporary staffing services for City of Bentonville departments, 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/20201**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall, Parks Maintenance Manager**
Phone	**479-418-8635**

Item Type: *(Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution to enter into an Agreement with Staffmark to provide temporary staffing services for City Departments per the attached Contract. The Contract with Staffmark will be for one year, renewable annually for a maximum term of three years. The City issued a Request for Qualifications (RFQ-20-72) with the intent to award a contract for temporary staffing services to three agencies to help meet the City's needs for temporary staffing services. The Selection Committee for RFQ-72 evaluated submissions and selected 1st Employment Staffing as the top highest rated agency; Staffmark Group was selected as the second highest rated agency, and TEC Staffing was selected as the third highest rated agency (separate Agenda Items). The Contract with Staffmark will be available for use by any City Department in need of temporary staffing. 1st Employment will charge a 30% markup to the City's pay rate for temporary positions.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

Memo

To:	City Council, Mayor Orman
Through:	David Wright, Parks and Recreation Director
From:	Scott Mendenhall, Parks Maintenance Manager
Date:	February 10, 2021
Re:	Resolution to enter into agreement with Staffmark to provide Temporary Staffing Services for Bentonville Parks and Recreation for 2021.

Parks and Recreation Department Staff requests Council's approval of a Resolution to enter into an Agreement with Staffmark to provide temporary staffing services to City Departments. Staffmark will charge a 30% markup to the City's pay rate for temporary employees.

For many years, the City has utilized Temporary Staffing agencies to assist with seasonal employee needs. Although the system is not immune to occasional challenges, this decision has been beneficial to the City. It allows for flexibility as compared to hiring seasonal employees directly, resulting in decreased overtime hours for seasonal staff. Staffing agencies advertises and interviews candidates for our open positions. They also run background checks and drug screening to ensure we are bringing on a qualified candidate that is safe to place in our public parks and spaces.

The City issued a Request for Qualifications (RFQ), RFQ-20-72, for temporary staffing services with the intent to award a contract to three agencies to help meet the City's temporary staffing needs. Five agencies responded by submitting a Statement of Qualifications; in accordance with the solicitation and Arkansas State Law, a Selection Committee was formed to evaluate the submissions. The Selection Committee rated 1st Employment Staffing as the top highest rated agency, Staffmark Group as the second highest rated agency, and TEC Staffing as the third highest rated agency. Agenda Items requesting award of a contract to Staffmark and TEC Staffing are also included in this Council Meeting's Agenda. In past years, the City has typically only contracted with one temporary staffing agency, at times supplementing with one additional agency when needed; however, the Parks and Recreation Department has experienced issues with only one agency being able to fulfill temporary position needs in a timely manner during peak

season times (such as spring, summer and Christmas seasons). This method of having contracts with three agencies will allow Departments to request temporary staff from the highest rated agency, and then send remaining positions that agency is not able to fulfill to the second and third highest rated agencies (depending on their ability to fulfill the positions), as outlined in the attached documents. Each agency will have three days to fulfill the temporary staff requests before the positions are sent to the next highest rated agency.

If you have any questions regarding this item, please let me know. Please call me at 271.3109, or email smendenhall@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SERVICE CONTRACT: RFQ-20-72 Temporary Employment Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Staffmark Investment, LLC, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. **DESCRIPTION.** This Contract has been awarded to Contractor as a result of Contractor's Statement of Qualifications and Proposal Temporary Staffing Services, attached hereto as **Exhibit A**, submitted to the City's Request for Qualifications RFQ-20-72, attached hereto as **Exhibit B**. The services shall consist of providing staffing services for the City, as described herein.

2. **PRIMARY CONTACTS.** The primary contact for the Contractor shall be Alma Rodriguez/Sara Staley. The primary contact for the City shall be the City of Bentonville Parks Operations Manager, or his designated assignee. Contractor shall also consider the Department Manager for the specific City Department requesting temporary staffing services as the primary contact for that Department's needs (ex. the Public Works Maintenance Manager for Public Works Maintenance temporary staffing needs, the Bentonville Electric Utilities Director for Electric Department staffing needs, etc.).

3. **CONTRACT TERM.** The term for this Contract shall be one (1) year, commencing on **February (month)** 12 **(day), 2021, and ending on February (month)** 12 **(day), 2022.** The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term not to exceed three (3) years.

4. **PROCEDURES.** The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

5. **FEES, EXPENSES, AND SCHEDULE.** The City agrees to pay Contractor based upon the percentage markup for temporary employee fees outlined in **Exhibit B**, summarized as follows:

   a. **City Works Positions (all temporary staff needs): 30% Mark Up to Pay Rate**

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

6. **METHOD OF AWARD/WORK.** This Contract is intended to be utilized by Departments Citywide.
   a. **Multiple Award.** Contractor was the second highest rated submitter to RFQ-20-72, as such the procedures for requested temporary employees, as outlined in **Exhibit B** and herein shall apply.
   b. **Replacement Temporary Employee Positions.** In the event that temporary employees provided require replacement, for any reason such as, but not limited to the temporary employee resigning from the assignment, or the temporary employee failing to qualify for the assigned duties when on-site, the Department will allow Contractor two (2) business days to propose a replacement temporary employee before moving on to the next highest rated contractor for these services.
   c. **Summary.** A summary of the Method of Award/Work has been attached hereto as **Exhibit C** for the Parties quick reference.

7. **ADDITIONAL SERVICES.** Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and City purchasing procedures prior to any additional work proceeding.

8. **INVOICING.** Contractor shall submit invoices to the City's Department for whom the temporary employee services have been provided (i.e. if providing Parks and Recreation temporary employees, the invoice must be sent to the Parks and Recreation Department contact) monthly for fulfilled services, for actual hours fulfilled. Approved invoices will be paid within 14 days of receipt.

9. **PAYMENT.**
   a. **Inaccurate Invoicing.** In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.
   b. **Service Failure.** In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.
   c. **Temporary Employees Whom Resign.** The City shall not be billed for hours worked by

temporary employees whom 'walk-off the job-site' within the first day of their assignment (i.e. if an employee is assigned for eight hours of the first workday and resigns after completing three of those hours, the three hours shall not be billed to the City.

10. FAILURE TO PERFORM. If the Contractor fails to perform under this Contract for a single City Department, the City Department for which the failure to perform occurred shall provide Contractor with thirty (30) days written notice that they will no longer be requesting services from Contractor under this Contract. In the event of such notice, the Method of Award/Work will be modified to exclude Contractor for that Department according to the best interest of the City and the City Department.

11. 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.

12. TERMINATION (GENERAL): Either party may terminate this Contract for any reason with thirty (30) days written notice.

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

14. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

15. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes.

Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

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

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

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

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

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

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

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

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

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to the Exhibits attached hereto.

25. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this 12 (day) of February (month), 2021.

CITY OF BENTONVILLE, ARKANSAS

By: _____.

Stephanie Orman, Mayor

By: [redacted]

Name(printed): Sara Staley

Title: NWA Market Manager

Staffmark Investment, LLC

Address: 1701 Phyllis Street Suite 105

Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT A

Staffmark Group (Staffmark Investment, LLC) Proposal for Temporary Staffing Services

Staffmark Group

Proposal Created for City of Bentonville
RFQ-20-72 Temporary Staffing Services
Submittal date: Jan. 6, 2021
Proposal: Feb. 1, 2021

Working *together.*

Proposal Created for City of Bentonville
RFQ-20-72 Temporary Staffing Services
Original submittal date: Jan. 6, 2021

Staffmark Group Proposal:
Feb. 1, 2021

Staffmark Group

Staffmark Group

Letter of Intent

ATTN: City of Bentonville Purchasing Office
Subject: **Letter of Intent - RFQ-20-72 Temporary Staffing Services & Addendum #1 to Solicitation**
The City of Bentonville, Arkansas Parks and Recreation Department

To Whom It May Concern:

Staffmark of Bentonville welcomes the opportunity to service and partner with the City of Bentonville for their Temporary Staffing Services program. Based on the agency responsibilities we can commit to:

- Assigning an individual account rep to service the City of Bentonville's account and staffing needs
- Recruit, pre-screen, and interview candidates to find the best match for the assignment
- Assign candidates that meet City of Bentonville's temporary employee requirements
- Replace any non-performing employee on assignment as soon as possible
- Be able to communicate for a 2-hr cancellation notice (bad weather)
- Provide safety vests
- Perform 5-panel drug screens and 2-county search background checks

As we can confirm our ability to meet the agency responsibilities outlined in this RFQ, as well as above, please accept this letter as official notification of our intent to participate in RFQ-20-72 Temporary Staffing Services, as well as acknowledgement of Addendum #1 to the Solicitation.

Your dedicated point of contact* for all account needs will be:

Alma Rodriguez
Staffmark Sr. Account Manager
479-271-7818-office / 479-268-7961-direct line
alma.rodriguez@staffmark.com
**Other points of contact such as additional account managers and branch recruiting teams to be disclosed upon award*

We know that we must earn your business every day by providing exceptional service. Our talented, experienced professionals, technical resources, dedication to quality, and consistently high standards make our company the employment service of choice. We are fully committed to meeting the City of Bentonville's staffing initiative expectations. We have demonstrated the experience and qualifications necessary to exceed your expectations of a staffing vendor throughout our years in the Bentonville market. We look forward to serving as a trusted partner to the City of Bentonville through your Temporary Staffing Services program.

Sincerely,

Sara Staley
NWA Market Manager
479-271-7818 office / 479-719-1547 cell
Sara.Staley@staffmark.com

Staffmark Group

Who We Are

ClearlyRated®

Legacy brands founded in 1969, 1970, and 1982

One of the top commercial staffing companies in the United States

Combined – over ***400+ Branch and On-Site locations nationwide***

Member of ***Recruit Global Staffing*** family of companies

4th largest staffing provider in the world

Solutions-driven

Committed to deliver ***customized solutions with positive results*** for our clients

Service excellence and continuous improvement focus

Existing client relationships as long as 40 years

- **Member of the RGF Staffing international family, a division of Recruit Holdings, Co. Ltd.**
- **Backing of this Global Industry Leader – 4th largest staffing provider in the world**

Staffmark Group.

Scope of Service

Support Capabilities

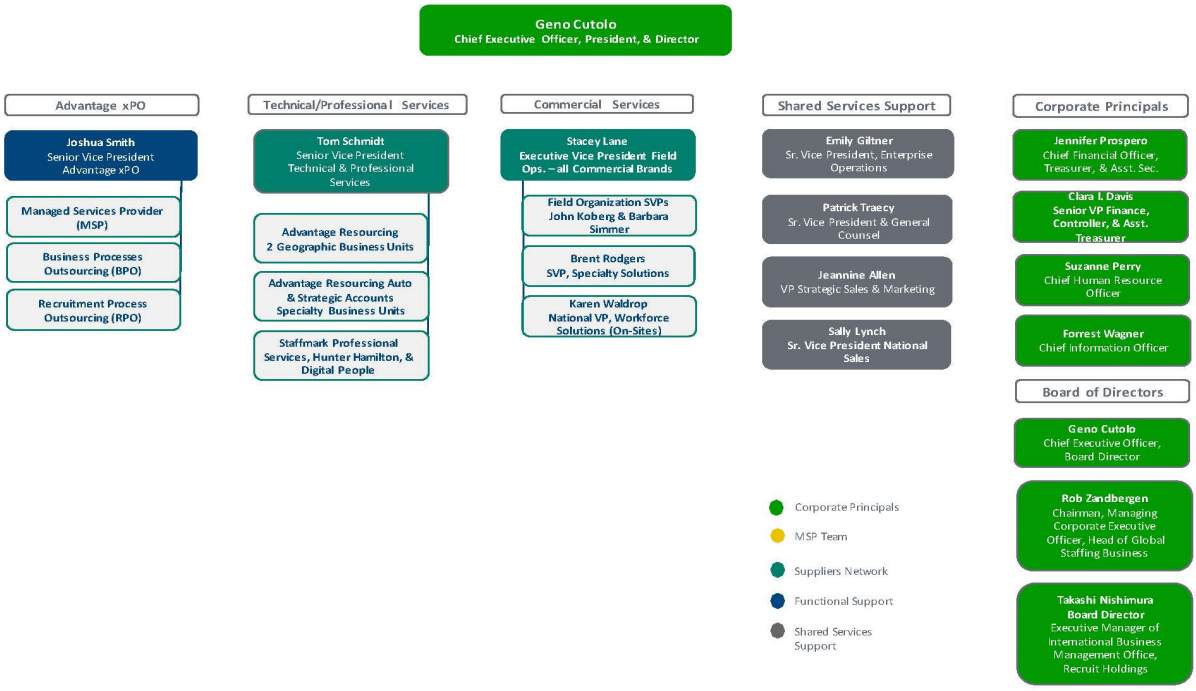
- Administrative/Office
- Light Industrial
- Skilled Trades
- Manufacturing
- Logistics & 3PL
- E-Commerce & Distribution
- Contact Center & Customer Service
- IT & Engineering
- Automotive
- Accounting & Finance
- Electronics
- Commercial Drivers/Transportation
- Marketing & Creative

Services

- ✓ *Short- and Long-term Temporary Staffing*
- ✓ *Temporary-to-Hire Staffing*
- ✓ *Direct Hire*
- ✓ *On-Site Management*
- ✓ *Cost Per Unit*
- ✓ *Pay for Performance*
- ✓ *Technical Staffing Services*
- ✓ *Professional Placement Services*
- ✓ *National Account Management*
- ✓ *Managed Service Programs (MSP)*
- ✓ *Recruitment Process Outsourcing (RPO)*
- ✓ *Business Process Outsourcing (BPO)*
- ✓ *Professional Employee Organization (PEO)*

Staffmark Group

Staffmark Group Corporate Organization Chart



Staffmark Group

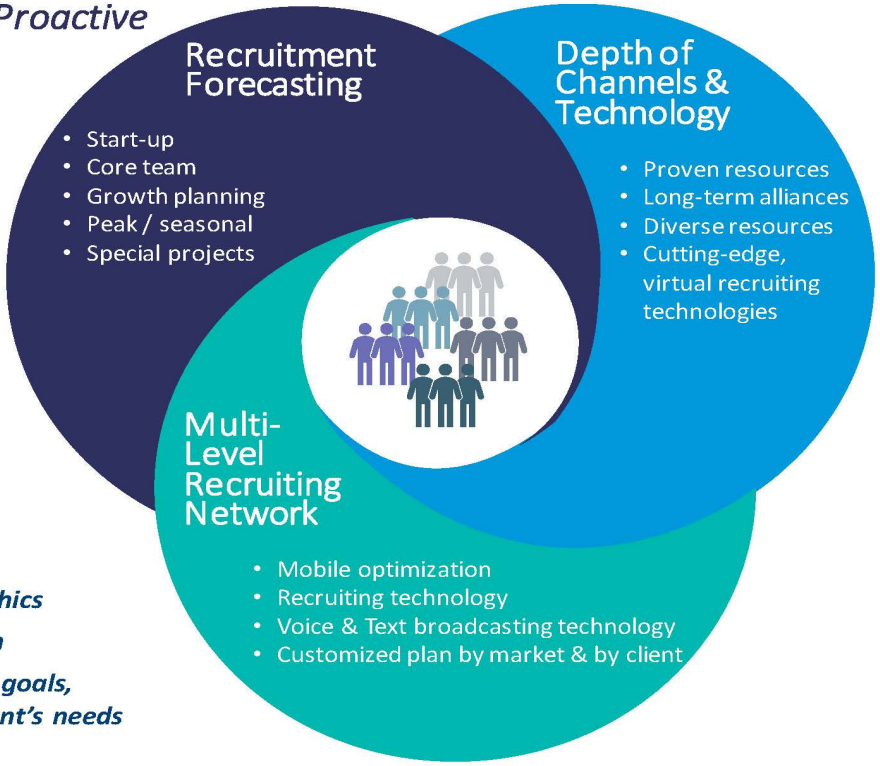
Primary Contacts:

- Alma Rodriguez
  Sr. Account Manager
  Staffmark
  1703 Phyllis Street, Suite 105
  Bentonville, AR 72712
  479-271-7818 -office / 479-268-7961 -direct line
  alma.rodriguez@staffmark.com

- Sara Staley
  Market Manager
  Staffmark
  1703 Phyllis Street, Suite 105
  Bentonville, AR 72712
  479-268-7959 -office / 479-719-1547 -mobile
  Sara.Staley@staffmark.com

Talent Attraction

Our Creative & Proactive Recruitment Approach



Considerations:

- ***Market demographics***
- ***Hiring competition***
- ***Defined applicant goals, based on each client's needs***

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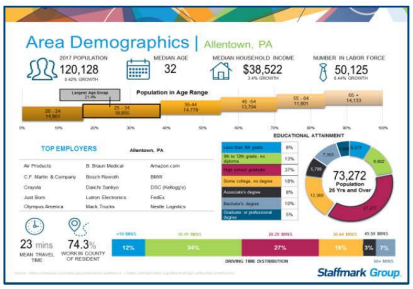
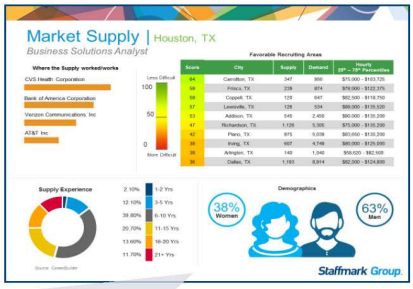
Staffmark Group.

