BENTONVILLE CITY COUNCIL AGENDA

Note – Some of the members of the City Council, as well as City staff members, may attend this meeting by phone or other remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use facial coverings, and social distancing.

Public comments can be submitted by email submitted to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. 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 attend the meeting in person. To do so, please send an email indicating a desire to make public comments remotely to cc.comments@bentonvillear.com by at least 1:00 p.m. on the day of the meeting and a reply email will be sent with instructions about how your comments can be made. Making comments will require you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures with respect to oral public comments will still apply.

Committee of the Whole — **Monday, June 7, 2021 6:00 p.m.**
City Hall — **305 S.W. "A" Street**
Planning Commission Meeting Room

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on June 7, 2021:**
https://us02web.zoom.us/webinar/register/WN_5CJDd_olRiuzT86lBmE2DQ

City Council Meeting — **Tuesday, June 8, 2021 6:00 p.m.**
City Hall — **305 S.W. "A" Street**
Planning Commission Meeting Room

***If the public would like to attend virtually, please register at the following link by 4:00 p.m. on June 8, 2021:**
https://us02web.zoom.us/webinar/register/WN_V1OK04poSxqNqeuW4kXf3g

Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: May 25, 2021

AGENDA

1. Financial Update – Jake Harper, Finance Director. **(Monday Night Only)**

2. Planning:

2a. **Ordinance accepting a lot split of Lots 1 & 2 of Isabell Addition, N & J Family Properties, LLC, 10313 Haxton Road, A-1, Agricultural, LS21-0018.**

(Pages 8-10)

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land creating new Lot 1 (+/10 acres) and Lot 2 (+/-29 acres) of Isabell Addition. The plat dedicates a 20' wide utility easement adjacent to Haxton Road. Right-of-way is not required to be dedicated because Haxton Road is not listed on the city's Master Street Plan and Agriculture zoning with each lot exceeding 5 acres in size, exempts this requirement.

2b. **Ordinance accepting a lot split of Lots 1 & 2 of AJ Subdivision, Hurricane WA, LLC, 604 Bella Vista Road, DN-2, Downtown Medium-Density Residential, LS21-0023.**

(Pages 11-13)

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land creating new Lot 1 (+/0.20 acres) and Lot 2 (+/-0.20 acres) of AJ Subdivision. The plat dedicates a 15' wide utility easement adjacent to Bella Vista Road. Per the requirements of the Master Street, the plat also dedicates additional right-of-way for Bella Vista Road. Access to both lots shall be conveyed through a single ingress/egress point onto Bella Vista Road via the proposed shared public access easement as shown on the plat.

2c. **Ordinance accepting a lot split of Lot 2 of Hollie Addition, Hollie A Paul Trustee, 405 Trails End Lane, R-1, Single-Family Residential, LS21-0024.**

(Pages 14-17)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of un-platted section land creating new Lot 1 (+/- 0.34 acres) of Hollie Addition. The plat dedicates approximately 2-feet of right-of-way and a 15-foot utility easement along Trails End Lane.

2d. **Ordinance amending the Zoning Code to allow public and reserved parklets and adopting an application fee and encroachment agreement fee.**

(Pages 18-22)

The Planning Commission voted 6-0, recommending approval.

In 2020, City Council adopted an ordinance to support local businesses during the COVID-19 pandemic by allowing placement of tables, chairs and other items on City of Bentonville public on-street parking spaces adjacent to downtown business

establishments temporarily August 30, 2021. City Council has requested to continue the long-term support of downtown business establishments consistent with the Bentonville Community Plan. The proposed ordinance codifies and establishes a process for the long-term use of public on-street parking spaces adjacent to downtown business establishments.

2e. **Resolution adopting revision to the Future Land Use Map changing real estate from Residential Estate to Medium Density Residential, Charles R & Brenda K Salley, 3809 SW Crockett Street.**

(Pages 23-25)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan identifies this area as Residential Estates. The applicant is requesting a change in the Future Land Use Plan to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties. These areas are found near Downtown and in some recent growth areas. These areas may include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Land Use Plan. This area is intended to support the development of vacant properties already served by infrastructure within the context of existing development (pg. 44).

The Bentonville Community Plan designates this area as part of the Model Block Development Program within the Regional Airport Boulevard Character Area Plan. This Character Area Plan identifies the north half of the property as appropriate for a mix of multifamily and office and the southern half as appropriate for single-family development.

2f. **Rezone: A-1, Agricultural to R-3, Medium Density Residential, 3809 SW Crockett Street, RZ21-0029.**

(Pages 26-40)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan identifies this area as Residential Estates. The applicant is requesting a change in the Future Land Use Plan to Medium-Density Residential. Medium-density residential areas include townhouse or duplex residential properties. These areas are found near Downtown and in some recent growth areas. These areas may include local amenities for residents, including neighborhood parks, places of worship, etc.

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3. Utility Board:

3a. Ordinance to amend Ordinance 2018-36 recommending an adjustment to fees regarding sales at the Bentonville Compost Facility. See attached schedule of fees with noted changes. The Utility Board voted 5-0 to approve amending this Ordinance on May 25th, 2021. **(Pages 41-49)**

3b. Bid award #IFB-21-20 to Clean Uniforms, for uniform and laundry services, per the attached Bid Tabulation. This is a one-year contract, renewable annually for a maximum term of 5 years (contingent upon annual budget approval). The Utility Board, on May 25, 2021, voted 5-0 to accept this Bid Award. This is a 2021 budget expense. **(Pages 50-78)**

3c. Ordinance to waiver the bidding process for renewal of lift station alarm system service agreement with Mission Communications, LLC. in an amount not to exceed $23,527.22. This cell phone based system, (purchased with approval of city council in 2004), provides continuous monitoring of 61 wastewater lift stations throughout the city. Mission provides the service package designed exclusively for this alarm system and as such is a single source item. Therefore, it would not be practical nor feasible to advertise for competitive bidding. This service is a yearly budgeted item. The Utility Board voted to accept this waiver of the bidding process 5-0 on May 25, 2021. **(Pages 79-89)**

3d. Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into an agreement with the City of Cave Springs for the sale of water. This item was approved by the Utility Board 5-0. **(Pages 90-100)**

3e. Resolution to enter into an agreement with Carroll Electric Co-op to purchase CECC infrastructure and accounts on N. Rainbow Farms Rd. for $207,843.95. Approved at Utility Board 5-0. **(Pages 101-107)**

3f. Budget adjustment to move $207,843.95 from Underground Primary to Improvements Other than Electric to purchase CECC infrastructure and accounts on N. Rainbow Farms Rd. Approved at Utility Board 5-0. **(Pages 108-109)**

3g. Bid award for IFB 21-30 for Electric Control Cabinet to Beckwith Electric for $42,915.00. Approved at the Utility Board 5-0. **(Pages 110-134)**

3h. Bid award for IFB 21-31 for Licensed Radios to Logic, Inc. for $26,310.00. Approved at Utility Board 5-0. **(Pages 135-152)**

4. Public hearing and ordinance vacating a Utility Easement requested for 801 SW 41st Street (VAC21-0009). **(Pages 153-156)**

5. Public hearing and ordinance vacating a Utility Easement requested for 224 North Main Street, Bentonville Original (VAC21-0010). **(Pages 157-160)**

6. Resolution request for City Council approval to authorize payment for the irrigation system relocation at NWACC due to the improvements to Water Tower Road. **(Pages 161-164)**

7. Budget adjustment of $14,317.00 for repair to brick and mortar deterioration cracks of City Hall at 305 SW "A" Street. Brick and mortar deterioration of cracks discovered during rain event with substantial leaks and ceiling tile damage in Planning Department on 2nd floor of City Hall. **(Pages 165-168)**

8a. Bid Award to Epoxy Coating Specialists through a competitive bid IFB 21-25 to purchase the installation of a new epoxy flooring at the Bentonville Community Center in the amount of $115,577.00. This item was budgeted for $101,000.00 in 2021 but bid prices came in higher than anticipated. A budget adjustment for $14,577.00 is submitted to allow the project to move forward. **(Pages 169-195)**

8b. Budget Adjustment in the amount of $14,577.00 to for the Epoxy floor project at the Bentonville Community Center. This item was budgeted for $101,000.00 in 2021 but bid prices came in higher than anticipated. This budget adjustment for $14,577.00 is submitted to allow the project to move forward. **(Pages 196-197)**

City Council Agenda Items

For City Council Meeting of June 8, 2021

From the June 1, 2021 Planning Commission Meeting

Ordinance accepting a lot split of Lots 1 & 2 of Isabell Addition, N & J Family Properties, LLC, 10313 Haxton Road, A-1, Agricultural.

The Planning Commission voted 6-0, recommending approval.

A lot split of un-platted section land creating new Lot 1 (+/10 acres) and Lot 2 (+/-29 acres) of Isabell Addition. The plat dedicates a 20' wide utility easement adjacent to Haxton Road. Right-of-way is not required to be dedicated because Haxton Road is not listed on the city's Master Street Plan and Agriculture zoning with each lot exceeding 5 acres in size, exempts this requirement.

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Resolution adopting revision to the Future Land Use Map changing real estate from Residential Estate to Medium Density Residential, Charles R & Brenda K Salley, 3809 SW Crockett Street.

The Planning Commission voted 6-0, recommending approval.

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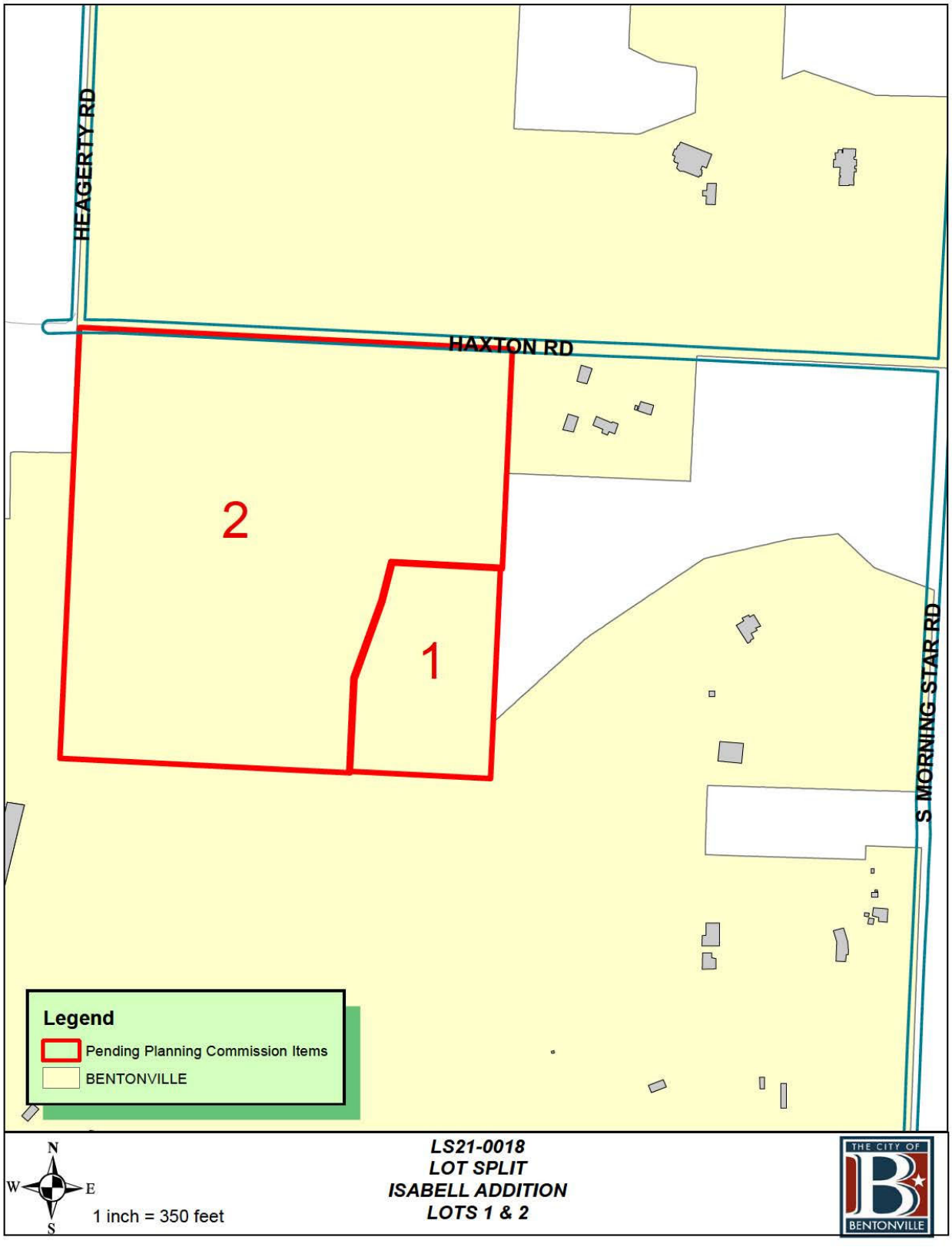
Rezone: A-1, Agricultural to R-3, Medium Density Residential, 3809 SW Crockett Street, RZ21-0029.

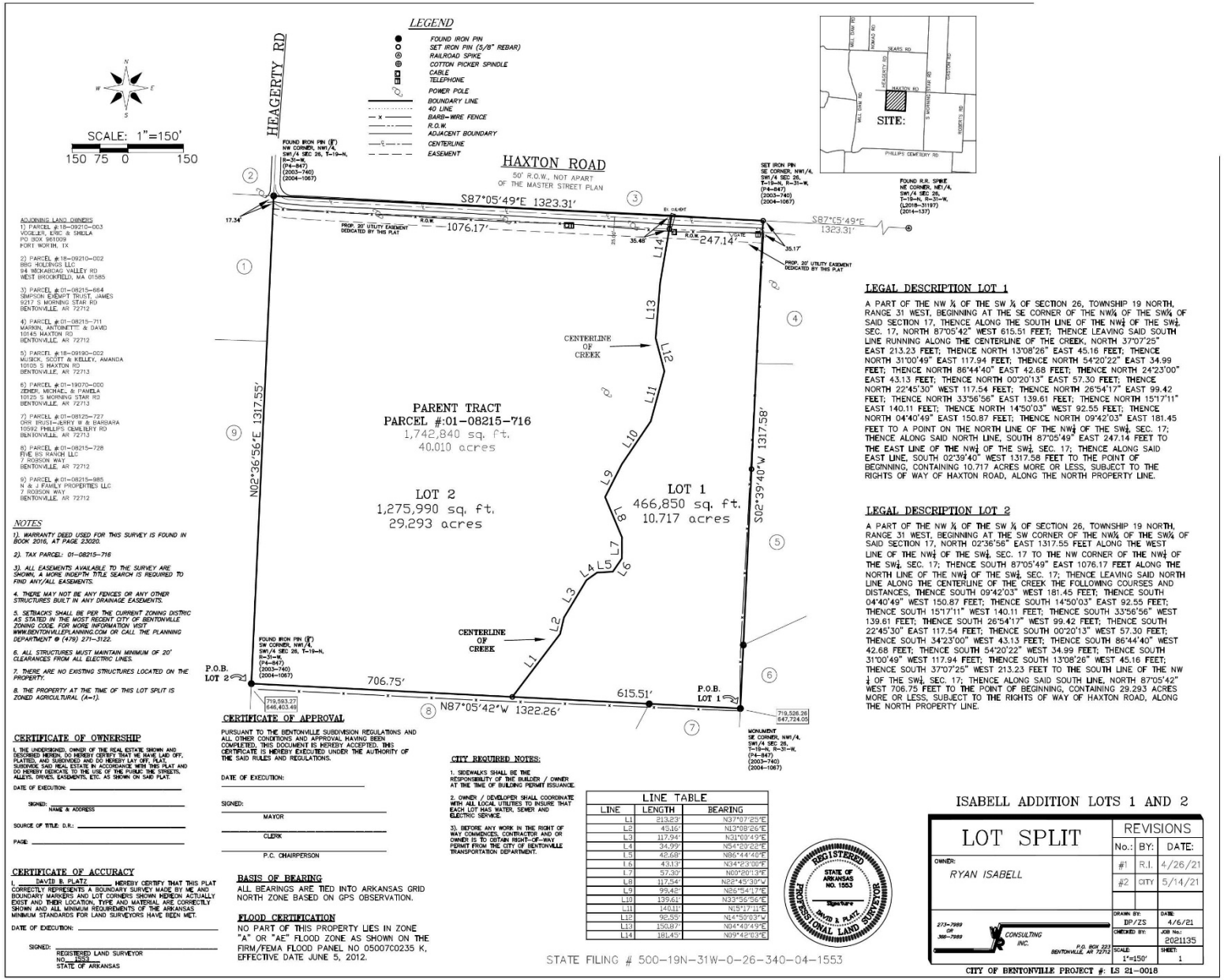
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HEAGERTY RD
HAXTON RD
S MORNING STAR RD
2
1
Legend
Pending Planning Commission Items
BENTONVILLE
N
W
E
S
1 inch = 350 feet
LS21-0018
LOT SPLIT
ISABELL ADDITION
LOTS 1 & 2
THE CITY OF
BENTONVILLE



ADJOINING LAND OWNERS
1) PARCEL #:18-09210-003
VOGELER, ERIC & SHEILA
PO BOX 981009
FORT WORTH, TX

2) PARCEL #:18-09210-002
BBC HOLDINGS LLC
94 WICKABOAG VALLEY RD
WEST BROOKFIELD, MA 01585

3) PARCEL #:01-08215-664
SIMPSON EXEMPT TRUST, JAMES
9217 S MORNING STAR RD
BENTONVILLE, AR 72712

4) PARCEL #:01-08215-711
MARKIN, ANTOINETT & DAVID
10145 HAXTON RD
BENTONVILLE, AR 72712

5) PARCEL #:18-09190-002
MUSICK, SCOTT & KELLEY, AMANDA
10105 S HAXTON RD
BENTONVILLE, AR 72713

6) PARCEL #:01-19070-000
ZEMER, MICHAEL, & PAMELA
10125 S MORNING STAR RD
BENTONVILLE, AR 72713

7) PARCEL #:01-08125-727
ORR TRUST-JERRY W & BARBARA
10592 PHILLIPS CEMETERY RD
BENTONVILLE, AR 72713

8) PARCEL #:01-08215-728
FIVE RS RANCH LLC
7 ROBSON WAY
BENTONVILLE, AR 72712

9) PARCEL #:01-08215-985
N & J FAMILY PROPERTIES LLC
7 ROBSON WAY
BENTONVILLE, AR 72712

NOTES

1). WARRANTY DEED USED FOR THIS SURVEY IS FOUND IN BOOK 2016, AT PAGE 23020.

2). TAX PARCEL: 01-08215-716

3). ALL EASEMENTS AVAILABLE TO THE SURVEY ARE SHOWN. A MORE INDEPTH TITLE SEARCH IS REQUIRED TO FIND ANY/ALL EASEMENTS.

4. THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

5. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRIC AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ (479) 271-3122.

6. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

7. THERE ARE NO EXISTING STRUCTURES LOCATED ON THE PROPERTY.

8. THE PROPERTY AT THE TIME OF THIS LOT SPLIT IS ZONED AGRICULTURAL (A-1).

CERTIFICATE OF OWNERSHIP

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

DATE OF EXECUTION: _____

SIGNED: _____
NAME & ADDRESS

SOURCE OF TITLE: D.R.: _____

PAGE: _____

CERTIFICATE OF ACCURACY

I, DAVID B. PLATZ, 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.

DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1553
STATE OF ARKANSAS

CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION: _____

SIGNED: _____
MAYOR

_____
CLERK

_____
P.C. CHAIRPERSON

BASIS OF BEARING

ALL BEARINGS ARE TIED INTO ARKANSAS GRID NORTH ZONE BASED ON GPS OBSERVATION.

FLOOD CERTIFICATION

NO PART OF THIS PROPERTY LIES IN ZONE "A" OR "AE" FLOOD ZONE AS SHOWN ON THE FIRM/FEMA FLOOD PANEL NO 05007C0235 K, EFFECTIVE DATE JUNE 5, 2012.

CITY REQUIRED NOTES:

1. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER / OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.

2. OWNER / DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.

3). 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.

LINE TABLE		
LINE	LENGTH	BEARING
L1	213.23'	N37°07'25"E
L2	43.16'	N13°08'26"E
L3	117.94'	N31°00'49"E
L4	34.99'	N54°20'22"E
L5	42.68'	N86°44'40"E
L6	43.13'	N34°23'00"E
L7	57.30'	N00°20'13"E
L8	117.54'	N22°45'39"W
L9	99.48'	N26°54'17"E
L10	139.61'	N33°56'56"E
L11	140.11'	N15°17'11"E
L12	92.55'	N14°50'03"W
L13	150.87'	N04°49'49"E
L14	181.45'	N09°42'03"E

LEGAL DESCRIPTION LOT 1

A PART OF THE NW ¼ OF THE SW ¼ OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BEGINNING AT THE SE CORNER OF THE NW¼ OF THE SW¼ OF SAID SECTION 17, THENCE ALONG THE SOUTH LINE OF THE NW¼ OF THE SW¼, SEC. 17, NORTH 87°05'42" WEST 615.51 FEET; THENCE LEAVING SAID SOUTH LINE RUNNING ALONG THE CENTERLINE OF THE CREEK, NORTH 37°07'25" EAST 213.23 FEET; THENCE NORTH 13°08'26" EAST 45.16 FEET; THENCE NORTH 31°00'49" EAST 117.94 FEET; THENCE NORTH 54°20'22" EAST 34.99 FEET; THENCE NORTH 86°44'40" EAST 42.68 FEET; THENCE NORTH 24°23'00" EAST 43.13 FEET; THENCE NORTH 00°20'13" EAST 57.30 FEET; THENCE NORTH 22°45'30" WEST 117.54 FEET; THENCE NORTH 26°54'17" EAST 99.42 FEET; THENCE NORTH 33°56'56" EAST 139.61 FEET; THENCE NORTH 15°17'11" EAST 140.11 FEET; THENCE NORTH 14°50'03" WEST 92.55 FEET; THENCE NORTH 04°40'49" EAST 150.87 FEET; THENCE NORTH 09°42'03" EAST 181.45 FEET TO A POINT ON THE NORTH LINE OF THE NW¼ OF THE SW¼ SEC. 17; THENCE ALONG SAID NORTH LINE, SOUTH 87°05'49" EAST 247.14 FEET TO THE EAST LINE OF THE NW¼ OF THE SW¼ SEC. 17; THENCE ALONG SAID EAST LINE, SOUTH 02°39'40" WEST 1317.58 FEET TO THE POINT OF BEGINNING, CONTAINING 10.717 ACRES MORE OR LESS, SUBJECT TO THE RIGHTS OF WAY OF HAXTON ROAD, ALONG THE NORTH PROPERTY LINE.

LEGAL DESCRIPTION LOT 2

A PART OF THE NW ¼ OF THE SW ¼ OF SECTION 26, TOWNSHIP 19 NORTH, RANGE 31 WEST, BEGINNING AT THE SW CORNER OF THE NW¼ OF THE SW¼ OF SAID SECTION 17, NORTH 02°36'56" EAST 1317.55 FEET ALONG THE WEST LINE OF THE NW¼ OF THE SW¼ SEC. 17 TO THE NW CORNER OF THE NW¼ OF THE SW¼ SEC. 17; THENCE SOUTH 87°05'49" EAST 1076.17 FEET ALONG THE NORTH LINE OF THE NW¼ OF THE SW¼ SEC. 17; THENCE LEAVING SAID NORTH LINE ALONG THE CENTERLINE OF THE CREEK THE FOLLOWING COURSES AND DISTANCES, THENCE SOUTH 09°42'03" WEST 181.45 FEET; THENCE SOUTH 04°40'49" WEST 150.87 FEET; THENCE SOUTH 14°50'03" EAST 92.55 FEET; THENCE SOUTH 15°17'11" WEST 140.11 FEET; THENCE SOUTH 33°56'56" WEST 139.61 FEET; THENCE SOUTH 26°54'17" WEST 99.42 FEET; THENCE SOUTH 22°45'30" EAST 117.54 FEET; THENCE SOUTH 00°20'13" WEST 57.30 FEET; THENCE SOUTH 24°23'00" WEST 43.13 FEET; THENCE SOUTH 86°44'40" WEST 42.68 FEET; THENCE SOUTH 54°20'22" WEST 34.99 FEET; THENCE SOUTH 31°00'49" WEST 117.94 FEET; THENCE SOUTH 13°08'26" WEST 45.16 FEET; THENCE SOUTH 37°07'25" WEST 213.23 FEET TO THE SOUTH LINE OF THE NW ¼ OF THE SW¼ SEC. 17; THENCE ALONG SAID SOUTH LINE, NORTH 87°05'42" WEST 706.75 FEET TO THE POINT OF BEGINNING, CONTAINING 29.293 ACRES MORE OR LESS, SUBJECT TO THE RIGHTS OF WAY OF HAXTON ROAD, ALONG THE NORTH PROPERTY LINE.

STATE FILING # 500-19N-31W-0-26-340-04-1553

ISABELL ADDITION LOTS 1 AND 2

LOT SPLIT

REVISIONS		
No.:	BY:	DATE:
#1	R.I.	4/26/21
#2	CITY	5/14/21

OWNER: RYAN ISABELL

DRAWN BY: DP/ZS — DATE: 4/6/21
CHECKED BY: — JOB No.: 2021135
SCALE: 1"=150' — SHEET: 1

273-7989 OR 366-7989
CONSULTING INC.
P.O. BOX 223 BENTONVILLE, AR 72712

CITY OF BENTONVILLE PROJECT #: LS 21-0018

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 &2 OF ISABELL ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0018).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 1&2 of Isabell Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 1, 2021; and,

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

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

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

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

Section 1: That the lot split of Lots 1&2 of Isabell Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

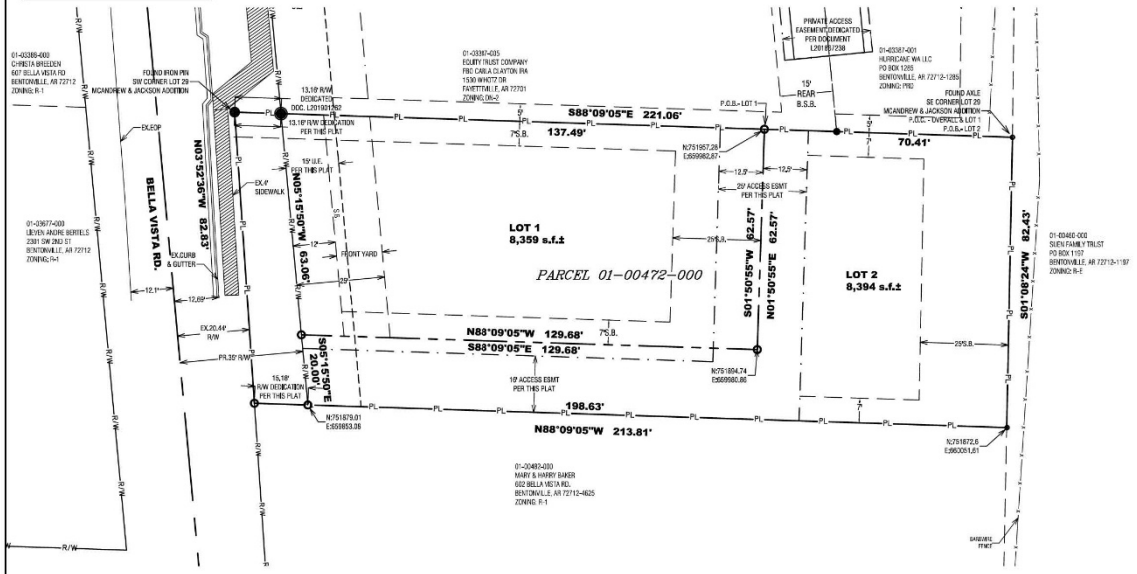
ATTEST:

_____
Kirby Romines, City Clerk


BELLA VISTA RD
NW 7TH ST
NW 6TH ST
NW 5TH ST
1
2
Legend
N
W
E
S
1 inch = 100 feet
LS21-0023
LOT SPLIT
BELLA VISTA RD PARCEL 01-00472-000
CREATING LOTS 1 & 2
THE CITY OF
BENTONVILLE

INCIDENTAL SUBDIVISION
CREATING LOTS 1 & 2 FOR NEW SUBDIVISION
"AJ SUBDIVISION"

BUILDING SETBACK TABLE DN - 2 ZONING	
FRONT YARD	12' MIN. 25' MAX.
EXTERIOR/CORNER SIDE YARD	12' MIN. 25' MAX.
INTERIOR SIDE YARD	7' (DETACHED) 0' (ATTACHED)
REAR	25'



LEGAL DESCRIPTION - OVERALL:

A part of the Frl. SE1/4 of the NW1/4 and part of the Frl. NE1/4 of the SW1/4 of Section 30, Township 20 North, Range 30 West, Beginning at the SE Corner of Lot 29 of McAndrew & Jackson Addition to Bentonville said point being a Found Axle, thence S01°08'24"W 82.43 feet, thence N88°09'05"W 213.81 feet, thence N03°52'36"W 82.83 feet, thence S88°09'05"E 221.06 feet to the POINT OF BEGINNING, Containing 0.41 acres, more or less, subject to easements and right of ways of record.

LEGAL DESCRIPTION - LOT 1:

A part of the Frl. SE1/4 of the NW1/4 and part of the Frl. NE1/4 of the SW1/4 of Section 30, Township 20 North, Range 30 West, Commencing at the SE Corner of Lot 29 of McAndrew & Jackson Addition to Bentonville said point being a Found Axle, thence N88°09'05"W 70.41 feet to the POINT OF BEGINNING, thence S01°50'55"W 62.57 feet, thence N88°09'05"W 129.68 feet, thence N05°15'50"W 63.06 feet, thence S88°09'05"E 137.49 feet to the POINT OF BEGINNING, Containing 8,359 square feet, more or less, subject to easements and right of ways of record.

LEGAL DESCRIPTION - LOT 2:

A part of the Frl. SE1/4 of the NW1/4 and part of the Frl. NE1/4 of the SW1/4 of Section 30, Township 20 North, Range 30 West, Beginning at the SE Corner of Lot 29 of McAndrew & Jackson Addition to Bentonville said point being a Found Axle, thence S01°08'24"W 82.43 feet, thence N88°09'05"W 198.63 feet, thence N05°15'50"W 20.00 feet, thence S88°09'05"E 129.68 feet, thence N01°50'55"E 62.57 feet, thence S88°09'05"E 70.41 feet to the POINT OF BEGINNING, Containing 8,394 square feet, more or less, subject to easements and right of ways of record.

NOTES:

1. PARCEL NUMBER: 01-00472-000

2. ROTATION BASED ON ARKANSAS STATE PLANE GRID NORTH ZONE (NAD83).

3. BOUNDARY BASED ON MCANDREW & JACKSON ADDITION FILE A-30 & T-78 AND DEED 2007-38074.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

N
W E
S

FILING NUMBER

JORGENSEN +ASSOCIATES
Civil Engineering + Surveying
124 W. Sunbridge Drive, Suite #1
Fayetteville, AR 72703
Office: 479.443.4378
Fax: 479.443.4462
www.jorgensenassoc.com

LEGEND

- CALCULATED POINT
- FOUND IRON PIN
- SET IRON PIN & CAP
- CENTERLINE STREET
- BOUNDARY LINE
- RIGHT-OF-WAY
- BARBWIRE FENCE
- EXISTING 5' SIDEWALK
- GENERAL UTILITY EASEMENT (U.E.)

PROJECT DETAILS

PROJECT TITLE:
INCIDENTAL SUBDIVISION CREATING LOTS 1 & 2 FOR NEW "AJ SUBDIVISION"

PROJECT LOCATION:
BENTONVILLE, AR

REVISIONS

DATE: 5.17.2021
DRAWN BY: PMM
PROJECT # 2020112
FILE PATH: Z:\LOTS\DWG\LSP
SHEET SIZE: 18" x 24"
SCALE: 1" = 20'

SHEET TITLE

LOT SPLIT

SHEET NUMBER

1

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1 & 2 OF AJ SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0023).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lots 1 & 2 of AJ Subdivision, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 1, 2021; and,

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

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

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

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

Section 1: That the lot split of Lots 1 & 2 of AJ Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

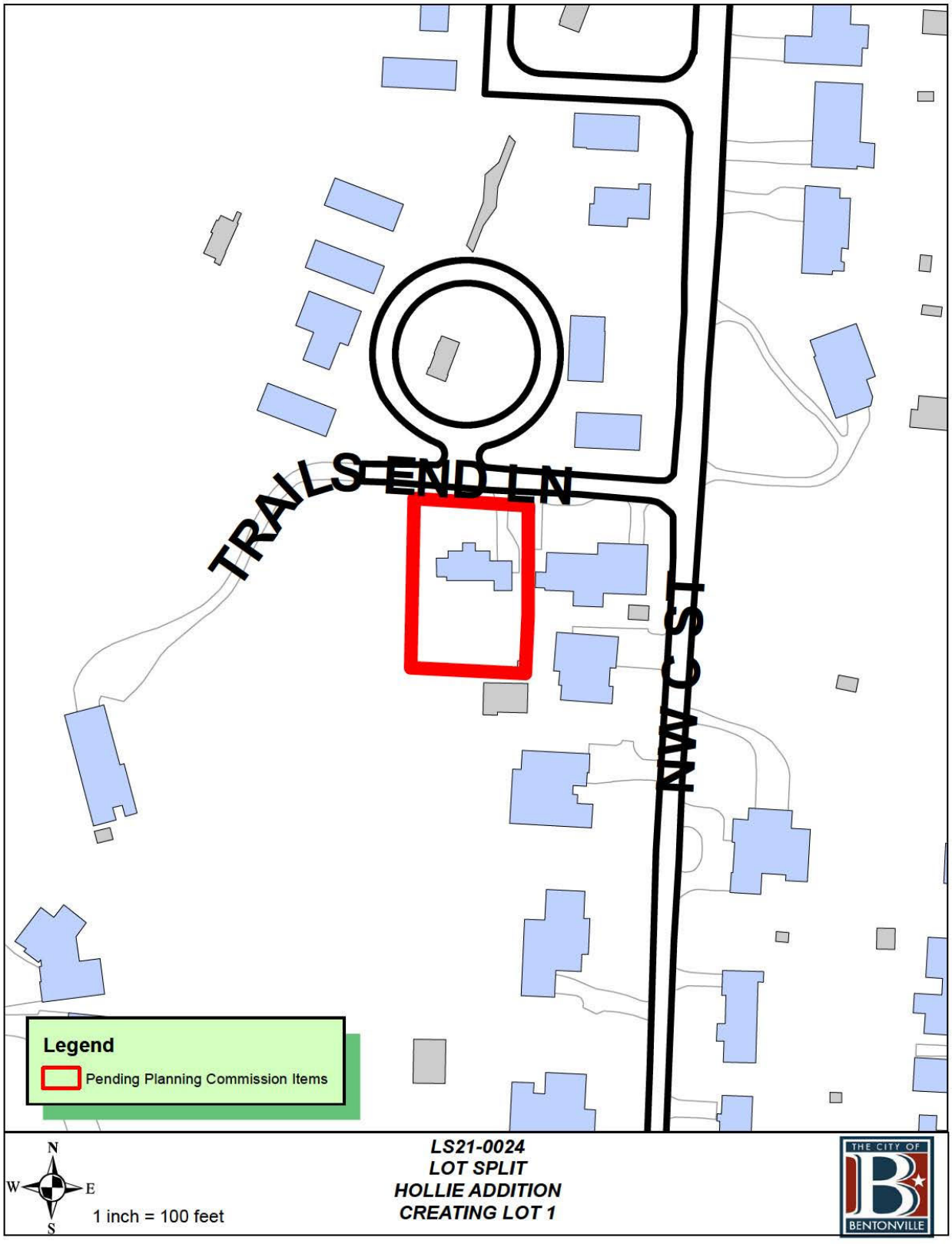
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


TRAILS END LN
N 1ST ST
Legend
Pending Planning Commission Items
N
W
E
S
1 inch = 100 feet
LS21-0024
LOT SPLIT
HOLLIE ADDITION
CREATING LOT 1
THE CITY OF
BENTONVILLE

LOT SPLIT
CREATING LOT 1, HOLLIE ADDITION
405 TRAILS END
BENTONVILLE, ARKANSAS

CLIENT:
TODD RENFROW
P.O. BOX 3418, BENTONVILLE AR
PHONE:(479) 631-5355
EMAIL: TODDMRENFROW@YAHOO.COM

SURVEY NOTES:

1. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

   Easements, other than possible easements which were visible at the time of making of this survey; building setback lines; restrictive covenants; subdivision restrictions; zoning or other land-use regulations, or any other facts which an accurate and current title search may disclose.
2. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied the surveyor.
3. This plat represents a boundary survey of the parcel recorded in Deed Records, Instrument L202101576 at the courthouse in Benton County, Arkansas.
4. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
5. Basis of Bearings: NAD83, State Plane Grid Coordinates, Arkansas North Zone, Checking with City of Bentonville Control Network.
6. This survey is valid only if the drawing includes the seal and signature of the surveyor.
7. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
8. No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect this parcel.
9. Declaration is made to the original purchaser of the survey and is not transferable to any additional institutions or subsequent owners.
10. This property is Zoned R-1 (Single Family Residential).
11. Setbacks shall be per the current Zoning district as stated in the most recent City of Bentonville Zoning Code. For more information visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
12. No attempt was made to show building setback lines graphically on the survey. Setback dimensions are based on the orientation of the building(s) to be constructed.
13. Subsurface and environmental conditions were not examined nor considered a part of this survey.
14. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
15. Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
16. Before any work in the right-of-way commences, contractor and or owner is to contact the City of Bentonville Engineering and Transportation Departments and notify said Departments of the intent and type of work that will take place within the Right-of-Way. Work in the Right-of-Way may require a separate permit.
17. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.
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 a 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 will 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 coordinate with the New Service Coordinator @479-271-3139 to determine if equipment is in conflict.
22. It is the responsibility of the developer to pay any costs 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 materials to move the equipment to the new lot line.



VICINITY MAP
Scale: 1" = 1,000'

ATLAS PAGE # 361

LEGAL DESCRIPTION - INSTRUMENT L202101576:

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 32 FEET SOUTH AND SOUTH 89°58'00" EAST 378 FEET FROM THE NW CORNER OF SAID SW 1/4 OF THE NE 1/4; THENCE SOUTH 150.00 FEET; THENCE EAST 100 FEET; THENCE NORTH 150 FEET; THENCE WEST 100 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENT, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY.

SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

SURVEY DESCRIPTION - LOT 1, HOLLIE ADDITION:

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 87°38'13" EAST 378.00 FEET AND SOUTH 02°21'47" WEST 32.00 FEET FROM THE NW CORNER OF SAID SW 1/4 OF THE NE ¼ TO A FOUND ½" REBAR IN THE SOUTH ROW OF TRAILS END LANE; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, SOUTH 01°10'55" WEST 1.88 FEET TO A SET ½" REBAR W/ CAP "AR1002" FOR THE POINT OF BEGINNING; THENCE SOUTH 86°27'45" EAST 99.83 FEET TO A SET ½" REBAR W/ CAP "AR1002"; THENCE SOUTH 00°15'01" WEST 96.71 FEET TO A FOUND ½" REBAR; THENCE SOUTH 02°46'33" WEST 49.78 FEET TO A FOUND ½" REBAR; THENCE NORTH 87°07'10" WEST 99.98 FEET TO A FOUND ½" REBAR; THENCE NORTH 01°10'55" EAST 147.60 FEET TO THE POINT OF BEGINNING, CONTAINING 14,788 SQUARE FEET OR 0.34 ACRES, MORE OR LESS.

SUBJECT TO EASEMENT, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY.

SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.

SURVEY DESCRIPTION - ROW DEDICATION:

PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 87°38'13" EAST 378.00 FEET AND SOUTH 02°21'47" WEST 32.00 FEET FROM THE NW CORNER OF SAID SW 1/4 OF THE NE ¼ TO A FOUND ½" REBAR IN THE SOUTH ROW OF TRAILS END LANE FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY, SOUTH 87°38'13" EAST 99.70 FEET TO A FOUND ½" REBAR; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, SOUTH 00°15'01" WEST 3.93 FEET TO A SET ½" REBAR W/ CAP "AR1002"; THENCE NORTH 86°27'45" WEST 99.83 FEET TO A SET ½" REBAR W/ CAP "AR1002"; THENCE NORTH 01°10'55" EAST 1.88 FEET TO THE POINT OF BEGINNING, CONTAINING 289 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

CERTIFICATE OF APPROVAL:

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

Date of Execution: _____

Signed _____
Bentonville Planning Commission Chairman

Signed _____
Mayor City of Bentonville

Signed _____
City Clerk, City of Bentonville

Certificate of Ownership:

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

Date of Execution: _____

Print:_____

Signed:_____

State of Arkansas)
County of Benton)

Sworn to and subscribed before me this _____ day of _____, 2021.

_____
Notary Public Signature

SURVEYOR'S CERTIFICATE:

I, C. Ed Gray, 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.

Date of Execution: _____

C. Ed Gray
Registered Land Surveyor
State of Arkansas
Registration No. 1002

City of Bentonville Project No.: LS21-0024

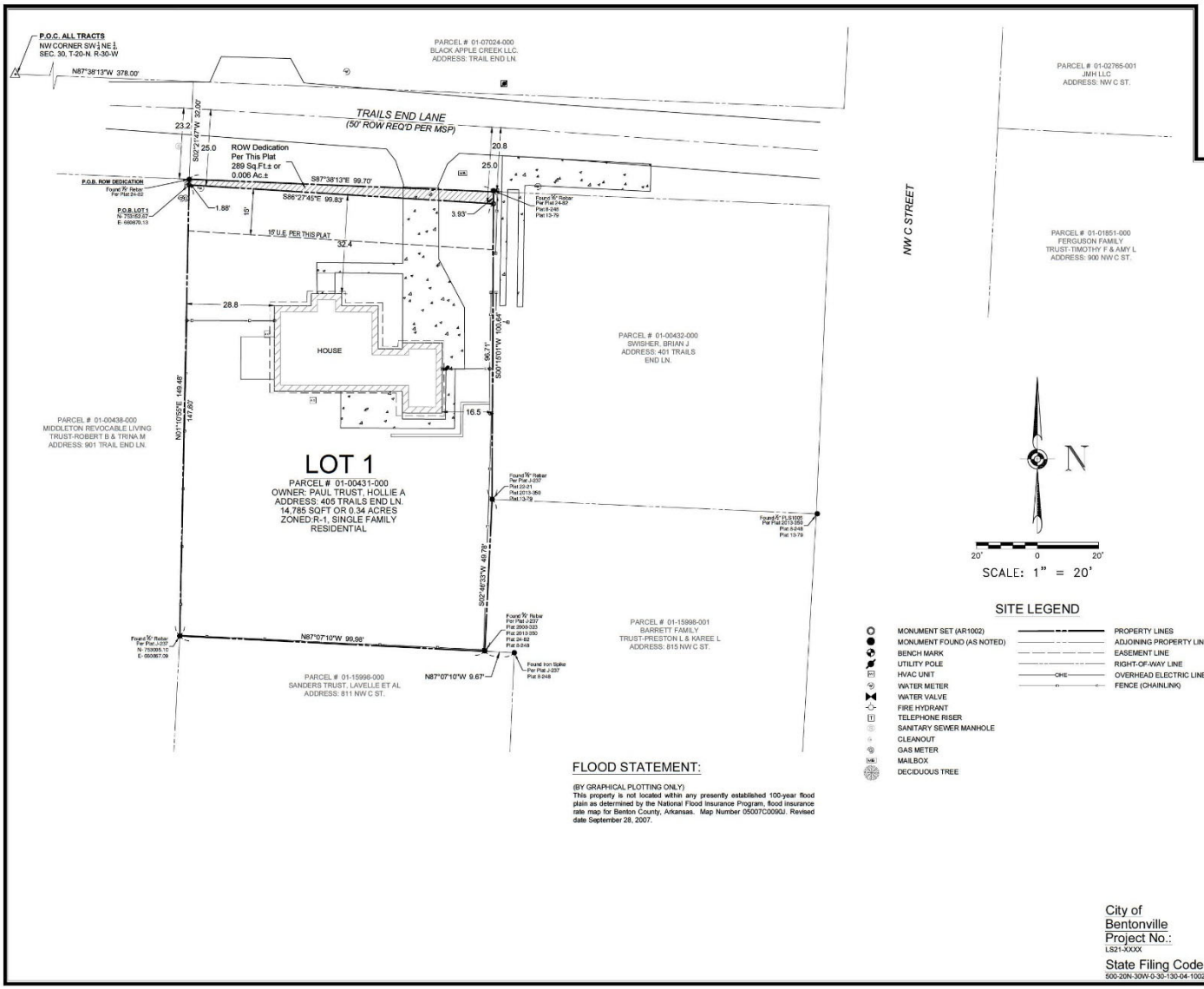
State Filing Code: 500-20N-30W-0-30-130-04-1002

SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9262

CERTIFICATE OF AUTHORIZATION
SAND CREEK ENGINEERING AND LANDSCAPE ARCHITECTURE, INC.
No.385
ARKANSAS - ENGINEER

PRELIMINARY
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF ARKANSAS
No. 1002
C. ED GRAY

PROJECT: 21030 | AMPLIGHTER | LOT SPLIT


P.O.C. ALL TRACTS
NW CORNER SW¼ NE¼
SEC. 30, T-20-N, R-30-W
N87°38'13"W 378.00'
PARCEL # 01-07024-000
BLACK APPLE CREEK LLC.
ADDRESS: TRAIL END LN.
TRAILS END LANE
(50' ROW REQ'D PER MSP)
ROW Dedication
Per This Plat
289 Sq Ft.± or
0.006 Ac.±
S87°38'13"E 99.70'
S86°27'45"E 99.83'
P.O.B. ROW DEDICATION
P.O.B. LOT 1
15' U.E. PER THIS PLAT
HOUSE
LOT 1
PARCEL # 01-00431-000
OWNER: PAUL TRUST, HOLLIE A
ADDRESS: 405 TRAILS END LN.
14,785 SQFT OR 0.34 ACRES
ZONED:R-1, SINGLE FAMILY
RESIDENTIAL
PARCEL # 01-00438-000
MIDDLETON REVOCABLE LIVING
TRUST-ROBERT B & TRINA M.
ADDRESS: 901 TRAIL END LN.
PARCEL # 01-00432-000
SWISHER, BRIAN J
ADDRESS: 401 TRAILS
END LN.
PARCEL # 01-15998-001
BARRETT FAMILY
TRUST-PRESTON L & KAREE L
ADDRESS: 815 NW C ST.
PARCEL # 01-15998-000
SANDERS TRUST, LAVELLE ET AL
ADDRESS: 811 NW C ST.
N87°07'10"W 99.98'
N87°07'10"W 9.67'
PARCEL # 01-02765-001
JMH LLC
ADDRESS: NW C ST.
NW C STREET
PARCEL # 01-01851-000
FERGUSON FAMILY
TRUST-TIMOTHY F & AMY L
ADDRESS: 900 NW C ST.
N
20' 0 20'
SCALE: 1" = 20'
SITE LEGEND
MONUMENT SET (AR1002)
MONUMENT FOUND (AS NOTED)
BENCH MARK
UTILITY POLE
HVAC UNIT
WATER METER
WATER VALVE
FIRE HYDRANT
TELEPHONE RISER
SANITARY SEWER MANHOLE
CLEANOUT
GAS METER
MAILBOX
DECIDUOUS TREE
PROPERTY LINES
ADJOINING PROPERTY LINE
EASEMENT LINE
RIGHT-OF-WAY LINE
OVERHEAD ELECTRIC LINE
FENCE (CHAINLINK)
FLOOD STATEMENT:
(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100-year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0090J. Revised date September 28, 2007.
City of Bentonville Project No.:
LS21-XXXX
State Filing Code:
500-20N-30W-0-30-130-04-1002
CLIENT:
LAMPLIGHTER RESTORATIONS LLC
P.O. BOX 3418, BENTONVILLE AR
PHONE (479) 831-6355
EMAIL: TODDMRENFROW@YAHOO.COM
SHEET: LOT SPLIT
PROJECT: CREATING LOT 1, HOLLIE ADDITION BENTONVILLE, ARKANSAS
REGISTERED STATE ARKANSAS NO. ED GRAY PRELIMINARY SURVEYOR
SAND CREEK
PLS: JW
CAD: AF
FIELD: MJH
SCE PROJECT #: 21030
DATE: 04/20/2021
SHEET: 2 OF 2
PROJECT: 21030 | AMPLIGHTER | LOT SPLIT

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT CREATING LOT 2 OF HOLLIE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS21-0024).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split creating Lot 2 of HIollie Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 1, 2021; and,

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

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

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

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

Section 1: That the lot split creating Lot 2 of Hollie Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Public and Reserved Parklets

PC Date: 6/1/2021
Reviewer: Shelli Kerr, AICP, Comprehensive Planning Manager

Type	Amendment
Code Impacted	Zoning Code
Section(s)	Art. 201 Defintions Art. 401 Zoning Regulations

Background

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

These restrictions included guidelines regarding reopening businesses limiting restaurant dining rooms at only sixty-six percent (66%) capacity beginning on June 15, 2020. Many establishments located in downtown Bentonville did not have the outdoor space or designated parking areas in which to provide outdoor dining or curbside pickup during the COVID-19 restrictions.

To support and assist Bentonville establishments so that they may increase their sales, provide food and drink to their patrons and produce revenue and jobs to help the economy while maintaining social distancing requirements, City Council adopted Ordinance No. 0-2020-130 on July 14, 2020 allowing placement of tables, chairs and other items on city of Bentonville public on-street parking spaces adjacent to downtown business establishments temporarily through January 1, 2021.

The ordinance adopted a Downtown Encroachments Map; established a process to submit a request to enter into an encroachment agreement with the city to use designated parking spaces adjacent to their establishment for the placement of tables, chairs and other items; and identified the details of the encroachment agreement. Details included that these designated areas be non-smoking; that alcohol only be sold if in compliance with ABC liquor state and local licenses; specific hours of operation; and detailed design and safety standards.

City Council extended the expiration date twice, first to April 30, 2021 (Ord. No. 2020-196; 10-13-2020) and second to August 31, 2021 (Ord. No. 2021-84; 3-30-21). In association with these extensions, City Council requested staff to prepare an ordinance to allow these spaces, often referred to as parklets, to become permanent. The ordinance proposed is in response to this request. The requirements from the initial ordinance have been modified for codification in the Zoning Code.

Since adoption, the city has entered into five (5) encroachment agreements. Map provided

- 100 NW 2nd Street, Onyx Coffee Lab
- 108 E Central Ave, Table Mesa
- 110 SE A Street, Tusk & Trotter
- 234 SW 7th St, Two Friends Books
- 409 SE 6th St, Table at the Station

Proposed Changes

The proposal incorporates the regulations of the original ordinance allowing use of public parking spaces for dining and codifies them into the zoning code with a few additions recommended below.

- Add definitions of parklets, encroachment agreement and encroached premises.
- Align regulations with sidewalk cafés.
- Change the applicable area to the entire downtown study area.
- Add "parklet" as a use on the Table of Uses under Retail and allow by right in DC, DE, and DN4.
- Require an application process.
- Require inspections.
- Require annual review or permitting.
- Establish a fee.

Fees

Staff studied other cities that have developed a parklet permit. Regional cities, such as Fayetteville, are still temporary in nature. Other cities reviewed included Tulsa, OK, Tahlequah, OK, Baton Rouge, LA, Lafayette, LA, Austin, TX, Batavia, IL and Albuquerque, NM. The fees included an application fee and an annual permit fee. Several based the fee on either a building permit cost or an amount per square feet of space used. The application fees ranged from $50 to $500. The annual fees ranged between $1,000 to 2,000.

Staff recommends adopting an application fee and an annual encroachment fee. The application fee should be the same as a conditional use for an outdoor vendor, which is $125. This covers the staff time to review and approve the permit and administer the encroachment agreement.

While the city does not charge for parking downtown, those space do have a value to the city as part of its infrastructure that require maintenance and upkeep. The annual permit fee should reflect this financial value. The annual permit fee should be per parking space, typically 200 sq. ft.

Relationship to the Community Plan

This recommended ordinance assists in implementing the Downtown Subarea Plan in Chapter 10 of the Community Plan. The city providing the opportunity to convert public parking spaces to public and reserved parklets supports "design solutions in the public and private realms that prioritize the traditional character and pedestrian orientation of the area over factors related to automatic access, utilities, and other elements" on page. 118. Also, the design component and safety requirements ensure the city continues "to prioritize pedestrian safety and mobility" as stated on pg. 118.

Recommendation

Staff recommends approval of the proposed amendments to allow conversion of public parking spaces to parklets and establishing an application fee and annual encroachment fee to administer that conversion.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING CODE OF THE BENTONVILLE MUNICIPAL CODE TO ALLOW PUBLIC AND RESERVED PARKLETS AND ADOPTING AN APPLICATION FEE AND ENCROACHMENT AGREEMENT FEE.

WHEREAS, City Council adopted Ordinance No. 0-2020-130 on July 14, 2020 in support of local businesses during the COVID-19 pandemic allowing placement of tables, chairs and other items on city of Bentonville public on-street parking spaces adjacent to downtown business establishments temporarily through January 1, 2021; and,

WHEREAS, City Council adopted Ordinance No. 2020-196 on October 13, 2020 amending the expiration of Ordinance No. 0-2020-130 from January 1, 2021 to April 30, 2021; and,

WHEREAS, City Council adopted Ordinance No. 2021-84 on March 30, 2021 amending the expiration of Ordinance No. 0-2020-130 from April 30, 2021 to August 30, 2021; and,

WHEREAS, City Council wishes to continue the long-term support of downtown business establishments consistent with the Bentonville Community Plan.

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

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

Section 2. That Zoning Code *Sec. 201.02 Definitions of Terms and Uses* shall be and is hereby amended by adding the following definitions:

Parklet, public: A public automobile parking space that has been converted into an outdoor public space, either by an adjacent establishment or by the city, that is available free of charge to everyone 24 hours a day. This definition shall not include "sidewalk café" which is separately defined.

Parklet, reserved: A public automobile parking space that has been converted into an outdoor dining space reserved exclusively by a food and/or drink establishment adjacent to the parking space. This definition shall not include "sidewalk café" which is separately defined.

Encroachment Agreement: An agreement with the city allowing an establishment to encroach into the public right-of-way with structures or other items.

Encroachment Premises: The area of public right-of-way identified in an encroachment agreement.

Section 3. That Zoning Code *Sec 401.04 Table of Uses for Zoning District* shall be and is hereby amended by adding a "parklet" use under the retail section and allowing the "parklet" use by right in DC, DE and DN4.

Section 4. That Zoning Code *Sec. 601 Use Regulations* shall be and is hereby amended with *Attachment A: Parklet Standards,* an electronic copy and paper copy of which is on file with the City Clerk, and is hereby adopted by reference as though it were copied herein fully.

Section 5. The City Council is adopting a one-time fee to apply for a parklet in the amount of $125.

Section 6. That the City Council is hereby adopting an annual encroachment fee for conversion of a public parking space to a reserved parklet in the amount of $1,000 per space per year. There shall be no fee for a public parklet.

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

PASSED and APPROVED this____ day of _____, 2021.

Approved:

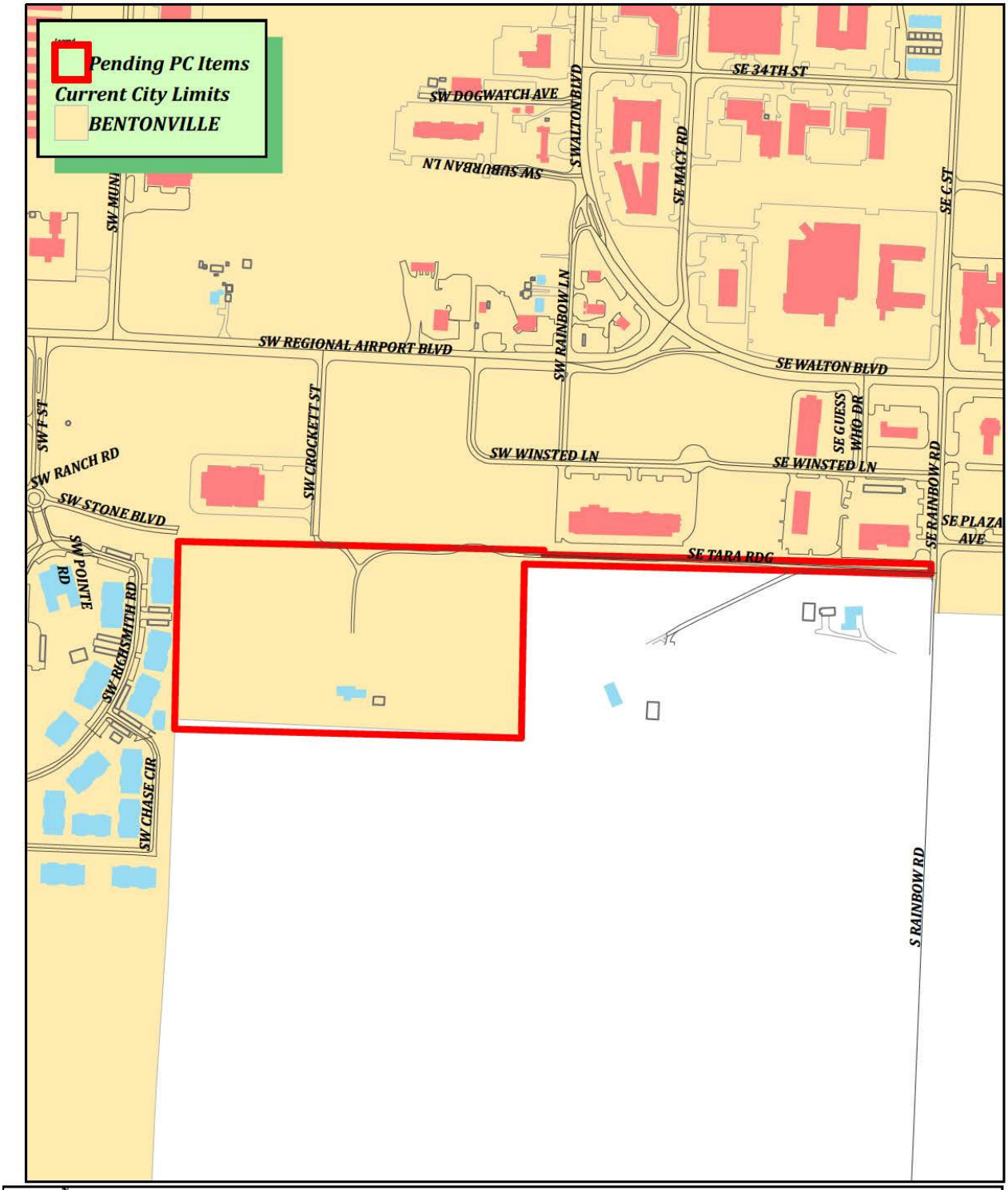
_____

Mayor Stephanie Orman

ATTEST:

_____

Kirby Romines, City Clerk


Pending PC Items
Current City Limits
BENTONVILLE
SW DOGWATCH AVE
SW SUBURBAN LN
S WALTON BLVD
SE 34TH ST
SE MAGY RD
SE C ST
SW MUNICIPAL DR
SW REGIONAL AIRPORT BLVD
SW RAINBOW LN
SE WALTON BLVD
SW F ST
SW RANCH RD
SW CROCKETT ST
SW WINSTED LN
SE GUESS WHO DR
SE WINSTED LN
SE RAINBOW RD
SE PLAZA AVE
SW STONE BLVD
SE TARA RDG
SW POINTE RD
SW RIGGSMITH RD
SW CHASE CIR
S RAINBOW RD
N
W
E
S
1 inch = 419 feet
3809 SW Crockett Street
GPA: Residential Estate to Medium Density Residential

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

May 21, 2021

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Change in Future Land Use Plan (Parcel #01-00135-025, #01-00315-020, #01-17815-000)

Staff,

On behalf of our clients we would like to formally request a change in the Future Land Use Plan for this project from Residential Estate to Medium Density Residential. The property is currently owned by Charles and Brenda Salley. The adjacent properties are noted as Residential Estate and General Commercial. A proposed change to Medium Density Residential Land Use is appropriate in this area based on proximity to other residential and commercial parcels.

The owners of this parcel are requesting a change to Medium Density Residential Land Use in order to develop detached multi-family residential units. Currently, the proposed plans for development on this property are to build 198 detached multi-family units (10 units/acre) with associated infrastructure, storm water retention, and onsite amenities. This property has access to 2 points of ingress/egress (via SW Crockett St and SE Tara Ridge).

There are no plans for proposed signage on this property. Owner/developer will work with city staff when planning any proposed signage.

The site currently has one single family home. The land is comprised of hay/grass cover with some larger trees throughout. Water and sewer are readily available on this site via neighboring properties to the north.

By changing the Future Land Use to Medium Density Residential, this property will be an excellent place for development and will be an asset to the Bentonville community.