Recruiting Channels

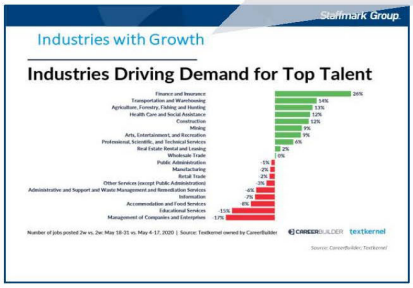
- **Technology:**
  - Mobile-friendly application
  - New Advantage Job Search app
  - Mobile-friendly hiring paperwork
  - Voice broadcasting
- **Referrals:**
  - Ensure workers have positive experience, so that they want to return for future surges and refer their friends.
- **Pipeline:**
  - Candidates that have previous similar experience
- **Community Outreach:**
  - Leverage existing relationships with community colleges & local organizations

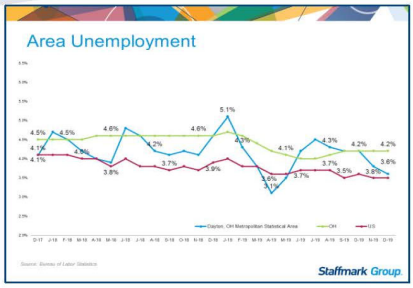
Market Research: Example

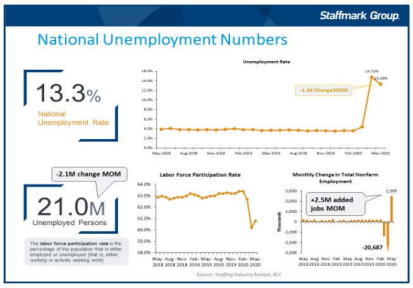




Provide up-to-date with market Supply and Demand, Market Wages, job and industry growth, and unemployment rates – local, regional, or national, as desired







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Workforce Planning – Forecasting Applicant Needs

Week	Weekly Headcount	Projected Increase	Average Weekly Turnover %	Additional Headcount Required	Total Required	Hiring Ratio	Total Applicants Required by Week
Week 1	50	25	8.0%	***4***	***29***	3:1	87
Week 2	75	10	8.0%	***6***	***16***	3:1	48
Week 3	85	20	8.0%	***7***	***27***	3:1	80
Week 4	105	20	8.0%	***8***	***28***	3:1	85

300 Applicants required to achieve fill rate performance in this example

Talent Recruitment Process

Recruiting Demographics	• Used to get an understanding of the market conditions, hiring competition, wages, and recruiting radius
Forecast the Candidate Flow Needed	• Using historical data – determine the number of candidates required • Short- and long-term targets set to help us quickly identify if recruiting sources are performing as needed
Alignment of Resources	• Based on the volume – engage a combination of team members, consisting of virtual recruiters and local support, as needed

Launch Recruiting Strategy	• Leverage recruiting resources and local market expertise
	• Target *passive* and *active* candidates
	  ○ Networking
	  ○ Social Media
	  ○ Referral Strategies
	  ○ Job Boards

Measurement of Recruiting Performance and Results	• Recruiting performance is monitored • Regroup with recruiting team & sources regularly • Communications of status to client • Tracking and sharing of recruiting sources ○ Key measurements include: Fill rate, Retention/turnover rate, Attendance, Quality of match, Referrals

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Engagement and Retention

Engagement & Retention Tips

- ✓ Collaboration
- ✓ Employee Interaction
- ✓ Visibility
- ✓ Lots of Winners
- ✓ Engagement
- ✓ Involvement of supplier partners
- ✓ Appeal to Millennials

Retention Program Examples

Monthly Prizes
Monthly prize drawing for perfect attendance and top performers

Employee of the Month
Supervisors and line leads would nominate employees

Safety Program
Create cards/prizes to be handed out when employees are caught doing something safe

New Hire Welcome
New hire welcome package given at the end of week one – welcome letter from Staffmark and client, lanyard, and Staffmark water bottle

Monthly Birthdays
We celebrate employees' birthdays by month

Refer a Friend
We offer various bonuses and prizes for referrals

Clock-in to Win
Those that clock-in on time, will be eligible to win prizes. Held on various days so each employee never knows which day

Show Up Gift Cards
Gift cards given to employee who report to work but are not needed

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Technologies Used in Talent Lifecycle

Various Touchpoints

- **Check-In Calls**
  - Confirming that our Talent and Contractors have arrived on time and can fulfill the assignment with the Hiring Manager
- **Client Quality Calls**
  - Made regularly to verify that our Talent' and Contractors' performance meets the needs of Client
- **Employee Quality Calls**
  - Confirm that our Talent and Contractors are satisfied with their assignments and understand the assigned duties and expectations
- **Coaching and Counseling**
  - Providing feedback to motivate and improve the overall performance of our Talent and Contractors
- **Exit Interviews and End-of-Assignment Evaluations**

clearlyrated

Clearly Rated
- Employee Satisfaction

Employee Workplace

Talent Platform
- Houses all employee resources and communication
  - HR and Benefit Related documents
  - Available jobs and openings

Staffmark Group. WorkNOW

Application and Scheduling App
- Candidates can apply to open positions
- Accept available shifts once application process is completed
- Accept shift changes

AllyO

Screening and Interview Scheduling Virtual Assistant
- Supports remote screening, assessment, and interviewing set up

HARQEN

Screening and Interview Platform
- Virtual Recruiting
- Profile Builder/ Prescreening
- On-Demand Interview – audio and/or visual screening of candidates
- Automated Screening Tools

call-em-all

Voice Broadcasts
- Mass calling tool to send voice call messages to the talent community on open jobs and updated assignment information

SENSE

Text Communication
- Utilized to send communication to the talent communication via text message

Automated Engagement and Communication
- To alert the talent community on updated information

Constant Contact

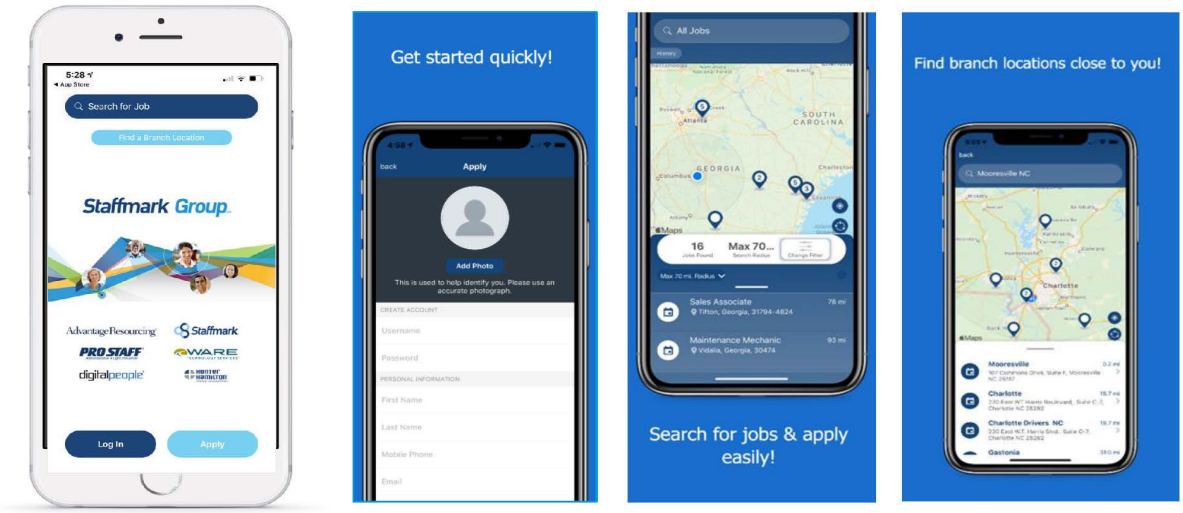
Mass Email Communication
- Informing our talent and client community the updated actions of Staffmark

Staffmark Group WorkNOW

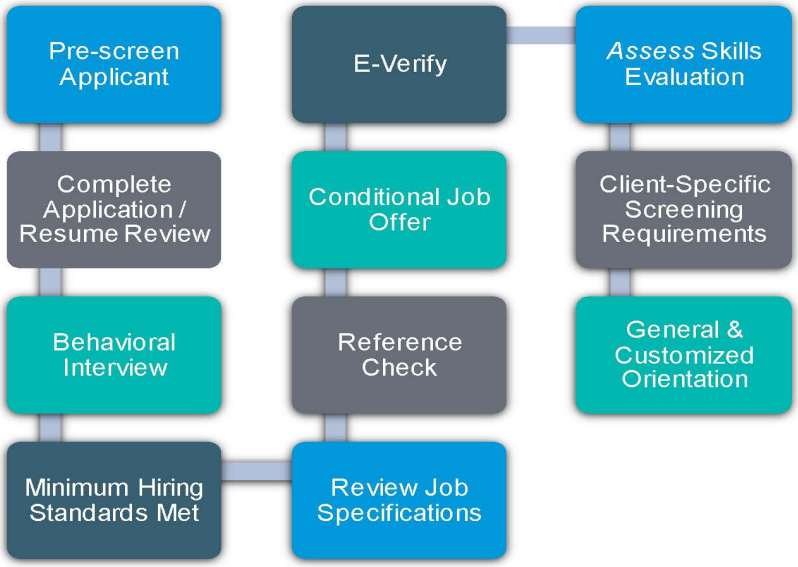
- Our *Staffing-on-Demand* Solution
  - Designed to transform the traditional staffing model
  - More agile and transparent for all parties

Order Fulfillment – Ease & Speed

- Integrated digital marketplace of workers connected to the WorkNOW platform via their mobile devices
- Streamlines the process of finding qualified workers and filling orders



Precision Hiring Process



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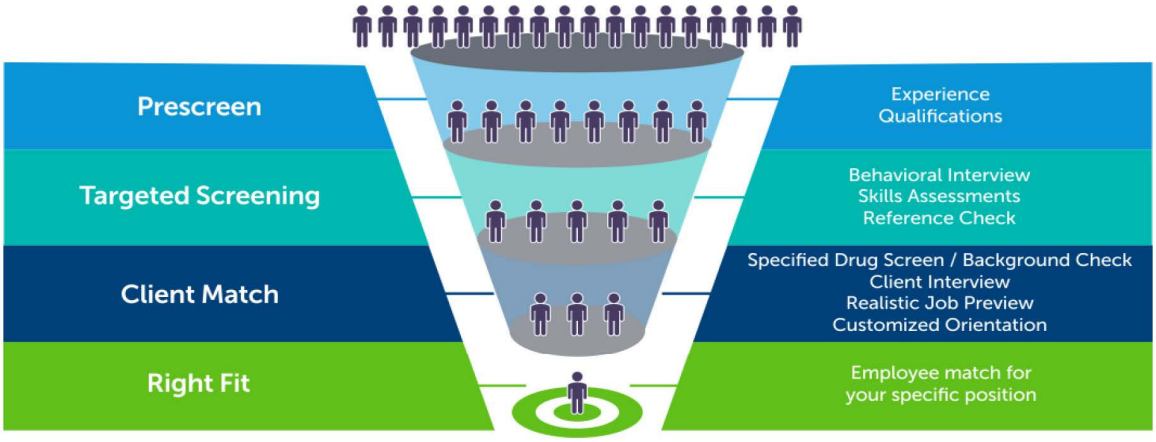
Identifying the Right Fit



Screen in candidates as they progress through the steps of the hiring process

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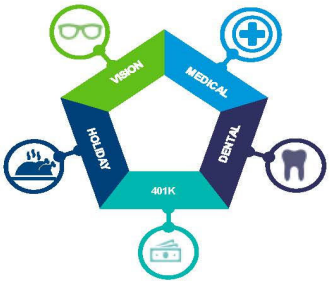
Benefits – Best in Class in Industry



- Medical (ACA Compliant)
- Dental\Vision
- 401K
- Training tutorials
- Employee appreciation events
- Resume assistance
- Sick Pay (State applicable)
- Paperless Pay
- Budgeting Tools
- Payback Rewards Program
- Staffmark Perks at Work
- Travel Club
- Verizon, AT&T, & Sprint Discounts
- Dell Advantage Loyalty Program
- Tickets at Work

dailypay • With InView or PeopleSoft Pay

Pay Card

- Use anywhere that Visa® debit card or Debit Mastercard® is accepted
- ATM withdrawals

Verizon Discount Program

- Temporary Employee Discount Program
  - Save 15% off your Verizon monthly access fees.
  - Get 25% off eligible Verizon Wireless accessories

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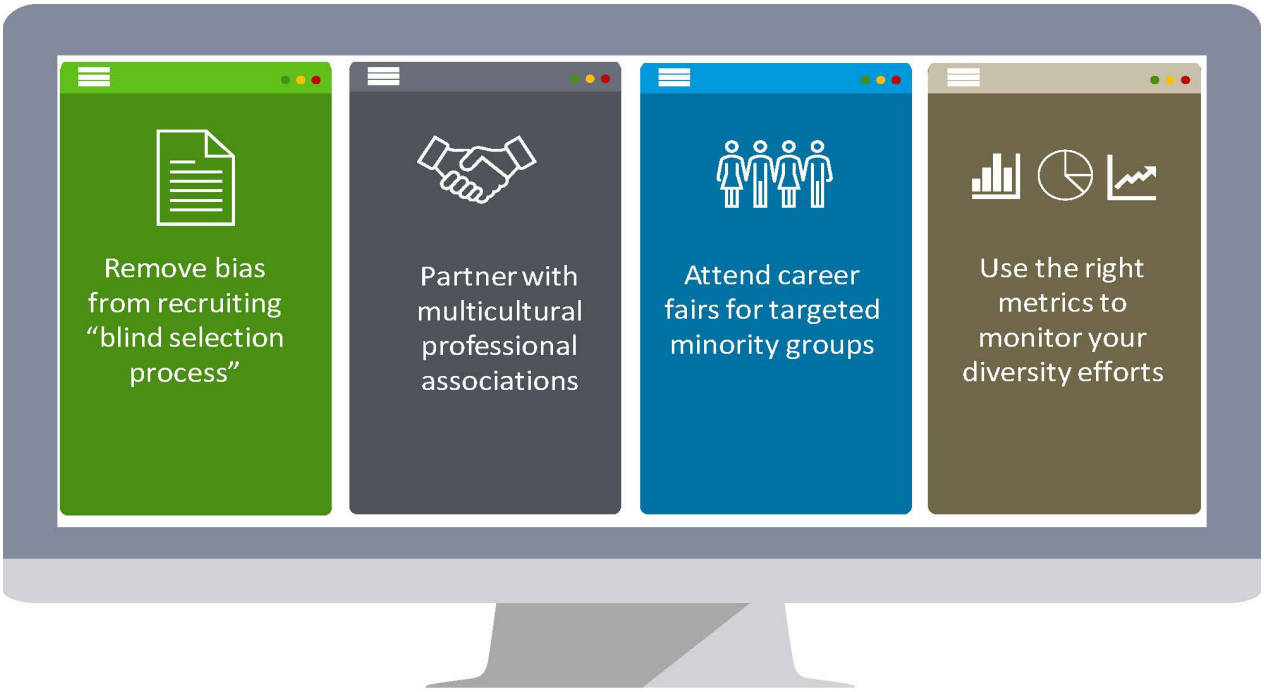
Diversity & Inclusion Best Practices



Staffmark Group

Diversity & Inclusion

Our Commitment to Diversity and Inclusion.