[redacted]

Daniel Ellis, P.E.
Senior Vice President

RESOLUTION NO. _____

AN RESOLUTION ADOPTING REVISIONS TO THE FUTURE LAND USE MAP OF THE CITY OF BENTONVILLE TO CHANGE REAL ESTATE FROM ITS PRESENT LAND USE CLASSIFICATION OF RESIDENTIAL ESTATES TO MEDIUM DENSITY RESIDENTIAL.

WHEREAS, Tara Ridge duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Residential Estates to Medium Density Residential on the City of Bentonville Future Land Use Map, which property is described as follows: 3809 SW Crockett Street.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 1, 2021 in the Council Chambers of the City of Bentonville; and,

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

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of Residential Estates to Medium Density Residential on the Future Land Use Map.

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

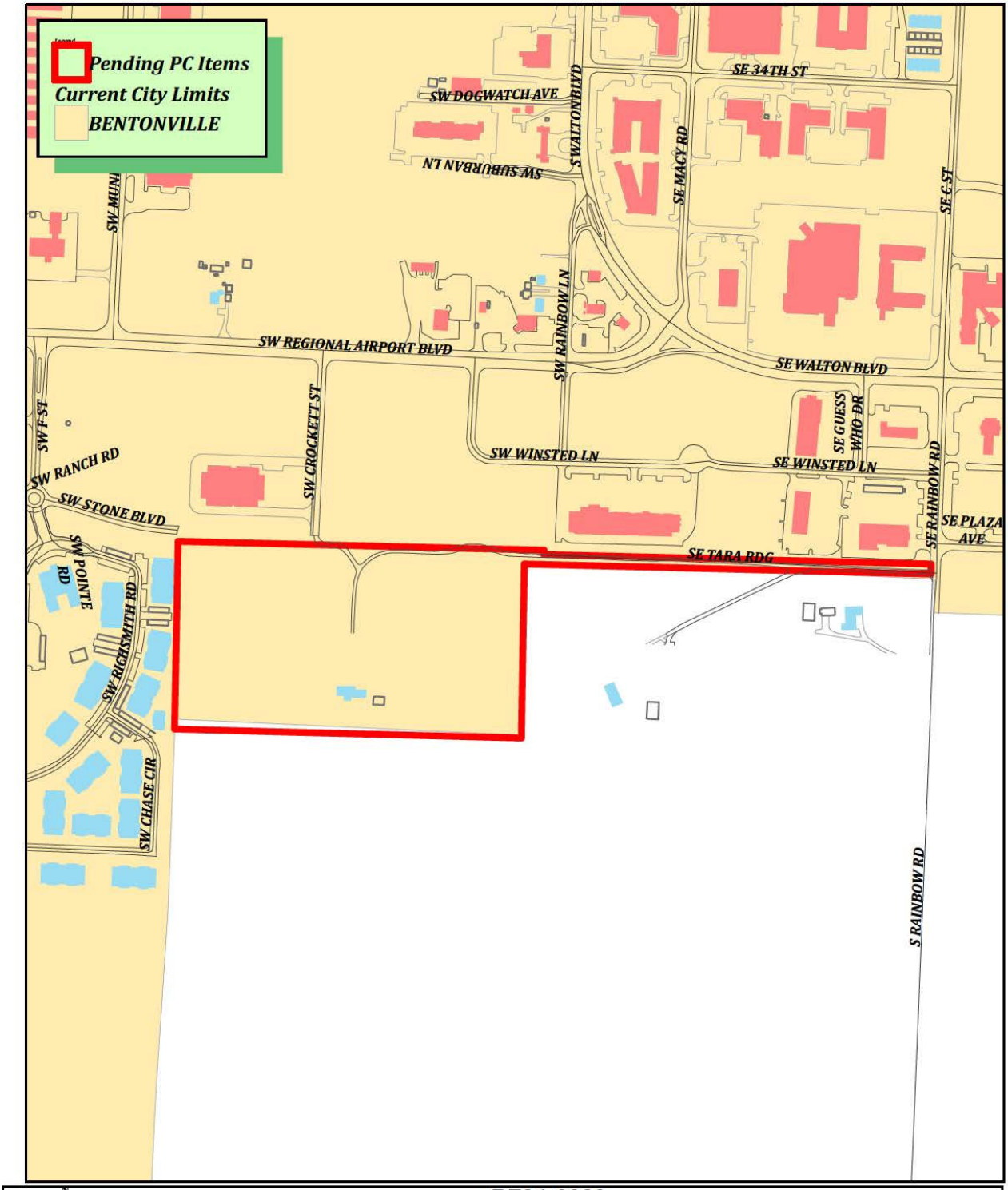
PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk


Pending PC Items
Current City Limits
BENTONVILLE
SW DOGWATCH AVE
SW SUBURBAN LN
S WALTON BLVD
SE 34TH ST
SE MAGY RD
SE C ST
SW MUNN
SW REGIONAL AIRPORT BLVD
SW RAINBOW LN
SE WALTON BLVD
SW F ST
SW RANCH RD
SW STONE BLVD
SW CROCKETT ST
SW WINSTED LN
SE GUESS WHO DR
SE WINSTED LN
SE RAINBOW RD
SE PLAZA AVE
SE TARA RDG
SW POINTE RD
SW RIGGSMITH RD
SW CHASE CIR
S RAINBOW RD
N
W
E
S
1 inch = 419 feet
RZ21-0029
Tara Ridge
A-1 to R-3

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

April 9, 2021

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property (Parcel #01-00135-025, #01-00315-020, #01-17815-000)

Staff,

On behalf of our clients we would like to formally request a zoning change for this project from A-1, Agricultural to R-3, Medium Density Residential. The property is currently owned by Charles and Brenda Salley. The adjacent properties are zoned C-2 and R-4. A proposed R-3 zoning is appropriate in this area based on proximity to other residential and commercial parcels.

The owners of this parcel are requesting a rezone to R-3 in order to develop detached multi-family residential units. Currently, the proposed plans for development on this property are to build 198 detached multi-family units (10 units/acre) with associated infrastructure, storm water retention, and onsite amenities. This property has access to 2 points of ingress/egress (via SW Crockett St and SE Tara Ridge).

There are no plans for proposed signage on this property. Owner/developer will work with city staff when planning any proposed signage.

The site currently has one single family home. The land is comprised of hay/grass cover with some larger trees throughout. Water and sewer are readily available on this site via neighboring properties to the north.

By rezoning to R-3, Medium Density Residential, this property will be an excellent place for development and will be an asset to the Bentonville community.

Thank you,

[redacted]

Daniel Ellis, P.E.
Senior Vice President

Crafton Tull

901 N 47th Street, Suite 400
Rogers, AR 72756

479.636.4838 (ph)
479.631.6224 (fax)

May 21, 2021

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Change in Future Land Use Plan (Parcel #01-00135-025, #01-00315-020, #01-17815-000)

Staff,

On behalf of our clients we would like to formally request a change in the Future Land Use Plan for this project from Residential Estate to Medium Density Residential. The property is currently owned by Charles and Brenda Salley. The adjacent properties are noted as Residential Estate and General Commercial. A proposed change to Medium Density Residential Land Use is appropriate in this area based on proximity to other residential and commercial parcels.

The owners of this parcel are requesting a change to Medium Density Residential Land Use in order to develop detached multi-family residential units. Currently, the proposed plans for development on this property are to build 198 detached multi-family units (10 units/acre) with associated infrastructure, storm water retention, and onsite amenities. This property has access to 2 points of ingress/egress (via SW Crockett St and SE Tara Ridge).

There are no plans for proposed signage on this property. Owner/developer will work with city staff when planning any proposed signage.

The site currently has one single family home. The land is comprised of hay/grass cover with some larger trees throughout. Water and sewer are readily available on this site via neighboring properties to the north.

By changing the Future Land Use to Medium Density Residential, this property will be an excellent place for development and will be an asset to the Bentonville community.

[redacted]

Daniel Ellis, P.E.
Senior Vice President

NOTICE OF INTENT TO REZONE

Brenda Salley & Charles Salley has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from A-1 to R-3 Medium Density Residential

The legal description of the property is as follows:
See attached

The common description of the property is: South of the intersection of SW Crockett St and SE Tara Ridge, fronted along SE Tara Ridge

Proposed land use: Detached Multi Family Residential Units

The public hearing will be held June 1, 20 21 at 4:00 p.m. It will be held at 305 SW A Street.

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

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

For more information, you may call the Planning Department at (479)271-3122 extension 2.

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

☒ I/we have no objections to the rezoning.
☐ I/we object to the rezoning because:

This is good news and a change in zoning that makes sense. We support this requested change.

[redacted]
Signature

Manager, Discovery Storage

DANIEL McCoy
Printed [redacted]

Physical Address Bentonville, AR

NOTICE OF INTENT TO REZONE

Brenda Salley & Charles Salley has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from A-1 to R-3 Medium Density Residential

The legal description of the property is as follows:
See attached

The common description of the property is: South of the intersection of SW Crockett St and SE Tara Ridge, fronted along SE Tara Ridge

Proposed land use: Detached Multi Family Residential Units

The public hearing will be held June 1, 20 21 at 4:00 p.m. It will be held at 305 SW A Street.

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

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

For more information, you may call the Planning Department at (479)271-3122 extension 2.

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

☒ I/we have no objections to the rezoning.
☐ I/we object to the rezoning because:

Sig[redacted]

[redacted] Bentonville, AR 72712
Physical Address

NOTICE OF INTENT TO REZONE

Brenda Salley & Charles Salley has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from A-1 to R-3 Medium Density Residential

The legal description of the property is as follows:
See attached

The common description of the property is: South of the intersection of SW Crockett St and SE Tara Ridge, fronted along SE Tara Ridge

Proposed land use: Detached Multi Family Residential Units

The public hearing will be held June 1, 20 21 at 4:00 p.m. It will be held at 305 SW A Street.

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

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

For more information, you may call the Planning Department at (479)271-3122 extension 2.

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

☐ I/we have no objections to the rezoning.
☒ I/we object to the rezoning because:
See Attached

[redacted]

[redacted]

[redacted]

May 20, 2021

Approximately 16 years ago we purchased 5.12 acres directly south of SW Tara Ridge Road. At that time there were 3 recorded easements allowing public access to that road. The first approximately 500 feet west from south Rainbow Road had been done many years previously, and was not disputed. The Salley(s) had recorded the remainder of the road proceeding west past our property on two different occasions as they were planning to subdivide that property. They did not proceed to sell any of the property at that time, and about 3 years later denied access to us from that road and built a fence with a gate across the road.

As this property is now proposed for development, if we are now allowed access to this road I have no problem with the re-zoning. If, however, we will NOT be granted access, I strongly oppose the re-zoning.

I will need this approval in writing and filed before I remove my objections.

[redacted]

Charles S. Hatfield, Trustee of Cook/Hatfield LLC

NOTICE OF INTENT TO REZONE

Brenda Salley & Charles Salley has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from A-1 to R-3 Medium Density Residential

The legal description of the property is as follows:
See attached

The common description of the property is: South of the intersection of SW Crockett St and SE Tara Ridge, fronted along SE Tara Ridge

Proposed land use: Detached Multi Family Residential Units

The public hearing will be held May 18, 20 21 at 4:00 p.m. It will be held at 305 SW A Street.

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

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

For more information, you may call the Planning Department at (479)271-3122 extension 2.

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

- ☑ I/we have no objections to the rezoning.
- ☐ I/we object to the rezoning because:

[redacted]
Signature

Roger Gilchrist
Printed Name

[redacted] Bentonville, AR, 72712
Physical Address

DESCRIPTION (DEED L201959130)

PART OF THE SE OF FRACTIONAL SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, MORE PRECISELY DESCRIBED AS FOLLOWS:
STARTING AT THE SE COMER OF THE NE OF THE SE OF FRACTIONAL SECTION 7;
THENCE N 00°57'05" E 612.20 FEET TO THE TRUE POINT OF BEGINNING;
THENCE N 88°35'57" W 1428.84 FEET;
THENCE S 00°54'35" W 611.07 FEET;
THENCE N 88°30'33" W 381.88 FEET;
THENCE N 00°54'35" E 220.00 FEET;
THENCE N 88°30'33" W 435.62 FEET;
THENCE S 00°54'35" W 220.00 FEET;
THENCE N 88°30'33" W 400.52 FEET;
THENCE N 01°07'00" E 659.49 FEET;
THENCE S 88°35'42" E 2644.50 FEET;
THENCE S 00°57'05" W 50.15 FEET TO THE TRUE POINT OF BEGINNING AND BEING SUBJECT TO THE RIGHT OF WAY OF BENTON COUNTY ROAD #51 (RAINBOW NORTH) ALONG THE EAST, AN EXISTING ACCESS EASEMENT AS SHOWN PLAT OF AS SHOWN IN PLAT RECORD 35 PAGE 30 AND ANY OTHER EASEMENTS OF RECORD.

LESS AND EXCEPT:

PART OF TRACT #1 OF THE TRACT SPLIT FOR BRENDA SALLEY, BENTONVILLE, BENTON COUNTY, ARKANSAS AS RECORDED IN PLAT BOOK 35, PAGE 30 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST COMER OF SAID TRACT #1;
THENCE NORTH 87°15'47" WEST A DISTANCE OF 381.71 FEET TO A FOUND 5/8" REBAR;
THENCE NORTH 02°06'47" EAST A DISTANCE OF 200.11 FEET TO A FOUND 5/8" REBAR;
THENCE SOUTH 87°13'04" EAST A DISTANCE OF 230.98 FEET TO A FOUND 5/8" REBAR;
THENCE NORTH 02°07'36" EAST A DISTANCE OF 461.22 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789) ON THE NORTH LINE OF SAID TRACT #1;
THENCE ALONG SAID NORTH LINE SOUTH 87°21 '18" EAST FOR A DISTANCE OF 220.00 FEET TO A SET 5/8" REBAR WITH CAP (LS#1789) AND THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 87°21'18" EAST FOR A DISTANCE OF 1360.00 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);
THENCE SOUTH 02°05'24" WEST A DISTANCE OF 15.00 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);
THENCE NORTH 87°21'18" WEST A DISTANCE OF 1360.15 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);
THENCE NORTH 02°38'42" EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING AND CONTAIN 20,400 SQUARE FEET OR 0.47 ACRES, MORE OR LESS.

DESCRIPTION (DEED L201959131)

TRACT 4 AS SHOWN IN BENTON COUNTY, ARKANSAS, PLAT RECORD 35 AT PAGE 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
LOCATED IN A PART OF THE NW 1/4 OF THE SE 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, MORE PRECISELY DESCRIBED AS FOLLOWS:

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-3, Medium Density Residential

The R-3 District is established to provide suitable areas for medium density residential development. Such units would be located in areas where adequate city facilities existed prior to development or would be provided in conjunction with development, and where a suitable environment for medium density residential development would be available. Such districts could be used in suburban portions of the city as buffer or transitional zones between single-family and other uses not compatible with low density residential development. Within this district, zero lot line and townhouses are permitted.

Maximum Height Allowed: 40 feet

Minimum Street Frontage: 20 feet

Minimum Width of Corner Lots: 75' at building line

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Min. lot width	Max. lot coverage	
					Interior lot	Exterior lot
R-3	Single-family	6,000	-	60'	40%	45%
	Two-family	7,000	-	70'	50%	55%
	Townhouse unit	2,500	-	25'	-	-
	Townhouse structure	7,500	2,500	75'	65%	70%
	Multi-family	10,000	800	100'	50%	55%
	All others not listed	10,000	-	100'	50%	55%

Minimum Setback Standards:

District	Building type	Front	Side		Rear
			Interior	Exterior	
R-3	All	20'	10'	20'	25'

Where a utility easement extends beyond the required setback, the edge of the utility easement shall be the setback.

Garage Setback Standards: *Applicable to attached and detached garages.*

Garage, Street Facing: 30 ft. from the property line the garage faces

Garage, Side- or Rear-loading: 20 ft. from the front property line

Garage, Alley Facing: 20 ft. from property line at alley

Accessory Structures & Uses: (i.e. garages, storage sheds, separate dwelling units)

	Detached Non-residential	Detached Accessory Dwelling	Attached Accessory Dwelling
% of floor area of primary structure	40%	50%	50%
Maximum footprint	720 sq. ft.	720 sq. ft.	-
Front setback	As required by the district	As required by the district	As required by the district
Side setback	7'	7'	As required by the district
Rear setback	7'	7'	As required by the district

On corner lots: Structure shall not project beyond the building line of the primary structure of existing primary structure on the adjacent lot.

Updated 08-31-2020

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-3, Medium Density Residential

Residential Tree Planting: For newly constructed single and two-family residential structures: 1 shade tree planted in each yard adjacent to roadway and 1 shade tree planted in each right-of-way adjacent to roadway.

Land Uses:

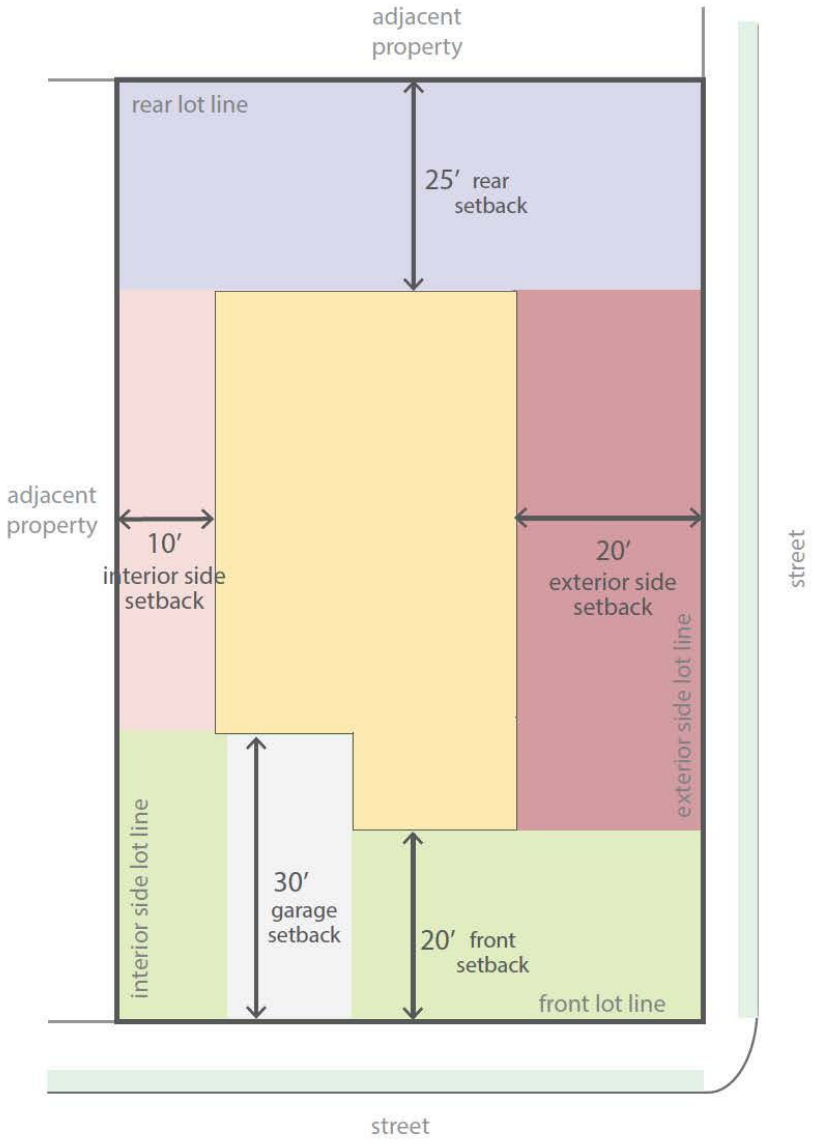
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden **Residential** Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family Residential facility - assisted living Residential facility - temporary shelter **Recreation, Education & Assembly** Library Park - mini Park - neighborhood **Services** Child care - residential (4 children) **Retail** Mobile food vendor	**Agriculture and Animals** Botanical garden Urban farm **Residential** Home occupation - type b **Recreation, Education & Public** Aquarium Community center Country club Educational facility Golf course Museum Religious facilities **Services** Adult day care Cemetery or mausoleum Child care - commercial Child care - residential (5-10 children) Lodging - bed & breakfast Public safety services **Transportation / Utilities** Utility facility Wireless communication facility (cell towers) **Other** Temporary uses	**Residential** Dwelling - accessory Home occupation - type a **Transportation / Utilities** Solar energy system Wind energy system, small **Other** Building, accessory - nonresidential

Updated 08-31-2020

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.
In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

R-3, Medium Density Residential

Setback Illustration



Updated May 2020

Medium Density Residential

Future Land Use Plan Category Description

Res. No. 10-23-18A



Description

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL TO R-3, MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0029).

WHEREAS, Tara Ridge duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of A-1, Agricultural to R-3, Medium Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

DESCRIPTION (DEED L201959130)PART OF THE SE OF FRACTIONAL SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, MORE PRECISELY DESCRIBED AS FOLLOWS:STARTING AT THE SE COMER OF THE NE OF THE SE OF FRACTIONAL SECTION 7;THENCE N 00°57'05" E 612.20 FEET TO THE TRUE POINT OF BEGINNING;THENCE N 88°35'57" W 1428.84 FEET; THENCE S 00°54'35" W 611.07 FEET;THENCE N 88°30'33" W 381.88 FEET;THENCE N 00°54'35" E 220.00 FEET;THENCE N 88°30'33" W 435.62 FEET;THENCE S 00°54'35" W 220.00 FEET;THENCE N 88°30'33" W 400.52 FEET;THENCE N 01°07'00" E 659.49 FEET;THENCE S 88°35'42" E 2644.50 FEET;THENCE S 00°57'05" W 50.15 FEET TO THE TRUE POINT OF BEGINNING AND BEING SUBJECT TO THE RIGHT OF WAY OF BENTON COUNTY ROAD #51 (RAINBOW NORTH) ALONG THE EAST, AN EXISTING ACCESS EASEMENT AS SHOWN PLAT OF AS SHOWN IN PLAT RECORD 35 PAGE 30 AND ANY OTHER EASEMENTS OF RECORD.LESS AND EXCEPT:PART OF TRACT #1 OF THE TRACT SPLIT FOR BRENDA SALLEY, BENTONVILLE, BENTON COUNTY, ARKANSAS AS RECORDED IN PLAT BOOK 35, PAGE 30 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:COMMENCING AT THE SOUTHEAST COMER OF SAID TRACT #1;THENCE NORTH 87°15'47" WEST A DISTANCE OF 381.71 FEET TO A FOUND 5/8" REBAR;THENCE NORTH 02°06'47" EAST A DISTANCE OF 200.11 FEET TO A FOUND 5/8" REBAR;THENCE SOUTH 87°13'04" EAST A DISTANCE OF 230.98 FEET TO A FOUND 5/8" REBAR;THENCE NORTH 02°07'36" EAST A DISTANCE OF 461.22 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789) ON THE NORTH LINE OF SAID TRACT #1;THENCE ALONG SAID NORTH LINE SOUTH 87°21 '18" EAST FOR A DISTANCE OF 220.00 FEET TO A SET 5/8" REBAR WITH CAP (LS#1789) AND THE POINT OF BEGINNING;THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 87°21'18" EAST FOR A DISTANCE OF 1360.00 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);THENCE SOUTH 02°05'24" WEST A DISTANCE OF 15.00 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);THENCE NORTH 87°21'18" WEST A DISTANCE OF 1360.15 FEET TO A SET 5/8" REBAR WITH CAP (LS# 1789);THENCE NORTH 02°38'42" EAST A DISTANCE OF 15.00 FEET TO THE

POINT OF BEGINNING AND CONTAIN 20,400 SQUARE FEET OR 0.47 ACRES, MORE OR LESS.DESCRIPTION (DEED L201959131)TRACT 4 AS SHOWN IN BENTON COUNTY, ARKANSAS, PLAT RECORD 35 AT PAGE 30, MORE PARTICULARLY DESCRIBED AS FOLLOWS:LOCATED IN A PART OF THE NW 1/4 OF THE SE 1/4 OF FRACTIONAL SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTON COUNTY, ARKANSAS, MORE PRECISELY DESCRIBED AS FOLLOWS:STARTING AT THE SE CORNER OF THE NE 1/4 OF THE SE 1/4 OF FRACTIONAL SECTION 7;THENCE NORTH 88"33'13" WEST L428.40 FEET;THENCE NORTH 88"30'33" WEST 381.88 FEET TO THE TRUE POINT OF BEGINNING:THENCE NORTH 88'30'33" WEST 435.62 FEET;THENCE NORTH 00"54'35" EAST 220.00 FEET;THENCE SOUTH 88'30'33" EAST 435.62 FEET;THENCE SOUTH 00'54'35" WEST 220.00 FEET TO THE TRUE POINT OF BEGINNING.SUBJECT TO A PROPOSED 20 FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH SIDE.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 1, 2021 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of A-1, Agricultural to R-3, Medium Density Residential.

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

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

PASSED AND APPROVED this_____ day of _____, 2021.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**8-Jun-21**
Department	**Water Resource Recovery Facility**
Submitted by	**Nancy Busen**
Phone	**(479)271-6749**

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

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

Ordinance to amend Ordinance 2018-36 recommending an adjustment to fees regarding sales at the Bentonville Compost Facility. See attached schedule of fees with noted changes. The Utility Board voted 5-0 to approve amending this Ordinance on May 25th, 2021.

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

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: June 08, 2021

Re: Compost fee revision

An Ordinance to amend Ordinance 2018-36 recommending an adjustment to fees regarding sales at the Bentonville Compost Facility. See attached schedule of fees with noted changes. The Utility board voted 5-0 in to accept amendment of this ordinance on May 25th, 2021.

Summary of Changes:

- Unscreened Compost – Change to clarify $8.00/CY bulk charge for 10CY or more plus a loading charge of $20.00 per bulk load.
- Raw Wood Mulch and Raw Wood Mulch (Bulk) – Eliminate public and bulk sales. Material still available for citizens. Staff needs to ensure material is available for composting process.
- Composted Wood Hulls (Bulk) – Eliminate bulk sales. Staff needs to ensure material is available for composting process.
- Clarify material available free to citizens requires a photo ID and utility bill.

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Re-Inspection	No Change	HR	$100.00			1 Hour Minimum
Bagged compost	No Change	40# BAG	$4.00			
Screened Compost	No Change	CY	$20.00			
Unscreened Compost	No Change	CY	$12.00			Free to Bentonville Residents with photo ID and Utility Bill, when available
Unscreened Compost (BULK)	Change	CY	$20.00	CY	$8.00 + $20.00 loading fee	Free to Bentonville Residents with photo ID and Utility Bill, when available
Raw Wood Mulch	Change	CY	Free to Residents			Free to Bentonville Residents with photo ID and Utility Bill, when available. No public sales.
Raw Wood Mulch (BULK)	Change	CY (10 or more)	$20.00		No Sales	No Bulk Sales
Composted Wood Hulls	No Change	CY	$8.00			Free to Bentonville Residents with photo ID and Utility Bill, when available.

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Composted Wood Hulls (BULK)	Change	CY (10 or more)	$20.00		No Sales	No Bulk Sales
Significant Industrial User (SIU) Permit (triennial permit)	No Change	EA	$1,065.00			
FOG, Septic and WAS Haulers permits (biannual permit)	No Change	EA	$220.00			
Manifest Books	No Change	EA	$13.50			
Industrial /FSE Sampling	No Change	EA	$164.00			Offset cost of Administrative, Sampling and Lab Testing

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Re-Inspection	~~New~~ No Change	HR	$100.00	~~HR~~	~~$100.00~~	1 Hour Minimum
Bagged compost	~~New~~ No Change	40# BAG	~~3~~ $4.00	~~/BAG~~	~~$4.00~~	
Screened Compost	~~New~~ No Change	CY	~~16~~ $20.00	~~CY~~	~~$20.00~~	
Unscreened Compost	~~New~~ No Change	CY	$12.00	~~CY~~	~~$12.00~~	Free to Bentonville Residents with photo ID and utility bill, when available.
Unscreened Compost (BULK)	Change	CY	~~10~~ $20.00	CY	~~20~~ $8.00 + $20.00 loading fee	~~All residents pay $20 bulk rate.~~ Free to Bentonville Residents with photo ID and utility bill, when available.
Raw Wood Mulch	Change	~~CY~~	~~$8.00~~	~~CY~~	~~FREE to Residents~~	Free to Bentonville Residents with photo ID and utility bill, when available. No public sales.
Raw Wood Mulch (BULK)	~~New~~ Change			~~10 CY or More~~	~~$20.00~~	No Bulk Sales
Composted Wood Hulls	No Change	CY	~~6~~$8.00	~~CY~~	~~$8.00~~	Free to Bentonville Residents with photo ID and utility bill, when available.

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Composted Wood Hulls (BULK)	~~New~~ Change			~~10 CY or More~~	~~$20.00~~	No Bulk Sales
~~cubic yd. wood mulch compost~~	~~Eliminate~~	~~CY~~	~~$6.00~~			
~~cubic yd. wood mulch compost (bulk)~~	~~Eliminate~~	~~CY~~	~~$4.00~~			
~~Greenwaste Dump truck GVW < 16,000 lbs.~~	~~Eliminate~~	~~EA~~	~~$25.00~~			
~~Greenwaste Dump truck GVW 17 K-33K~~	~~Eliminate~~	~~EA~~	~~$45.00~~			
~~Greenwaste Dumptruck GVW >34K~~	~~Eliminate~~	~~EA~~	~~$65.00~~			
~~Greenwaste hauler - Full size truck~~	~~Eliminate~~	~~EA~~	~~$8.00~~			
~~Greenwaste hauler - Light truck~~	~~Eliminate~~	~~EA~~	~~$6.00~~			
~~Greenwaste hauler - Super Duty truck~~	~~Eliminate~~	~~EA~~	~~$10.00~~			
~~Greenwaste trailer -up to 6 feet~~	~~Eliminate~~	~~EA~~	~~$6.00~~			

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
~~Greenwaste trailer over 10 ft up to 12 ft~~	~~Eliminate~~	~~EA~~	~~$12.00~~			
~~Greenwaste trailer over 12 ft up to 14 ft~~	~~Eliminate~~	~~EA~~	~~$14.00~~			
~~Greenwaste trailer over 14 ft up to 16 ft~~	~~Eliminate~~	~~EA~~	~~$16.00~~			
~~Greenwaste trailer over 16 ft~~	~~Eliminate~~	~~EA~~	~~$20.00~~			
~~Greenwaste trailer over 6 ft up to 8 ft~~	~~Eliminate~~	~~EA~~	~~$8.00~~			
~~Greenwaste trailer over 8 ft up to 10 ft~~	~~Eliminate~~	~~EA~~	~~$10.00~~			
~~Pallets~~	~~Eliminate~~	~~EA~~	~~$1.00~~			
Significant Industrial User (SIU) Permit (triennial permit)	No Change	EA	~~0~~$1,065.00	~~EA~~	~~$1,065.00~~	
FOG, Septic and WAS Haulers permits (biannual permit)	No Change	EA	~~100~~$220.00	~~EA~~	~~$220.00~~	
Manifest Books	No Change	EA	$13.50	~~EA~~	~~$13.50~~	

EXHIBIT A - SCHEDULE OF FEES
DEPARTMENT: WASTEWATER

ITEM	CATEGORY	CURRENT		PROPOSED		FEE NOTES
		UNIT	FEE	UNIT	FEE	
Industrial /FSE Sampling	~~New~~ No Change	EA	$164.00	~~EA~~	~~$164.00~~	Offset cost of Administrative, Sampling and Lab Testing

ORDINANCE NO. _____

AN ORDINANCE AMENDING CERTAIN FEES REGARDING SALES AT THE BENTONILLE COMPOST FACILITY.