It is the policy of our Company to provide equal employment opportunity to all individuals without regard to race, color, religion, sex, sexual orientation, gender identity, gender expression, ancestry, medical condition, age, marital status, national origin, citizen status, genetic information, physical or mental disability, veteran status, denial of medical or family leave, pregnancy, or pregnancy disability leave or any other protected group status as defined by federal, state or local law. This commitment extends to all aspects of the employment process including but not limited to hiring, promoting, disciplining, and terminating of employees as well as development of processes and procedures. To this end, the Company has policies covering Diversity, Affirmative Action, Equal Employment Opportunity and Disabilities in the Workplace and takes these policies into account in the development of our policies and procedures internally as well as in partnership with our clients and vendors.

Recruiting Methodology to Support Our Commitment

- Embed diversity throughout the entire recruiting process
- Proven talent acquisition process for sourcing, screening and selecting the best and diverse talent
- Streamline the requisition management and candidate sourcing processes.
  - Work with each client to create standardized job descriptions focusing on diversity initiatives
  - Incorporate proven-successful sourcing methodologies
  - Create a diversity SLA by client
  - Ensure that the interviewing process embraces diversity (diverse interview panels, discussions of diversity)

localjobnetwork.com
Locally focused. Nationally connected.™

Our Partnership with Local Job Network

- Comprised of more than 600 local employment and diversity websites throughout the country that allow employers to be locally focused and nationally connected while utilizing:
  - State distributions to appropriate employment delivery services as defined by VEVRAA regulations
  - Distribution to a network of 15,000+ community-based organizations and sites dedicated to diversity in recruitment including: AllVeteranJobs.com, DiversityJobs.com, AllHispanicJobs.com, DisabledPerson.com among others.
  - Community outreach to a network that encompasses all 50 states.

Operation: Hired
Our Military Recruiting Program

- Works with Veterans to help them translate skills & experience from military to civilian workforce – easing their transition
- Launched in the Greater Cincinnati – January 2015.
  - Since inception, almost 500 applicants per year – a win for both veterans & clients; veterans gain an advocate and job partner, and clients gain access to dedicated, hard-working employees, with proven results
- As part of initiative, we are proud to partner with *Hirepurpose* –
  - Non-profit supporting to veterans, military spouses, and their families

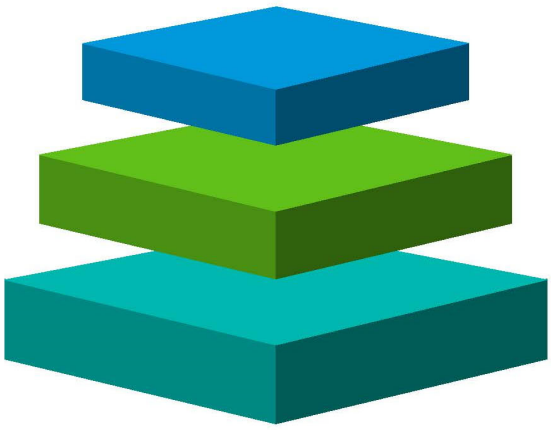
Program Servicing:

- Transitioning service members
- Military veterans who have previous industry experience
- Military spouse & family members
- Disabled and homeless veterans

Partnership Reviews

Staffmark Group

Staffmark Group℠ The City of Bentonville



Market Experience

- ***Right fit*** to serve as your primary staffing provider
- Extensive knowledge of the local market, and a proven history of success – in the City since 2008, and the market for over 40 years
- Supplying employees in the roles you need

Staff Experience / Tenure

- Our talented, experienced professionals, dedication to quality, and consistently high standards make our company the employment service of choice

Innovation & State-of-the-Art Technology

- Supporting the ease, quality and speed of the application & fulfillment process – with flexibility and immediate results

25

Staffmark Group.

Pricing Information

Classification	Pricing
City Works Positions	30% Mark-Up

Staffmark Group SM
Thank you!
Working together.
The information contained herein is confidential information to and is the exclusive property of Staffmark Investment LLC, its parent company, Staffmark Group, LLC (collectively "Staffmark") and affiliated sister companies, Technical Aid Corp., (and its subsidiaries Advantage Technical Services, Inc., Advantage Technical Resourcing, Inc. and Advantage Resourcing International, Inc.) and Hire Thinking Inc. dba Advantage xPO,. and is only to be used by Recipient in evaluating the services of such entities. Neither the documents nor the contents of the documents are to be used, reproduced or disclosed, in whole or in part, by Recipient without the expressed written permission of Staffmark Investment LLC, Staffmark Group, LLC Technical Aid Corp and Hire Thinking Inc. The information should be destroyed or returned to Discloser when no longer needed.
Advantage Resourcing
Advantage xPO
digitalpeople
Creative, Interactive & Marketing Recruiters
Hunter Hamilton
FINANCE + ACCOUNTING
PRO STAFF
Staffmark
WARE
TECHNOLOGY SERVICES

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT B

RFQ-20-72 Solicitation

CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: December 6, 2020

REQUEST FOR QUALIFICATIONS
TEMPORARY STAFFING SERVICES
RFQ-20-72

The City of Bentonville, Arkansas is accepting Statements of Qualifications from properly qualified, experienced and properly licensed agencies to provide temporary staffing solutions to the City. The Contract will be available to all City Departments on an as needed basis for temporary staffing solutions. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).The contract will be for a one (1) year term, renewable annually upon mutual written consent for a total maximum term of three (3) years.

Information pertaining to this Request for Qualifications and the required Response Packet can be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located on the second floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Submissions to RFQ-20-72 must be delivered to the Purchasing Office prior to the Submission Deadline, mailed or hand-delivered in attention to the Purchasing Office, City of Bentonville 117 W. Central Avenue Bentonville, Arkansas 72712, with the agency's name and address and RFQ-20-72 clearly labeled on the outer envelope. The Submission deadline is 2:00 P.M., January 6, 2020. Late Submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM

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

RFQ-20-72

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	**RFQ-20-72**	Date of Issuance:	**December 6, 2020**
Brief Description:	Request For Qualifications to provide flexible, temporary staffing services to the City of Bentonville Parks and Recreation Departments and other Departments, as needed.		
Agency:	The City of Bentonville, Arkansas Parks and Recreation Department		
For Questions:	Gladys Shoemake, City of Bentonville Purchasing Manager purchasing@bentonvillear.com (479) 271-3115 City Hall 117 West Central Ave. Bentonville, AR 72712		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	**2:00pm Wednesday, January 6, 2020**
Responses must be received by the Purchasing Office prior to 2:00 P.M., Wednesday, December 30, 2020. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the submission deadline. Responses received after the designated submission deadline date and time will be considered late and will be rejected, without exception.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	City Hall Attn: Purchasing Office 117 West Central Ave., Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be properly marked with the following information: • Proposal Number: **RFQ-20-72** • Vendor's name and return address
Number of Copies for Submission:	**(2) Two signed originals and (1) digital copy (Email, Flash Drive, or CD)** of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Name of Agency or Individual:_____

Contact Person:_____Title:_____

Email:_____Phone:_____

Business Address:_____

City:_____State:_____Zip Code:_____

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

RFQ-20-72

SECTION 1.0: SUMMARY

The City of Bentonville, Arkansas is seeking Statements of Qualifications from qualified, experienced and properly licensed (when applicable) agencies to provide flexible, temporary staff services/solutions to the City. The Bentonville Parks and Recreation Department will be the primary Department utilizing these services; however, the contract will be available to all other City Departments to fulfill their temporary staffing needs.

The City will form a Selection Committee to evaluate all submissions and select the top three qualified agencies from the responses to the RFQ. These agencies may be invited to interview with the Selection Committee and submit a formal proposal for the services; however, the City reserves the right to forego the interview process and proceed directly to the proposal and negotiation phases. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

SECTION 2.0: BACKGROUND

The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA of over 525,000 in population. The 2010 Census reported a city population of 35,301. Staff has estimated the current population at *49,629*, almost 41% growth in nine years, with a more diverse and younger demographic shift. Bentonville, Arkansas is the home of Walmart and Sam's Club headquarters and satellite offices for dozens of Wal-Mart and Sam's vendor supplier partners. Projects such as Crystal Bridges Museum of American Art, which has welcomed more than 4.2 million visitors since opening in fall 2011, brings culture, tourism and national recognition to the community. Downtown Bentonville is a vibrant and thriving area, rich with culture and home to beautiful historical architecture and many diverse boutique shops and restaurants. The City continues to experience stability in growth and benefits from its strong and diversified local economy.

As the City grows, the need for temporary positions to be filled in a timely manner has increased.

SECTION 3.0: METHOD OF AWARD/WORK

It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

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

Beginning with the top rated agency, the City's Contact will email a Request to Fulfill Temporary Position Form to the top highest rated agency's representative. This Form will contain the following information:

- Summary of Duties
- Assignment Start Date
- Estimated Assignment End Date
- Daily Work Schedule Hours
- Requirements
- City Contact

The top rated agency will be given three (3) business days to inform the City's Contact if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the top rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the second highest rated agency of the open positions (or remaining open positions). The second highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

Method of Award/Work (Section 3.0) continued

If the second highest rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the third highest rated agency of the open positions (or remaining open positions). The third highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the third highest rated firm is not able to fill any or all of the open positions, the process will be repeated with the remaining positions, beginning with the top rated firm.

The agency's representative is encouraged to confirm receipt of the City's request. The City is not responsible for emails that get lost, are not delivered, are sent to a spam folder etc.

The City reserves the right to cancel requests for fulfillment at any time the City deems necessary. Once an agency responds that they are able to fulfill a position, the agency is responsible for fulfilling that position in the time frame specified by the City. Agencies should be aware that position duties may adjust slightly from the time that they were requested, based on the timeframe of fulfillment and the City's current needs. Additional days to fulfill requests will not be granted unless all other agencies under the contract have provided written agreement to forego a request form the City.

Agency performance and the performance of the provided temporary employees will be used in the evaluation of any renewal term for the contract. In the event that all agencies on the contract are unable to fill the City's request, the City reserves the right to fill the requirement by soliciting pricing from other qualified sources.

SECTION 4.0: SCOPE OF WORK

The temporary positions will be used to meet specific business needs for either short-term or long-term assignments. The type of work for each need will vary, but is expected to be primarily labor, maintenance, janitorial, clerical or other services as needed by the City.

The City reserves the right to reject any proposed staff and to terminate staff assignments at any time.

The City reserves the right to offer Agency's employee, provided to the City for temporary employee needs, full-time employment only after the employee completes 320 (three hundred twenty) hours of work for the City through the agency. This amount of time may be decreased by mutual written agreement between the City and the awarded agency.

1) **Agency Responsibilities**
   a. **Account Representative:** assign a designated account representative to the City's account. This representative shall be experienced in fulfilling temporary employment positions for labor/maintenance related work. The representative shall be readily available and shall provide efficient and timely correspondence to the City's Contact.

Agency Responsibilities (continued) (Section 4.0 (1))

b. **No Subcontracting/Assigning:** The City will not approve the use of subcontractors by awarded agencies for temporary staffing services.

c. **Response Requirements:** when responding to the City that the agency will be able to fill a position, the agency shall provide the City with the following within 24 hours of notifying the City of its ability to fulfill the position:

   i. Proposal including reference checks, background checks, and any other appropriate screenings for all temporary candidates proposed for the City's need.

   The City may agree to extend the timeline for the proposal if it is within the City's best interest.

d. **Candidate Screening:**

   The City reserves the right to select or to withhold acceptance of a candidate until City approval of any testing related facility, program or procedure.

   i. **Background Screening:** temporary candidates, based on the position, may be subject to various criminal checks, fingerprinting, and background checks upon which results the City may choose to base its decision to accept an individual for an assignment. Background check costs shall be the responsibility of the City.

   ii. **Drug Testing:** The City will identify if there is a drug-testing requirement at the time the City issues the Request to Fulfill Temporary Position or at any time prior to or after the candidate begins work. These tests may be conducted randomly, on a random number of temporary employees. The costs for any required drug testing shall be the responsibility of the City.

   iii. **Qualifications:** The agency will ensure that all temporary employees are qualified, reliable, paid appropriate wages, and provided legally mandated benefits. All temporary employees shall be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position. The agency shall screen for the employees ability/aptitude and assign the employees appropriately.

      1. Providing temporary employees that are unqualified for the position or that are unable to read, write, speak and comprehend the English language in accordance with the City's determination will result in the agency being required to refund any fees and/or wages incurred.

   iv. **Conduct:** temporary employees shall be respectful of all people with whom they interact with or come in contact with, including City employees, customers of the City and the public. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.

Agency Responsibilities (continued) (Section 4.0 (1))

v. **Attire:** the agency shall send temporary employees to the assignments dressed appropriately relative to the position type(s). The City reserves the right to reject any candidate that does not arrive to work dressed appropriately.

e. **Replacement of Rejected Employee:** In the event any temporary employee fails to adhere to the City's directions and/or requirements, or demonstrates that they are not qualified to perform the required duties, the City shall notify the agency and the agency shall replace the employee within two (2) business days at no cost to the City (included but not limited to training time, background checks, ID badges, drug testing, etc.).
   i. This requirement is also applicable to any temporary employee that leaves for any reason, before the assignment is completed. When an employee leaves, at any time, the agency shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) business days, the City shall invoice the agency for the exact replacement cost. The agency shall pay this invoice within fourteen (14) calendar days or City shall deduct the invoice amount from the next scheduled invoice payment.
   ii. Agency shall notify the City within two (2) hours of any temporary employee leaving (not returning to work for) the City, or who is otherwise unable to fulfill the assignment (either partially or completely); the City shall notify agency within two (2) hours of any temporary employee not arriving to work, leaving work, or being rejected for the work.
   iii. Agency shall notify the City within two (2) hours

f. **Invoicing:** Detailed invoicing shall be provided on all invoices and shall be broken down by hour or other detailed manor, to be more accurately determined upon award of the contract.

g. **Safety Vests:** Agency shall provide a safety vest to employees when applicable.

h. **Temporary Employee Requirements:**
   i. Valid driver's license
   ii. Pass 2-county background check
   iii. Pass 5-panel drug screen
   iv. Reliable transportation to/from work
   v. Able to meet physical demands of the job
   vi. Able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position
   vii. Able to lift at least fifty (50) pounds
   viii. Able to work in adverse weather conditions
   ix. Possesses position appropriate clothing
   x. Available for the assignment dates specified by the City or available for the length of the season (when applicable)

Agency Responsibilities (continued) (Section 4.0 (1))

xi. Motivated and reliable
xii. Able to and willing to follow instructions

i. Additional Requirements

i. Agency shall have daily availability of up to thirty-five (35) employees (fewer on weekends)
ii. Minimum pay-rate of $12.00 (twelve dollars) per hour
iii. Employees shall be able to flex-schedule

2) **City of Bentonville Responsibilities**

a. Contact Person: the City shall provide a designated Contact Person to the agency for any Department utilizing the contract.

b. Training and Supervision: agency's employees shall be supervised by the City. The City shall have direct control over the daily activities of the employees assigned to the City. Work policies, procedures, and standards established by the City shall be followed at all times. The assigned employees shall confirm in all respects with regard to physical, fire and security/safety regulations while on the City's premises. Agency shall be responsible for obtaining all rules, regulations, policies, etc. form the City, as needed.

c. Personal Protective Equipment: The City will provide assigned employees with safety glasses, gloves, sunscreen, hydration, ivy block, safety chaps, and face masks when applicable and/or required.

d. Timesheets: emailed to match agency payroll.

e. Bi-Monthly Customer Satisfaction Report: The City shall submit to the agency a bi-monthly report of the City's satisfaction with agency's performance.

f. Approval -Felony Convictions: The City will have the ability to approve, in writing (email), any candidate with a felony conviction before they are assigned to a City of Bentonville temporary position.

3) **Approximate Job Description:** This description is approximate only, intended to convey the duties that the City expects to be most commonly requested. This is not intended to be an exhaustive description of the types of work, tasks, duties, positions etc. that the City may request temporary employees for. A work day is typically 1st or 2nd shift.

a. Operation of landscaping equipment, including but not limited to mowers, weed-eaters, blowers, power washers etc.
b. Sow grass seed or plant trees, shrubs or flowers, according to instructions and planned design of landscaped area(s). Grubs and weeks around bushes, trees and flower beds.
c. Plant new and repairs established lawns, using seed mixtures and fertilizers recommended for particular soil type(s) and lawn location(s). Mows and trims lawns. Trims and edges around sidewalks, flower beds and walls.
d. Apply herbicide or mulch to designated areas. Sprays lawns, shrubs and trees with fertilizer, herbicides and insecticides.
e. Trim hedges and shrubs. Prune trees and cultivate gardens. Spray trees and shrubs, apply supplemental liquid and dry nutrients to lawns and trees.
f. Pick up paper and rubbish. Rake and bag leaves. Clean grounds and remove litter.

Approximate Job Description (Section 4.0 (3)) Continued

- **g.** Repair and paint benches, tables and guardrails. Assist in the repair of roads, walks, buildings, and mechanical equipment.
- **h.** General dirt work on all ball fields, including but not limited to raking and shoveling.
- **i.** May work in high traffic areas at times.
- **j.** Hang lights, decorations etc.
- **k.** General janitorial duties.
- **l.** Clerical and/or administrative duties.
- **m.** Other duties as assigned.

SECTION 5.0: REQUIRED RESPONSES

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding agency is requested to include the following information in their preferred format:

1. A signed cover letter or letter of intent.
2. A brief summary of the agency's ability to provide the services described herein.
3. Provide the following background information of the agency and of the agency's representative that would be assigned to the City's account:
    - Services provided by the agency;
    - The agency's method or approach to temporary position fulfillment;
    - Resume, industry reputation and qualifications;
        i. Employment history as it relates to staffing services.
    - Agency's experience providing the same or similar services, as outlined in this RFQ. Specific information regarding experience with other governmental entities should be highlighted.
4. Narrative describing how the agency acquires and maintains quality candidates. Agencies should include information on any special incentives the agency uses to aid in employee retention.
5. Description of the benefits offered to agency employees (candidates for temporary positions).
6. Narrative describing that the agency is an equal opportunity employer and does not discriminate on the basis of race, creed, religion, national origin, age, sex, or gender. Agencies should include information on any special policies or procedures in place to encourage equal opportunity employment.
7. The following information for key personnel:
    - Name(s)
    - Respective titles
    - Experience
    - Periods of service with the agency
    - Information on past work experience providing the same or similar services as outlined in this RFQ.
8. The following information for the agency:
    - Name
    - Headquarter Address
    - Phone Number

- Email
- Website Address
- Indicate whether the agency is a partnership, corporation, or sole proprietorship.
- Where the company is organized
- Names of principals, officers, and directors of the agency.

9. The contact information for the primary contact personnel, including:
    - Name
    - Address
    - Phone Number
    - Email
10. Provide a list of all applicable licenses maintained by the agency.
11. Statement of Qualifications: A narrative or other statement by the agency of its qualifications to perform the services outlined in this RFQ. Responding agencies shall have a minimum of five (5) recent years of experience providing staffing services for janitorial, maintenance, clerical, or other services.
12. A brief summary of the capacity and availability of the agency and the key personnel to undertake providing the services to the City.
13. References from at least five (5) clients to whom the agency as provided the same or similar services.
    - List the following information for each reference:
        - Client name
        - Address
        - Contact person and title
        - Telephone number
        - Email address
        - Length of working relationship
        - Description of the services provided to the client
        - Brief narrative describing the relationship, specific achievements and any other pertinent information that would assist the City in determining the likeness to the services requested herein.

{This space has been intentionally left blank}

ADDENDUM TO SOLICITATION

SOLICITATION ID: RFQ-20-72

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: DECEMBER 18, 2020

RE:TEMPORARY STAFFING SERVICES

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

This addendum modifies the original response document(s) dated December 6, 2020. ***Submitters are required to acknowledge receipt of this addendum by including it in their submission. Failure to acknowledge this addendum may result in rejection of the submission.***

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

Submission Deadline Date (Year):

1.0 The submission deadline year listed in the original response documents and advertisement contained a typographical error, listing a 2:00pm, January 6, 2020 deadline.

1.1 The correct year for the submission deadline is 2021; 2:00pm, January 6, 2021.

Deadline for Submission of Questions:

2.0 A date for the deadline for interested parties to submit questions was inadvertently not included in the original response documents.

2.1 The deadline to submit questions to RFQ-20-72 is 4:30pm, December 31, 2020.

[End of Addendum Number 1]

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT C

Summary of Method of Award/Work for Reference

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

Summary of Method of Award/Work

Awarded Agency: Staffmark Group

Awarded Agency Rank in RFQ-20-72 Evaluation: Second Highest Rated Submitter

Reference for Agencies Awarded Under RFQ-20-72:

- 1st Top Highest Rated Agency: Agency 1
- 2nd Top Highest Rated Agency: Agency 2
- 3rd Top Highest Rated Agency: Agency 3

STEP 1: City's Department Contact (Contact) emails a Request to Fulfill Temporary Position Form to Agency 1. The date of the Request is the first day of the three (3) business days in which the Agency must respond.

STEP 2: Agency 1 has three (3) business days to respond to the Request. By the end of the third business day Agency 1 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 3: Remaining requested positions/requested positions unable to be filled by Agency 1 are forwarded to Agency 2 for fulfillment/response within three (3) business days. By the end of the third business day Agency 2 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 4: Remaining requested positions/requested positions unable to be filled by Agency 2 are forwarded to Agency 3 for fulfillment/response within three (3) business days. By the end of the third business day Agency 3 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 5: In the event that positions in the Request remain unfilled, the process shall be re-started with the remaining positions, beginning with Agency 1.

Proposals: Agencies must provide a Proposal for the position(s) being fulfilled, including reference checks, background checks, and any other appropriate screenings for all temporary employee candidates proposed (the City may extend the timeline for the Proposal if it is within the City's best interest). Agencies have two (2) business days to replace rejected or otherwise incomplete candidates before the positions are forwarded to the next Agency in the process.

Replacement Positions: Agencies have two (2) business days to replace unfulfilled positions before the positions are forwarded to the next Agency in the process.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH STAFFMARK TO PROVIDE TEMPORARY STAFFING 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 Staffmark to provide temporary staffing services for City of Bentonville departments, 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/20201**
Department	**Parks and Recreation**
Submitted by	**Scott Mendenhall, Parks Maintenance Manager**
Phone	**479-418-8635**

Item Type: (*Check All That Apply*)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action *(Enter recommendation in space below):*

Resolution to enter into an Agreement with TEC Staffing to provide temporary staffing services for City Departments per the attached Contract. The Contract with TEC will be for one year, renewable annually for a maximum term of three years. The City issued a Request for Qualifications (RFQ-20-72) with the intent to award a contract for temporary staffing services to three agencies to help meet the City's needs for temporary staffing services. The Selection Committee for RFQ-72 evaluated submissions and selected 1st Employment Staffing as the top highest rated agency; Staffmark Group was selected as the second highest rated agency, and TEC Staffing was selected as the third highest rated agency (separate Agenda Items). The Contract with TEC will be available for use by any City Department in need of temporary staffing. TEC will charge a 30% markup to the City's pay rate for temporary positions.

Estimated Cost	
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded *(briefly explain in space below)*:

Memo

To:	City Council, Mayor Orman
Through:	David Wright, Parks and Recreation Director
From:	Scott Mendenhall, Parks Maintenance Manager
Date:	February 10, 2021
Re:	Resolution to enter into agreement with TEC Staffing to provide Temporary Staffing Services for Bentonville Parks and Recreation for 2021.

Parks and Recreation Department Staff requests Council's approval of a Resolution to enter into an Agreement with TEC Staffing to provide temporary staffing services to City Departments. TEC will charge a 30% markup to the City's pay rate for temporary employees.

For many years, the City has utilized Temporary Staffing agencies to assist with seasonal employee needs. Although the system is not immune to occasional challenges, this decision has been beneficial to the City. It allows for flexibility as compared to hiring seasonal employees directly, resulting in decreased overtime hours for seasonal staff. Staffing agencies advertises and interviews candidates for our open positions. They also run background checks and drug screening to ensure we are bringing on a qualified candidate that is safe to place in our public parks and spaces.

The City issued a Request for Qualifications (RFQ), RFQ-20-72, for temporary staffing services with the intent to award a contract to three agencies to help meet the City's temporary staffing needs. Five agencies responded by submitting a Statement of Qualifications; in accordance with the solicitation and Arkansas State Law, a Selection Committee was formed to evaluate the submissions. The Selection Committee rated 1st Employment Staffing as the top highest rated agency, Staffmark Group as the second highest rated agency, and TEC Staffing as the third highest rated agency. Agenda Items requesting award of a contract to Staffmark and TEC Staffing are also included in this Council Meeting's Agenda. In past years, the City has typically only contracted with one temporary staffing agency, at times supplementing with one additional agency when needed; however, the Parks and Recreation Department has experienced issues with only one agency being able to fulfill temporary position needs in a timely manner during peak

season times (such as spring, summer and Christmas seasons). This method of having contracts with three agencies will allow Departments to request temporary staff from the highest rated agency, and then send remaining positions that agency is not able to fulfill to the second and third highest rated agencies (depending on their ability to fulfill the positions), as outlined in the attached documents. Each agency will have three days to fulfill the temporary staff requests before the positions are sent to the next highest rated agency.

If you have any questions regarding this item, please let me know. Please call me at 418-8635, or email smendenhall@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SERVICE CONTRACT: RFQ-20-72 Temporary Employment Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and TEC Staffing Services, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. **DESCRIPTION.** This Contract has been awarded to Contractor as a result of Contractor's Statement of Qualifications and Proposal Temporary Staffing Services, attached hereto as **Exhibit A**, submitted to the City's Request for Qualifications RFQ-20-72, attached hereto as **Exhibit B**. The services shall consist of providing staffing services for the City, as described herein.

2. **PRIMARY CONTACTS.** The primary contact for the Contractor shall be Michael Covington. The primary contact for the City shall be the City of Bentonville Parks Operations Manager, or his designated assignee. Contractor shall also consider the Department Manager for the specific City Department requesting temporary staffing services as the primary contact for that Department's needs (ex. the Public Works Maintenance Manager for Public Works Maintenance temporary staffing needs, the Bentonville Electric Utilities Director for Electric Department staffing needs, etc.).

3. **CONTRACT TERM.** The term for this Contract shall be one (1) year, commencing on **February (month)** 10 **(day),** 2021**, and ending on February (month)** 9th **(day),**2022**.** The Contract shall be renewable annually in one (1) year increments upon mutual written agreement for a total Contract Term not to exceed three (3) years.

4. **PROCEDURES.** The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

5. **FEES, EXPENSES, AND SCHEDULE.** The City agrees to pay Contractor based upon the percentage markup for temporary employee fees outlined in **Exhibit B**, summarized as follows:

   a. **Temporary & Temporary to Hire: 30% Mark Up to Pay Rate**

There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as an Amendment and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

6. **METHOD OF AWARD/WORK.** This Contract is intended to be utilized by Departments Citywide.
   a. **Multiple Award.** Contractor was the third highest rated submitter to RFQ-20-72, as such the procedures for requested temporary employees, as outlined in **Exhibit B** and herein shall apply.
   b. **Replacement Temporary Employee Positions.** In the event that temporary employees provided require replacement, for any reason such as, but not limited to the temporary employee resigning from the assignment, or the temporary employee failing to qualify for the assigned duties when on-site, the Department will allow Contractor two (2) business days to propose a replacement temporary employee before moving on to the next highest rated contractor for these services.
   c. **Summary.** A summary of the Method of Award/Work has been attached hereto as **Exhibit C** for the Parties quick reference.

7. **ADDITIONAL SERVICES.** Any service outside of the services stated herein and in the Exhibits attached hereto, must be pre-approved by the City, in writing, and in accordance with applicable procurement laws and City purchasing procedures prior to any additional work proceeding.

8. **INVOICING.** Contractor shall submit invoices to the City's Department for whom the temporary employee services have been provided (i.e. if providing Parks and Recreation temporary employees, the invoice must be sent to the Parks and Recreation Department contact) monthly for fulfilled services, for actual hours fulfilled. Approved invoices will be paid within 14 days of receipt.

9. **PAYMENT.**
   a. **Inaccurate Invoicing.** In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.
   b. **Service Failure.** In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.
   c. **Temporary Employees Whom Resign.** The City shall not be billed for hours worked by

temporary employees whom 'walk-off the job-site' within the first day of their assignment (i.e. if an employee is assigned for eight hours of the first workday and resigns after completing three of those hours, the three hours shall not be billed to the City.

10. FAILURE TO PERFORM. If the Contractor fails to perform under this Contract for a single City Department, the City Department for which the failure to perform occurred shall provide Contractor with thirty (30) days written notice that they will no longer be requesting services from Contractor under this Contract. In the event of such notice, the Method of Award/Work will be modified to exclude Contractor for that Department according to the best interest of the City and the City Department.

11. 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.

12. TERMINATION (GENERAL): Either party may terminate this Contract for any reason with thirty (30) days written notice.

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

14. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

15. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in the Exhibits attached hereto and in accordance with State and Federal laws, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes.

Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

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

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

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

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

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

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

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

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

24. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to the Exhibits attached hereto.

25. FREEDOM OF INFORMATION ACT. Contractor understands that City is subject to ACA 25-19-105, which makes City records available to citizens of Arkansas, including but not limited to this Contract and all Exhibits attached hereto.

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this _____ (day) of _____(month), 2021.

CITY OF BENTONVILLE, ARKANSAS

By: _____.

Stephanie Orman, Mayor

By: [redacted]

Name(printed): JEFF GEREN

Title: Administrative Director

TEC Staffing Services

Address: 1825 North A Street
Fort Smith, AR 72901

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT A

TEC Staffing Services Proposal for

Temporary Staffing Services

TEC Staffing Services

STAFFING • PAYROLLING
OFFICE • INDUSTRIAL • PROFESSIONAL

Corporate Office
1825 North A Street
Fort Smith, Arkansas 72901
479.785.3022
tecjobs.net

January 29, 2021

Gladys Shoemake
City of Bentonville, Purchasing Office
117 West Central Avenue
Bentonville, Arkansas 72712

Re: RFP 20-72

Ms. Shoemake;

We appreciate the opportunity to present our proposal for temporary staffing services to the City of Bentonville.

Enclosed you will find TEC Staffing's formal proposal, along with an outline of our services and fees.

If you have questions or need anything else at all, please don't hesitate to reach out to me directly at 479-200-4174 or via email at *mcourington@tecjobs.net*

Best Regards,

[redacted]

Michael Courington
Business Development

Temporary Staffing Services
RFP 20-72

TEC Staffing Services
100 North 8th Street
Rogers, Arkansas 72756
479.246.0111 (office)
479.246.0523 (fax)

Maribel Torres
Benton County Branch Manager
479.419.8593 (cell)
mtorres@tecjobs.net

Michael Courington
NWA Business Development
479.200.4174 (cell)
mcourington@tecjobs.net

Company History and Business Practices

TEC Staffing Services has been providing quality employees and innovative staffing solutions for more than 40 years. As the area's largest independently owned staffing service, TEC Staffing provides customized staffing partnerships that benefit our clients in meeting their specific needs. Our corporate office is located in Fort Smith, and we have a total of 10 locations in Arkansas. TEC Staffing is locally owned and operated, with working owners and managers so you can be in touch with the people that make decisions. TEC Staffing has had a presence in northwest Arkansas for nearly 20 years with branch locations in Rogers, Springdale and Fayetteville.