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

Section 1: That the various fees as shown in the attached Exhibit "A", should be and are hereby approved as amended.

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**6/8/2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Nancy Busen**
Phone	**(479)271-6749**

Item Type: (*Check Applicable Item Type*)

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

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

Bid award #IFB-21-20 to Clean Uniforms, for uniform and laundry services, per the attached Bid Tabulation. This is a one-year contract, renewable annually for a maximum term of 5 years (contingent upon annual budget approval). The Utility Board, on May 25, 2021, voted 5-0 to accept this Bid Award. This is a 2021 budget expense.

Estimated Cost	**9,535.00**
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

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: 6/08/2021

Re: IFB-2120 Bid Award (Uniforms, Pricing)

A Motion to award IFB-21-20 to Clean, of Webb City, MO for supplying, laundering and delivery of work uniforms to the City of Bentonville Water Resource Recovery Facility in an estimated amount of $317.83 per delivery cycle.
The exact total will vary due to the brands and sizes determined at the sizing consultation with WRRF staff.
This is a 2021 budgeted item. The Utility Board voted 5-0 to accept this bid award on May 25, 2021.

MEMORANDUM

PURCHASING OFFICE

FROM: Gladys Shoemake, Purchasing Manager

DATE: May 10, 2021

SUBJECT: Clean Uniforms Bid Submission to IFB-21-20 (Pricing)

The IFB-21-20 bid (Uniform Service for the Water Resource Recovery Facility) was advertised in the Northwest Arkansas Democrat Gazette, posted on the City's website and distributed directly to two vendors (Unifirst and Clean Uniforms). Only one bid was received, from Clean Uniforms.

Upon evaluation of the Bid Submission, it was discovered that the Clean Uniform's bid submission contained pricing outside of the Pricing Sheet for two items:

1) The replacement cost for lightweight jackets ($40.00)
2) Budget Protection for Garment Options ($0.03 per garment)

The Bidding Documents did contain statements that pricing conveyed outside of the Pricing Sheet would not be considered; however, Purchasing has determined that in this scenario, it would be in the City's best interest to allow these two costs in the award.

The replacement cost for lightweight jackets was inadvertently not included in the original Pricing Sheet; this was not brought to Purchasing's attention and the error was not discovered until after bids were received; however, Clean Uniforms submitted their bid noticing this was missing and included it on the Pricing Sheet. This replacement cost will be needed throughout the contract term for any lightweight jacket replacement needs.

The Budget Protection Option was not included in the original bidding documents due to not being recognized as needed; however, after review, this option may prove very beneficial in the future for the Department to manage their costs for replacement items due to damage or loss. This option will not be used initially as the Department does not feel their current replacement rate justifies the $0.03 charge for each garment item; this may change in the future if their replacement rate increases and they are spending more annually on full replacement costs than the $0.03 per garment would cost. The cost for budget protection per garment would not exceed $0.03 for the term of the contract/bid award.

Please let me know if you have any questions.

Thank you,

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

IFB-21-20 Bid Tabulation- Page 1 -Pricing Sheet
(Clean Uniform Bid Pricing)

TABLE A: Additional Costs Pricing Table

These prices shall not be caculated with the Bid Award, but will be used throughout the contract term as the set prices for these items

Line Number	Description	Sizes S-XL (MENS)	Sizes S-XL Tall (MENS)	Sizes XXL (2X) (MENS)	Sizes XXXL(3X) (MENS)	Sizes S-XL (WOMENS)	Sizes S-XL Tall (WOMENS)	Sizes XXL (2X) (WOMENS)	Sizes XXXL(3X) (WOMENS)	Price Per Item
1	Polo Shirt Replacement	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	
2	Work Shirt Replacement	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	
3	T-Shirt Replacement	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	
4	Long Sleeve Replacement	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	
5	FR Rated Long Sleeve Replacement	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	
6	Jeans Replacement	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	
7	Bibs Replacement	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	No entry in this column for Line Items 1-13
8	Cold Weather Jacket Replacement	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	
9	Garmet Repair - Shirts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
10	Garmet Repair - FR Shirts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
11	Garmet Repair - Jeans	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
12	Garmet Repair - Bibs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
13	Garmet Repair - Light Jacket	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
14	Garmet Repair - Cold Weather Jacket	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
15	Name Tag Patch Replacement (for replacement shirts or damaged patches)	No entry in these rows for Line Item 15/16								$ 0.25
16	Company Tag Patch Replacement (for replacement shirts or damaged patches)									$ 0.75

TABLE B: BID PRICING TABLE

Line Number	Description/Type of Uniform As Specified by the City	Description/Brand for City's Type of Uniform Proposed by Bidder (REQUIRED RESPONSE)	Bidder Place a Check Mark in This Box if the Item Proposed Meets the City's Specifications for the Type of Uniform	Quantity (Used as a place holder only; actual quantities of each sizing bracket will differ based on staff throughout the contrac term)	Price Per Item Sizes S-XL (MENS)	Price Per Item Sizes S-XL Tall (MENS)	Price Per Item Sizes XXL(2X) (MENS)	Price Per Item Size XXXL (3X) (MENS)	Price Per Item Sizes S-XL (WOMENS)	Price Per Item Sizes S-XL Tall (WOMENS)	Price Per Item Sizes XXL(2X) (WOMENS)	Price Per Item Size XXXL (3X) (WOMENS)	Price Per Item
1	Polo Shirt, As Specified	Sport-Tek	x	1	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21	$ 0.21	
2	Work Shirt, As Specified	Red-Kap Rip Stop	x	1	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	
3	T-Shirt, As Specified	Whith Knight	x	1	$ 0.17	$ 0.17	$ 0.17	$ 0.17	$ 0.17	$ 0.17	$ 0.17	$ 0.17	
4	Long Sleeve Shirt, As Specified	Re-Kap Rip Stop	x	1	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	$ 0.20	
5	FR Rated Long Sleeve Shirt, As Specified	Bulwork	x	1	$ 0.57	$ 0.57	$ 0.57	$ 0.57	$ 0.57	$ 0.57	$ 0.57	$ 0.57	No entry in this column for Line Items 1-9
6	Jeans, As Specified	Wrangler or Red-Kap	x	1	.35 / .20	.35 / .20	.35 / .20	.35 / .20	.35 / .20	.35 / .20	.35 / .20	.35 / .20	
7	Bibs, As Specified	Red-Kap	x	1	$ 0.38	$ 0.38	$ 0.38	$ 0.38	$ 0.38	$ 0.38	$ 0.38	$ 0.38	
8	Light Jacket, As Specified	Red-Kap	x		$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	$ 0.25	
9	Cold Weather Jacket, As Specified	Red-Kap	x	1	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65	$ 0.65	
10	Name Patch, As Specified, Applied (New Shirts)	Red-Kap	x	1	No entry in these rows for Line Item 10								$ 0.25
11	Company Patch, As Specified, Applied (New Shirts)	Red-Kap	x	1	No entry in these rows for Line Item 11								$ 0.75

Clean Uniforms IFB-21-20 Pricing Clarifications

*Lightweight Jacket Replacement (all sizes): $40.00
*Budget Protection (all garmets) add $0.03 (cents) per garmet (additional to the price per item); not selected by the Department at this time, but may be selected in the future if determined to be in the City's best interest after evaluating replacement frequency.
*No repair charges for clothing (clarifying the $0 value in the replacement columns)

IFB-21-20 BID TABULATION PAGE 2 - BID EVALUATION BASED ON CURRENT ANTICIPATED NEEDS

Shirts/Jackets
*11 shirts per employee/2 jackets per employee

Size	Industrial Work Shirts			Polos			Short Sleeve T-Shirt			Long Sleeve T-Shirts			FR Rated Long Sleeve Shirt			Light Jacket			Winter Jacket		
	QTY	Per Item Bid Price	Reoccuring Cost (price per item* qty needed)*11)	QTY	Per Item Bid Price	Reoccuring Cost (price per item*qty needed)*11)	QTY	Per Item Bid Price	Reoccuring Cost (price per item*qty needed)*11)	QTY	Per Item Bid Price	Reoccuring Cost (price per item*qty needed)*11)	QTY	Per Item Bid Price	Reoccuring Cost (price per item* qty needed)*11)	QTY	Per Item Bid Price	Reoccuring Cost (price per item*qty needed)*2)	QTY	Per Item Bid Price	Reoccuring Cost (price per item* qty needed)*2)
Small	1	$ 0.20	$ 2.20		$ 0.21	$ -	0	$ 0.17	$ -		$ 0.20	$ -		$ 0.57	$ -	0	$ 0.25	$ -	0	$ 0.65	$ -
Medium	0	$ 0.20	$ -		$ 0.21	$ -	4	$ 0.17	$ 7.48	4	$ 0.20	$ 8.80		$ 0.57	$ -	0	$ 0.25	$ -	1	$ 0.65	$ 1.30
Medium-Tall	1	$ 0.20	$ 2.20		$ 0.21	$ -	0	$ 0.17	$ -		$ 0.20	$ -		$ 0.57	$ -	0	$ 0.25	$ -	0	$ 0.65	$ -
Medium-Short	0	$ 0.20	$ -		$ 0.21	$ -	0	$ 0.17	$ -		$ 0.20	$ -		$ 0.57	$ -	0	$ 0.25	$ -	0	$ 0.65	$ -
Medium/Large Tall	0	$ 0.20	$ -		$ 0.21	$ -	0	$ 0.17	$ -		$ 0.20	$ -		$ 0.57	$ -	0	$ 0.25	$ -	1	$ 0.65	$ 1.30
Large	7	$ 0.20	$ 15.40		$ 0.21	$ 2.31	2	$ 0.17	$ 3.74	4	$ 0.20	$ 8.80		$ 0.57	$ -	5	$ 0.25	$ 2.50	5	$ 0.65	$ 6.50
Large-Tall	1	$ 0.20	$ 2.20		$ 0.21	$ -	0	$ 0.17	$ -		$ 0.20	$ -		$ 0.57	$ -	0	$ 0.25	$ -	2	$ 0.65	$ 2.60
X-Large	5	$ 0.20	$ 11.00		$ 0.21	$ 2.31	2	$ 0.17	$ 3.74	3	$ 0.20	$ 6.60	4	$ 0.57	$ 25.08	8	$ 0.25	$ 4.00	9	$ 0.65	$ 11.70
XX-Large (2X)	2	$ 0.20	$ 4.40		$ 0.21	$ -	1	$ 0.17	$ 1.87	2	$ 0.20	$ 4.40	2	$ 0.57	$ 12.54	1	$ 0.25	$ 0.50	2	$ 0.65	$ 2.60
	Estimate Per Cycle		$ 37.40	Estimate Reoccuring		$ 4.62	Estimate Reoccuring:		$ 16.83	Estimate Reoccuring:		$ 28.60	Estimate Reoccuring:		$ 37.62	Estimate Reoccuring:		$ 7.00	Estimate Reoccuring:		$ 26.00

*Add $1.00 per item for initials or desired name and logo patches+name 0.25/logo 0.75)

Pants (Jeans/Bibs)
*Jeans= 11 per employee/Bibs=2 per employee

Size	QTY Jeans	QTY Bibs	JEANS Per Item Bid Price - Red Kap	Reoccuring Cost Red Kap (price per item*11)	JEANS Per Item Bid Price - Wrangler	Reoccuring Cost Wrangler (price per item *11)	BIBS Per Item Bid Price	Reoccuring Cost Bibs (price per item*2)
32 x32	2	0	$ 0.20	$ 4.40	$ 0.35	$ 7.70	$ -	0
32 x34	3	0	$ 0.20	$ 6.60	$ 0.35	$ 11.55	$ -	0
34 x30	1	0	$ 0.20	$ 2.20	$ 0.35	$ 3.85	$ -	0
34 x32	4	0	$ 0.20	$ 8.80	$ 0.35	$ 15.40	$ -	0
36 x32	2	0	$ 0.20	$ 4.40	$ 0.35	$ 7.70	$ -	0
36 x34	2	0	$ 0.20	$ 4.40	$ 0.35	$ 7.70	$ -	0
38 x32	3	0	$ 0.20	$ 6.60	$ 0.35	$ 11.55	$ -	0
38 x34	1	0	$ 0.20	$ 2.20	$ 0.35	$ 3.85	$ -	0
40 x32	1	0	$ 0.20	$ 2.20	$ 0.35	$ 3.85	$ -	0
8/34 Worn	1	0	$ 0.20	$ 2.20	$ 0.35	$ 3.85	$ -	0
Medium	0	1	$ 0.20	$ -	$ 0.35	$ -	$ 0.38	0.76
Medium/L	0	1	$ 0.20	$ -	$ 0.35	$ -	$ 0.38	0.76
Medium-T	0	2	$ 0.20	$ -	$ 0.35	$ -	$ 0.76	3.04
Medium-S	0	1	$ 0.20	$ -	$ 0.35	$ -	$ 0.38	0.76
Large	0	2	$ 0.20	$ -	$ 0.35	$ -	$ 0.76	3.04
Large-Tall	0	0	$ 0.20	$ -	$ 0.35	$ -	$ -	0
X-Large	0	6	$ 0.20	$ -	$ 0.35	$ -	$ 2.28	27.36
XX-Large(2	0	2	$ 0.20	$ -	$ 0.35	$ -	$ 0.76	3.04
	Estimate per Cycle			$ 44.00		$ 77.00		38.76

Estimated Total (All Items) Per Cycle: $ 317.83

*Add 0.03 per item for Budget Protection if selected.

*This total is an estimate only and will fluctuate based on the on the sizing consultation after award and the sizing/ staffing changes throughout the contract term. The award is for the per item pricing.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-20	**Date of Issuance:**	March 14, 2021
Description:	UNIFORM RENTAL PROVIDER AND SERVICES		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**March 31, 2021 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Temporary Bid Opening Room – 1st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. 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 & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	March 24 – 4:30 P.M. CST
Questions should be submitted to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

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: Clean **Phone Number:** 501-200-2699

Business Address (Full Street/City/State/Zip): 11609 E Falcon Webb City, MO 64870

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

Name of Contact Person: Robert Riley **Email:** rriley@cleanuniform.com

Signature of Authorized Perso [redacted] **Date:** 3-26-2021

Printed or Typed Name: Robert Riley **Title:** VP/GM

Arkansas Contractors License Number: _____ **(Not required unless specified)**

Sales or Use Tax ID Number: 43-1519771

Bid Bond Included: ___ **Yes** X **No (only required if specified in this IFB Document)**

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

2nd Floor
City of Bentonville
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INTENT

The intent of this Invitation for Bid (IFB) is to enter into a Contract with a properly qualified and capable rental uniform provider to provide uniforms (uniform rental) and laundering services for the City of Bentonville Water Resource Recover Facility and Compost Department staff. The awarded Bidder shall provide the Department with weekly laundering service of the provided uniforms and repairs as needed, and patch and/or embroidery services based on the Department's needs.

Bid evaluation will include price, evaluation of the Bidder's references, past performance with the City, and capacity to provide a streamline uniform process for the Department.

REQUIRED RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- APPENDIX A: References
- All contract documents that the City would be required to sign, if Bidder's preference is to furnish contract documents, for the City's review.

OPTIONAL RESPONSE DOCUMENTS

- Any additional details on uniform types being provided.

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

CONTRACT TERM:

The awarded bidder will be required to enter into a binding contract with the City of Bentonville, for the services listed herein. This Contract may be provided by the City or the Bidder; however, Bidders shall review the City's standard contract language listed herein in preparation for the contract process. The awarded Contract will be for an initial one (1) year term, renewable annually upon mutual written agreement for a total term not to exceed five (5) years.

INSURANCE

The awarded Bidder shall maintain all insurance required by statute, including but not limited to Workers Compensation, and shall maintain insurance appropriate for covering any damage which may occur to City property as a result of the awarded Bidder's performance of the work described herein.

SCOPE OF WORK/SPECIFICATIONS

The City of Bentonville is accepting formal sealed bids from properly qualified and capable rental uniform providers to provide uniforms (uniform rental) and laundering services for the City of Bentonville Water Resource Recover Facility and Compost Department staff. The awarded Bidder shall provide the Department with weekly laundering service of the provided uniforms and repairs as needed, and patch and/or embroidery services based on the Department's needs.

The Water Resource Recovery Facility and Compost Department utiltize patches, not direct embroidery; however, Bidders will be asked to convey charges for both options to the City in the event that the Department's needs change throughout the contract term.

Uniforms:

Uniforms provided must meet the following specifications:

Type of Uniform Item	**Specification (either brand or minimum specification)** **'Standard' specification is used when the City has specified an industry standard and will evaluate uniform types proposed by the Bidder*.**
Polo Shirts	Standard, font pocket
Work Shirts	Collar, front pocket, industrial type uniform shirt
T-Shirt	Standard, 100% cotton, front pocket
Long Sleeve Shirt	Standard, collar, front pocket
FR Rated Long Sleeve Shirt	Standard, collar, front pocket
Jeans	Wrangler (Bidders to provide the City with Wrangler styles available at the price bid)
Bibs	Standard, insulated
Light Jacket	Standard, zipper closure, no hood, collar
Cold Weather Jacket	Standard, insulated/lined, zipper closure, hood

*Bidders shall convey to the City the types of uniforms being proposed in 'Proposed Uniform' Seciton of this IFB document for the City's evaluation.

Color of Uniforms:

Bidders shall provide at least ten (10) standard uniform color options for the City to choose from including different shades of blue (light blue, navy blue etc.) and grey.

Type of Uniform Item	**Specified Color**
Polo Shirts	Blue
Work Shirts	Light Blue
T-Shirt	Light Blue
Long Sleeve Shirt	Light Blue
FR Rated Long Sleeve Shirt	Tan
Jeans	Denim Blue
Bibs	Tan
Light Jacket	Blue
Cold Weather Jacket	Tan

[This space has been intentionally left blank]

REQUIRED RESPONSE FIELD: NUMBER OF COLORS AVAILABLE

Bidders shall respond below with the number of colors available for each uniform type at the prices bid.

Type of Uniform Item	Number of Color Options
Polo Shirts	12
Work Shirts	25
T-Shirt	5
Long Sleeve Shirt	25
FR Rated Long Sleeve Shirt	6
Jeans	1
Bibs	1
Light Jacket	4
Cold Weather Jacket	4

Do the color options above include shades of blue (dark blue, light blue, etc)? X YES ___NO

Bidders are encouraged to submit catalogs or other types of material for the City's review of the uniform types proposed.

Fitting/Sizing Consultation:

The awarded Bidder shall schedule a fitting/sizing consultation meeting upon award for the Department's employees at no additional charge to the City. The purpose of this meeting is to ensure accurate sizing and uniform type selection.

Laundering Service/Pick-Up and Drop-Off:

The awarded Bidder shall pick-up/drop-off uniforms to the Department weekly, on a consistent schedule the same day of each week. The awarded Bidder shall furnish a bin for the employees to put their dirty uniforms in for pick up. The awarded Bidder shall provide the City with tags and mesh bags to label the employee's uniforms, or other means of organizing each employees uniform to ensure that employees are receiving their personal uniforms after each laundering service.

The laundering service shall be hygenic and shall not cause damage to the uniforms. In the event that damage does occur during laundering, the awarded Bidder shall replace the damaged items at no additional charge to the City upon the next week's pick-up/drop-off.

Uniform Patches:

The Department shirts shall have two patches affixed to them upon delivery, as specified.

Name Tag Patch: 3"x 1 ½ " (three inches by one and one-half inches); Employee Name

Company Identification Tag: 2 ½ "x 4 ½ " (two and one-half inches by four and one-half inches); "Water Resource Recovery Facility"

*The Department will not include a logo on the patches

Repairs:

The awarded Bidder shall provide repair services for tears or other incidents that are able to be repaired without affecting the uniforms integrity or professional appearance. Repairs shall be performed and items delivered back to the City at the next pick-up/drop-off date, within one week of receiving the items to be repaired.

Replacements:

The Department may identify items as needing to be replaced or the awarded Bidder may identify items as needing to be replaced due to normal wear and tear in order for uniforms to maintain a clean and professional appearance.

Any replacements must be PRE-APPROVED by the Water Resource Recovery Facility Operations Manager or his assignee prior to being replaced. The City will not be respondible for payments for replacments items that were not pre-approved.

Replacement items shall be delivered within one week.

Driver Conduct:

The awarded Bidder's pick-up/drop-off driver shall conduct themselves professionally and be courteous and respectful to City employees during the pick-up/drop-off. The driver shall notate and address any uniform concerns communicated to them.

DELIVERY

The City of Bentonville requests that the sizing consultation be scheduled to occur within one-week from the date the Notice of Award is issued and for all uniforms to be delivered to the Department within two-weeks from the date of the sizing consultation. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin services and the number of weeks in which service will be completed. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas. Delivery will be made to the Water Resource Recovery Facility, located at 1901 NE A Street Bentonville, AR 72712.

Sizing consultation will be scheduled to occur within 1 week(s) from the date the Notice of Award is issued.

All uniforms will be delivered to the Water Resource Recovery Facility within 4 week(s) from the date of the sizing consultation.

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

REFERENCES/EVALUATION/PAST PERFORMANCE

The City reserves the right to request references from each Bidder and contact the references for the apparent three lowest bidders, and to use this information in the evaluation of bids. The City reserves the right to evaluate bids based on the bidders past performance record with the City, the apparent quality of the items proposed by the bidder, and the delivery/pick-up methods provided by bidder.

INVOICING

The awarded Bidder shall provide an invoice to the Department's designated contact bi-weekly, for services renered in the prior two weeks for approval.

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th St.
Bentonville, AR 72712

The City will provide payment, by check, within fourteen (14) days of receipt. Failure to submit an invoice on time and to the correct address may result in a delay in payment. Invoices received with inaccurate information, items which required pre-approval but were not pre-approved and any other discrepancies may result in delayed payment. At no point shall the City be charged a finance or interest fee for delayed payment due to inaccurate invoicing.

PAYMENT TERMS

[X] Net 30 days

[X] Other: Net 45, net 60 + net 90

DAMAGES

Any damage occurring to City property as a result of the awarded Bidder's operations shall be corrected at the awarded Bidder's expense.

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.

STANDARD CONTRACT LANGUAGE

The below contract language is required standard language in City contracts; submitters are encouraged to pre-review this language in preparation for an expedited contract process if selected for award.

1.0 **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.

2.0 **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.

   a. Due to the City's Statutory Tort Immunity, the City is not able to agree to indemnification clauses where the City is indemnifying and holding harmless the Contractor.

   b. Due to the City's Statutory Torn Immunity, the City does not carry General Liability insurance.

3.0 **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.

4.0 **Freedom of Information Act (FOIA):** 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 any Contract and all other work documents furnished by Contractor to City or City to Contractor, unless those documents are specifically excluded from Arkansas FOIA laws.

5.0 **Insurance:** Contractor will be required to maintain insurance as set forth by the City, including Workers Compensation insurance as required by Arkansas Statute, and name the City of Bentonville as additionally insured when required by the City.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

Contractor/Vendor Disclosure

Company Name: Clean

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

✓ Yes ____ No

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

Immediate Relation includes:

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

N/A

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidders as determined by the City through 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.

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

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SPECIFICATIONS SECTION

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

PRODUCT SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
GRINDING UNIT:		
Bidder has examined all sections of this IFB document and agrees to perform services AS SPECIFIED.		

*If Bidder is interest in submitting a bid for alternate items, it is the Bidder's responsibility to include material and information in their bid submission for the City's consideration.

PROPOSED UNIFORM INFORMATION
REQUIRED RESPONSES
Bidders shall complete the required information where indicated below.

Type and Description of Proposed Uniforms: Bidders shall include the following information for the different types of uniforms available to the City at the price bid.
1) Brand names
2) Number of colors and color options
3) Brief summary of the product details.

Polo Shirt:
Brand Name : Sport-Tek
Number of Color Options Available: 13 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: 100% polyester, snag resistant, moisture wicking, side vent, 3 button polo. with or without pocket options

Work Shirt:
Brand Name : Red Kap
Number of Color Options Available: 5 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Rip Stop fabric, 75% stronger than typical poplin workwear, Straight bottom hem, breathable stain resistant fabric, 2 flapped pockets, button up long sleeve or short sleeve options

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

T-Shirt:
Brand Name: White Knight
Number of Color Options Available: 2 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: pocket T-Shirt, spun polyester, durable high performance t shirt. 100% polyester 5.75 oz

Long Sleeve Shirt:
Brand Name: Red Kap
Number of Color Options Available: 5 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Ripstop fabric, 75% stronger than typical poplin workwear, straight bottom hem, breathable stain resistant fabric, 2 flapped pockets button up collar shirt

FR Rated Long Sleeve Shirt:
Brand Name: Bulwark
Number of Color Options Available: 4 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Flame resistant 7.0 oz Ripstop twill 65% cotton/35% polyester blend. hemmed front pockets w/ button closures.

Jeans:
Brand Name: Wrangler Number of Styles Available: 1
Number of Color Options Available: 1 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Dark denim, 5 pocket jean

Bibs:
Brand Name: Red Kap
Number of Color Options Available: 1 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Denim Bib overall, 100% cotton heavyweight denim, rule pocket + hammer loop, front flap bib pocket,

Light Jacket:
Brand Name: Red Kap
Number of Color Options Available: 3 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Warm quilt lined jacket with waistband tabs, wrinkle free material, 2 front zipper side seam pockets, hemmed cuffs, hip length, zipper front.

Cold Weather Jacket:
Brand Name: Red Kap
Number of Color Options Available: 2 Includes City's specified colors? X Yes __ No
Brief Summary of Product Details: Blended duck zip front hooded jacket, 10 oz duck material with quilted lining, 3 piece lined hood, zipper front

Estimated Sizes/Quantities

The quantities, sizes and quantities of sizes included herein are estimates only and shall not be considered a guarantee of quantities or sizes, or a final order. Sizing will be finalized at the sizing consultation.

There are currently 20 Water Resource Recovery Facility and Compost employees that require uniforms; each employee will need a quantity of 11 for each uniform type needed given. Needs vary for each employee; some will need shirts only, others will need bibs, some will need all types, etc.

Shirts/Jackets
All quantities are estimated and not guarenteed

Size	Shirt Type						
	Industrial Work Shirts	Polos	Short Sleeve T-Shirts	Long Sleeve Shirts	FR Rated Long Sleeve Shirt	Light Jacket	Winter Jacket
Small	1	0	0	Quantities to be determined		0	0
Medium	0	0	4			0	1
Medium-Tall	1	0	0			0	0
Medium-Short	0	0	0			0	0
Medium/Large Tall	0	0	0			0	1
Large	7	1	2			5	5
Large-Tall	1	0	0			0	2
X-Large	5	1	2		4	8	9
XX-Large (2X)	2	0	1		2	1	2
Totals	17	2	9	0	0	14	20
Number of Uniforms Items Per Employee	11	11	11	11	11	11	11
Initial Number of Uniforms Types to be Supplied	187	22	99	0	0	154	220

Estimated Sizes/Quantities Continued..

Pants/Bibs *All quantities are estimated and not guarenteed*		
	Pant Type	
Size	Jeans	Bibs
32x32	2	0
32x34	3	0
34x30	1	0
34x32	4	0
36x32	2	0
36x34	2	0
38x32	3	0
38x34	1	0
40x32	1	0
8/34 Womens	1	0
Medium	0	1
Medium/Large-Tall	0	1
Medium-Tall	0	2
Medium-Short	0	1
Large	0	2
Large-Tall	0	0
X-Large	0	6
XX-Large(2X)	0	2
Totals	20	15
Number of Uniform Types Per Employee	11	11
Initial Number of Uniform Types to Be Supplied	220	165

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PRICING SHEET

Bid Pricing shall include all costs to the City, including but not limited to: tax, fuel, equipment, garmets, laundering services, profit, insurance, labor, pick-up and delivery services and all other charges to the City. The City of Bentonville tax rate is 9.5%. The City of Bentonville is NOT exempt from sales tax.

Per Item Prices MUST include the laundering service within the cost of the garmets.

Pricing for jeans sizes, including waist and length sizes (mens) shall be conveyed using the sizing brackets S-XL, S-XL Tall, XXL(2X), XXXL(3X).

Pricing Sheet: Only bids received using the Pricing Sheet contained herein (on the following page(s)) will be accepted/considered. **Bidders shall not use alternate forms or alter the City's pricing table in any way. Additional costs conveyed outside of the table will not be considered.**

Pricing: Bid prices must be rounded to the nearest cent; bid prices not rounded to the nearest cent may be declared non-responsive and rejected.

Bid Award: The Bid Award will be based on the lowest and most responsible submitted bid based on the City's final quantities; award will be made to only one vendor for the Water Resource Recovery Facility and Compost Department unfirom needs. The awarded Bidder will be paid only for actual quantities ordered throughout the contract term.

Table A: Additional Costs Pricing Table
This Table shall be used for the City's information and as needed throughout the contract term only, this pricing is not considered in the Bid Price.

Table B: Bid Pricing Table
This Table shall be used for the purpose of conveying bid pricing for the City's uniform needs and the comparison of bids. The low bid price will be calculated using the submitted pricing multiplied by the City's current uniform needs.

IFB-21-20 PRICING SHEET FOLLOWS ON NEXT PAGE

Lightweight Jacket replacement all Jackets $40.00

IFB-21-20 PRICING SHEET CONTINUED

TABLE A: Additional Costs Pricing Table

These prices shall not be caculated with the Bid Award, but will be used throughout the contract term as the set prices for these items

Line Number	Description	Sizes S-XL (MENS)	Sizes S-XL Tall (MENS)	Sizes XXL (2X) (MENS)	Sizes XXXL(3X) (MENS)	Sizes S-XL (WOMENS)	Sizes S-XL Tall (WOMENS)	Sizes XXL (2X) (WOMENS)	Sizes XXXL(3X) (WOMENS)	Price Per Item
1	Polo Shirt Replacement	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	No entry in this column for Line Items 1-14
2	Work Shirt Replacement	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	$ 18.00	
3	T-Shirt Replacement	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	$ 16.00	
4	Long Sleeve Replacement	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	$ 22.00	
5	FR Rated Long Sleeve Replacement	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	$ 65.00	
6	Jeans Replacement	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	
7	Bibs Replacement	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	$ 35.00	
8	Cold Weather Jacket Replacement	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	$ 55.00	
9	Garmet Repair - Shirts	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
10	Garmet Repair - FR Shirts	Ø	Ø	Ø	Ø	Ø	Ø	Ø	Ø	
11	Garmet Repair - Jeans	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
12	Garmet Repair - Bibs	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
13	Garmet Repair - Light Jacket	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
14	Garmet Repair - Cold Weather Jacket	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	$ Ø	
15	Name Tag Patch Replacement (for replacement shirts or damaged patches)	No entry in these rows for Line Item 14/15								$ .25
16	Company Tag Patch Replacement (for replacement shirts or damaged patches)									$ .75

TABLE B: BID PRICING TABLE

Line Number	Description/Type of Uniform As Specified by the City	Description/Brand for City's Type of Uniform Proposed by Bidder (REQUIRED RESPONSE)	Bidder Place a Check Mark in This Box if the Item Proposed Meets the City's Specifications for the Type of Uniform	Quantity (Used as a place holder only; actual quantities of each sizing bracket will differ based on staff throughout the contrac term)	Price Per Item Sizes S-XL (MENS)	Price Per Item Sizes S-XL Tall (MENS)	Price Per Item Sizes XXL(2X) (MENS)	Price Per Item Size XXXL (3X) (MENS)	Price Per Item Sizes S-XL (WOMENS)	Price Per Item Sizes S-XL Tall (WOMENS)	Price Per Item Sizes XXL(2X) (WOMENS)	Price Per Item Size XXXL (3X) (WOMENS)	Price Per Item
1	Polo Shirt, As Specified	Sport-Tek	✓	1	$ .21	$ .21	$ .21	$ .21	$ .21	$ .21	$ .21	$ .21	No entry in this column for Line Items 1-9
2	Work Shirt, As Specified	Red Kap Ripstop	✓	1	$ .20	$ .20	$ .20	$ .20	$ .20	$ .20	$ .20	$ .20	
3	T-Shirt, As Specified	Unit Knight	✓	1	$ .17	$ .17	$ .17	$ .17	$ .17	$ .17	$ .17	$ .17	
4	Long Sleeve Shirt, As Specified	Red Kap Ripstop	✓	1	$ .20	$ .20	$ .20	$ .20	$ .20	$ .20	$ .20	$ .20	
5	FR Rated Long Sleeve Shirt, As Specified	Bulwark	✓	1	$ .57	$ .57	$ .67	$ .57	$ .57	$ .57	$ .57	$ .57	
6	Jeans, As Specified	Wrangler or Red Kap	✓	1	$ .35/.20	$ .35/.20	$ .35/.20	$ .35/.20	$ .35/.20	$ .35/.20	$ .35/.20	$ .35/.20	
7	Bibs, As Specified	Red Kap	✓	1	$ .35	$ .35	$ .35	$ .35	$ .35	$ .35	$ .35	$ .35	
8	Light Jacket, As Specified	Red Kap	✓		.25	.25	.25	.25	.25	.25	.25	.25	
9	Cold Weather Jacket, As Specified	Red Kap	✓	1	$ .65	$ .65	$ .65	$ .65	$ .65	$ .65	$ .65	$ .65	
10	Name Patch, As Specified, Applied (New Shirts)	Red Kap	✓	1	No entry in these rows for Line Item 9								$ .25
11	Company Patch, As Specified, Applied (New Shirts)	Red Kap	✓	1	No entry in these rows for Line Item 10								$ .75

Clean also provides Budget protection that* covers all charges* associated with the repair, replacement, damage & Loss garments. Typically Budget protection starts at .03 cents per garment. Also covers setup name & emblem as well so your bill is same week in and week out.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

APPENDIX A
(REQUIRED RESPONSE DOCUMENT)
REFERENCES

Bidder References for CLEAN uniform

City of Chanute
Amy Larson- 620.421.52.50
alarson@chanute.org
services provided: weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops and floor mats. Multiple drop off and pick-up locations serviced for customer account.

City of Joplin
Lyndon Lawson- 417.624.0820 ext 560
LLawson@joplinmo.org
services provided: weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops and floor mats. Multiple drop off and pick-up locations serviced for customer account.

City of Cave Springs
Kimberly Hutcheson- 479.248.1040
kimberly.hutcheson@cavespringsar.gov
services provided: weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as soap and paper products and floor mats.

University of Arkansas
Dawn Hefley- 479.575.3926
dawn@uark.edu
services provided: weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops and floor mats. Multiple drop off and pick-up locations serviced for customer account.

Toyota of Fayetteville
Matt Binswider-479.695.7651
Mbinswider@penskeautomotive.com
services provided: weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops, first aid kits and floor mats. Multiple drop off and pick-up locations serviced for customer account.

Ozark Regional Transit
Bryan Martin- 479.361.68.43
bmartin@ozark.org
services provided: weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops and floor mats.

Rogers Public Schools
Margie Bowers- 479.631.3559
margie.bowers@rpsar.net
services provided: weekly uniform rental, soil laundry pick-up and clean laundry delivery service as well as bulk rental items such as shop towels, mops and floor mats. Multiple drop off and pick-up locations serviced for customer account.

BIDDER REFERENCES

Bidders shall use the space below to submit references for whom the Bidder has completed the same or similar services for within the past three (3) years. Bidders must provide a minimum of five (5) references for whom the Bidder has completed the same or similar services for within the past three (3) years.

The City reserves the right to contact these references and use the information gained in the evaluation of bids.

Company Name	Contact Name	Contact Phone	Contact Email	Summary of Services Provided

Agenda Item Form

Date of City Council Meeting	**June 8, 2021**
Department	**Water Resource Recovery Facility**
Submitted by	**Nancy Busen**
Phone	**(479)271-6749**

Item Type: (*Check Applicable Item Type*)

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

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

Ordinance to waiver the bidding process for renewal of lift station alarm system service agreement with Mission Communications, LLC. in an amount not to exceed $23,527.22. This cell phone based system, (purchased with approval of city council in 2004), provides continuous monitoring of 61 wastewater lift stations throughout the city. Mission provides the service package designed exclusively for this alarm system and as such is a single source item. Therefore, it would not be practical nor feasible to advertise for competitive bidding. This service is a yearly budgeted item. The Utility Board voted to accept this waiver of the bidding process 5-0 on May 25, 2021.

Estimated Cost	**23,527.22**
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	6/8/2021
Department	Water Resource Recovery Facility
Submitted by	Nancy Busen
Phone	(479) 271-6749

Vendor	Mission Control, LLC	
Total Cost	$ 23,527.22	

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):*

Requesting a waiver of bid in an amount not to exceed $23,257.22 to renew the yearly service contract with Mission Control, LLC. City council approved purchase of this system in 2004. This cell phone based program enables continuous monitoring and reporting of all 61 city wastewater lift stations, which prevents back-up and overflows of wastewater in the community. The Utility board voted 5-0 to accept this waiver of the bidding process on May 25, 2021.

Justification *(Enter justification in space below):*

Mission Control, LLC provides the service package for city wastewater lift station monitoring equipment and as such is a single source provider. It would be neither practicle nor feasible to advertise for competitive bidding.

MEMO

To: City Council, Mayor Orman

CC: Mike Bender

From: Nancy Busen, Water Resource Recovery Facility

Council Meeting Date: June 8, 2021

Re: Waiver of Bid

A request for a waiver of the bidding process for a service agreement with Mission Control, LLC in an amount not to exceed $23,527.22. Mission Control's cell phone based continuous monitoring system reports power failures, high wet well levels and pump run times to WRRF personnel via cell phone and email. City Council approved purchase of this system in 2004.

The manufacturer for this alarm system exclusively designs the service package for Mission Control. Therefore, it would be neither practical nor feasible to advertise for competitive bidding. Annual renewal of this service agreement is a budgeted item, accepted 5-0 by the Utility Board on May 25, 2021.

MISSION COMMUNICATIONS

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

INVOICE

Invoice Date
5/4/2021

Invoice Number
1051314

Bill To

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

Ship To

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**6/3/2021**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	SA C	**C**	**5/4/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS10916	LS #58 Highland Park	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	12MIS11052	LS #57 Central Park Sc...	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	15MIS17273	LS #61 Edgar Estates	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	15MIS17295	LS #59 Brighton Cottag...	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	16MIS18418	LS #60 Nomad	6/1/2021	5/31/2022	347.40	347.40
0.9167	SP850-12R	Service Package - MyDro M850 Series - 1 year, Renewal	20MIS28531	LS #07 Autumn Hills	7/1/2021	5/31/2022	563.40	516.47
0.75	SP150-12R	Service Package - MyDro M150 Series - 1 year NON-SHIP, Renewal	20MIS29023	LS #20 Clarendon Heig...	9/1/2021	5/31/2022	347.40	260.55
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0561	LS #35 Kingsbury	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0562	LS #29 Beau Terre North	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0563	LS #09 Rice Rd	6/1/2021	5/31/2022	347.40	347.40

Please make checks payable to Mission Communications, LLC

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

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

Subtotal	
Sales Tax (0.0%)	
Payment Received	
Balance Due	

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

MISSION COMMUNICATIONS

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

INVOICE

Invoice Date
5/4/2021

Invoice Number
1051314

Bill To

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

Ship To

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**6/3/2021**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	SA C	**C**	**5/4/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0585	LS #48 Wildwood	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0586	LS #47 Stoneburrow	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0587	LS #27 Wal-Mart Dist.	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0588	LS #17 Salvation Army	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0589	LS #51 Morning Star	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0701	LS #02 South	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0702	LS #38 Windwood	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0703	LS #04 Lexington	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0704	LS #05 North A	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0705	LS #05 North B	6/1/2021	5/31/2022	347.40	347.40

Please make checks payable to Mission Communications, LLC

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

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

Subtotal	
Sales Tax (0.0%)	
Payment Received	
Balance Due	

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

MISSION COMMUNICATIONS

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

INVOICE

Invoice Date
5/4/2021

Invoice Number
1051314

Bill To

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

Ship To

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**6/3/2021**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	SA C	**C**	**5/4/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0706	LS #06 Parkview	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0707	LS #08 Woods Creek	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0708	LS #10 Krystal Heights	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0709	LS #11 Stonehenge	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0710	LS #03 102	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0978	LS #13 Beau Terre	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0979	LS #14 Harbour Churc...	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0980	LS #15 Willow Banks	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0981	LS #16 AR National Ba...	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0982	LS #18 Hanover III	6/1/2021	5/31/2022	347.40	347.40

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Subtotal	
Sales Tax (0.0%)	
Payment Received	
Balance Due	

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

MISSION COMMUNICATIONS

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

INVOICE

Invoice Date
5/4/2021

Invoice Number
1051314

Bill To

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

Ship To

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**6/3/2021**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	SA C	**C**	**5/4/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0983	LS #21 Meadow Wood	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS0986	LS #19 Marina	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1099	LS #25 Medical Center	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1100	LS #23 Vaughn LS	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1101	LS #44 White Oak Trail	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1102	LS #43 Briar Chase	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1104	LS #40 Fairwinds	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1105	LS #30 Abby	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1106	LS #31 Straube	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1107	LS #33 Kensington	6/1/2021	5/31/2022	347.40	347.40

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Subtotal	
Sales Tax (0.0%)	
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Balance Due	

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Annual Service				**6/3/2021**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	SA C	**C**	**5/4/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1160	LS #24 Firestone	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1161	LS #28 Autumn Wood	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1162	LS #32 Nightingale	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1163	LS #34 Saddlebrook	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1164	LS #36 Phillips Park	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1165	LS #37 College Place	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1166	LS #39 Allencroft	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1167	LS #41 Creekstone	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1168	LS #42 Lockmore Club	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1169	LS #45 Chickadee	6/1/2021	5/31/2022	347.40	347.40

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Subtotal	
Sales Tax (0.0%)	
Payment Received	
Balance Due	

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Bentonville Wastewater Department
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Ship To

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**6/3/2021**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	SA C	**C**	**5/4/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1249	LS #46 Windmill Rd	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1250	LS #49 Kerelow Castle	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1251	LS #50 Stonegate	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS1252	LS #52 Oak Lawn Hills	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2330	LS #12 Blueberry New	6/1/2021	5/31/2022	347.40	347.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS2717	LS #01 McKisic card 3	6/1/2021	5/31/2022	563.40	563.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS2857	LS #53 Thornbrook	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4077	LS #56 Angel Falls	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS4079	LS #55 Gramercy	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5732	LS #54 Elm Tree	6/1/2021	5/31/2022	347.40	347.40

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Subtotal	
Sales Tax (0.0%)	
Payment Received	
Balance Due	

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MISSION COMMUNICATIONS

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

INVOICE

Invoice Date
5/4/2021

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Bill To

Bentonville Wastewater Department
Attn: Accounts Payable
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Bentonville, AR 72712-5256
USA

Ship To

CUSTOMER PO	END USER		SHIPPING METHOD	DUE DATE
Annual Service				**6/3/2021**
S.O. No.	SALES REP ID	TERRITORY	SHIP DATE	PAYMENT TERMS
	SA C	**C**	**5/4/2021**	**Net 30**

QTY	Item	Description	Serial No.	Unit Name	Svc. Start	Svc. End	Unit Price	Extension
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689MIS5739	Crystal Bridges 800	6/1/2021	5/31/2022	563.40	563.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS5740	Crystal Bridges south 1...	6/1/2021	5/31/2022	347.40	347.40
1	SP110-12R	Service Package - M110 Series - 1 year, NON-SHIP, Renewal	689MIS8559	LS #22 Orchard Park	6/1/2021	5/31/2022	347.40	347.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689SFQ0627	LS #01 McKisic card 2	6/1/2021	5/31/2022	563.40	563.40
1	SP800-12R	Service Package - M800 Series - 1 year, NON-SHIP	689SFQ0628	LS #01 McKisic card 1	6/1/2021	5/31/2022	563.40	563.40

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Subtotal	USD 23,527.22
Sales Tax (0.0%)	USD 0.00
Payment Received	USD 0.00
Balance Due	USD 23,527.22

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

ORDINANCE NO. _____

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

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Mission Communications, LLC, for a one year service package for 61 lift station alarms for the Water Resource Recovery Facility in an amount not to exceed $23,527.22, as per the Proposal attached hereto as Exhibit A.

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

PASSED and APPROVED this _____ day of _____, 2021.

APPROVED:

_____
MAYOR

ATTEST:

_____
CITY CLERK

Agenda Item Form

Date of City Council Meeting	**8-Jun-21**
Department	**Water**
Submitted by	**Mike Bender**
Phone	**479-271-3140**

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

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

Resolution requested by Staff for City Council approval authorizing the Mayor and City Clerk to enter into an agreement with the City of Cave Springs for the sale of water. This item was approved by the Utility Board 5-0.

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 Stephanie Orman

From: Mike Bender

CC:

Date: May 19, 2021

Re: City of Cave Springs Water Service

Staff is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with the City of Cave Springs for the sale of water. The water rate analysis completed by Raftelis in 2020 indicated that a significant adjustment was needed for the wholesale rate for the City of Cave Springs. This adjustment was based on the cost of service analysis. No rate adjustments other than increases passed through from Beaver Water District have been implemented since the revised agreement between Bentonville and Cave Springs executed in 2011. The rate analysis performed in 2015 indicated a significant increase was needed, but it was not pursued. The proposed agreement will replace the current agreement initially executed in 2011 and continuing in 6 year increments. Currently, Cave Springs' usage rate is $1.6 per 1,000 gallons. The new agreement sets usage rates to increase as outlined below.

Date	Total Unit Price per 1,000 gallons
July 1, 2021	$2.16
January 1, 2022	$2.42
January 1, 2023	$2.67*

*Should a third-party rate study be completed prior to January 1, 2023 that reflects a reduction in overall cost of service for Cave Springs, the increase scheduled for January 1, 2023 will be reduced to reflect the actual cost of service as shown in the study.

This reflects an increase of 30% in 2021, 12% in 2022, and 10% in 2023 resulting in a total consumption rate increase of 61% over the next 2 years. Base monthly rates will remain the same during this period. The Raftelis report indicated an increase of 61.1% in total revenue. This proposed increase makes significant strides to achieve that goal.

Thank you for your consideration of this request.

WATER PURCHASE AGREEMENT

THIS WATER PURCHASE AGREEMENT ("Agreement"), made and entered into this_____ day of _____, 2021, by and between the **CITY OF BENTONVILLE, ARKANSAS**, hereinafter referred to as "Bentonville", and the **CITY OF CAVE SPRINGS, ARKANSAS**, hereinafter referred to as "Cave Springs", witnesseth that:

WHEREAS, Bentonville, in its governmental capacity, owns and operates its own water distribution and sewerage systems and purchases treated water from Beaver Water District; and

WHEREAS, in order to maintain the health and well-being of the residents of Cave Springs, it is imperative that a public water system be provided; and

WHEREAS, it has been determined that the best and most feasible water supply for certain areas within Cave Springs is the purchase of treated water from Bentonville; and

WHEREAS, Cave Springs, to provide for its present and future potable water needs, desires to purchase treated water from Bentonville; and

WHEREAS, Bentonville is committed to providing an adequate supply of treated water for Cave Springs' needs; and

WHEREAS, in order to provide for current and future needs of Cave Springs and the needs of the citizens of Bentonville, it is anticipated that additional facilities will be constructed by Bentonville; and

WHEREAS, Bentonville purchases treated water from Beaver Water District and has entered into certain agreements with said District; and

WHEREAS, Cave Springs is willing to make a commitment to use Bentonville water as the sole source of treated water for its citizens for the life of this Agreement with the exception of any supplies needed for emergency use; and

WHEREAS, a commitment with Bentonville will allow Bentonville to plan for and expand the capacity of its supply, transmission and distribution system in order to provide for the needs of Cave Springs; and

WHEREAS, Arkansas law specifically authorizes cities to provide water service outside their corporate limits where the demand for such services is sufficient to produce revenues that will cover the costs of such services; and

WHEREAS, Cave Springs desires to purchase treated water from Bentonville and to contract with Bentonville.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth and other valuable considerations, the receipt of which is hereby acknowledged, Bentonville and Cave Springs hereby agree as follows:

Section I: Bentonville agrees to sell and Cave Springs agrees to purchase water from the Bentonville water system under the following terms and conditions:

A. Water will be delivered through two separate master meter stations, the first located near Elk Road at a point near its intersection with Arkansas State Highway 112 in Section 18, Township 19 North, Range 30 West, Benton County, Arkansas and the second located on Sands Road approximately 1200 feet west of its intersection with High Street in Section 31, Township 19 North, Range 30 West, Benton County, Arkansas. Bentonville will furnish potable treated water, meeting National Primary Drinking Water Standards as promulgated by the U.S. Environmental Protection Agency and as adopted by the Arkansas Department of Health, at a reasonably constant normal pressure of at least seventy pounds per square inch (70 psi) at both delivery points described above. Cave Springs will be responsible for all appurtenances associated with both connections to Bentonville's water system.

B. That the amount of water which Bentonville agrees to furnish Cave Springs shall be unlimited provided Section I.E. of this Agreement is adhered to, subject, however, to the limitations set forth in Sections I.I, I.J, and I.R. Cave Springs further covenants and agrees that it is its sole responsibility to provide any facilities and maintenance needed to effectively deliver the water to meet its customers' demands within Cave Springs' water service area.

C. That Cave Springs will pay for all water metered at a unit price per 1,000 gallons or part thereof for all consumption plus a base charge for each meter. The initial rate for

consumption under this Agreement shall be $1.66 per 1,000 gallons for all consumption. Three incremental increases to the consumption rate will be made to satisfy the increased cost of service to utilize Bentonville's water and distribution system. The date and associated metered cost increase at the unit price per 1,000 gallons is as follows:

Date	Total Unit Price per 1,000 gallons
July 1, 2021	$2.16
January 1, 2022	$2.42
January 1, 2023	$2.67*

*Should a third-party rate study be completed prior to January 1, 2023 that reflects a reduction in the overall cost of service for Cave Springs, the increase scheduled for January 1, 2023 will be reduced to reflect the actual cost of service as shown in the study.

The monthly base rate under this Agreement shall be $89.98 for each 2-inch meter and $835.54 for each 6-inch meter. Said base rate shall remain in effect for a period of two years from the effective date of this Agreement. At the conclusion of the initial two year period, the base rate may be subject to additional upward adjustments based on rate studies conducted by a third party consultant working for Bentonville. Rates (excluding Beaver Water District increases) shall not increase more than once during any calendar year and Bentonville shall provide a one-year notice to Cave Springs for any increases not identified and outlined in this Agreement. In the event that Beaver Water District increases the cost of purchased water to Bentonville, Bentonville shall increase Cave Springs' water rate in the amount of net increase . Cave Springs shall be responsible for meeting all necessary criteria regarding water system fees. In the event Beaver Water District decreases the cost, Bentonville shall decrease Cave Springs' water rate in the amount of the net decrease. Furthermore, In the event that a third-party rate study reveals a reduced cost of service of Cave Springs water demand and/or usage, Bentonville shall decrease Cave Springs' water rate in an amount agreed upon by both parties.

D. That Cave Springs further covenants and agrees that it will not interconnect Cave Springs facilities served by Bentonville to any other source of water without written consent of Bentonville with the exception of an emergency connection to the City of Springdale to be used only in emergency situations that prohibit or limit Bentonville's ability to provide adequate or safe water. This connection may be utilized as a supplemental service to Springdale in emergency situations as well.

E. That Cave Springs further covenants and agrees that it will not resell any water purchased under this Agreement to any public entity or water association, outside the district, without the written approval of the City of Bentonville.

F. That Cave Springs agrees to pay to Bentonville on or before the 8th day of each month for all water delivered during the preceding calendar month. The amount due will be shown by a statement to be properly rendered by Bentonville to Cave Springs each month.

G. That Cave Springs covenants and agrees that it will abide by all rules, regulations, and specifications of the Arkansas Department of Health, U.S. Environmental Protection Agency, the Arkansas Department of Environmental Quality and the City of Bentonville, Arkansas, applicable to the protection and safety of the public water supply. Noncompliance with any of said rules, regulations and specifications shall be grounds for discontinuance of future sale of water to Cave Springs under this Agreement.

H. That Cave Springs further covenants and agrees to implement and maintain a cross-connection control program to safeguard Cave Springs' water system, and subsequently, Bentonville's water system from contamination or pollution resulting from a cross-connection or backflow into Cave Springs' water system. Said program shall be effective for the duration of this Agreement.

I. Bentonville shall use all reasonable diligence to provide and maintain an uninterrupted water supply to Cave Springs, but in case of cessation, deficiency, variation in pressure or any other failure or reversal of the supply resulting from acts of God, public enemies, strikes, riots, wars, repairs, orders of any Court or any other act reasonably beyond the control of Bentonville, Bentonville shall not be held responsible to Cave Springs or any other person for the damage either directly or indirectly resulting from such interruption or failure.

J. If non-emergency interruptions of supply to Cave Springs shall become necessary due to repair, extension or rehabilitation of the system, Cave Springs shall be given five (5) working days notification of such outage prior to commencement of any such work. Cave Springs acknowledges that Bentonville purchases its water supply from Beaver Water District and that certain provisions of the agreements between the District and Bentonville Impact this Agreement. These provisions include, but are not limited to, the following:

Beaver Water District is requiring Bentonville to provide the necessary facilities so that the District can cease pumping for a period of twenty-four (24) hours. It is hereby understood and agreed that in the event the District must cease pumping for any period it will be the responsibility of Cave Springs to provide any required facilities to serve its needs during such outage. Cave Springs shall coordinate all storage facility operations with Bentonville as not to disrupt the normal services of Bentonville. Design of any future storage or pumping

facilities shall be subject to approval by Bentonville. Bentonville will not unreasonably withhold approval.

K. Bentonville hereby reserves the right to discontinue supplying water to Cave Springs under this Agreement with 10 days prior notice for number 1 and 4 below and without notice for number 2 and 3 below for any of the following reasons:

1. Fraudulent misrepresentation as to the conditions of Cave Springs' distribution system as it relates to the protection and safety of the public water supply.
2. For emergencies where damage to property, equipment or life are likely to occur.
3. By order of the Arkansas Department of Health or the U.S. Environmental Protection Agency.
4. If any rules and regulations of the Arkansas Department of Health, U.S. Environmental Protection Agency or the City of Bentonville relating to the safety and protection of the public water supply are being abused or violated.

L. Cave Springs will furnish and install a suitable metering device for the purpose of measuring in gallons the amount of water delivered to Cave Springs when the initial connection is made. Bentonville will maintain said metering devices and is responsible for meter replacements. Accuracy of said metering device shall be within acceptable standards as recommended and accepted by the American Water Works Association. The AWWA Meter Manual M6 establishes said tolerances for accuracy as plus or minus two percent (2%).

M. Annual tests shall be made on metering equipment to insure accuracy of measurement within limits of accepted tolerance. Cave Springs shall be notified at least three (3) days in advance of the time of such tests and shall have the right to monitor such tests. Bentonville shall have full control of the metering equipment at all times and shall maintain said equipment.

N. The meter shall be read by Bentonville on the first normal working day of each month and a statement rendered in accordance with established procedures. Net bill is due and payable from the 6th to the 8th of the following month. After the 8th day of each month a ten percent (10%) late penalty will be added to the bill to help defray the cost of processing and handling. If the bill is not paid by the 15th day of said month, Cave Springs will be subject to disconnection by Bentonville.

O. Cave Springs may have its representative read the master meters at the time of regular reading if so desired, or Cave Springs may request that a meter be checked or reread if there seems to be an irregularity in the normal reading. If, however, a meter is removed for test

at the request of Cave Springs and is found to be within tolerances for accuracy as previously established in this Agreement, Cave Springs shall bear all costs for removal and testing connected therewith. If a meter is found to be inaccurate, no charge shall be made for testing, and adjustments for overcharge shall be made mathematically obtaining the daily average usage for the three (3) preceding months and supplying that daily average to the days during which the abnormality occurred.

P. Cave Springs covenants and agrees that in the event of non-registration by a master meter Bentonville may render an average bill to Cave Springs for that portion of the month in which the non-registration occurred. The average bill shall be determined by mathematically obtaining the daily average usage for the three (3) preceding months and applying that daily average to the days during which the abnormality occurred, giving reasonable consideration to seasonal variations in demand.

Q. Cave Springs covenants and agrees that it shall assume all responsibility for unaccounted water usage resulting from leaks in the distribution system, from inaccurate meter registration, from fire protection system and equipment owned by Cave Springs, or connected to Cave Springs' system, and all other such water losses that might occur in the operation of its own water system. Cave Springs shall notify Bentonville Water Utilities and the Bentonville Fire Department within thirty (30) minutes of any breaks on water mains four (4) inches and larger.

R. Cave Springs covenants and agrees that it will accept and participate on an equitable basis in any program where water rationing may become necessary due to an emergency resulting from limited supply of water, failure of transportation system, pumping equipment, plant equipment, electrical facilities, or from any other source beyond the control of Bentonville.

S. Cave Springs covenants and agrees that in the event expanding Bentonville's water distribution system or either metering facility described in Item A above becomes necessary for the sole purpose of providing Cave Springs adequate volume and pressure of water due to growth of Cave Springs' system or demand, Cave Springs shall share the cost of such improvements to Bentonville's system. The level of participation shall be determined between the parties via separate agreement at the time such need is determined and prior to design phase of needed improvements.

Section II:

A. This Agreement shall become effective as of July 1, 2021. The current water agreement between Bentonville and Cave Springs will become null and void at said time and the conditions herein this Agreement shall govern.

B. This Agreement covers the supply of treated potable water supply. The term of this Agreement shall be six (6) years. This Agreement will automatically renew under the same terms and conditions for an additional six (6) year period unless either party shall give at least one (1) years notice of intent to terminate the Agreement or alter its terms and provisions.

Section III:

To the extent allowable by law, and without waiving any rights or immunities afforded to any party, Cave Springs covenants and agrees that it will defend and hold harmless against and indemnify said City of Bentonville, Arkansas, and Beaver Water District for any judgment which might be obtained against them jointly or individually by reason of any alleged negligent act or omission on the part of Cave Springs, its agents or employees, in the operation, maintenance and construction of Cave Springs' water distribution system. The parties mutually covenant and agree that they will indemnify the other for any costs and attorneys' fees expended by said entities in separate defense of any litigation arising from alleged negligent acts or omissions by the other or its agents or employees under the terms of this agreement to the extent allowable by law, and without waiving any rights or immunities afforded to any party.

Section IV:

This Agreement shall be binding upon the parties hereto, their successors, or assigns. In the event of any occurrence rendering either party incapable of performing under this Agreement, any successor whether by result of legal process, assignment or otherwise, shall succeed to the rights of such party under this Agreement.

IN WITNESS WHEREOF, the Mayor and City Clerk of the City of Bentonville, Arkansas, by authority of a resolution adopted by the City Council of the City of Bentonville, and the Mayor and City Clerk of Cave Springs by authority of a resolution adopted by the City Council of Cave Springs have hereunto set their hands and caused the corporate seal to be hereunto affixed, all on this _____ day of _____, 2021.

CITY OF BENTONVILLE, ARKANSAS
A Municipal Corporation

BY:_____
Stephanie Orman, Mayor

ATTEST:
BY:_____
Kirby Romines, City Clerk

CITY OF CAVE SPRINGS, ARKANSAS
A Municipal Corporation

BY:_____
Randall J. Noblett, Mayor

ATTEST:
BY:_____
Kimberly Hutcheson, Recorder/
Treasurer

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE CITY OF CAVE SPRINGS, ARKANSAS FOR THE SALE OF WATER TO BE SERVED WITHIN THE CITY OF CAVE SPRINGS' WATER SERVICE AREA

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with the City of Cave Springs, Arkansas for the sale of water to be served within the City of Cave Springs's water service area as outlined 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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Kirby Romines, City Clerk

Agenda Item Form

Date of City Council Meeting	**5/25/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

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

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

Resolution to enter into an agreement with Carroll Electric Co-op to purchase CECC infrastructure and accounts on N. Rainbow Farms Rd. for $207,843.95. Approved at Utility Board 5-0.

Estimated Cost	**$207,843.95**
Is this Item Budgeted?	☐ Yes ☑ No

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

This item will be paid for by moving money from another capital account.

M E M O R A N D U M

DATE: May 25, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **CECC Infrastructure Purchase & Budget Adjustment**

BEUD recommends entering into an agreement with Carroll Electric Co-op (CECC) to purchase certain infrastructure and accounts along N. Rainbow Farms Rd. in the amount of $207,843.95.