TEC Staffing provides employees for multiple industries including Industrial, Technical, Clerical and Professional. TEC Staffing most often recruits for warehouse, landscape, janitorial, maintenance and clerical positions.

- **Jeff Geren**, Co-Owner & Administrative Director, with 20 years' experience in staffing and over 35 years' experience in Human Resources. In addition, Jeff has a BSBA from the University of Arkansas and is a national member of the Society of Human Resources Management and American Staffing Association, as well as, a Certified Staffing Professional.
- **Bud Pitchford**, General Manager, has 15+ years' staffing experience in staffing and more than 25 years' experience in Loss Prevention.
- **Maribel Torres**, Benton County Branch Manager, has more than 8 years of temporary staffing experience and manages our client accounts in the Bentonville and Rogers areas.
- **Michael Courington**, Northwest Arkansas Business Development Representative, has been with TEC Staffing nearly 6 years, and has more than a decade of experience in Workforce Development and Marketing.
- **Yudi Jiminez**, a Recruiter in our Benton County Branch office, has been with TEC Staffing more than 17 years.
- **Sabrina Long**, a Recruiter in our Benton County Branch office, has been with TEC Staffing more than 8 years.

With a total of more than 30 collective years of staffing experience, the Recruiters in our Rogers office are ready to serve. TEC Staffing has two additional branch locations in northwest Arkansas (Springdale and Fayetteville) with seven additional Recruiters ready and able to fill any order if needed.

Municipal Experience

TEC Staffing has extensive experience providing staffing services to municipalities. We currently provide landscaping, custodial and maintenance employees to the City of Rogers, the City of Springdale and the City of Fayetteville. TEC Staffing also provides services to the municipalities of Fort Smith, Van Buren, Conway, Searcy and Garfield.

Administration & Staffing

The biggest difference between TEC Staffing and other staffing agencies is customer service. We customize our staffing solutions for each client, and we provide client support 24 hours a day, 7 days a week. Our office location in Rogers would manage your account, and an individual account representative is readily available at all times. Our Rogers office is fully staffed Monday through Friday from 8am to 5pm, but our phone is answered 24 hours a day, everyday…allowing our employees to notify us anytime if they are running late or unable to report to work. TEC Staffing's management team has access to voicemail and email after hours, allowing us to immediately respond to work orders and other inquiries/concerns and communicate effectively with the City of Bentonville staff.

TEC Staffing includes all of the following services as part of our premium staffing practice:

- Provide employees 24 hours a day, 7 days a week
- Advertise the positions you need to fill
- Recruit talented, experienced individuals with clerical, janitorial, landscape or technical skills
- Interview applicants for you or with you
- Thoroughly check each applicants' work history to obtain supervisor references, pay rates and reasons for leaving
- Comply with government I-9 regulations and perform E-Verify on every employee
- Maintain historical database of current and former employees
- Comprehensive evaluation of all applicants' information/skills to identify the person who will do the best job for you

- Utilize all TEC Staffing branches/offices in recruitment and order fulfillment
- Conduct Safety & New Employee orientations for all employees
- Process and defend all unemployment and worker's compensation claims
- We will replace any unacceptable worker as soon as possible. Additionally, TEC Staffing has a 4 hour guarantee. If any employee does not work out for any reason in the first 4 hours, a replacement is sent and the City of Bentonville would not be charged for that original employee.

Our extensive employee workforce includes applicants from all over the northwest Arkansas area, many of whom have a long work history with TEC Staffing, allowing us to further screen their previous work performance. In addition to our current database of employees, we have a constant flow and an ever increasing number of applications that we accept on a daily basis. We routinely advertise our open positions online, on social media, and in local media broadcasts and publications. Our extensive marketing efforts provide us with new employees ready and willing to work. We currently have approximately 600 employees on assignment for us in northwest Arkansas, and we receive approximately 400 new employment applications monthly. TEC Staffing is an equal opportunity employer, and does not discriminate on the basis of race, creed, religion, national origin, age, sex or gender.

TEC Staffing's applicants are thoroughly screened, interviewed and tested prior to hiring. All employees considered for assignment with the City of Bentonville must meet the following requirements:

- Verify each applicant's work history to obtain supervisor references, pay rates and reasons for leaving
- Comply with government I-9 regulations and perform E-Verify on every employee
- Pass basic math, measurement and comprehension tests
- Pass a National Criminal Background Check
- Pass a 5-panel Drug Screen
- Able to meet the physical demands of the job
- Adhere to company attendance policy
- Able to speak, read and write in English
- Possess a valid driver's license (for positions requiring driving)

- Have reliable transportation to/from work
- Able to work in adverse weather conditions (if necessary)
- Possess job appropriate clothing

TEC Staffing Services fills routine client staffing requests every day. Our recruiters only need 12-24 hours to fill a routine work order for light industrial positions (landscape, custodial, etc.), and clerical work orders can be filled in 48 hours (depending on skill level required for specific position).

TEC Staffing caters its timesheet submission/approval process to each client's needs. We offer a variety of options for the City of Bentonville.

- Each employee can be responsible for completing their weekly time ticket and submitting it to TEC Staffing with an approving supervisor's signature.
- Department supervisors can email TEC Staffing a weekly timesheet with employee names and total hours worked.

TEC Staffing also prides itself on excellent customer service when it comes to our own temporary employees. We offer a number of benefits exclusive to our employees.

- Healthcare – TEC Staffing offers medical and prescription benefits to our temporary employees and their families through Blue Cross Blue Shield of Arkansas.
- Vacation Pay – TEC employees are eligible for a tenure bonus after the accumulation of 1,800 hours in a rolling 12 month period.
- Holiday Pay – TEC employees can earn Holiday Pay after the accumulation of 1,000 hours in a 12 month period.
- Direct Deposit – TEC employees can take advantage of direct deposit of their paychecks. This feature is safe, secure and more convenient than picking up checks in our branch offices or having checks mailed.
- Sign-on Bonus – TEC Staffing offers applicants a sign-on bonus for new employees after completion of 60 days working.
- Refer-A-Friend Bonus – TEC employees can earn a bonus if they refer a new applicant to TEC after the employee completes 60 days of work.
- Monthly Prize Drawings – TEC employees are eligible for monthly prize drawings based on attendance and safety.
- Credit Union Membership – TEC employees can take advantage of membership to our local Credit Union, offering checking and savings accounts and loan options.

- Global Pay/Cash Card (Visa) – TEC employees can opt to receive their weekly compensation directly on a Visa card.
- Advance Pay – TEC employees can receive early payment for a portion of their approved and documented time already worked.

Insurance, Payroll & Loss Prevention

TEC Staffing Services provides unemployment and workers' compensation insurance on all TEC employees assigned to the City of Bentonville, and TEC Staffing will process all unemployment and workers' compensation claims. TEC Staffing will also maintain all payroll files, and will process all state and federal payroll taxes, social security withholdings, and required garnishments. TEC Staffing employees are paid weekly on Fridays.

TEC Staffing Services has a full service Loss Prevention Department in-house, including a staff nurse available 24 hours a day, 7 days a week. Our loss prevention staff is knowledgeable in OSHA, MSHA, and Worker's Compensation Regulations. Our loss prevention staff coordinates all medical treatment for employees injured while working, and manages individual claims with local occupational clinics and hospitals to reduce time away from work. In addition, TEC's Loss Prevention Department staff is constantly monitoring developments with the COVID-19 Pandemic to ensure the health and well-being of our employees, and compliance with all state and federal mandates and guidelines.

Fees & Pricing

TEC Staffing Services is hereby offering our complete staffing service package to the City of Bentonville at the following rates.

Proposed Rate

- Temporary & Temporary to Hire Rate
  30% above pay rate
  For example - Pay rate: $12.00/hour = Bill rate: $15.60/hour

*Rate includes processing a 5-panel Drug Screen and National Criminal Background Check for all employees assigned to the City of Bentonville.

*Rate includes all employee safety equipment.

*Overtime rates and bill rates apply to employees exceeding 40 hours in a work week.

*For positions that require driving, an additional $40.00 fee will be charged for processing each employee's Motor Vehicle Driving Record.

Optional Payroll Transfer

- Should the City of Bentonville wish to consider one of TEC Staffing's employees for permanent employment, we offer the option of transferring the employee to your payroll after a minimum of 320 hours for no additional charge.

TEC Staffing has a 4 hour guarantee. If any employee does not work out for any reason in the first 4 hours, a replacement is sent, and the City of Bentonville will not be charged for that original employee.

TEC Staffing processes invoices on a weekly basis, and can be mailed or emailed based on client preference. Payments are due 30 days upon receiving invoices. Payments can be mailed to the following address:

TEC Staffing Services
Accounts Receivable
1825 North A Street
Fort Smith, Arkansas 72901

We truly appreciate the opportunity to present our proposal for your temporary staffing needs. Thank you for your time and consideration. If there are any other areas you wish to address or if you have any questions, please don't hesitate to contact Michael Courington at 479.200.4174 or via email at mcourington@tecjobs.net

We work hard, maintain high standards, and can assure you of dependable, professional service.

Client References

University of Arkansas – Partnership since 2014, providing custodial workers
Scott Bucholtz - Manager, Temporary Staffing and Student Employment
479.575.3962
srbuchol@uark.edu

City of Springdale – Partnership since 2009, providing landscape and custodial workers
Gina Lewis - Director, Human Resources
479.750.8535
glewis@springdalear.gov

City of Fayetteville – Partnership since 2015, providing concrete & asphalt laborers
Terry Gulley - Director, Transportation Services
479.444.3491
tgulley@fayetteville-ar.gov

City of Rogers – Partnership since 2007, providing landscape and custodial workers
Jim White - Director, Parks & Recreation
479.631.3350
jwhite@rogersar.gov

Bio-Tech Pharmacal – Partnership since 2018, providing manufacturing workers
Mark Kinion - General Manager (also a Fayetteville City Council Member)
479.443.9148
m.kinion@bio-tech-pharm.com

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT B

RFQ-20-72 Solicitation

CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: December 6, 2020

REQUEST FOR QUALIFICATIONS
TEMPORARY STAFFING SERVICES
RFQ-20-72

The City of Bentonville, Arkansas is accepting Statements of Qualifications from properly qualified, experienced and properly licensed agencies to provide temporary staffing solutions to the City. The Contract will be available to all City Departments on an as needed basis for temporary staffing solutions. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).The contract will be for a one (1) year term, renewable annually upon mutual written consent for a total maximum term of three (3) years.

Information pertaining to this Request for Qualifications and the required Response Packet can be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located on the second floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. Submissions to RFQ-20-72 must be delivered to the Purchasing Office prior to the Submission Deadline, mailed or hand-delivered in attention to the Purchasing Office, City of Bentonville 117 W. Central Avenue Bentonville, Arkansas 72712, with the agency's name and address and RFQ-20-72 clearly labeled on the outer envelope. The Submission deadline is 2:00 P.M., January 6, 2020. Late Submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM

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

RFQ-20-72

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	**RFQ-20-72**	Date of Issuance:	**December 6, 2020**
Brief Description:	Request For Qualifications to provide flexible, temporary staffing services to the City of Bentonville Parks and Recreation Departments and other Departments, as needed.		
Agency:	The City of Bentonville, Arkansas Parks and Recreation Department		
For Questions:	Gladys Shoemake, City of Bentonville Purchasing Manager purchasing@bentonvillear.com (479) 271-3115 City Hall 117 West Central Ave. Bentonville, AR 72712		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	**2:00pm Wednesday, January 6, 2020**
Responses must be received by the Purchasing Office prior to 2:00 P.M., Wednesday, December 30, 2020. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the submission deadline. Responses received after the designated submission deadline date and time will be considered late and will be rejected, without exception.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	City Hall Attn: Purchasing Office 117 West Central Ave., Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be properly marked with the following information: • Proposal Number: **RFQ-20-72** • Vendor's name and return address
Number of Copies for Submission:	**(2) Two signed originals and (1) digital copy (Email, Flash Drive, or CD)** of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Name of Agency or Individual:_____

Contact Person:_____ Title:_____

Email:_____ Phone:_____

Business Address:_____

City:_____ State:_____ Zip Code:_____

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

RFQ-20-72

SECTION 1.0: SUMMARY

The City of Bentonville, Arkansas is seeking Statements of Qualifications from qualified, experienced and properly licensed (when applicable) agencies to provide flexible, temporary staff services/solutions to the City. The Bentonville Parks and Recreation Department will be the primary Department utilizing these services; however, the contract will be available to all other City Departments to fulfill their temporary staffing needs.

The City will form a Selection Committee to evaluate all submissions and select the top three qualified agencies from the responses to the RFQ. These agencies may be invited to interview with the Selection Committee and submit a formal proposal for the services; however, the City reserves the right to forego the interview process and proceed directly to the proposal and negotiation phases. It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

SECTION 2.0: BACKGROUND

The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA of over 525,000 in population. The 2010 Census reported a city population of 35,301. Staff has estimated the current population at *49,629,* almost 41% growth in nine years, with a more diverse and younger demographic shift. Bentonville, Arkansas is the home of Walmart and Sam's Club headquarters and satellite offices for dozens of Wal-Mart and Sam's vendor supplier partners. Projects such as Crystal Bridges Museum of American Art, which has welcomed more than 4.2 million visitors since opening in fall 2011, brings culture, tourism and national recognition to the community. Downtown Bentonville is a vibrant and thriving area, rich with culture and home to beautiful historical architecture and many diverse boutique shops and restaurants. The City continues to experience stability in growth and benefits from its strong and diversified local economy.

As the City grows, the need for temporary positions to be filled in a timely manner has increased.

SECTION 3.0: METHOD OF AWARD/WORK

It is the City's intent to award the contract for temporary staffing services to multiple agencies, based on the Selection Committee's evaluation of their qualifications. The City anticipates awarding the contract to three agencies, based on their ranking by the Selection Committee (top rated agency, second highest rated agency, third highest rated agency).

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

Beginning with the top rated agency, the City's Contact will email a Request to Fulfill Temporary Position Form to the top highest rated agency's representative. This Form will contain the following information:

- Summary of Duties
- Assignment Start Date
- Estimated Assignment End Date
- Daily Work Schedule Hours
- Requirements
- City Contact

The top rated agency will be given three (3) business days to inform the City's Contact if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the top rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the second highest rated agency of the open positions (or remaining open positions). The second highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

Method of Award/Work (Section 3.0) continued

If the second highest rated agency is not able to fill any or all of the requested positions, the City's Contact will notify the third highest rated agency of the open positions (or remaining open positions). The third highest rated firm will be given three (3) business days to inform the City if they are able to fully or partially fill the positions or if they are not able to fill any of the positions in the requested time frame.

If the third highest rated firm is not able to fill any or all of the open positions, the process will be repeated with the remaining positions, beginning with the top rated firm.

The agency's representative is encouraged to confirm receipt of the City's request. The City is not responsible for emails that get lost, are not delivered, are sent to a spam folder etc.

The City reserves the right to cancel requests for fulfillment at any time the City deems necessary. Once an agency responds that they are able to fulfill a position, the agency is responsible for fulfilling that position in the time frame specified by the City. Agencies should be aware that position duties may adjust slightly from the time that they were requested, based on the timeframe of fulfillment and the City's current needs. Additional days to fulfill requests will not be granted unless all other agencies under the contract have provided written agreement to forego a request form the City.

Agency performance and the performance of the provided temporary employees will be used in the evaluation of any renewal term for the contract. In the event that all agencies on the contract are unable to fill the City's request, the City reserves the right to fill the requirement by soliciting pricing from other qualified sources.

SECTION 4.0: SCOPE OF WORK

The temporary positions will be used to meet specific business needs for either short-term or long-term assignments. The type of work for each need will vary, but is expected to be primarily labor, maintenance, janitorial, clerical or other services as needed by the City.