As development continues in the SW portion of town, there is going to be CECC infrastructure that will need to be purchased as BEUD extends overhead electric into these areas. BEUD has routinely budgeted $50,000 for any possible CECC accounts that could be purchased in any given year (this continued in 2021). However, this 3rd purchase of CECC infrastructure to be purchased in 2021 and the budgeted amount has already been used. The $207,843.95 budget adjustment will cover the total cost of this purchase.

This section will provide both the feed for the Snyder Meadows Subdivision (currently under development) and allow for a looped overhead feed.

Carroll Electric Cooperative Corporation

800-432-9720
www.carrollecc.com

Your Local Energy Partner

April 28, 2021

The Honorable Stephanie Orman
City of Bentonville
305 SW A St.
Bentonville, AR 72712

RE: Sale of Facilities

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving consumers in west Bentonville, per the letter dated February 24, 2021, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as N. Rainbow Farms Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	67,765.37
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		21,774.48
Stranded Costs		2,152.67
Administrative, engineering and accounting expenses associated with establishing valuation		2,256.40
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		113,895.02
Demand Cost		-
Total	$	207,843.95

A billing statement and tabulations are included for your convenience.

Bentonville
707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712
(479) 273-2421

Berryville
920 Hwy. 62 Spur
PO Box 4000
Berryville, AR 72616
(870) 423-2161

Huntsville
5056 Hwy 412B
PO Box 280
Huntsville, AR 72740
(479) 738-2217

Jasper
511 E Court St.
PO Box 389
Jasper, AR 72641
(870) 446-5114

Complete inventories and records of these facilities are available for city inspection at your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts with the exception of transformers and meters.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,



Rob Boaz
President, CEO

RB/tg
Enclosures

cc: Mike Dodge, VP, Bentonville
Derek Thurman, Manager, Engineering Support
Travis Matlock, Engineering Director, City of Bentonville

Carroll Electric

Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421
Fax: (479) 273-1231

Statement

Date: April 28, 2021

Bill To: City of Bentonville
305 SW A Street
Bentonville AR 72712

Date	Type	Description	Amount	Payment	Balance
4/28/2021	Facility Sale	N Rainbow Farms Road	207,843.95		207,843.95
				Total	$ 207,843.95

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	042821
Date:	
Amount Due:	207,843.95
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2021 Facilities Sold to City of Bentonville - N Rainbow Farms Rd
RET 032335

SUMMARY:

Depreciated Value	$	67,765.37
Reintegration Value	$	21,774.48
Stranded Costs	$	2,152.67
Engineering & Accounting	$	2,256.40
12 months revenue X 355%	$	$113,895.02
Demand Cost	$	-
TOTAL COST	$	207,843.95

Acct Location	Meter No
316010926	51674465
316010630	51674490
316010626	51674488
316010527	51947377
316010844	51674441
316010621	51674489
316010622	51674491
316010620	51674514
316010810	51674512
316010710	51674513
316015040	51674443
316015012	51674464
316015010	51674466
316015320	70137668
316015221	51674440
316010830	51674515
316010726	69702485
316015121	66675836
316010700	40836456
3161082002	82854327

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO PURCHASE CERTAIN CUSTOMERS AND FACILITIES FROM CARROLL ELECTRIC COOPERATIVE.

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 purchase certain customers and facilities in the vicinity of North Rainbow Farms Road in the amount of $207,843.95 as set forth in the attached documentation pursuant to the settlement agreement reached between the parties.

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	**5/25/2021**
Department	**Electric**
Submitted by	**Travis Matlock, PE**
Phone	**479-271-5941**

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

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

Budget adjustment to move $207,843.95 from Underground Primary to Improvements Other than Electric to purchase CECC infrastructure and accounts on N. Rainbow Farms Rd. Approved at Utility Board 5-0.

Estimated Cost	**$207,843.95**
Is this Item Budgeted?	☐ Yes ☑ No

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

The money will be budget adjusted from another capital account. This is a larger purchase and is required to serve a subdivision currently underdevelopment, and for future developments N. Rainbow Farms Rd.

Budget Adjustment Request

Date of City Council Meeting	5/25/2021
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment *(Enter purpose in space below):*
Move money from Underground Primary to Improvements Other Than Electric to purchase CECC infrastructure and accounts on N Rainbow Farms Rd. Approved at Utility Board 5-0.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	47313	Improvs - Underground Primary		$ (207,843.95)
503010	47310	Improvs Other - Electric		$ 207,843.95
		Totals	$ -	$ -
		Net Impact on Fund Balance	$	-
*Final Account Number will be determined by Accounting Department after approval and purchase				

Agenda Item Form

Date of City Council Meeting	**5/25/2021**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type*)

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

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

Bid award for IFB 21-30 for Electric Control Cabinet to Beckwith Electric for $42,915.00. Approved at the Utility Board 5-0.

Estimated Cost	**42,915.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: May 25, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **IFB 21-30; Electric Control Cabinet - Beckwith Electric**

Electric Dept. staff recommends awarding IFB 21-30 for the electric control cabinets to Beckwith Electric for $42,915.00.

This is a 2021 budgeted item.

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-30 (15) BECKWITH ELECTRIC CONTROL-CABINET ASSEMBLIES & COMPONENTS, AS SPECIFIED

THURSDAY, MAY 11, 2021 @ 1:30PM

BIDDER NAME	TOTAL BID PRICE
BECKWITH ELECTRIC	$ 42,915.00

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING 1000 SW 14TH STREET BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: April 25, 2021

NOTICE TO BIDDERS

(15) BECKWITH ELECTRIC CONTROL-CABINET ASSEMBLIES & COMPONENTS, AS SPECIFIED
Invitation For Bid (IFB)-21-30

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of fifteen (15) Beckwith Single Phase Capacitor Bank Control and Cabinet Assemblies, and additional components as specified, for the City of Bentonville Electric Utilities Department (BEUD).

The City reserves the right to reject any or all bids and to waive informalities.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, from the Purchasing Office located at the address below, or by downloading the documents from the City's website by visiting http://bentonvillear.com/211/Purchasing and selecting 'Review Open Bids'. Bidders who download the Bid Packet are encouraged to notify Purchasing of the download to ensure they are on the distribution list for any Addenda and/or Q&A issued. Bidders who wish to deliver a bid submission prior to the bid opening date/time may do so by delivering the bid submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Bidders may also choose to deliver their bid submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-30 held at 1:30pm on Tuesday, May 11, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All bid submissions must be received by Purchasing prior to the Public Bid Opening time. Late submissions and unsigned bid submissions will be rejected, without exception.

Interested parties may contact the Purchasing Office with any questions regarding submission details for this solicitation by calling (479) 271-3115 or by emailing purchasing@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-30	**Date of Issuance:**	April 25, 2021
Description:	FIFTEEN (15) BECKWITH ELECTRIC CONTROL-CABINET ASSEMBLIES AND COMPONENTS, AS SPECIFIED		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT (BEUD)		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MAY 11, 2021 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2ND Floor – Room A239 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. 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 & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	MAY 5 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

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: BECKWITH ELECTRIC **Phone Number:** 727-544-2326

Business Address (Full Street/City/State/Zip): 6190 118TH AVENUE NORTH LARGO, FL 33773-3724

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

Name of Contact Person: Kate Sacchi **Email:** ksacchi@hubbell.com

Signature of Authorized Person: [redacted] **Date:** 5/6/2021

Printed or Typed Name: M. Alicia Williams **Title:** Sr. Contracts Administrator

Arkansas Contractors License Number: _____ **(Not required unless specified)**

Sales or Use Tax ID Number: 59-1550878

Bid Bond Included: ___ **Yes** X **No (only required if specified in this IFB Document)**

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!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville

2ND FLOOR

Administrative Services Building

1000 SW 14th Street

Bentonville, AR 72712

INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of fifteen (15) Beckwith Single Phase Capacitor Bank Control and Cabinet Assemblies, and additional components as specified, for the City of Bentonville Electric Utilities Department (BEUD).

Substitute items will not be considered due to existing infrastructure and equipment currently in place.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- **IFB document, all response fields complete.**

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

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 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

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 fifteen (15) Beckwith Single Phase Capacitor Bank Control and Cabinet Assemblies, and additional components as specified, for the City of Bentonville Electric Utilities Department (BEUD).

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the one-time purchase and delivery of fifteen (15) Beckwith Single Phase Capacitor Bank Control and Cabinet Assemblies, and additional components as specified, for the City of Bentonville Electric Utilities Department (BEUD).

Bidders shall adhere to all part numbers, model numbers and any other identifying information to ensure the items furnished meet the City's specification.

The City reserves the right to remove quantities if in the City's best interest. The quantities stated herein are not a guaranteed and may be adjusted, but will not be increased.

[This space has been intentionally left blank]

DELIVERY

The City Of Bentonville requests delivery within a maximum of fourteen (14 weeks) after receipt of the City's purchase order, guaranteeing delivery prior to October 31, 2021. 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 _12___ weeks after receipt of City's purchase order.

Guaranteed to be delivered prior to October 31, 2021: _x_Yes __No (If no, what is the guaranteed delivery date?_____)

The item shall be delivered to the City of Bentonville Electric Department 3200 SW Municipal Dr. Bentonville, AR 72712.

NO SUBSTITUTIONS TO SPECIFICATIONS

Due to existing infrastructure and equipment currently in place, it is not in the City's best interest to purchase equipment other than the equipment specified herein. Substitute bid submissions will not be considered.

INVOICING

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712

Failure to submit invoices on time and to the correct address may result in delayed payment.

RIGHT TO TEST

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

INSPECTION

The City reserves the right to inspect the equipment upon delivery and to refuse signature of any delivery documents until a full inspection has been performed to verify that the delivered units meets the City's specifications. In the event that the delivered units fail to meet the City's specifications upon inspection, it is the awarded Bidder's sole responsibility to either replace the units with units meeting specifications or modify the unit to meet specifications at no additional cost to the City.

PAYMENT TERMS

[X] Net 30 days [ ] Other: _____

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

_____ Yes _____No

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.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and state Laws, and the rules and regulations of all authorities having jurisdiction over the purchase shall apply to the purchase throughout, and they will be deemed to be included the same as though herein written out in full.

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

Contractor/Vendor Disclosure

Company Name: BECKWITH ELECTRIC

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

Immediate Relation includes:

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

_____

_____

_____

_____

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

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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 determine din 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 ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided.

Line Number	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.
	Description	Quantity	
	Specifications: A-6280A-COB02 Single Phase Capacitor Bank Control & Cabinet Assembly, including internal harness for independent phase Switch Status. Consists of the specifications included in this Section.		
1	A-6280A-COB02 Single Phase Capacitor Bank Control & Cabinet Assembly	15	
1a	M-6280A-6EL2200C0 Single Phase Capacitor Bank Control, including: - 6- 60 HZ - E-English - L- VAR/CURR W/VO 0-10V LPS - 2- CT W/200mA W/200mA Secondary Input - 20- SERIAL COM-2: NONE - C- Ethernet: Copper RJ-48 10/100 Base-T	Included in LINE 1	
1b	M-2980A-MCINB7E2YX Capacitor Cabinet Assembly Consists of the following: - M - NEMA 4X MOLDED LEXAN (M-002000) - CIN- POLE MT,CANNON INTEGRATED - B- BOTTOM INTERFACE HOLE - 7E- LINE, OPEN, CLOSE, NC &LTC RTN, NC POL, LC POL, NEUTRAL - 2- RADIO BRACKET WITH 12VDC PWR SUPPLY - Y- M-2980A INSTALLED ACCESSORIES B-1307 POLYPHASER 430-00482 SMA CABLE B-1307 FOR MOLDED CABINET B-1334-1 MOLDED INTR/SW - (CSR-2980A-COB1) 5-Pin Cannon Bulkhead Connector for independent phase switch status contacts	Included in LINE 1	

Line Number	Description	Quantity	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
2	430-00495-10 NEUTRAL CURRENT CT 50:0.2, 10 FEET (connects to junction box)	15	
3	B-1459-35 CABLE ASSY,7-PIN CANNON CONNECTOR, 35 FEET (mates to "7E" connector of M-2980A) *Option to extend to 45 FEET	15	
4	B-1382-40 CABLE ASSEMBLY, 5 PIN CANNON CONNECTOR, 40 FEET Mates to 5-pin harness for switch status	15	

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CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

BID FORM
IFB-21-30

The Total Bid Price shall include all costs to the City, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance and all other costs to the City of Bentonville, Arkansas to cover the finished product delivered to the City.
The City of Bentonville is not sales tax exempt. The City of Bentonville Sales tax rate is 9.5%.
Delivery will be made within the City limits of Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Price, where equipment presented meets the City's specifications. The City reserves the right to decrease quantities in the final order if it is in the City's best interest. The final order total will be calculated using the Unit Prices for the quantities of the order, plus sales tax.

Line Number	Quantity	City Specified Item Description	Unit Price (Per Item)	Extended Price (Quantity * Unit Price)
1	15	**A-6280A-COB02** **Single Phase Capacitor Bank Control & Cabinet Assembly** **Including internal harness for independent phase Switch Status, including all 'inclusive' components (see Specifications)**	$ $2, 314.00	$ 34,710.00
2	15	**430-00495-10** **NEUTRAL CURRENT CT 50:0.2, 10 FEET (connects to junction box)**	$ $74.00	$ 1,110.00
3	15	**B-1459-35** **CABLE ASSY,7-PIN CANNON CONNECTOR, 35 FEET** **(mates to "7E" connector of M-2980A)**	$ $231.00	$ 3,465.00
3a	15	**Price to extend to 45 FEET**	$ $247.00	$
4	15	**B-1382-40** **CABLE ASSEMBLY, 5 PIN CANNON CONNECTOR, 40 FEET Mates to 5-pin harness for switch status**	$ $151.00	$ 2,265.00
			Subtotal:	$
			Sales Tax:	$ NA
			TOTAL BID PRICE:	$

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	IFB-21-30	**Solicitation Title:**	(15) Beckwith Control-Cabinet Assemblies and Components
Addendum Number:	1	**Date of Issuance:**	April 29, 2021

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 25, 2021.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response Document (such as a Bid Pricing Sheet or Specifications) is included herein, Bidders must use only the Amended Form for response in their Bid Submission.

This Addendum Number 1 consists of 3 page(s).

Specifications:

1.0 The Specifications for the components have been modified to include amended model/part numbers and included components. The Amended Specifications are included herein, beginning on Page 2 of this Addendum Number 1. These Amended Specifications shall replace the Specifications included in the original Bidding Documents(Bid Packet) and are required to be included in any Bid Submission to IFB-21-30.

a. Failure to include the Amended Specifications and failure to respond if items proposed are 'As Specified' may result in rejection of the Bid Submission to being non-responsive.

Bid Form:

2.0 The Bid Form(Bid Pricing Sheet) for IFB-21-30 has been modified to include the amended model/part numbers and is included herein, on Page 4 of this Addendum Number 1 . This Amended Bid Form shall replace the Bid Form included in the original Bidding Documents and is required to be included in any Bid Submission to IFB-21-30

a. Failure to include the Amended Specifications and failure to respond if items proposed are 'As Specified' may result in rejection of the Bid Submission to being non-responsive.

[AMENDED SPECIFICATION SHEET & AMENDED BID FORM FOLOWS]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Line Number	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.
	Description	Quantity	
	Specifications: A-6280A-COB03 Single Phase Capacitor Bank Control & Cabinet Assembly, including internal harness for independent phase Switch Status. Consists of the specifications included in this Section.		
1	A-6280A-COB03 Single Phase Capacitor Bank Control & Cabinet Assembly	15	X
1a	M-6280A-6EL2200C0 Single Phase Capacitor Bank Control, including: - 6- 60 HZ - E-English - L- VAR/CURR W/VO 0-10V LPS - 2- CT W/200mA Secondary Input - 20- SERIAL COM-1: RS-232 - 0-SERIAL COM-2: NONE - C- Ethernet: Copper RJ-48 10/100 Base-T - 0- NO CUSTOMER SPECIFIC REQUIREMENTS	Included in LINE 1	

ADDENDUM TO SOLICITATION

Line Number	Description	Quantity	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
1b	M-2980A-MCINB7EBYX Capacitor Cabinet Assembly Consists of the following: - M - NEMA 4X MOLDED LEXAN (M-002804) - CIN- POLE MT,CANNON INTEGRATED - B- BOTTOM INTERFACE HOLE - 7E- LINE, OPEN, CLOSE, NC & LTC RTN, NC POL, LC POL, NEUTRAL - B- RADIO BRACKET - Y- M-2980A INSTALLED ACCESSORIES B-1307 POLYPHASER 430-00522 N MALE TO N MALE B-1307 FOR MOLDED CABINET B-1334-1 MOLDED INTR/SW - X- CUSTOMER SPECIFIC REQUIREMENTS (CSR-2980A-COB2) 5-Pin Cannon Bulkhead Connector for independent phase switch status contacts - 430-00570 40W Power Supply	Included in LINE 1	
2	430-00495-10 NEUTRAL CURRENT CT 50:0.2, 10 FEET (connects to junction box)	15	X
3	B-1459-35 CABLE ASSY,7-PIN CANNON CONNECTOR, 35 FEET (mates to "7E" connector of M-2980A) *Option to extend to 45 FEET	15	X
4	B-1382-40 CABLE ASSEMBLY, 5 PIN CANNON CONNECTOR, 40 FEET Mates to 5-pin harness for switch status	15	X

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

BID FORM

IFB-21-30

The Total Bid Price shall include all costs to the City, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance and all other costs to the City of Bentonville, Arkansas to cover the finished product delivered to the City.
The City of Bentonville is not sales tax exempt. The City of Bentonville Sales tax rate is 9.5%.
Delivery will be made within the City limits of Bentonville, Arkansas.

The Bid Award will be based on the lowest and most responsible Price, where equipment presented meets the City's specifications. The City reserves the right to decrease quantities in the final order if it is in the City's best interest. The final order total will be calculated using the Unit Prices for the quantities of the order, plus sales tax.

Line Number	Quantity	City Specified Item Description	Unit Price (Per Item)	Extended Price (Quantity * Unit Price)
1	15	A-6280A-COB03 Single Phase Capacitor Bank Control & Cabinet Assembly Including internal harness for independent phase Switch Status, including all 'inclusive' components (see Specifications)	$ 2,348.00	$ 35,220.00
2	15	430-00495-10 NEUTRAL CURRENT CT 50:0.2, 10 FEET (connects to junction box)	$ 93.00	$ 1,395.00
3	15	B-1459-35 CABLE ASSY,7-PIN CANNON CONNECTOR, 35 FEET (mates to "7E" connector of M-2980A)	$ 250.00	$ 3,750.00
3a	15	Price to extend to 45 FEET Part is B-1459-45= $269.00 Per Unit	$ 19.00 adder	$ 285.00 adder if extended to 45 feet
4	15	B-1382-40 CABLE ASSEMBLY, 5 PIN CANNON CONNECTOR, 40 FEET Mates to 5-pin harness for switch status	$ 170.00	$ 2,550.00
*Subtotal DOES NOT Include LN 3a			Subtotal:	$ *42,915.00
			Sales Tax:	$ N/A
*Total DOES NOT Include LN 3a			TOTAL BID PRICE:	$ *42,915.00

BECKWITH ELECTRIC CO., INC.
STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

To establish and maintain cordial relationships with customers (Customer) of Beckwith Electric Co., Inc. (Beckwith), these stipulations (Agreement) are the established terms and conditions for the sale of products, goods, equipment, and accessories (Products) and engineering services (Engineering Services) purchased by the Customer. Unqualified acceptance of this Agreement is required. Beckwith expressly limits acceptance to the terms of this Agreement and Beckwith's written quotation or contract. Customer expressly accepts this Agreement and Beckwith's written quotation or contract as the exclusive statements regarding the Products and Engineering Services. Beckwith hereby rejects any changes, exceptions, different, additional, or "boilerplate" terms proposed by Customer in its purchase order and/or Customer's terms and conditions in any of Customer's ancillary or incorporated-by-reference documents. Customer hereby acknowledges and accepts that any of its additional or different terms, or any terms inferred by any code, statute, or law, shall be ineffective. Beckwith shall incorporate any nonstandard terms into its contract or written quotation. All terms of this Quote shall be incorporated into and shall become a part of any further or additional agreement regarding these goods.

1. QUOTATIONS AND ACCEPTANCE: All prices quoted for purchase of Products and Beckwith Engineering Services performed at Beckwith's manufacturing plant shall remain firm for the number of days stated on the face of this Agreement. Charges for technical support services and Engineering Services at the Customer's field locations are quoted based on information available and shall be considered as an estimate. Beckwith agrees to use its best efforts to perform the Engineering Services listed on the face of this Agreement for the estimated total cost. If, at any time, Beckwith has reason to believe that costs which the Customer will be charged in the performance of the Engineering Services will exceed the price quoted, Beckwith may inform the Customer in writing with a revised estimate. The Customer shall respond to Beckwith in a manner to allow or disallow the continuance of the Engineering Services, whether completed or not, before the quoted price is exceeded or hereby accepts additional charges resulting therefrom. Orders and acceptances shall be in writing and subject to the terms and conditions set forth herein.

2. PRICES: Prices are quoted in U.S. dollars, F.C.A. Beckwith's manufacturing plant for international shipments and Ex Works Beckwith's manufacturing plant for domestic shipments. Additional services shall be charged at Beckwith's standard rates. Prices include standard commercial packing, unless otherwise specified. Cost for special packing for export will be to the account of the Customer. The prices of any Products and Engineering Services purchased by the Customer that are scheduled for shipment or performance on a date beyond a period of six months from date of receipt of the Customer's order are subject to increase or decrease by Beckwith, unless otherwise agreed to in writing. Products already shipped are not subject to price reduction. Orders under a previously accepted bid or a contract are not subject to this clause.

3. TAXES: Unless specifically stated, prices do not include any present or future federal, state, local, or foreign governmental tax, charge, or duty, that is or may be imposed on the Products and/or Engineering Services or on subsidiary articles or incorporated material. Any such taxes, charges, or duties shall be paid and/or borne by the Customer or added to invoices as separate items if paid by Beckwith, unless appropriate exemption certificates are furnished to Beckwith.

4. ACKNOWLEDGEMENT AND AGREEMENT: All representations relating to the Products and Engineering Services are contained in Beckwith's quotation to the Customer for the purchase of the Products and/or Engineering Services. Submission of an order by the Customer pursuant to a quotation by Beckwith signifies acceptance of the terms and conditions in this Agreement. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Agreement. The invalidity, in whole or in part, of any of the clauses or sections in this Agreement shall not affect the remainder of this Agreement. All provisions or obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept, or performed after termination or expiration of this Agreement, will survive and remain binding upon and for the benefit of the parties, their successors (including, without limitation, successors-by-merger) and permitted assigns.

5. DELIVERY, TRANSPORTATION, AND INSURANCE: Customer shall be responsible for all transportation charges for shipment of Products. Title and risk of loss shall pass to the Customer upon shipment. No subsequent loss or damage to the items shall affect the Customer's obligations under this Agreement. The Customer shall pay for all brokerage, taxes, insurance fees, and customs duties. Beckwith may make partial shipments. Prepayment by Beckwith of any such costs on the Customer's behalf shall not relieve Customer of its obligation to pay such costs. Beckwith shall have the right to change means of transportation and to route shipment when specific instructions are not included with the Customer's order. When the Customer's shipping instructions are vague, such as "ship best way" or "ship cheapest way," Beckwith shall neither accept, nor be responsible for any claims for alleged excess transportation cost. Unless the Customer instructs otherwise, shipments shall be insured at the Customer's expense for the selling price of the goods or at the maximum allowable by the method of shipment specified by the Customer.

6. DELAYED SHIPMENT AND STORAGE: Any Products on which manufacture or shipment is delayed by the Customer, or by causes which affect the Customer's ability to receive the Products, may be placed in storage by Beckwith for the Customer's account and risk. Customer shall pay all charges for storage, trucking, and other incidental expenses incurred by Beckwith. For delays due to Customer, Beckwith may invoice upon completion of manufacture or upon the date the Products would have been ready for shipment.

7. SECURITY INTEREST: Beckwith hereby retains a security interest in the Products until the Customer has paid in full under this Agreement. The Customer warrants that there will be no security interest in the Products superior to that of Beckwith's. The Customer shall give, execute, file, and/or record any notice, financing statement, instrument, or document necessary to create, preserve, and perfect Beckwith's security interest.

8. TERMS OF PAYMENT: Beckwith may require payment in U.S. dollars at time of order, in advance of delivery, or by irrevocable documentary letter of credit (sight draft) confirmed by any U.S. bank as a condition of acceptance of any order. For any orders involving a single price but multiple or partial shipments, a pro-rata payment, in an amount reasonably determined by Beckwith, shall be due prior to or upon each shipment at Beckwith's sole discretion. Terms of net 30 days from date of invoice may be offered by Beckwith in its sole discretion, subject to credit approval by Beckwith (see CUSTOMER CREDITS AND DEFAULTS). Terms of payment are effective from the actual date of invoice. Payment is considered as having been made on the date payment is received by Beckwith. Interest on any past-due payment or part thereof shall accrue at the rate of 1.5% per month beginning 30 days from the date of the invoice, or if this interest rate exceeds the maximum allowed by applicable law, then at the maximum lawful rate. All expenses of collection shall be paid by the Customer, including costs and reasonable attorney's fees.

9. FORCE MAJEURE: Beckwith shall have no liability whatsoever, nor shall purchase orders from the Customer be subject to cancellation, as a result of delays in delivery or failure of Beckwith to perform any of its obligations due to any cause beyond Beckwith's commercially reasonable control. In such an event, the specified delivery date shall be extended for a reasonable length of time but not less than the period of delay and its consequences.

10. ALL SALES FINAL: All sales to the Customer are final, and no Products may be returned without prior, written authorization from Beckwith. The facts of each case shall govern regarding any credit or refund in Beckwith's sole discretion. Special Products fabricated to order are not returnable under any circumstances or conditions.

11. WARRANTY AND REMEDY: Beckwith warrants that the following Products manufactured or created by Beckwith shall materially conform to Beckwith's published written specifications for such Products for ten years from the date of shipment: M-3425A Generator Protection Relay, M-2001D Digital Tapchanger Control, M-3311A Transformer Protection Relay, M-6280A Digital Capacitor Bank Control, M-6200A Digital Voltage Regulator Control, M-6283A Digital Capacitor Bank Control 3 Phase with Independent Phase Switching, M-4172/M-4272 Digital Motor Bus Transfer System and all M-76XX Protection and Control Products. All remaining products are warranted for five years from the date of shipment. Products failing to perform in material accordance with Beckwith's specifications shall be corrected as set forth herein; provided, however, that the Customer notify Beckwith in writing and ship the Products prepaid to Beckwith's manufacturing plant. Beckwith's hereby limits and disclaims liability on non-conforming products to the replacement of the Products or adjustment or repair of any affected part thereof, at Beckwith's sole discretion, and total liability shall not exceed the value of that replacement. The Customer shall assume all responsibility and expense for removal, reinstallation, (re)shipment, freight, and transportation costs in connection with this remedy and extend to replacement Products and affected parts furnished. The value of the unit shall not be invoiced to Beckwith at the time of return. Beckwith shall have the right of disposal of items and/or parts replaced. This shall constitute the exclusive remedy of the Customer and the sole liability of Beckwith for failure of the Products to perform as warranted.

NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY, AND ALL SUCH WARRANTIES ARE DISCLAIMED AND EXCLUDED BY BECKWITH.

Beckwith disclaims any coverage under this warranty if, in Beckwith's sole judgment, damage to the Products results from improper installation, storage, handling, or use; or unauthorized repair or modification of the Products; or as a result of normal wear and tear, discoloration, or rust; or if the Customer chooses not to implement any product-maintenance releases. Beckwith does not warrant any equipment or services of others whether or not incorporated in a product.

Beckwith MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE SET OUT ABOVE. BECKWITH MAKES NO WARRANTIES THAT ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

The Customer shall comply with all applicable laws on "duty to warn." Warranty shall not apply to any materials or parts furnished by the Customer, or acquired from others at the Customer's request and/or to the Customer's specifications and designs. This warranty shall also not cover damage due to events reasonably beyond Beckwith's control.

During the term of this Agreement, Beckwith has and shall maintain sufficient resources, facilities, and personnel so that the engineering, technical, and/or maintenance services provided under this Agreement shall be performed in a timely, skillful, professional, competent and workmanlike manner by qualified personnel familiar with Beckwith products and their operation, and the services provided shall exceed or conform to the standards generally observed in the industry for similar services. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED BY BECKWITH.

BECKWITH ELECTRIC CO., INC.
STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS AND SERVICES

12. LIMITATION OF LIABILITY: BECKWITH SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES WHATSOEVER OR CLAIMS OF ANY KIND WHETHER BASED ON CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL THEORY; OR FOR LOSS OF USE, REVENUE, OR PROFIT; OR FOR COST OF CAPITAL, PURCHASED POWER, SUBSTITUTE USE AND/OR PRODUCTS, FACILITIES, SERVICES, OR PERFORMANCE; OR FOR DOWNTIME COSTS; OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT, OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE; OR FOR CLAIMS BY THE CUSTOMER FOR DAMAGES OF THE CUSTOMER'S EMPLOYEES OR CUSTOMERS, REGARDLESS OF WHETHER THE CLAIM OR DAMAGE IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF BECKWITH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR CLAIMS. Beckwith's maximum liability under this Agreement shall be limited to the price of the Products and/or Engineering Services quoted which are related to the actual or alleged liability. Beckwith and the Customer hereby agree that the exclusions and limitations in this section are separate and independent from any remedies which the Customer may have under this Agreement and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed their essential purpose.

13. ORDER CHANGES: Order changes will be allowed under this Agreement only if, at the sole discretion of Beckwith, they are timely, reasonable, commercially practicable, and possible in terms of engineering. Upon receipt of any such notice in writing of order change, Beckwith shall notify the Customer as promptly as possible of changes in the price of, or the time required for performance of, the order, and an equitable adjustment shall be made in the contract price or delivery schedule, or both, prior to incorporating said changes into the manufactured article.

14. CANCELLATIONS: Orders are not subject to cancellation by the Customer, complete or partial, without Beckwith's written consent. Any reduction requested by the Customer in quantities ordered shall constitute a partial cancellation subject to this clause. Any order cancellation or reduction in quantity will be subject to a cancellation charge, as determined by Beckwith.

15. CUSTOMER CREDITS AND DEFAULTS: Accounts are opened only on approved credit. Beckwith reserves the right of declining to make deliveries whenever, for any reason, doubt as to the Customer's financial responsibility develops; and Beckwith shall not, in such event, be liable for non-performance of contract, in whole or in part. If the Customer shall fail to pay promptly, when due, any sum owing to Beckwith, or to perform according to the Agreement under this order or under any other order, placed prior to or after this order with Beckwith, or the Customer shall be adjudicated bankrupt or insolvent, or shall make a general assignment for the benefit of creditors, or if there shall be instituted by or against the Customer any proceeding under any bankruptcy, reorganization, arrangement, readjustment, or debt or insolvency law of any jurisdiction, or for the appointment of a receiver or trustee in respect of any of the Customer's property, and if such proceeding shall be instituted against the Customer, and it shall not be dismissed within 20 days, or if Beckwith shall reasonably believe that the Customer is unable to meet the Customer's debts as they mature, then, and in any such event, Beckwith may, in addition to exercising any or all other rights that Beckwith may have, require payment at time of order or payment in advance of delivery, and Beckwith may, upon written notice to the Customer at any time, terminate any one or more of such orders. Upon any termination pursuant to this clause, the Customer shall become obligated to pay to Beckwith the same sum in respect to each such order as if such order had been cancelled by the Customer with Beckwith's consent and settlement had been made on the basis set forth in Section 15 above (CANCELLATIONS).

16. WAIVER OF JURY TRIAL: EACH OF THE PARTIES WAIVES THE RIGHT TO TRIAL BY JURY IN ANY TRIAL OR OTHER PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17. NUCLEAR: It is agreed that, when the Products and/or Engineering Services furnished under this Agreement are to be used or performed in connection with any nuclear installation, facility, application, or activity, Beckwith shall have no liability for any nuclear damage, personal injury, property damage, or nuclear contamination to any property located at or near the site of the nuclear facility. The Customer hereby agrees to indemnify and hold Beckwith harmless against any and all liability whatsoever associated in connection with any nuclear installation, application, or facility, whether the alleged liability or damage is based on contract, tort, or otherwise, as well as waive, and require its insurers to waive, all rights of recovery against Beckwith, whether or not due to Beckwith's negligence. Nuclear installation or facility means any nuclear reactor and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations. It is the intention of the parties that this be a complete indemnification and hold-harmless agreement in favor of Beckwith regarding all claims arising from nuclear operations of the Customer.

18. INTELLECTUAL PROPERTY INFRINGEMENT: Subject to the limitations in this Agreement, Beckwith shall defend any suit or proceeding brought against the Customer if that suit or proceeding is based on a claim that any Product or Engineering Service furnished under this Agreement constitutes an infringement of any U.S. intellectual property rights. The Customer shall notify Beckwith promptly in writing of any such claim, suit, or proceeding and give Beckwith full and complete authority, information, and assistance (at Beckwith's expense) for defense of the suit. Subject to the foregoing, Beckwith shall pay damages and costs awarded in the suit against the Customer, but shall not be responsible for any settlement or compromise made without Beckwith's consent. In no event shall Beckwith's liability for such damages and costs (including legal costs) exceed the contractual value of the Products and Engineering Services supplied by Beckwith to the Customer that are the subject of the lawsuit. In providing such defense, or in the event that such Product or Engineering Service is held to constitute infringement and the use of the Product or Engineering Service is enjoined or is likely to be enjoined, Beckwith shall, in its sole discretion, either procure for Customer the right to continue using such Product or Engineering Service, or modify the Product or Engineering Service, so that such Product or Engineering Service becomes non-infringing, or remove an infringing Product and grant the Customer a credit for the depreciated value of such Product upon removal by, or return to, Beckwith. Beckwith's indemnity does not extend to claims of infringement arising from Beckwith's compliance with the Customer's design, specifications, and/or instructions, or use of any Product in combination with other products or in connection with a non-Beckwith manufacturing or other process, or from a modification of the Products or Engineering Services without the prior, written consent of Beckwith. This section's remedy is exclusive and constitutes Beckwith's sole obligation and liability for any claim of intellectual property infringement. Beckwith makes no warranty that Products and/or Engineering Services sold under this Agreement will not infringe any intellectual property rights.

19. INTELLECTUAL PROPERTY: The Customer hereby agrees that, as between the Customer and Beckwith, all inventions, patents, copyrights, derivative works, mask work rights, software programming, trademarks, tradenames, trade secrets, and all other intellectual property contained or used in, or related in any way to, the Products and Engineering Services shall be, and shall remain, the sole and exclusive property of Beckwith, with Beckwith having sole and exclusive ownership rights therein and title thereto, and none of such intellectual property is transferred to the Customer. Notwithstanding any provisions to the contrary (including provisions regarding transfer of title), the Customer hereby acknowledges that a sale of the Products and Engineering Services does not constitute a sale of any of Beckwith's intellectual property rights and does not convey any license by implication, estoppel, or otherwise covering the Products, Engineering Services, or the intellectual property contained in, or related to, all of those items, except solely that, conditioned upon the Customer's full performance of its obligations to Beckwith, the Customer shall receive a limited, nonexclusive, nontransferable right to use such intellectual property solely for the purpose of, and only to the extent necessary for, use of the Products and Engineering Services in accordance with Beckwith's published specifications and user documentation. The Customer shall not reverse-engineer, decompile, disassemble, translate, copy, modify, alter, or otherwise change any Products or parts (including, without limitation, any software) provided by Beckwith.

20. CONFIDENTIALITY: Buyer shall keep confidential and not disclose to any person or entity any information that Beckwith Electric designates as being confidential. Buyer shall not use Beckwith Electric's name or the fact that Buyer is purchasing Goods or Services from Beckwith Electric in any press releases, media statements or public communications or otherwise publicize the Agreement without prior approval of Beckwith. Buyer shall not use Beckwith Electric's (including its subsidiaries and affiliates) name, logos, trademarks, service marks, trade names, or trade secrets in any way, and Beckwith Electric shall not be deemed to have granted Buyer a license of or any rights in, any of the foregoing by entering into the Agreement. Beckwith Electric shall have the right to copy, use and disclose to third parties all documents, drawings and other information delivered in connection with the Agreement as needed to operate and maintain its facilities or businesses.

21. STATUTE OF LIMITATIONS: Except for the Customer's payment obligations hereunder, any lawsuit arising out of the transactions covered by this Agreement must be commenced not later than 12 months from the date the cause of action accrued.

22. LEGAL COMPLIANCE: The Customer shall, at all times, comply with all applicable federal, state, and local laws and regulations. Export of the Products covered by this Agreement may be subject to export license control by the government of the U.S. or another nation. It is the Customer's responsibility to obtain any licenses which may be required under the applicable laws of the U.S. or any other nation, including the U.S. Export Administration Act, Export Enforcement Act, and their promulgated regulations.

23. CHANGES IN LAW AND REGULATIONS: Beckwith's prices and timely performance are based on all applicable laws, rules, regulations, orders, codes, standards, or requirements of governmental authorities effective on the date of Beckwith's quote. Any change to any law, rule, regulation, order, code, standard, or requirement which requires any change to this Agreement shall entitle Beckwith to an equitable adjustment in the price and time of performance.

24. ASSIGNMENT: The Customer may not assign its rights or obligations under this Agreement without the prior, written consent of Beckwith. This Agreement shall be binding upon the parties, and their respective assigns or successors-in-interest.

25. WAIVERS: A waiver of any breach of any of the provisions of this Agreement shall not be construed to be a continuing waiver of the breaches of the same or other provisions of this Agreement.

26. NOTICES: All notices, demands, requests, and other communications which are required or permitted under this Agreement will be deemed duly given upon delivery with a signature by the recipient.

27. ATTORNEY'S FEES: If, upon the occurrence of any breach of this Agreement by the Customer, Beckwith shall have, in addition to all other amounts which may then be due or which may have accrued to date, the right to receive from the Customer all reasonable attorney's fees, together with Beckwith's collection expenses and court costs incurred in enforcing this Agreement.

28. ERRORS: Stenographic, typographical, and clerical errors are subject to correction.

29. ENFORCEABILITY AND GOVERNING LAW: The invalidity, in whole or part, of any of the foregoing terms and conditions shall not affect any other terms and conditions of this Agreement. Enforcement, validity, and interpretation of any provision of this Agreement shall be governed by the laws of the State of Florida, U.S.A., without reference to choice or conflict of laws principles, and any legal action or court proceeding shall be brought within the State of Florida, U.S.A. The application of the United Nations Convention on Contracts for International Sales of Goods shall be excluded.

Agenda Item Form

Date of City Council Meeting	**5/25/2021**
Department	**Electric**
Submitted by	**Travis Matlock**
Phone	**479-271-5941**

Item Type: (*Check Applicable Item Type*)

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

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

Bid award for IFB 21-31 for Licensed Radios to Logic, Inc. for $26,310.00. Approved at Utility Board 5-0.

Estimated Cost	**26,310.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

M E M O R A N D U M

DATE: May 25, 2021

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **IFB 21-31; Licensed Radios – Logic, Inc.**

Electric Dept. staff recommends awarding IFB 21-31 for licensed radios to Logic, Inc. for $26,310.00.

This is a 2021 budgeted item.

CITY OF BENTONVILLE

BID OPENING TABULATION SHEET

IFB-21-31 (15) 4RF-APRISA SR+ LICENSED RADIOS & ADDITIONAL COMPONENTS, AS SPECIFIED

THURSDAY, MAY 11, 2021 @ 2:00 PM

BIDDER NAME	TOTAL BID PRICE
LOGIC, INC.	$ 26,310.00

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING 1000 SW 14TH STREET BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: April 25, 2021

NOTICE TO BIDDERS

(15) 4RF-APRISA SR+ LICENSED RADIOS & ADDITIONAL COMPONENTS, AS SPECIFIED
Invitation For Bid (IFB)-21-31

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of fifteen (15) 4RF-APRISA SR+ Licensed Radios, and additional components as specified, for the City of Bentonville Electric Utilities Department (BEUD).

The City reserves the right to reject any or all bids and to waive informalities.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, from the Purchasing Office located at the address below, or by downloading the documents from the City's website by visiting http://bentonvillear.com/211/Purchasing and selecting 'Review Open Bids'. Bidders who download the Bid Packet are encouraged to notify Purchasing of the download to ensure they are on the distribution list for any Addenda and/or Q&A issued. Bidders who wish to deliver a bid submission prior to the bid opening date/time may do so by delivering the bid submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Bidders may also choose to deliver their bid submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-31 held at 2:00pm on Tuesday, May 11, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A239 on the 2nd floor, located at 1000 SW 14th Street Bentonville, AR 72712. All bid submissions must be received by Purchasing prior to the Public Bid Opening time. Late submissions and unsigned bid submissions will be rejected, without exception.

Interested parties may contact the Purchasing Office with any questions regarding submission details for this solicitation by calling (479) 271-3115 or by emailing purchasing@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-31	**Date of Issuance:**	April 25, 2021
Description:	FIFTEEN (15) 4RF APRISA SR+ LICENSED RADIOS AND ADDITIONAL COMPONENTS, AS SPECIFIED		
Requesting Department:	CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT (BEUD)		
Pre-Bid Meeting Information:	NO PRE-BID MEETING IS SCHEDULED FOR THIS SOLICITATION.		
Bid Bond Requirement:	BID BOND NOT REQUIRED FOR THIS SOLICITATION		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**MAY 11, 2021 AT 2:00 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Bid Opening Room – 2ND Floor – Room A239 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. 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 & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	MAY 5 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

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: LOGIC, INC. **Phone Number:** (800) 676-8805

Business Address (Full Street/City/State/Zip): 890 N. MART-WAY CT, OLATHE, KS 66061

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

Name of Contact Person: KEN NORRIS **Email:** knorris@logic-control.com

Signature of Authorized Person: [redacted] **Date:** 29 April, 2021

Printed or Typed Name: Kenneth E. Norris **Title:**

Arkansas Contractors License Number: NA **(Not required unless specified)**

Sales or Use Tax ID Number: KS 004-480942482

Bid Bond Included: ___ **Yes** X **No (only required if specified in this IFB Document)**

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CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville

2ND FLOOR

Administrative Services Building

1000 SW 14th Street

Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of fifteen (15) 4RF-APRISA SR+ Licensed Radios, and additional components as specified, for the City of Bentonville Electric Utilities Department (BEUD).

Substitute items will not be considered due to existing infrastructure and equipment currently in place.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

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

- **IFB document, all response fields complete.**

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

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 1000 SW 14th Street Bentonville, AR 72712
For Phone Calls: (479) 271-3115

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 fifteen (15) 4RF-APRISA SR+ Licensed Radios, and additional components as specified, for the City of Bentonville Electric Utilities Department (BEUD).

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the purchase and delivery of fifteen (15) 4RF-APRISA SR+ Licensed Radios, and additional components as specified, for the City of Bentonville Electric Utilities Department (BEUD).

Bidders shall adhere to all part numbers, model numbers and any other identifying information to ensure the items furnished meet the City's specification.

The City reserves the right to remove quantities if in the City's best interest. The quantities stated herein are not a guaranteed and may be adjusted, but will not be increased.

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DELIVERY

The City Of Bentonville requests delivery within a maximum of fourteen (14 weeks) after receipt of the City's purchase order, guaranteeing delivery prior to October 31, 2021. 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 __2__ weeks after receipt of City's purchase order.

Guaranteed to be delivered prior to October 31, 2021: _X_Yes __No (If no, what is the guaranteed delivery date?_____)

The item shall be delivered to the City of Bentonville Electric Department 3200 SW Municipal Dr. Bentonville, AR 72712.

NO SUBSTITUTIONS TO SPECIFICATIONS

Due to existing infrastructure and equipment currently in place, it is not in the City's best interest to purchase equipment other than the equipment specified herein. Substitute bid submissions will not be considered.

INVOICING

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

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712

Failure to submit invoices on time and to the correct address may result in delayed payment.

RIGHT TO TEST

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

INSPECTION

The City reserves the right to inspect the equipment upon delivery and to refuse signature of any delivery documents until a full inspection has been performed to verify that the delivered units meets the City's specifications. In the event that the delivered units fail to meet the City's specifications upon inspection, it is the awarded Bidder's sole responsibility to either replace the units with units meeting specifications or modify the unit to meet specifications at no additional cost to the City.

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

PAYMENT TERMS

[X] Net 30 days [ ] Other: _____

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

_____ Yes __X__ No

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.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and state Laws, and the rules and regulations of all authorities having jurisdiction over the purchase shall apply to the purchase throughout, and they will be deemed to be included the same as though herein written out in full.

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

Contractor/Vendor Disclosure

Company Name: LOGIC, 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.

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.** KEN **Initials**

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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 determine din 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 ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space provided.

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.**
Description	Quantity	
Part #APSQ-N928-SSC-HD-22-ENAA 4RF-Aprisa SR+ Licensed 928-960MHz Radios Base/Remote/Repeater Station Half Duplex RF Option 928-960 MHz 2 Ethernet Ports 2 Serial Ports Software Selectable Channel Series of 12.5 25 kHz and 50kHz FCC Part 24 and Part 101 IC RSS-119 and RS-134 Compliant Frequency Stability 1.0PPM	15	X

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CITY OF BENTONVILLE, ARKANSAS ADMINISTRATIVE SERVICES
PURCHASING OFFICE
1000 SW 14th Street Bentonville, AR 72712
BIDDERS: NOTE ADDRESS CHANGE INFORMATION IN THIS SOLICITATION

BID FORM
IFB-21-31

The Total Bid Price shall include all costs to the City, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance and all other costs to the City of Bentonville, Arkansas to cover the finished product delivered to the City.

The City of Bentonville is not sales tax exempt. The City of Bentonville Sales tax rate is 9.5%.

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

The Bid Award will be based on the lowest and most responsible price, where equipment presented meets the City's specifications.

The City reserves the right to decrease quantities in the final order if it is in the City's best interest. The final order total will be calculated using the Unit Price for the quantity of the order, plus sales tax.

Line Number	Quantity	City Specified Item Description	Unit Price (Per Item)	Extended Price (Quantity * Unit Price)
1	15	**4 RF Aprisa SR+ Licensed 928-960MHz Radios, inclusive of all components as specified.**	$ 1754.00 EACH	$ 26,310.00
			Subtotal:	$ 26,310.00
			Sales Tax: (9.5%)	$ NA
			TOTAL BID PRICE:	$ 26,310.00

Quotation

Quote No: Q508023
Date: 4/27/2021

4RF 900MHz MAS Radios for Capacitor Banks

Prepared For:
Wayman Thurman
Bentonville Electric Department
3200 SW Municipal Dr.
Bentonville AR 72712

Prepared by:
Ken Norris
Logic, Inc.
6085 Fee Fee Rd
Hazelwood, MO 63042
knorris@logic-control.com

Line No.	Part Number	Description	Quantity	Unit Price	Ext. Price
1	APSQ-N928-SSC-HD-22-ENAA	4RF SR+, BR, 928-960 MHz, SSC, Half Dup, 2E2S, EN, STD	15	$1,754.00	$26,310.00
			Total		**$26,310.00**

Terms:

All purchase order terms are net 30 days F.O.B. factory. Credit cards are charged upon shipment of order. The freight and prepaid insurance will be added to the invoice with standard shipping via UPS ground. Surcharges may incur for special delivery and/or payment by credit card. Prices are firm for thirty days. After that time, costs may be subject to escalation in the event of a price increase by the manufacturer.

Please send POs to purchasing@logic-control.com or fax to (913) 764-2828.

Q508023

Agenda Item Form

Date of City Council Meeting	**6/8/2021**
Department	**ENGINEERING**
Submitted by	**TRACY BILLINGS**
Phone	**(479) 696-0229**

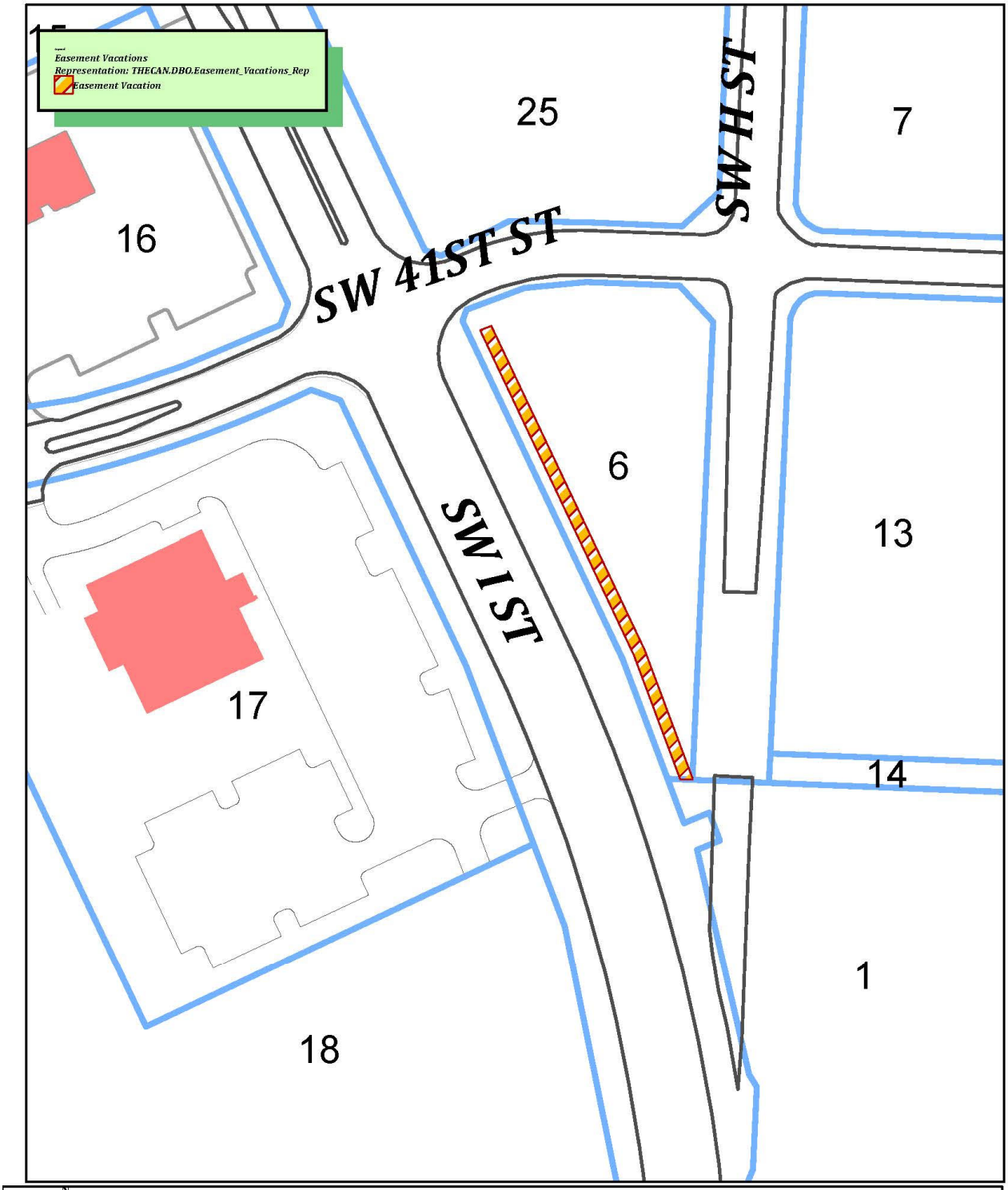
Item Type: Public Hearing and Ordinance					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☑ Ordinance	☐ Resolution	☐ Bid Award

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

Public hearing and ordinance vacating a Utility Easement requested for 801 SW 41st Street (VAC21-0009).

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

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


Easement Vacations
Representation: THECAN.DBO.Easement_Vacations_Rep
Easement Vacation
25
7
16
SW 41ST ST
SW H ST
6
13
SW 1 ST
17
14
1
18
N
W
E
S
1 inch = 100 feet
VAC21-0008
Proposed Easement Vacation

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 801 SW 41ST STREET OF EVERSOLE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0009).

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

A part of a twenty-foot (20') Grading, Drainage, and Utility Easement filed for record at Book 2009 Page 45864 also being part of Lot 6, Eversole Addition filed for record at Plat Book 2011 Page 120, Benton County, Arkansas and more particularly described as follows:

Commencing at five-eighths inch (5/8") rebar with PS 1304 cap marking the Southwest Corner of Lot 6, Eversole Addition: thence South 87°43'45" East along the south line of Lot 6, a distance of 10.84 feet to the Point of Beginning; thence North 20°28'58" West a distance of 111.37 feet; thence North 25°20'22" West a distance of 301.26 feet; thence North 69°28'49" East a distance of 10.04 feet to the corner of said 20' utility easement; thence along said utility easement the following courses and distances: South 25°20'22" East a distance of 300.84 feet, South 20°28'58" East a distance of 114.28 feet to the west line of an Arkansas Western Gas Easement filed for record at Book 94 Page 23959; thence along said gas easement, South 02°36'25" West a distance of 1.58 feet to the south line of Lot 6, Eversole Addition; thence North 87°43'45" West a distance of 10.17 feet to the Point of Beginning.

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

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

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

A part of a twenty-foot (20') Grading, Drainage, and Utility Easement filed for record at Book 2009 Page 45864 also being part of Lot 6, Eversole Addition filed for record at Plat Book 2011 Page 120, Benton County, Arkansas and more particularly described as follows:

Commencing at five-eighths inch (5/8") rebar with PS 1304 cap marking the Southwest Corner of Lot 6, Eversole Addition: thence South 87°43'45" East along the south line of Lot 6, a distance of

10.84 feet to the Point of Beginning; thence North 20°28'58" West a distance of 111.37 feet; thence North 25°20'22" West a distance of 301.26 feet; thence North 69°28'49" East a distance of 10.04 feet to the corner of said 20' utility easement; thence along said utility easement the following courses and distances: South 25°20'22" East a distance of 300.84 feet, South 20°28'58" East a distance of 114.28 feet to the west line of an Arkansas Western Gas Easement filed for record at Book 94 Page 23959; thence along said gas easement, South 02°36'25" West a distance of 1.58 feet to the south line of Lot 6, Eversole Addition; thence North 87°43'45" West a distance of 10.17 feet to the Point of Beginning.

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 and Recorder
City of Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**6/8/2021**
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

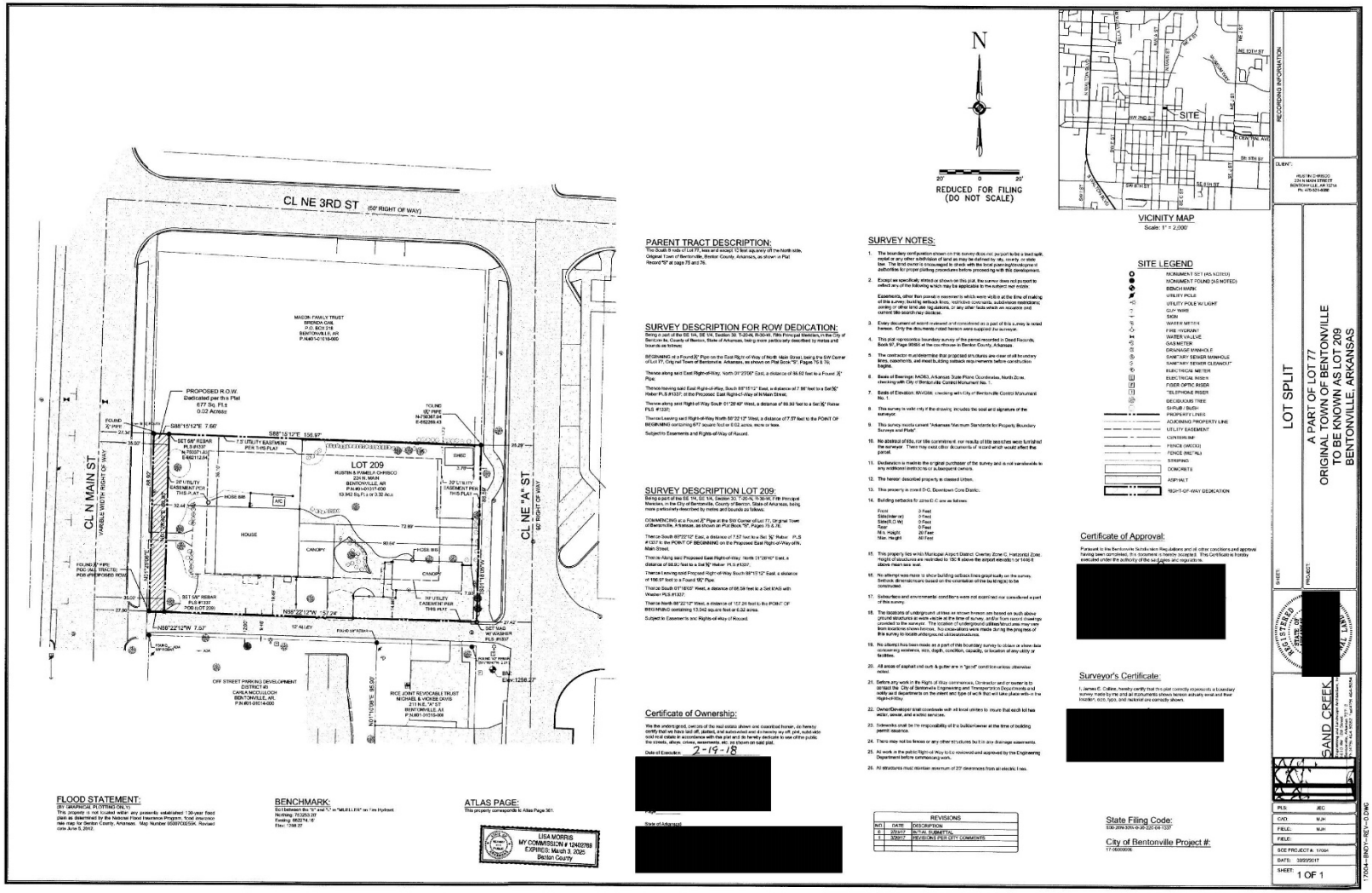
Recommendation/Suggested Action ***(Enter recommendation in space below):***

Public hearing and ordinance vacating a Utility Easement requested for 224 North Main Street, Bentonville Original (VAC21-0010).

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

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

Electronically Recorded 12027402 PG
Rhonda Peek-Washpool Clerk
Benton Co Circuit Clerk & Recorder



N

20' 0 20'

REDUCED FOR FILING (DO NOT SCALE)

VICINITY MAP
Scale: 1" = 2,000'

PARENT TRACT DESCRIPTION:

The South 9 rods of Lot 77, less and except 10 feet square off the North side, Original Town of Bentonville, Benton County, Arkansas, as shown in Plat Record "B" at page 75 and 76.

SURVEY DESCRIPTION FOR ROW DEDICATION:

Being a part of the SE 1/4, SE 1/4, Section 30, T-20-N, R-30-W, Fifth Principal Meridian, in the City of Bentonville, County of Benton, State of Arkansas, being more particularly described by metes and bounds as follows:

BEGINNING at a Found 3/8" Pipe on the East Right-of-Way of North Main Street, being the SW Corner of Lot 77, Original Town of Bentonville, Arkansas, as shown on Plat Book "B", Pages 75 & 76;

Thence along said East Right-of-Way, North 01°21'09" East, a distance of 85.02 feet to a Found 3/8" Pipe;

Thence leaving said East Right-of-Way, South 88°15'12" East, a distance of 7.66' feet to a Set 5/8" Rebar PLS #1337, at the Proposed East Right-of-Way of N Main Street;

Thence along said Right-of-Way South 01°20'49" West, a distance of 85.00 feet to a Set 5/8" Rebar PLS #1337;

Thence Leaving said Right-of-Way North 88°22'12" West, a distance of 7.57 feet to the POINT OF BEGINNING containing 677 square feet or 0.02 acres, more or less.

Subject to Easements and Rights-of-Way of Record.

SURVEY DESCRIPTION LOT 209:

Being a part of the SE 1/4, SE 1/4, Section 30, T-20-N, R-30-W, Fifth Principal Meridian, in the City of Bentonville, County of Benton, State of Arkansas, being more particularly described by metes and bounds as follows:

COMMENCING at a Found 3/8" Pipe at the SW Corner of Lot 77, Original Town of Bentonville, Arkansas, as shown on Plat Book "B", Pages 75 & 76;

Thence South 88°22'12" East, a distance of 7.57 feet to a Set 5/8" Rebar PLS #1337 & the POINT OF BEGINNING on the Proposed East Right-of-Way of N. Main Street;

Thence Along said Proposed East Right-of-Way North 01°20'49" East, a distance of 85.00 feet to a Set 5/8" Rebar PLS #1337;

Thence Leaving said Proposed Right-of-Way South 88°15'12" East, a distance of 158.97 feet to a Found 1/2" Pipe;

Thence South 01°19'02" West, a distance of 85.58 feet to a Set NAIL with Washer PLS #1337;

Thence North 88°22'12" West, a distance of 157.24 feet to the POINT OF BEGINNING containing 13,042 square feet or 0.32 acres.

Subject to Easements and Rights-of-Way of Record.