The City reserves the right to reject any proposed staff and to terminate staff assignments at any time.

The City reserves the right to offer Agency's employee, provided to the City for temporary employee needs, full-time employment only after the employee completes 320 (three hundred twenty) hours of work for the City through the agency. This amount of time may be decreased by mutual written agreement between the City and the awarded agency.

1) **Agency Responsibilities**
   a. **Account Representative:** assign a designated account representative to the City's account. This representative shall be experienced in fulfilling temporary employment positions for labor/maintenance related work. The representative shall be readily available and shall provide efficient and timely correspondence to the City's Contact.

Agency Responsibilities (continued) (Section 4.0 (1))

b. **No Subcontracting/Assigning:** The City will not approve the use of subcontractors by awarded agencies for temporary staffing services.

c. **Response Requirements:** when responding to the City that the agency will be able to fill a position, the agency shall provide the City with the following within 24 hours of notifying the City of its ability to fulfill the position:

   i. Proposal including reference checks, background checks, and any other appropriate screenings for all temporary candidates proposed for the City's need.

   The City may agree to extend the timeline for the proposal if it is within the City's best interest.

d. **Candidate Screening:**

   The City reserves the right to select or to withhold acceptance of a candidate until City approval of any testing related facility, program or procedure.

   i. **Background Screening:** temporary candidates, based on the position, may be subject to various criminal checks, fingerprinting, and background checks upon which results the City may choose to base its decision to accept an individual for an assignment. Background check costs shall be the responsibility of the City.

   ii. **Drug Testing:** The City will identify if there is a drug-testing requirement at the time the City issues the Request to Fulfill Temporary Position or at any time prior to or after the candidate begins work. These tests may be conducted randomly, on a random number of temporary employees. The costs for any required drug testing shall be the responsibility of the City.

   iii. **Qualifications:** The agency will ensure that all temporary employees are qualified, reliable, paid appropriate wages, and provided legally mandated benefits. All temporary employees shall be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position. The agency shall screen for the employees ability/aptitude and assign the employees appropriately.

      1. Providing temporary employees that are unqualified for the position or that are unable to read, write, speak and comprehend the English language in accordance with the City's determination will result in the agency being required to refund any fees and/or wages incurred.

   iv. **Conduct:** temporary employees shall be respectful of all people with whom they interact with or come in contact with, including City employees, customers of the City and the public. The City reserves the right to reject any candidate that does not exhibit common courtesy and cordiality towards all individuals with which they may come in contact.

Agency Responsibilities (continued) (Section 4.0 (1))

v. **Attire:** the agency shall send temporary employees to the assignments dressed appropriately relative to the position type(s). The City reserves the right to reject any candidate that does not arrive to work dressed appropriately.

e. **Replacement of Rejected Employee:** In the event any temporary employee fails to adhere to the City's directions and/or requirements, or demonstrates that they are not qualified to perform the required duties, the City shall notify the agency and the agency shall replace the employee within two (2) business days at no cost to the City (included but not limited to training time, background checks, ID badges, drug testing, etc.).
   i. This requirement is also applicable to any temporary employee that leaves for any reason, before the assignment is completed. When an employee leaves, at any time, the agency shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the City within five (5) business days, the City shall invoice the agency for the exact replacement cost. The agency shall pay this invoice within fourteen (14) calendar days or City shall deduct the invoice amount from the next scheduled invoice payment.
   ii. Agency shall notify the City within two (2) hours of any temporary employee leaving (not returning to work for) the City, or who is otherwise unable to fulfill the assignment (either partially or completely); the City shall notify agency within two (2) hours of any temporary employee not arriving to work, leaving work, or being rejected for the work.
   iii. Agency shall notify the City within two (2) hours

f. **Invoicing:** Detailed invoicing shall be provided on all invoices and shall be broken down by hour or other detailed manor, to be more accurately determined upon award of the contract.

g. **Safety Vests:** Agency shall provide a safety vest to employees when applicable.

h. **Temporary Employee Requirements:**
   i. Valid driver's license
   ii. Pass 2-county background check
   iii. Pass 5-panel drug screen
   iv. Reliable transportation to/from work
   v. Able to meet physical demands of the job
   vi. Able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position
   vii. Able to lift at least fifty (50) pounds
   viii. Able to work in adverse weather conditions
   ix. Possesses position appropriate clothing
   x. Available for the assignment dates specified by the City or available for the length of the season (when applicable)

Agency Responsibilities (continued) (Section 4.0 (1))

xi. Motivated and reliable
xii. Able to and willing to follow instructions

i. **Additional Requirements**
   i. Agency shall have daily availability of up to thirty-five (35) employees (fewer on weekends)
   ii. Minimum pay-rate of $12.00 (twelve dollars) per hour
   iii. Employees shall be able to flex-schedule

2) **City of Bentonville Responsibilities**

a. **Contact Person:** the City shall provide a designated Contact Person to the agency for any Department utilizing the contract.

b. **Training and Supervision:** agency's employees shall be supervised by the City. The City shall have direct control over the daily activities of the employees assigned to the City. Work policies, procedures, and standards established by the City shall be followed at all times. The assigned employees shall confirm in all respects with regard to physical, fire and security/safety regulations while on the City's premises. Agency shall be responsible for obtaining all rules, regulations, policies, etc. form the City, as needed.

c. **Personal Protective Equipment:** The City will provide assigned employees with safety glasses, gloves, sunscreen, hydration, ivy block, safety chaps, and face masks when applicable and/or required.

d. **Timesheets:** emailed to match agency payroll.

e. **Bi-Monthly Customer Satisfaction Report:** The City shall submit to the agency a bi-monthly report of the City's satisfaction with agency's performance.

f. **Approval -Felony Convictions:** The City will have the ability to approve, in writing (email), any candidate with a felony conviction before they are assigned to a City of Bentonville temporary position.

3) **Approximate Job Description:** This description is approximate only, intended to convey the duties that the City expects to be most commonly requested. This is not intended to be an exhaustive description of the types of work, tasks, duties, positions etc. that the City may request temporary employees for. A work day is typically 1st or 2nd shift.

a. Operation of landscaping equipment, including but not limited to mowers, weed-eaters, blowers, power washers etc.
b. Sow grass seed or plant trees, shrubs or flowers, according to instructions and planned design of landscaped area(s). Grubs and weeks around bushes, trees and flower beds.
c. Plant new and repairs established lawns, using seed mixtures and fertilizers recommended for particular soil type(s) and lawn location(s). Mows and trims lawns. Trims and edges around sidewalks, flower beds and walls.
d. Apply herbicide or mulch to designated areas. Sprays lawns, shrubs and trees with fertilizer, herbicides and insecticides.
e. Trim hedges and shrubs. Prune trees and cultivate gardens. Spray trees and shrubs, apply supplemental liquid and dry nutrients to lawns and trees.
f. Pick up paper and rubbish. Rake and bag leaves. Clean grounds and remove litter.

Approximate Job Description (Section 4.0 (3)) Continued

g. Repair and paint benches, tables and guardrails. Assist in the repair of roads, walks, buildings, and mechanical equipment.
h. General dirt work on all ball fields, including but not limited to raking and shoveling.
i. May work in high traffic areas at times.
j. Hang lights, decorations etc.
k. General janitorial duties.
l. Clerical and/or administrative duties.
m. Other duties as assigned.

SECTION 5.0: REQUIRED RESPONSES

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding agency is requested to include the following information in their preferred format:

1. A signed cover letter or letter of intent.
2. A brief summary of the agency's ability to provide the services described herein.
3. Provide the following background information of the agency and of the agency's representative that would be assigned to the City's account:
    - Services provided by the agency;
    - The agency's method or approach to temporary position fulfillment;
    - Resume, industry reputation and qualifications;
        i. Employment history as it relates to staffing services.
    - Agency's experience providing the same or similar services, as outlined in this RFQ. Specific information regarding experience with other governmental entities should be highlighted.
4. Narrative describing how the agency acquires and maintains quality candidates. Agencies should include information on any special incentives the agency uses to aid in employee retention.
5. Description of the benefits offered to agency employees (candidates for temporary positions).
6. Narrative describing that the agency is an equal opportunity employer and does not discriminate on the basis of race, creed, religion, national origin, age, sex, or gender. Agencies should include information on any special policies or procedures in place to encourage equal opportunity employment.
7. The following information for key personnel:
    - Name(s)
    - Respective titles
    - Experience
    - Periods of service with the agency
    - Information on past work experience providing the same or similar services as outlined in this RFQ.
8. The following information for the agency:
    - Name
    - Headquarter Address
    - Phone Number

- Email
- Website Address
- Indicate whether the agency is a partnership, corporation, or sole proprietorship.
- Where the company is organized
- Names of principals, officers, and directors of the agency.

9. The contact information for the primary contact personnel, including:
    - Name
    - Address
    - Phone Number
    - Email
10. Provide a list of all applicable licenses maintained by the agency.
11. Statement of Qualifications: A narrative or other statement by the agency of its qualifications to perform the services outlined in this RFQ. Responding agencies shall have a minimum of five (5) recent years of experience providing staffing services for janitorial, maintenance, clerical, or other services.
12. A brief summary of the capacity and availability of the agency and the key personnel to undertake providing the services to the City.
13. References from at least five (5) clients to whom the agency as provided the same or similar services.
    - List the following information for each reference:
        - Client name
        - Address
        - Contact person and title
        - Telephone number
        - Email address
        - Length of working relationship
        - Description of the services provided to the client
        - Brief narrative describing the relationship, specific achievements and any other pertinent information that would assist the City in determining the likeness to the services requested herein.

{This space has been intentionally left blank}

ADDENDUM TO SOLICITATION

SOLICITATION ID: RFQ-20-72

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: DECEMBER 18, 2020

RE:TEMPORARY STAFFING SERVICES

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

This addendum modifies the original response document(s) dated December 6, 2020. ***Submitters are required to acknowledge receipt of this addendum by including it in their submission. Failure to acknowledge this addendum may result in rejection of the submission.***

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

Submission Deadline Date (Year):

1.0 The submission deadline year listed in the original response documents and advertisement contained a typographical error, listing a 2:00pm, January 6, 2020 deadline.

1.1 The correct year for the submission deadline is 2021; 2:00pm, January 6, 2021.

Deadline for Submission of Questions:

2.0 A date for the deadline for interested parties to submit questions was inadvertently not included in the original response documents.

2.1 The deadline to submit questions to RFQ-20-72 is 4:30pm, December 31, 2020.

[End of Addendum Number 1]

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

EXHIBIT C

Summary of Method of Award/Work for Reference

CITY OF BENTONVILLE, ARKANSAS
Administrative Services
1000 SW 14th Street
Bentonville, AR 72712

Summary of Method of Award/Work

Awarded Agency: TEC Staffing Services

Awarded Agency Rank in RFQ-20-72 Evaluation: Third Highest Rated Submitter

Reference for Agencies Awarded Under RFQ-20-72:

- 1st Top Highest Rated Agency: Agency 1
- 2nd Top Highest Rated Agency: Agency 2
- 3rd Top Highest Rated Agency: Agency 3

STEP 1: City's Department Contact (Contact) emails a Request to Fulfill Temporary Position Form to Agency 1. The date of the Request is the first day of the three (3) business days in which the Agency must respond.

STEP 2: Agency 1 has three (3) business days to respond to the Request. By the end of the third business day Agency 1 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 3: Remaining requested positions/requested positions unable to be filled by Agency 1 are forwarded to Agency 2 for fulfillment/response within three (3) business days. By the end of the third business day Agency 2 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 4: Remaining requested positions/requested positions unable to be filled by Agency 2 are forwarded to Agency 3 for fulfillment/response within three (3) business days. By the end of the third business day Agency 3 must provide Contact with a response of their ability to fulfill the Request either partially or completely.

STEP 5: In the event that positions in the Request remain unfilled, the process shall be re-started with the remaining positions, beginning with Agency 1.

Proposals: Agencies must provide a Proposal for the position(s) being fulfilled, including reference checks, background checks, and any other appropriate screenings for all temporary employee candidates proposed (the City may extend the timeline for the Proposal if it is within the City's best interest). Agencies have two (2) business days to replace rejected or otherwise incomplete candidates before the positions are forwarded to the next Agency in the process.

Replacement Positions: Agencies have two (2) business days to replace unfulfilled positions before the positions are forwarded to the next Agency in the process.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH TEC STAFFING TO PROVIDE TEMPORARY STAFFING 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 TEC Staffing to provide temporary staffing services for City of Bentonville departments, 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Library**
Submitted by	**Hadi Dudley**
Phone	**(479) 271-3194**

Item Type: *(Check All That Apply)*

☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution for City Council approval to amend a contract with MSR Design in an amount not to exceed $7,000.00 for professional services related to Bentonville Public Library's Needs Assessment.

Estimated Cost	**$7,000**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*****:**

The original contract and amendment fees are fully funded by a grant from the Walton Family Foundation. Resolution No. 09-08-20D and an associated budget adjustment were approved by City Council on September 8, 2020. Funds will be carried forward to complete BPL's project by March 31, 2021.

Bentonville Public Library

Memorandum

TO:	Bentonville City Council, Mayor Stephanie Orman
FROM:	Hadi Dudley, Library Director
CC:	Gladys Shoemake, Purchasing Manager; Camille Thompson, Staff Attorney; Jake Harper, Finance Director
SUBJECT:	A Resolution to amend an existing contract with MSR Design
DATE:	February 2, 2021

Bentonville Public Library (BPL) seeks City Council approval to amend an existing agreement for professional services for the Library's Needs Assessment with MSR Design for $7,000.

Resolution No. 09-08-20D and an associated budget adjustment were approved by City Council on September 8, 2020.

RFQ-20-07-Library Needs Assessment:	$79,400	(professional fees + reimbursables)
Contract Amendment (2/23/21):	$ 7,000	(professional fees)
Total to MSR Design:	$86,400	

The original contract and amendment fees are fully funded by a grant from the Walton Family Foundation. The professional service amount balance, plus a project balance of supporting grant funds, will be carried forward to complete BPL's project by March 31, 2021.

During BPL's Needs Assessment study, MSR Design was asked to provide a bond-specific option that would address the most immediate and highest priority needs. Based on usage data and community feedback, the option was completed in a professional and timely manner. The bond option is in addition to the scope of BPL's Needs Assessment, but as relevant work it will be included in MSR's final report.

As presented to City Council, MSR Design estimates associated project costs for the bond option at $4.5 Million. The developed conceptual plan can be used to inform future library design and construction plans. The plan has already proven useful for informative presentations and educational content illustrating how certain proposed library improvements could be afforded through public funding.

A cost-savings complement to the bond option was realized by using interior concept images that were sponsored by the Bentonville Library Foundation.

If you have any questions, please contact me at 479-271-3194 or hdudley@bentonvillear.com.

Hadi S. Dudley, Library Director
Bentonville Public Library

1/22/2020

Hadi Dudley
Library Director
Bentonville Public Library
405 S Main Street
Bentonville, AR 72712

Re: Needs Assessment Design Options

Dear Hadi,

The RFP included language regarding a phased approach to help the library define immediate and future needs. However, it does not require the development of an additional bond-specific plan. In response to the City of Bentonville's request, MSR developed a complete bond-specific package for Bentonville Public Library. The bond-specific plan for BPL included the following: new program outline, site plan, bubble diagram, detailed fit plan and project pricing, as well as a proposed phased site diagram for future growth. This scheme takes into account the procurement of the barbershop and associate foundation land.

Interior concept images sponsored by the Bentonville Library Foundation were incorporated in the bond plan The development of the bond plan, with meetings, development and graphic presentations, is $7,000 dollars. This would allow the bond option to be presented to the public as well as integrated into the Needs Assessment final report.

If this proposal for the bond-specific plan is acceptable to the City of Bentonville, please sign below. Please reach out if you have any questions about this proposal.