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 the plat and do hereby dedicate to use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: 2-19-18

[redacted]

State of Arkansas

[redacted]

SURVEY NOTES:

1. The boundary configuration shown on this survey does not purport to be a land split, replat or any other subdivision of land as may be defined by city, county, or state law. The land owner is encouraged to check with the local planning/engineering authorities for proper platting procedures before proceeding with this development.
2. Except as specifically stated or shown on this plat, the survey does not purport to reflect any of the following which may be applicable to the subject real estate:

   Easements, other than parcel's easements which were visible at the time of making of this survey; building setback lines, restrictive covenants, subdivision restrictions; zoning or other land use regulations, or any other facts which an accurate and current title search may disclose.
3. Every document of record reviewed and considered as a part of this survey is noted hereon. Only the documents noted hereon were supplied for review.
4. This plat represents a boundary survey of the parcel recorded in Deed Records, Book 97, Page 90865 of the courthouse in Benton County, Arkansas.
5. The contractor must determine that proposed structures are clear of all boundary lines, easements, and meet building setback requirements before construction begins.
6. Basis of Bearings (NAD83, Arkansas State Plane Coordinates, North Zone, checking with City of Bentonville Control Monument No. 1.
7. Basis of Elevation: NAVD88, checking with City of Bentonville Control Monument No. 1.
8. This survey is valid only if the drawing includes the seal and signature of the surveyor.
9. This survey meets current "Arkansas Minimum Standards for Property Boundary Surveys and Plats".
10. No abstract of title, nor title commitment, nor results of title searches were furnished the surveyor. There may exist other documents of record which would affect the parcel.
11. Declaration is made to the original purchaser of the survey and is not transferable to any additional parties or to a subsequent owners.
12. The hereon described property is classed Urban.
13. This property is zoned D-C, Downtown Core District.
14. Building setbacks for zone D-C are as follows:

Front	0 Feet
Side(Interior)	0 Feet
Side(R.O.W)	0 Feet
Rear	0 Feet
Min. Height	20 Feet
Max. Height	40 Feet

15. This property lies within Municipal Airport District, Overlay Zone C, Horizontal Zone, Height of structures are restricted to 1301 ft above the airport elevation or 1446.8 above mean sea level.
16. No attempt was made to show building setback lines graphically on the survey. Setback dimensions based on the orientation of the building(s) to be constructed.
17. Subsurface and environmental conditions were not examined nor considered a part of this survey.
18. The locations of underground utilities as shown hereon are based on such above ground structures as were visible at the time of survey, and/or from record drawings provided to the surveyor. The location of underground utilities/structures may vary from locations shown hereon. No excavations were made during the progress of this survey to locate underground utilities/structures.
19. No attempt has been made as a part of this boundary survey to obtain or show data concerning existence, size, depth, condition, capacity, or location of any utility or facilities.
20. All areas of asphalt and curb & gutter are in "good" condition unless otherwise noted.
21. Before any work in the Right of Way commences, Contractor and or owner is to contact the City of Bentonville Engineering and Transportation Departments and verify as to departments on the extent and type of work that will take place with in the Right-of-Way.
22. Owner/Developer shall coordinate with all local utilities to insure that each lot has water, sewer, and electric services.
23. Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
24. There may not be fences or any other structures built in any drainage easements.
25. All work in the public Right-of-Way to be reviewed and approved by the Engineering Department before commencing work.
26. All structures must maintain a minimum of 27' clearances from all electric lines.

SITE LEGEND

- MONUMENT SET (AS NOTED)
- MONUMENT FOUND (AS NOTED)
- BENCH MARK
- UTILITY POLE
- UTILITY POLE W/ LIGHT
- GUY WIRE
- SIGN
- WATER METER
- FIRE HYDRANT
- WATER VALVE
- GAS METER
- DRAINAGE MANHOLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- ELECTRICAL METER
- ELECTRICAL RISER
- FIBER OPTIC RISER
- TELEPHONE RISER
- DECIDUOUS TREE
- SHRUB / BUSH
- PROPERTY LINES
- ADJOINING PROPERTY LINE
- UTILITY EASEMENT
- CONTOUR
- FENCE (WOOD)
- FENCE (METAL)
- STRIPING
- CONCRETE
- ASPHALT
- RIGHT-OF-WAY DEDICATION

Certificate of Approval:

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

[redacted]

Surveyor's Certificate:

I, James E. Callen, hereby certify that this plat correctly represents a boundary survey made by me and all monuments shown hereon actually exist and their location, size, type, and material are correctly shown.

[redacted]

REVISIONS		
NO.	DATE	DESCRIPTION
0	2/20/17	INITIAL SUBMITTAL
1	3/30/17	REVISIONS PER CITY COMMENTS

State Filing Code:

City of Bentonville Project #:
17-08000008

FLOOD STATEMENT:

(BY GRAPHICAL PLOTTING ONLY)
This property is not located within any presently established 100 year flood plain as determined by the National Flood Insurance Program, flood insurance rate map for Benton County, Arkansas. Map Number 05007C0035K. Revised date June 3, 2013.

BENCHMARK:

Set between the "S" and "U" on "MUELLER" on Fire Hydrant.
Northing: 753253.07
Easting: 692274.18'
Elev.: 1268.27

ATLAS PAGE:

This property corresponds to Atlas Page 361.

LISA MORRIS
MY COMMISSION # 12402769
EXPIRES: March 3, 2025
Benton County

RECORDING INFORMATION

CLIENT:
[redacted]

LOT SPLIT
A PART OF LOT 77
ORIGINAL TOWN OF BENTONVILLE
TO BE KNOWN AS LOT 209
BENTONVILLE, ARKANSAS

SHEET:
PROJECT:

[redacted]

SAND CREEK LAND SURVEYING, LLC
[redacted]

PLS:	JEC
CAD:	MJH
FIELD:	MJH
FILE:	
SCE PROJECT #:	11064
DATE:	3/20/2017
SHEET:	1 OF 1

11064-PHOTO-REV-0.DWG

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT 224 NORTH MAIN STREET OF BENTONVILLE ORIGINAL TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0010).

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

Easements to be released on Lot 209 of the Original Town of Bentonville, Arkansas as shown on Plat Record L201810373:

The West 20.00 feet of said Lot 209 as shown on Plat L201810373, LESS AND EXCEPT the South 5.00 feet thereof.

The East 20.00 feet of said Lot 209 as shown on Plat L201810373, LESS AND EXCEPT the South 5.00 feet thereof.

The North 15.00 feet of the South 20.00 feet of said Lot 209 as shown on Plat L201810373.

The North 7.00 feet of said Lot 209 as shown on Plat L201810373

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

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

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

Easements to be released on Lot 209 of the Original Town of Bentonville, Arkansas as shown on Plat Record L201810373:

The West 20.00 feet of said Lot 209 as shown on Plat L201810373, LESS AND EXCEPT the South 5.00 feet thereof.

The East 20.00 feet of said Lot 209 as shown on Plat L201810373, LESS AND EXCEPT the South 5.00 feet thereof.

The North 15.00 feet of the South 20.00 feet of said Lot 209
as shown on Plat L201810373.

The North 7.00 feet of said Lot 209 as shown on Plat L201810373

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
and Recorder
City of Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**6/8/2021**
Department	**Engineering**
Submitted by	**Andrea Jobe, Staff Engineer**
Phone	**(479) 254-2026**

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 the City to authorize payment for the irrigation system relocation at NWACC due to the improvements to Water Tower Road.

Estimated Cost	**$120,000**
Is this Item Budgeted?	☐ Yes ☑ No

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

Street Bond Fund.

City of Bentonville
Arkansas

Memo

To: City Council and Mayor Orman

From: Andrea Jobe, Staff Engineer

cc: Dan Weese, City Engineer; Dennis Birge, Transportation Director

Date: May 21th, 2021

Re: Resolution for Agreement of Understanding with NWACC

The attached Resolution and Agreement of Understanding with Northwest Arkansas Community College (NWACC) is for the City to pay for the relocation of landscape irrigation lines on the grounds of NWACC that are in conflict with the adjacent road improvements on Water Tower Road. Payment for the relocation is not to exceed $120,000 and will come from the Street Bond Fund.

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF BENTONVILLE

AND

NORTHWEST ARKANSAS COMMUNITY COLLEGE

RELATIVE TO

Irrigation Relocation due to Improvements to Water Tower Road

WHEREAS, the City of Bentonville (hereafter called the "City") intends to construct improvements to the section of Water Tower Road adjacent to Northwest Arkansas Community College (hereafter called "NWACC"), and

WHEREAS, the road improvements will require the relocation of landscaping irrigation on the grounds of NWACC, and

WHEREAS, NWACC plans to relocate their irrigation system.

It is therefore agreed between the City and NWACC as follows:

NWACC shall relocate the irrigation system so as to eliminate the conflict with the proposed City improvements. That the relocation shall involve approximately 835 linear feet of irrigation line to be relocated in the east parking lot, disturbing approximately 7650 square feet of grass landscaping and approximately 35 square feet of pavement. Said relocation shall be complete by September 1st, 2021.

The City pay for the irrigation relocation at a cost not to exceed $120,000, based on documented expenses provided by NWACC to the City.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2021.

NWACC

[redacted]

Jack D. Thompson, Executive Director of Operations

Northwest Arkansas Community College

CITY OF BENTONVILLE

_____

Stephanie Orman, Mayor

City of Bentonville

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT OF UNDERSTANDING WITH NORTHWEST ARKANSAS COMMUNITY COLLEGE FOR IRRIGATION LINE RELOCATION

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into a Memorandum of Understanding with Northwest Arkansas Community College for irrigation line relocation, as set forth in the agreement attached hereto as exhibit "A".

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

PASSED AND APPROVED this _____ day of _____, 2021

_____
Kirby Romines, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

Agenda Item Form

Date of City Council Meeting	**6/8/2021**
Department	**Administration**
Submitted by	**Debbie Griffin**
Phone	**(479) 254-2028**

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

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

Budget adjustment of $14,317.00 for repair to brick and mortar deterioration cracks of City Hall at 305 SW "A" Street. Brick and mortar deterioration of cracks discovered during rain event with substantial leaks and ceiling tile damage in Planning Department on 2nd floor of City Hall.

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

Estimated Cost	**$14,317.00**
Is this Item Budgeted?	☐ Yes ☑ No

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

Repairs will be paid out of genral fund reserves

Budget Adjustment Request

Date of City Council Meeting	6/8/2021
Department	Administration
Submitted by	Debbie Griffin
Phone	(479) 254-2028

Purpose of Budget Adjustment *(Enter purpose in space below):*

Brick and mortar deterioration of cracks discovered during rain event with substanial leaks and ceiling tile damage in Planning Department on 2nd floor of city hall. Quote and Pictures attached $14,317.00.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
101010	44430	Building Maintenance		$ 14,317.00
		Totals		$ 14,317.00
		Net Impact on Fund Balance	$	(14,317.00)
*Final Account Number will be determined by Accounting Department after approval and purchase				

ROBERTS-McNUTT
Waterproofing / Roofing

SUBCONTRACTORS
THE HEARTBEAT OF CONSTRUCTION
AMERICAN SUBCONTRACTORS ASSOCIATION

FAX/PHONE BID FORM

e-mail address: david@robertsmcnutt.com

Roberts-McNutt, Inc.
848 Old Wire Road
Springdale, AR 72764
(479) 725-1247
Fax (479) 725-1248

Bond Rate: 1.25%
License #: 9161221

Attn: Craig Peltier
Contractor: Oelke Construction

Project: COB Community Development
Waterproofing Proposal
Bid Date: 5/11/2021
Bid Time:

X	Labor/Materials Erected		Labor Only		Materials Only	F.O.B.

DIVISION SECTION	SCOPE OF WORK	AMOUNT OF BID

Roberts-McNutt, Inc proposes to furnish all labor, materials, equipment, insurance, and taxes as required to perform the following scope of work:

Provide for removal of the existing joint sealant at the vertical control joints on the south wall and install new to the same locations.

Grind out the existing mortar under the stone cap and cap stone joints and install new joint sealant at the high roof area.

Provide for pressure washing the south elevation.

Provide and apply a clear penetraiting sealer to the south elevation.

Total Price... $ 14,317.00

ALTERNATE(S):

Exculisions Anything not listed in the above proposal

Check List:
Per plans and specs: *N/A*
Sales tax included: *Yes*
Addenda received: *N/A*

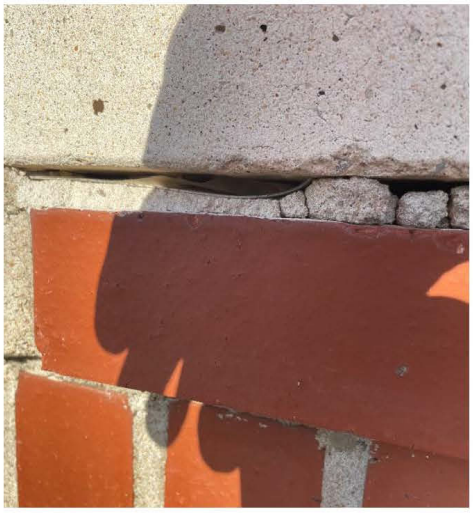
Estimate valid for *30* **days following bid date.**

Estimator: [redacted]
David McNatt

Signature of Acceptance

Notice: Payment due upon completion of work. Invoices not paid within 30 days are subject to penalties and finance charges. Invoices over 60 days are subject ot Material and Mechanics Liens being filed against the

April 19, 2021
Contractors photos of brick detoriation of 305 SW A – City Hall
Plenum air return pulls mositure/rain in thru these defects









Agenda Item Form

Date of City Council Meeting	**8-Jun-21**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson**
Phone	**(479) 464-7275**

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 Epoxy Coating Specialists through a competitive bid IFB 21-25 to purchase the installation of a new epoxy flooring at the Bentonville Community Center in the amount of $115,577.00. This item was budgeted for $101,000.00 in 2021 but bid prices came in higher than anticipated. A budget adjustment for $14,577.00 is submitted to allow the project to move forward.

Estimated Cost	**$115,577.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

This item was budgeted for $101,000 in 2021 but bid prices came in higher than anticipated. This budget adjustment for $14,577 is submitted to allow the project to move forward and will come out of available reserves.

Memo

To:	City Council, Mayor Orman
Thru:	David Wright, Parks and Recreation Director
From:	Wade Tomlinson, Parks Planner
Date:	May 15, 2021
Re:	Bid Award to Epoxy Coating Specialists via bid number IFB 21-25 for the installation of a new epoxy floor at a cost of $115,577.

Parks and Recreation Staff is requesting City Council's approval of bid IFB-21-25 to Epoxy Coating Specialists to install new epoxy floor coating for the natatorium area of the Bentonville Community Center (BCC).

Due to staining, normal wear and tear and anticipated life span of the highly used aquatic areas of the BCC, staff has bid a new epoxy floor coating to halt further flooring degradation and provide a new coating that will improve the appearance and safety of the aquatic areas of the BCC.

A bid was opened on April 28, 2021 by the purchasing department. The project will be awarded to Epoxy Coating Specialists. The Parks and Recreation Department had originally budgeted $101,000 for this project; however, likely due to increasing costs since the budget number was obtained, the bid price exceeded the budget amount by $14,577. Due to being over budget and not wanting to further increase the overall cost of the project, the bid alternate will not be awarded ($13,485.00) and the total award/contract price to Epoxy Coating Specialists will be $115,577.00.

If you have any questions regarding this item, please let me know. Please call me at 464-7275 or email wtomlinson@bentonvillear.com.

CITY OF BENTONVILLE
BID OPENING TABULATION SHEET
IFB-21-25 NEW EPOXY FLOORING AT THE BENTONVILLE COMMUNITY CENTER - INDOOR AQUATIC FACILITY
WEDNESDAY, APRIL 28, 2021 @ 1:30PM

Bidder Company Name	Proposed Item (Use 'As Specified' or 'Equivalent to Define)	Addendum 1 Acknowledged	Proof of Insurance	Appendix D Completed	Total Bid Price	Alternate 1 Price (Deduct)
Epoxy Coating Specialist	As Specified (Duraflex)	Y	Y	Y	$ 129,062.00	$ 13,485.00
	Alternate Item (Tennant) Proposed *(Determined Not to be Equivalent)*	[redacted]			$ 121,655.00	$ 12,247.00

CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATES: April 4, 2021; April 11, 2021

NOTICE TO BIDDERS
NEW EPOXY FLOORING AT THE BENTONVILLE COMMUNITY CENTER – INDOOR AQUATIC FACILITY
Invitation For Bid (IFB)-21-25

The City of Bentonville, Arkansas is accepting formal, sealed bids from properly qualified, licensed and experienced contractors for the installation of approximately 12,000 square feet (SF) of new Dur-a-Flex (Dur-a-Quartz) epoxy flooring to cover existing expoxy flooring and slab concrete in the leisure and competition pool areas of the Bentonville Community Center, inclusive of all labor, materials and equipment required to complete the work.

All Bids must be accompanied by a Bid Guarantee in the form of a bid bond, certified check, or cashier's check in the amount of 5% (five percent) of the Total Bid Price, payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract and execute performance and payment bonds after the Notice of Award has been issued. The Bid Guarantee shall provide that the Bidder or surety must pay the damage, loss, cost, and expense subject to the amount of the Bid Bond directly arising out of the Bidder's default in failing to execute and deliver the Contract and bonds. Personal checks and company checks are NOT acceptable as a Bid Guarantee. Any bid submitted shall be void unless accompanied by a cashier's check drawn upon a bank or trust company doing business in the State of Arkansas or by a corporate bid bond.

The City reserves the right to reject any or all bids and to waive informalities.

There will be an optional Pre-Bid Meeting (in-person) held on Thursday, April 15, 2021 at 2:00pm CST at the Bentonville Community Center to allow Bidders an opportunity to view the work area and field verify any needed measurements. The Community Center is located at 1101 SW Citizen Circle Bentonville, AR 72712; Bidders shall meet City staff at the Front Desk at 2:00pm after which the group will proceed to the work area. Attendence to the Pre-Bid Meeting is optional but highly encouraged. Parties interested in attended the Pre-Bid Meeting should review the 'Pre-Bid Meeting COVID-19 Precautions' in the IFB-21-25 Bidding Documents prior to attendance.

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. The Bid Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open Bids'; however, Bidders are encouraged to notify Purchasing that they have downloaded the Bid Packet to ensure they are on the distribution list for Addenda and/or Q&A. Bidders who wish to deliver a bid submission prior to the bid opening date/time may do so by delivering the bid submission to the Purchasing Office located on the 2nd floor of the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712. Bidders may also choose to deliver their bid submission at the Public Bid Opening, but must do so prior to the Public Bid Opening time.

There will be a Public Bid Opening for IFB-21-25 held at 1:30pm on Wednesday, April 28, 2021; the bid opening will be held at the City of Bentonville Administrative Services Building in Room A103 on the 1st floor, located at 1000 SW 14th Street Bentonville, AR 72712. All bid submissions must be received by Purchasing prior to the Public Bid Opening time. Late submissions, submissions which do not contain the required Bid Bond and unsigned bid submissions will be rejected, without exception.

WWW.BENTONVILLEAR.COM

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-25	**Date of Issuance:**	April 4, 2021 April 11, 2021
Description:	Installation of Epoxy and Concrete Flooring at the Benotnville Community Center		
Requesting Department:	CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT		
Pre-Bid Meeting Information:	OPTIONAL PRE-BID MEETING: APRIL 15, 2021 AT 2:00PM BENTONVILLE COMMUNITY CENTER – MEET AT FRONT DESK SEE DETAILS IN THIS IFB DOCUMENT FOR MORE INFORMATION		
Bid Bond Requirement:	5% Bid Bond Required with Bid Submission Performance & Payment Bond Required upon Award		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	**APRIL 28, 2021 AT 1:30 P.M. CST**
Bid Opening Location:	**City of Bentonville Administrative Services Building** Temporary Bid Opening Room – 1st Floor – Room A103 (located directly to the left when entering the building) 1000 SW A Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	**City of Bentonville Administrative Services Building** **Purchasing – 2nd Floor** 1000 SW 14th Street. 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 & Phone Number Bids which must be opened to be identified may be rejected. Bids which are not sealed or are opened upon delivery will not be accepted. Late bids, unsigned bids, or bids which do not contain a bid bond (when required) will be rejected, without exception. In accordance with Arkansas Procurement Laws and Rules, it is the responsibility of the Bidder to submit their bid submission correctly and to the designated location prior to the bid opening time.

Deadline for Submission of Requests for Information, Questions or Clarifications:	April 22 – 4:30 P.M. CST
Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.	

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

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: Epoxy Coating Specialists **Phone Number:** (913) 362-4141

Business Address (Full Street/City/State/Zip): 3940 S. Fierce St., Kansas City, KS 66103

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

Name of Contact Person: Luke McNeil **Email:** lmcneil@epoxyspecialists.com

Signature of Authorized Person: [redacted] **Date:** 4/26/2021

Printed or Typed Name: Luke McNeil **Title:** Sales Representative

Arkansas Contractors License Number: 70561439-SLS (REQUIRED)

Sales or Use Tax ID Number: 74-2740665

Bid Bond Included: ✓ Yes ___ No (only required if specified in this IFB Document)

[This space has been intentionally left blank]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

!IMPORTANT! THE PURCHASING OFFICE HAS MOVED!

The City of Bentonville Purchasing Office has moved to:

City of Bentonville
2ND FLOOR – PURCHASING
Administrative Services Building
1000 SW 14th Street
Bentonville, AR 72712

INTENT

The intent of this Invitation for Bid (IFB) is for the installation of approximately 12,000 square feet (SF) of new Dur-a-Flex (Dur-a-Quartz) epoxing flooring to cover existing expoxy flooring in the leisure and competition pool areas of the Bentonville Community Center, inclusive of all labor, materials and equipment required to complete the work.

RESPONSE DOCUMENTS

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

- IFB document, all response fields complete.
- Proof that Bidder maintains, or is able to acquire the required insurance, as stated herein in the 'INSURANCE' section of this IFB document.
- Appendix D- Bidder Qualifications

APPENDICES

- **APPENDIX A: DUR-A-QUARTZ SPECIFICATIONS (SPECIFICATIONS FOR THIS BID)**
- **APPENDIX B: DUR-A-QUARTZ PRODUCT DATA SHEET (SPECIFICATIONS FOR THIS BID)**
- **APPENDIX C: DUR-A-FLEX SUBMITTAL PACKAGE (SPECIFICATIONS FOR THIS BID)**
- **APPENDIX D: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**

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

CONTRACT TERM

The awarded bidder will be required to enter into a binding contract with the City of Bentonville, for the services listed herein. The term of the awarded Contract shall be based on the number of days required to complete the services.

WARRANTIES

The awarded Bidder shall furnish all product warranties to the City. The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a period of two (2) years.

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 of Bentonville Administrative Service ATTN: Purchasing Office (IFB-21-25) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

PRE-BID MEETING

There will be an optional Pre-Bid Meeting (in-person) held on Thursday, April 15, 2021 at 2:00pm CST at the Bentonville Community Center to allow Bidders an opportunity to view the work area and field verify any needed measurements. The Community Center is located at 1101 SW Citizen Circle Bentonville, AR 72712; Bidders shall meet City staff at the Front Desk at 2:00pm after which the group will proceed to the work area. Attendence to the Pre-Bid Meeting is optional but highly encouraged.

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting must wear a face mask at all times while inside City buildings and observe social distancing protocols when possible during the meeting. Bidders shall not allow a company representative to attend the meetings who is experiencing any COVID-19 symptoms or who is known to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meetings (Bidders shall send an alternate representative).

BID GUARANTEE

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

Bids received that do not include a bid guarantee, as specified in this Invitation for Bid, will be rejected without exception.

PERFORMANCE & PAYMENT BOND

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

BONDS – GENERAL

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

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

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

INSURANCE

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

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 – Each Occurrence

SCOPE

The City of Bentonville, Arkansas is soliciting bids for the installation of approximately 12,000 square feet (SF) of new Dur-a-Flex (Dur-a-Quartz) epoxing flooring to cover existing expoxy flooring in the leisure and competition pool areas of the Bentonville Community Center, inclusive of all labor, materials and equipment required to complete the work.

The Bentonville Community Center (BCC) is located at 1101 SW Citizen Circle Bentonville, AR 72712; the BCC was built in 2014 and opened in 2015. The building size is approximately 80,000 SF. The indoor aquatic facility within the building is approximately 30,000 SF and includes two pools and management offices. Approximately 12,000 SF of the 30,000 SF aquatic facility is scheduled for a new epoxy flooring overlay. Over the course of the life of the epoxy flooring staining has occurred that cannot be removed due to lack of seal.

The City of Bentonville is electing to install a new Dur-a-Flex (Dur-A-Quartz) epoxy floor to cover the existing epoxy floor found in the leisure and competition pool areas. The existing epoxy flooring of the aquatic facility is in multiple color patterns (colors are equivalent to Dur-a-Flex colors Q-28-22 and Q-28-17. The awarded Bidder will be responsible for all labor, materials and equipment to install a new epoxy floor that overlays the exact square foot area and color palette of the existing flooring.

The work shall be performed as specified herein, in all attached appendices and as otherwise directed or recommended by the product manufacturer, and as is industry standard and best practice. The attached

Appendix A, B, and C are Specifications for the performance of this work. The work shall be inclusive of installing the flooring and any necessary or recommended sealant.

The project has two types of work surfaces which the new epoxy flooring will be applied on top of. One surface has existing epoxy flooring; the second surface has slab concrete as found in aquatic offices and storage rooms. Installation over the slab concrete service is a Deductive Alternate in this Invitation for Bid.

The awarded Bidder will be required to work within a pre-established time frame. The work areas will be available 24-hours a day starting at close of business Saturday, August 14 until end of business Friday, August 20th.

Bidders are responsible for field verifying measurements, the work site, and the full scope of work prior to submission of their bid. Attendence to the Pre-Bid Meeting is highly encouraged; appointments to have City staff walk Bidders through the area will not be permitted outside of the Pre-Bid Meeting.

DELIVERY

The City of Bentonville requests that the work begin at or after close of business Saturday, August 14, 2021 and be 100% complete and ready for occupancy at close of business on Friday, August 20, 2021. If this schedule cannot be met, Bidder must specify the date that Bidder is available to begin the work and the date that the work will be 100% complete and ready for occupancy. Failure to state delivery time obligates the Bidder to complete delivery by the City's requested delivery date. Extended delivery dates may be considered when in the best interest of the City. All deliveries will be to the City of Bentonville, Arkansas.

(REQUIRED RESPONSES)

Date work will begin (no earlier than close of business Saturday, August 14, 2021) :

8/14/2021

Date work will be 100% complete: 8/21/2021

EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

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

INVOICING

The awarded Bidder shall provide an invoice to the City's designated contact for this Contract for approval upon 100% completion. Invoices may be mailed to the City's Accounts Payable Office; however, the invoice will require approval from the Bentonville Parks and Recreation Department prior to issuing payment.

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th ST
Bentonville, AR 72712

The City will provide payment, by check, within fourteen (14) days of receipt of the approved invoice.

PAYMENT TERMS

☑ Net 30 days ☐ Other: _____

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.

DAMAGES

Any damage occurring to City(public) or private property within the worksite areas or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

REFERENCES/APPENDIX D

The City reserves the right to request references and to contact those references as part of the evaluation of bids submitted to this Invitation for Bid. The City reserves the right to use the information gained from contacting references or from reviewing a Bidder's prior performance with the City in the evaluation of bids, including but not limited to evaluating a Bidder's prior performance of the same or similar scope of work for the City or any other entity for whom the Bidder has performed work. The City reserves the right to request additional information 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.

SUBCONTRACTOR LICENSING IN THE STATE OF ARKANSAS

Subcontractors who submit proposals in excess of $50,000.00 must have a current Arkansas State Contractor's License.

a. As a condition to performing construction work for and in the State of Arkansas, all prime contractors shall use no other subcontractors when the subcontractors' portion of the project is Fifty Thousand Dollars ($50,000.00) or more, except those licensed by the Contractors Licensing Board and qualified in:
   1. Mechanical, indicative of heating, air-conditioning, ventilation, and refrigeration;
   2. Plumbing;
   3. Electrical, indicative of wiring and illuminating fixtures; and

b. In the event the prime contractor is qualified and licensed by the Contractors Licensing Board, he may use his own forces to perform those tasks listed in this section as subcontractors in one (1) or more of the trades listed.

2. The prime contractor shall place the names of each subcontractor in a blank space to be provided following the Pricing Sheet of this bid. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provision of this Act be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. **If the prime contractor is performing the work for the trade listed, they must list their own company in the space provided.**

   *There are no mechanical, plumbing or electrical requirements expected in the performance of the work under this Invitation for Bid.

LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and state Laws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Pursuant to Arkansas Code Annotated § 22-9-203, the State encourages all small, minority, and women business enterprises to submit bids for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

Contractor/Vendor Disclosure

Company Name: Epoxy Coating Specialists

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

✓ Yes ____ No

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

Immediate Relation includes:

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

N/A

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    In the event of two or more identical low bids, award will be made to the lowest and most responsible and responsive bidders as determined by the City through 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.

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

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

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE – ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115
BIDDERS: NOTE ADDRESS CHANGES LISTED IN THIS IFB DOCUMENT

SPECIFICATIONS SECTION (REQUIRED REPONSE)

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

PRODUCT SPECIFICATIONS		
SPECIFICATION DESCRIPTION	**Bidder must use this column to indicate "AS SPECIFIED" by placing an "X" in this column. DO NOT use this column to present equivalent items.**	**Bidder must use this column to indicate/describe an "EQUIVALENT" or a "SUBSTITUTE" item being offered to the City.**
Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
Bidder shall clean, prime, prep, install epoxy flooring per Dur-A-Flex specification 09 67-26 Quartz Flooring (or approved equivalent item). BIDDER MUST SPECIFY IF AN EQUIVALENT ITEM IS BEING PROPOSED AND PROVIDE SUFFICIENT INFORMATION IN THEIR BID SUBMISSION FOR THE CITY'S REVIEW.	X	X
Bidder shall install new Dur-A-Flex, Dur-A-Quartz epoxy flooring as specified, in Dur-A-Flex colors Q-28-22 and Q-28-17, matching the existing square foot area and color palette of the existing flooring.	X	
Bidder shall follow all local, state, federal and OSHA laws during the performance of this work.	X	
Bidder shall keep the worksite clean and orderly during performance of the work and in-between performance. Bidder and Bidder's employees shall conduct themselves professionally when on-site.	X	

PRE-BID MEETING ATTENDENCE (REQUIRED RESPONSE)
Indicate below if Bidder attended the Pre-Bid Meeting for this Invitation for Bid.

___Yes, attended the Pre-Bid Meeting for IFB-21-25 ✓No, did not attend the Pre-Bid Meeting

16 Walked the project 4/21/21.

WARRANTIES (REQUIRED REPONSE)
Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

The following product warranty shall be furnished to the City upon completion of the work:

Manufacturer: Duraflex Product: Dur-A-Quartz Floor System
Description of