Sincerely,

[redacted]

Kristilyn Vercruysse, AIA, LEEP AP, Senior Associate
612.616.8148 | kristilyn@msrdesign.com
510 Marquette Avenue South, Suite 200
Minneapolis, MN 55402 | 612.375.0336

Stephanie Orman, Mayor of Bentonville

CITY OF BENTONVILLE, ARKANSAS

Administrative Services-1000 SW 14th St. Bentonville, AR 72712

AMENDMENT TO AGREEMENT

This amendment (the "Amendment"), dated February (month) ___(day), 2021 is made by the City of Bentonville, Arkansas ("City") and MSR Design ("Contractor"), parties to the Service Contract:RFQ-20-07-Library Needs Assessment, dated September 15, 2020 (the "Agreement").

1. The original Agreement provided for a maximum total payment to MSR Design of $79,400.00 for services associated with conducting a Library Needs Assessment.

2. The Agreement is Amended as follows:
   a. Scope of Work to include additional services for the design of bond-specific options for the Library that would address the most immediate and highest priority needs.
   b. Cost of Additional Work: $7,000.00
   c. Total Amount of Agreement: $86,400.00

3. This Amendment shall be effective immediately upon approval from the Bentonville City Council.

4. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor
DATE:_____

MSR Design

BY:_____
Name(printed):_____
DATE:_____

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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

SERVICE CONTRACT: RFQ-20-07-Library Needs Assessment

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and MSR Design, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. **DESCRIPTION.** This Contract has been awarded to Contractor as a result of Contractor's Statement of Qualifications and Proposal for Preparation of a Needs Assessment for Expansion of the Bentonville Public Library, attached hereto as **Exhibit A**, submitted to the City's Requested for Qualifications RFQ-20-07, attached hereto as **Exhibit B**. The services shall consist of providing architectural services for the Library Needs Assessment, as described herein and as are industry standard when performing the same or similar types of professional services.

2. **PRIMARY CONTACTS.** The primary contact for the Contractor shall be Jack Poling, Principal in Charge. The primary contact for the City shall be Hadi Dudley, Bentonville Public Library Director.

3. **CONTRACT TERM.** The term for this Contract shall be one (1) year, commencing on **September (month)**15 **(day), 2020, and ending on September (month)** 15 **(day),2021.** Any changes to the Term of this Contract shall be executed as an Amendment and signed by the Parties, and shall be in accordance with all applicable procurement laws and City purchasing guidelines.

4. **PROCEDURES.** The services shall be conducted in accordance with this Contract and all Exhibits attached hereto.

a. General. The Contractor shall conduct its operations in a manner consistent with industry standards and best practices in providing professional architectural services for a Library Needs Assessment.

5. **FEES, EXPENSES, AND SCHEDULE.** The City agrees to pay Contractor based upon the fees outlined in **Exhibit A**. There shall be no change in fees permitted during the original Term of this Contract or for any extension or renewal of this Contract unless executed as a Change Order and approved by the Bentonville City Council prior to any change. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto.

CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

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

7. INVOICING. Contractor shall submit invoices to the City's contact at the end of each month, for actual work performed and/or reimbursables incurred. Invoices shall be paid within 45 days from City's receipt of invoice.

8. PAYMENT.

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

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed.

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

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

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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract, except for those subcontractors identified in **Exhibit A**, without first obtaining the written approval of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in Section 12, herein, and will additionally maintain Professional Liability insurance in a minimum amount of $1,000,000 and provide the City with certification thereof. Failure to obtain the City's written approval to subcontract any portion of this Contract shall be grounds for immediate termination of the Contract.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth below, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth herein will result in the direct breach of this Contract and subsequent termination.

a. Minimum Insurance Requirements.

I. Workers' Compensation: Statutory Limits

II. Comprehensive General Liability (Broad Form): $1,000,000.00

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

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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

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

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

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

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

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

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

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

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

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[Signature Page Follows]

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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this 15 (day) of September (month), 2020.

CITY OF BENTONVILLE, ARKANSAS

By: [redacted]

Stephanie Orman, Mayor

By: [redacted]

Name(printed): JACK POLING

Title: PRINCIPAL

MSR Design

Address: 510 MARQUETTE AVE S STE 200
MINNEAPOLIS, MN 55402

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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

EXHIBIT A

MSR DESIGN PROPOSAL

RFQ-20-07

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8/3/2020

MSR Design

Hadi Dudley, Library Director
Bentonville Public Library 405 S. Main Street
Bentonville, AR 72712

Re: Proposal for preparation of a Needs Assessment for expansion of the Bentonville Public Library

Hadi,

MSR Design is pleased to present this proposal for professional services for preparation of a Library Needs Assessment and Report as outlined in your Request for Qualifications dated June 9, 2020. The services are as outlined in your RFQ, and include:

Creation of a comprehensive Needs Assessment of Bentonville Public Library that is mission-focused and community-driven.

Collect, analyze and report site-specific benchmarking of regional and national data and trends.

Solicit and use this information as well as community input and feedback to determine BPL's capital growth and development options, justify the need for expansion, and other opportunities.

Prepare a final written and graphic report recommending viable solutions for BPL's growth and expansion. The report will include conceptual imagery and illustrations along with an overall project projected budget and operational expense estimates. It will provide a solid foundation for the Library to solicit qualifications for design and construction phases of the expansion. It will also provide the Library Foundation a basis for a feasibility study for private fund development and the City's consideration of operational costs. The report will also take into account the likelihood of phased realization of the expansion plan and report accordingly.

Milestones and formal meetings (held in Bentonville) for our proposed scope of the work are as follows. Preparatory work will be completed for each of the milestones listed below and both formal and impromptu virtual meetings will be held regularly in the interim periods to ensure constant progress with the work.

1. **PROJECT KICK OFF**
   WEEK 1
   Initial virtual meeting to discuss schedule, scope, agreement, deliverables. Review and discuss prior work. MSR will provide a list of desired documents and information for the Library to provide in preparation of beginning work. Discuss expectations, responsible individuals and desired outcomes. Establish specific foundational goals as well as information to be collected for the design team.

2. **PUBLIC ENGAGEMENT SURVEY**
   WEEK 4 - 6
   MSR Design will develop questions for an online and mailed public engagement survey. The survey will include questions regarding desired library offerings, demographic information, and possibly the willingness to contribute to a capital campaign. At the close of the survey MSR will compile the data for review by the library and stakeholders. Survey data will inform future engagement activities.

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3. **STAKEHOLDER & INDIVIDUAL MEETINGS**
WEEK 5 – 10
The design team will meet with library stakeholder groups, individuals, and library staff to form a basis for moving forward that is rooted in input from the staff and community leaders. Individual meetings will include five to eight stakeholders, five to eight key individuals, and library staff. If the meetings take place in-person they will be scheduled for a 2-day trip to Bentonville; any meetings not held during that trip will take place online. MSR Design will work with the Library and the City to organize the most appropriate and safe meeting formats for each of the meetings, considering the current COVID conditions in the Bentonville community, guidance of local and state authorities, and taking into account the travel required to get to Bentonville. This will be true of all the meetings to be held locally in Bentonville.

4. **PUBLIC INPUT WORKSHOPS**
WEEK 11
BENTONVILLE. 1 full work day.
MSR Design will facilitate two public workshops to garner feedback regarding future library opportunities, the workshop focus will be developed after the initial engagement survey to incorporate any themes that emerged from the survey findings. The public workshop meetings will be held on the same day with one being during the day and the other in the evening to enable the community's ability to attend.

5. **PARTICIPATORY ART PROJECT** (OPTIONAL)
WEEK 15
BENTONVILLE. 1 full work day.
MSR Design will coordinate with ~~Ziba Rajabi~~ * to develop a participatory art project that would provide the public with an opportunity to creatively share input in the planning process. The project will take place outdoors and consider appropriate social-distancing measures. Participation will be encouraged for all, and by self-guided so as not to require library staff's time or assistance. The resulting artwork will be displayed temporarily, with the potential to be kept for longer at the library or elsewhere if desired. Creative services and materials associated with the participatory art project would be provided by the selected artist; associated fees would be paid directly to the artist.
*9.11.20 Non-Material Correction: 'A local artist in the NWA region' Initial Correction: SC City MSR Design

6. **DRAFT REPORT**
WEEK 15
Design team will present a first draft of the Assessment to appropriate Library and City staff and other key individuals and stakeholders. Review and comment will form the basis for completing a final draft of the report, to be reviewed and commented on prior to the third site visit and the presentations at that visit to the City Council and key individuals.

7. **FINAL PRESENTATION**
WEEK 22
BENTONVILLE. 1-2 work days.
Design team will present a final draft of the Assessment to appropriate Library and City staff and other key individuals and stakeholders. Review and comment will inform completion of the Assessment and preparation of the final report. The final draft will be a substantially completed document. The third site visit and meetings will include a presentation to the City Council, appropriate Library staff, and to key individuals and stakeholders. The presentation will be a final presentation suitable for presentation to the various groups. The final draft of the Assessment will be a near completed document with only very minor edits and revisions anticipated.

5. **FINAL REPORT**
WEEK 22
MSR will prepare and distribute the final presentation. The final presentation will be both narrative and graphically rich, and tightly focused on the specific conditions and needs of the Bentonville community. It will include a conceptual site plan, floor plan(s), and two rendered images sufficient to clearly convey the

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initial concepts for renovation and expansion and to form a basis for establishing an overall project budget and operational expenses. It will be useable for the Library to solicit proposals from design teams for the design of the expansion and for the Library Foundation to establish realistic private funding goals. And it will include considerations for future growth and the likely need to phase work during the expansion.

This scope of work will be completed on a mutually agreed schedule and will be completed in four to six months. We are available to start work on this on your schedule in mid-September.

MSR Design will include the following sub-consultants in our work. Fees for these consultants are included in the lump sum fee proposed below.

Hight Jackson Architects will execute incidental local work primarily related to assessment of existing conditions.

HP Engineering will conduct analyses of existing mechanical and electrical conditions and provide narrative direction for renovation and expansion.

Crossland Construction will assist with construction estimating for the project budget.

For the efforts described above, MSR Design proposes a fixed fee of $71,900.

Reimbursable expenses are in addition to the fixed professional services fee and will include primarily the cost of travel to meetings. Expenses related to MSR Design personnel traveling to Bentonville will include coach class airfare, hotel, meals, rental car, and Minneapolis airport parking. Other expenses related to printing and other incidental costs will be minimal. Consultant expenses may include mileage to and from Bentonville, printing and other incidental costs. Reimbursable expenses will be invoiced at cost and will not exceed a total of $7,500.00. Estimated total for three trips MSR Design staff to Bentonville is $5000 plus $2500 maximum for other incidental expenses.

Terms are as follows:

All invoices will be issued monthly and are due 45 days from the date of invoice. We anticipate the monthly effort to be fairly consistent month to month so would expect the four to six invoices we issue to be roughly equivalent.

Interest of 5% will accrue on balances past due.

Either party may terminate this agreement at any time for convenience. In the event the agreement is terminated by the City, MSR Design will be due fees and expenses completed up to the date of termination.

We propose using an AIA form of agreement, AIA B105, Standard Short Form Agreement Between Owner and Architect. I will forward you a template copy of that document under separate cover for your review.

Our team is looking forward to continuing our work on assisting the library move forward and we appreciate your continued trust in MSR Design. Please let me know if you have any questions related to this proposal. We would be happy to discuss further.

Sincerely,

[redacted]

Jack Poling, FAIA
Principal

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CITY OF BENTONVILLE, ARKANSAS
CITY HALL
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72719

EXHIBIT B

CITY OF BENTONVILLE

REQUEST FOR QUALIFICATIONS-20-07

LIBRARY NEEDS ASSESMENT

DocuSign Envelope ID: 40DD95A5-C98B-441E-9071-49D019214E75

CITY OF BENTONVILLE

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

FOR PUBLICATION

PUBLICATION DATE: June 9, 2020

REQUEST FOR QUALIFICATIONS
LIBRARY NEEDS ASSESMENT
RFQ-20-07

The City of Bentonville, Arkansas is accepting Statements of Qualifications from qualified, experienced and properly licensed architectural firms to provide professional services to prepare a Library Needs Assessment that is mission-focused and community-driven that recommends viable solutions for Bentonville Public Library's expansion.

Information pertaining to this Request for Qualifications, and the required Response Packet can be obtained by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Office located on the second floor of City Hall located at 117 West Central Avenue, Bentonville, Arkansas 72712. The Submission deadline is 2:00 P.M., June 26, 2020. Late Submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM

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

REQUEST FOR QUALIFICATIONS (RFQ)

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	**RFQ-20-07**	Date of Issuance:	June 9, 2020
Brief Description:	Request For Qualifications from architectural firms interested in providing professional services to prepare a Library Needs Assessment that is mission-focused and community-driven that recommends viable solutions for Bentonville Public Library's expansion		
Agency:	The City of Bentonville, Arkansas: Library Department The City of Bentonville, Arkansas: Accounting Department		
For Questions:	Gladys Shoemake, City of Bentonville Purchasing Manager purchasing@bentonvillear.com (479) 271-3115		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	2:00 P.M. Friday, June 26, 2020
Responses must be received by the Purchasing Office prior to 2:00 P.M, June 26, 2020. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the deadline date and time. Responses received after the designated submission deadline date and time will be considered late and will be rejected.	

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	City Hall Attn: Purchasing Office 117 West Central Avenue, Bentonville, AR 72712 *Submitters assume all risk for timely, properly submitted deliveries.
Proposal's Outer Packaging:	Outer packaging must be properly marked with the following information: • Proposal Number: **RFQ-20-07** • Vendor's name and return address
Number of Copies for Submission:	**(1) One signed original and (1) digital copy (Email, Flash Drive, or CD)** of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected.

Required Contact Information:

Name of Firm or Individual:_____

Contact Person:_____ Title:_____

Email:_____ Phone:_____

Business Address:_____

City:_____ State:_____ Zip Code:_____

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

Scope

The City of Bentonville, Arkansas is seeking Statements of Qualifications from qualified and experienced architectural firms to prepare a Library Needs Assessment report and presentation using site-specific data, regional and national trends, plus local community engagement to recommend and offer conceptual plans for the expansion of the Bentonville Public Library (BPL).

Qualifications are being requested from firms with extensive experience in planning, design and construction of public libraries, as well as leading public meetings and presenting findings to administrative bodies.

Selection

The City will evaluate all submissions and select the top three qualified firms from the responses to this RFQ. These firms may be invited to interview with a selection committee and submit a formal proposal for the project.

Project Background

The City of Bentonville, Arkansas is a rapidly growing community located in Benton County in Northwest Arkansas. It is the County Seat for Benton County and is part of the Fayetteville-Springdale-Rogers MSA of over 525,000 in population. The 2010 Census reported a city population of 35,301. The City estimates the current population at 47,645, almost a 35% growth in eight years, with a more diverse and younger demographic shift. Bentonville, Arkansas is the home of Walmart and Sam's Club headquarters and satellite offices for dozens of Wal-Mart and Sam's vendor supplier partners. Attractions such as Crystal Bridges of American Art, which has welcomed more than 4.2 million visitors since opening in fall 2011, brings culture, tourism and national recognition to the community.

The epicenter of the community is the Downtown Bentonville Square. Home of Sam Walton's original 5 & 10 Store, the Downtown Square hosts dozens of events, provides a unique retail and restaurant experience, and welcomes tourists from around the world.

In 2006, BPL opened a new 38,000 square foot library at 405 South Main Street, just three blocks from the Downtown Square. A public/private partnership, $7,000,000 was raised by the Bentonville Library Foundation from individuals, corporations and foundations, joining the City of Bentonville's $2,000,000 contribution for the $9,000,000 project. The Library building and property are owned by the Bentonville Library Foundation; facility and property are leased, maintained and staffed by the City of Bentonville for the purposes of a public library.

In the last thirteen years, BPL has experienced strong circulation, growing program attendance and realized community expectations for family friendly and youth-focused services. The 2018 Bentonville Community Plan suggests an assessment of the need to expand Bentonville Public Library. An expansion should align with population growth, school enrollment and city development.

In addition to the Downtown location, the library's mini-branch, BPL at the Community Center, provides services beyond Downtown. The expansion of the Main Street location should be assessed, as well as library service opportunities in areas of infill or edge growth.

Through assessment of internal and external influences and public dialog, this project essentially launches BPL's expansion project. In actuality, the Library's Needs Assessment is really about assessing the community's needs for its Library.

Project Goals

- Creation of a comprehensive Needs Assessment of Bentonville Public Library that is mission-focused and community-driven.
- Proposed Assessment methodology is collecting, analyzing and reporting of site-specific data, benchmarking of regional and national library trends, plus a strong focus on public engagement.
- The Assessment will use information and community feedback collected to determine BPL's capital growth and development options, and justifying the need for an expansion of its current facility and/or other opportunities for library services in the City.
- The timeframe for conducting and completing the Assessment will be four to six months.
- The final product will consist of a written report that recommends viable solutions for BPL's growth and expansion.
    - The report must be creative and innovative, clear and concise, focused on visual graphics, and address issues that are unique to Bentonville.
    - The Needs Assessment shall include general conceptual imagery, illustrations and enough detail to estimate design and construction costs and operational expenses.
    - The report must be useable for the Library to proceed with RFQs for future architectural services to provide an in-depth building program plan to inform design and construction phases of an expansion project.
    - The Needs Assessment must be useable for the Bentonville Library Foundation to proceed with a feasibility study for private fund development and for the City to consider ongoing operational costs.
    - Short-term and long-range plans should be identified and may be presented as "phased" priorities to address immediate and future library needs in a rapidly growing city. The plan should consider growth options now, and look ahead 10-15 years. This timeframe aligns with city planning goals and should consider population projections.
    - A presentation of the Library's Needs Assessment to library stakeholder groups and the Bentonville City Council is required.

Project Description

- At the forefront of the assessment will be the mission of Bentonville Public Library to engage our community, encourage discovery and promote literacy by offering lifelong learning opportunities.

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- A Steering Committee formed by Bentonville Public Library will be comprised of professionals in the library, government, planning and fund development fields. This core group is tasked with oversight of the Library Needs Assessment to ensure that the overall process and final plan is mission-focused and citizen-driven. Outward communication and the final report must be approved by city/library staff.
- Proposed Assessment Methodology:
    - Gathering and analyzing site-specific data and information as it relates to BPL's usage, facilities/space, operations and the community it serves.
        - BPL data includes, but is not limited to: statistics, outputs, and services typically tracked by libraries. Reports, photographs and other information can be provided.
        - A public/private partnership between the City of Bentonville and the Bentonville Library Foundation will again be employed for the Library to reach its fullest potential for our community.
        - Existing and potential resources from the City and Bentonville Library Foundation (i.e. funding and properties) should be addressed.
        - Community information includes, but is not limited to: City population projections, school enrollment, local projects in the pipeline and future city growth plans that may impact library expansion.
    - Benchmarking with Northwest Arkansas peer libraries and assessment of national trends in rapidly growing areas should be considered, as appropriate for the Bentonville community.
        - Benchmarking includes, but is not limited to: comparisons with regional library peers and comparable cities with landmark libraries and/or award-winning designs. National trends meeting current industry standards or cited by the American Library Association, Pew Research Center and/or other professional resources should support recommendations.
    - Most importantly, the "Community Engagement" piece of the Library's Needs Assessment will collect, organize and summarize public opinions from a wide cross-section of the community, including a broad age-range, varied socio-economic factors, diverse cultures and ethnicities, plus many community partners that are served by the Library. Reaching patrons and non-library users is important to best understand our community's expectations for public library services.
        - Surveys: In-library, online and other survey tools. Mailings to reach non-users that will provide statistically valid results is encouraged.
        - Public Workshops: Two visioning sessions or workshops with patrons and community members.
        - Stakeholder Meetings: Guided conversations with library-affiliate groups – Library and City staff, Library Advisory Board, Teen Advisory Board, Bentonville

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Library Foundation, Friends of the Bentonville Library, Northwest Genealogical Society and library volunteers. Five to eight meetings.

- Key Person Interviews: Facilitated discussions with individuals and small groups with relationships to the library – City officials and community leaders, schools (public, private and homeschool), collaborating partners (i.e. The Scott Family Amazeum, Crystal Bridges Museum of American Art, Trike Theatre, Museum of Native American History, and the Peel Compton Foundation), service organizations, businesses and/or a cross section of library user groups. Five to eight meetings.
- Other public engagement tools or techniques successfully employed by the proposing firm may be considered.
    - A participatory art project may be considered providing the public an opportunity to creatively share input in the planning process. Installed at the library, it would be a visible representation of community participation. This could be accomplished by working with local a community-based organization.

- City plans, library information, annual reports or other documents useful in preparing the Library Needs Assessment will be provided to the awarded firm upon request.

Required Meetings

The awarded firm shall attend, at a minimum, the following meetings:

- An initial meeting will be held with Library/City staff to outline the approach and process that will be used to complete the Assessment.
- Several meetings within the "Community Engagement" piece of the project, including but not limited to: two public workshops, five to eight stakeholder meetings, five to eight key person interviews (individual and small group interviews).
    - Public meetings will be strategically scheduled to allow for multiple meetings in one or two day sessions, combining small groups whenever feasible.
- Meet with Library/City staff, as necessary, during the development of the project. These periodic meetings may be conducted via online or conference call, if needed and according to what is in the City's best interest.
- The firm will present a first draft of the Assessment to Library/City staff and other stakeholders for review and comment.
- The firm will present the Library Needs Assessment recommendations at a Bentonville City Council Meeting.
- Other meetings, either in person or virtually, as needed to ensure a comprehensive Library Needs Assessment.

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

Required Responses:

The response to this Request for Qualifications (RFQ) should be brief but comprehensive, based on this RFQ documentation, and shall include all required response information. Partial submissions may be rejected. The responding firm or individual is requested to include the following information in their preferred format:

1. A description of the firm's experience in providing the same or similar services as outlined in this RFQ.
2. A brief summary of the firm's ability to achieve the City's project goals.
3. The following information for the firm:
    - Name
    - Headquarter address
    - Phone number
    - Email
    - Website address
    - Indicate whether the firm is a partnership, corporation, or sole proprietorship.
    - Where the company is organized
    - Names of principals, officers, and directors of the firm.
4. The following information for key personnel:
    - Name(s)
    - Respective titles
    - Experience
    - Periods of service with the firm
    - Information on past work experience providing the same or similar services as outlined in this RFQ.
5. The information for the primary contact person, including:
    - Name
    - Address
    - Phone number
    - Email
6. Statement of Qualifications: A narrative or other statement by the firm of its qualifications for the proposed project outlined in this RFQ.
7. A brief summary of the capacity and availability of the firm, and the key personnel to undertake the project.
8. A brief narrative discussing the firm's, and the key personnel's aptitude for conducting public meetings, and performing presentations at City Council meetings.
9. If the firm intends to hire additional firms as subcontractors to assist with the project goals outlined in this RFQ, identify those groups and give a brief summary of their experience and availability to undertake the project.
10. Provide the description of service and contact names with telephone numbers of at least five (5) clients for whom the firm has completed the same or similar projects for.

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ADDENDUM TO SOLICITATION

SOLICITATION NUMBER: RFQ-20-07

ADDENDUM NUMBER: 1

DATE OF ISSUANCE: JUNE 24, 2020

RE: LIBRARY NEEDS ASSESMENT

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

TO: Prospective Submitters

This addendum modifies the submission requirements stated in the original Response Document(s) dated June 9, 2020. ***Submitters are required to acknowledge receipt of this Addendum by including it in their submission or acknowledging via email to purchasing@bentonvillear.com. Failure to acknowledge this Addendum may result in rejection of the submission.***

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

Submission Requirements:

1.0 The original Response Packet required the submission of one (1) signed original and (1) digital copy (Email, Flash Drive, or CD) of a Letter of Interest and Statement of Qualifications (SOQ).

1.1 The City received a request to waive the requirement for the one original Letter of Interest and SOQ, and accept a digital copies only, in consideration of the remote working environments due to the COVID-19 Pandemic.

1.2 This Amendment waives the requirement for the one original Letter of Interest and SOQ. Submitting firms may submit a digital copy via email, flash drive, or CD.

1.2.1 *For Firms that may have already mailed in a hard copy submission, the City will accept the submission (if it is delivered prior to the deadline) and will keep the hard copy on file.*

1.3 Any submission in response to RFQ-20-07, whether hard copy or digital, must be received by the Purchasing Office prior to the deadline stated in the Advertisement and Response Documents.

1.4 As stated in the Response Documents, any submission to RFQ-20-07 must contain a signed Letter of Interest and SOQ.

[End of Addendum Number 1]

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO AMEND A CONTRACT WITH MSR DESIGN RELATED TO THE NEEDS ASSESSMENT FOR BENTONVILLE PUBLIC LIBRARY

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

Section 1: That the Mayor and City Clerk are hereby authorized to amend an existing contract for Bentonville Public Library with MSR Design in an amount not to exceed $7,000 as set forth in the attached Exhibit A.

Section 2: Service contract RFQ-20-07-Library Needs Assessment was approved by City Council on September 8, 2020 with Resolution No. 09-08-20D

Section 3: Contract and amendment fees are fully funded by a grant award that was approved with a budget adjustment on September 8, 2020.

Section 4: This resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**2/23/2021**
Department	**Human Resources**
Submitted by	**Ed Wheeler**
Phone	**(479) 271-3191**

Item Type: *(Check All That Apply)*					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☑ Resolution	☐ Bid Award

Recommendation/Suggested Action ***(Enter recommendation in space below):***

Resolution amending the agreement with the Johanson Group (to provide a salary and benefits survey), to change the number of positions surveyed from 110 benchmark job titles to 160 benchmark job titles.

Estimated Cost	**$12,900**
Is this Item Budgeted?	☑ Yes ☐ No

If no, please explain how item will be funded ***(briefly explain in space below)*:**

This was a budgeted item in 2020. The entire salary and benefit survey budget was estimated at $50,000. The original cost of the survey with 110 positions was $38,700. This contract amendment adds $12,900 to cover the additional 50 job titles left out of the original contract. The total now will be $51,600. The original $50,000 will be utilized and an additional $1,600 will be utilized from the 2021 budget for this purpose.

PROPOSED STATEMENT OF WORK
For
CITY OF BENTONVILLE, ARKANSAS

Engagement:	Salary and Benefits Study - **Amended Project**
Presented to:	Ed Wheeler, Director of Human Resources City of Bentonville Bentonville, Arkansas
Date:	February 1, 2021
Submitted by:	Blair Johanson, Principal Partner Bruce Johanson, Principal Partner Johanson Group

PROPOSED SCOPE OF SERVICES

This Statement of Work is subject to the Terms and Conditions of this Consulting Agreement between the parties dated 2-1-2021, Amended Project.

SALARY AND BENEFITS STUDY

Objective

Complete a City of Bentonville, Arkansas positions classification, salary structure and benefit plans review and market study to ensure that the City's pay and benefit plans are competitive with public and private employers located in the City's recruitment area. This study will include a review of approximately 160 position titles.

(1) Review positions, compensation structure, and current market pay levels to ensure internal equity and external competitiveness.

(2) Work with the City's Director of Human Resources to review and edit job descriptions and position analysis questionnaires to ensure that each job description fairly represents current status of all jobs.

(3) Rate each job description within the DBCompensation™ software and consult with the City's Director of Human Resources and department managers to fine-tune final job ratings.

(4) Complete a market study of salary and benefits with local municipalities and published pay and benefit studies inclusive of public and private entities.

(5) Evaluate internal and external jobs and market salary and benefits study data and prepare a report with study findings, tables, graphs, worksheets and recommendations to improve effectiveness of the City of Bentonville's ability to attract and retain City personnel.

Deliverables

(1) Complete position title job descriptions and job rating evaluations for 110 position titles with the DBCompensation™ Compensation Management software.

(2) Upload employees' base pay associated with position titles to create an internal average pay line and a scatter graph of employee pay points in reference to the internal average pay line. This analysis will be helpful with internal and external pay comparisons.

(3) Complete a market salary and benefits study with 6 to 8 area municipalities and local market salary and benefit survey sources covering approximately 160 benchmark titles of the City's 213 job titles (includes job family levels).

(4) Perform an internal and external saldry and benefits study analysis to determine if the City's pay averages, salary structures and benefit plans are competitive with market average pay, pay plan averages and benefit plans based on the City's total compensation (pay and benefits) philosophy.

(5) Complete and present a study report with detailed findings, tables, graphs and recommendations to improve effectiveness of the City's ability to attract and retain qualified City personnel by offering and maintaining competitive pay and benefit plans. This report will provide the recommended position and pay grades for the City of Bentonville.

Development and implementation of a classification/compensation and job evaluation system that requires the following basic elements and characteristics:

i. meets all legal requirements;

ii. ensures an objective and totally non-discriminatory program;

iii. establishes the Fair Labor Standards Act (FLSA) status of all positions related to exempt and non-exempt designations;

iv. offers an easily managed system to be administered, maintained and defended;

v. provides the means and processes to accommodate organizational change and growth;

vi. offers a system that is built upon sound and proven compensation principles in which both internal and external equity are considered within the pay structure as well as equal pay for equal work, equal pay for similar work and equal pay for comparable work;

vii. the system will provide a means to incorporate new positions and revised positions into the City's compensation plan as well as provide the processes for making appropriate adjustments to maintain the pay plan's competitiveness on a continual basis.

(6) A presentation will be made to City of Bentonville's leadership team and City Council members.

Milestones after project start:

- Week 1 – 2:
  - Discuss and acquire salary and benefits information and other related documents.
  - Obtain electronic copies of current job descriptions.
- Week 2 – 4:
  - Review and transfer content of 213 job descriptions into the DBCompensation™ Compensation management software.
  - Work with Director of Human Resources and department managers to review job descriptions and ensure that all position descriptions are current and accurately reflect essential duties and minimum requirements.

- Week 5 – 6:
    - Begin job evaluation/rating process.
    - Review list of municipalities and local market data to be used for external salary and benefits study benchmarking.
    - Obtain information on the City's employee benefit offerings and plans for market benefits study.
    - Acquire identified salary and benefits data from all sources.
    - Review job ratings with City's Leadership Team and make adjustments to complete final job ratings for all City positions.
- Week 7 – 9:
    - Receive and analyze outside market pay and benefits data.
    - Identify and address market pay and benefits study outliers or missing data to complete study comparisons review.
    - Create salary and benefits study analysis tables, graphs, worksheets and other related documents based on internal and external data obtained.
    - Complete market salary and benefits study review to determine City of Bentonville's total compensation competitiveness with market pay averages by job title, market pay plan range averages, position pay and pay grade placement and market benefit plan offerings.

- Week 10 – 12:
    - Develop draft report and review with Mayor Stephanie Orman, Director of Finance and Administrator Jake Harper, CPA, Human Resources Director Ed Wheeler and designated key department heads.
    - Make any necessary revisions and prepare final report.
    - Provide final report to the City's Leadership Team and present study results and recommendations.
    - Present Salary and Benefits Study results and recommendations to the City's Council members.
    - Offer a DBCompensation™ software license so the City will be able to manage internal job valuing for revised positions and new positions.

Investment

The amount to be paid to Johanson Group for performing the Services and providing the Deliverables are:

JOB CLASSIFICATION AND COMPENSATION STUDY – Benchmarked Positions

Total project fee of $51,600 billed at $12,900 monthly for four months based on 160 benchmarked positions. (First month's billing will be invoiced upon approval of project). The total project fee includes all travel related expenses, study final report materials and related expenses. This study project should be completed within 90 calendar days from the approval date of this amended consulting agreement barring any unforeseen delays.

[redacted]

Johanson Group Approval

Blair R. Johanson
Name

Principal Partner, Co-Owner
Title

February 1, 2021
Date

City of Bentonville, Arkansas

Approval

Name

Title

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AMENDMENT TO THE EXISTING CONTRACT WITH JOHANSON GROUP FOR ADDITIONAL SERVICES RELATED TO THE SALARY SURVEY 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 amendment to the existing contract with the Johanson Group for additional services related to the Salary Survey for the City of Bentonville, as set forth in the amendment 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 _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK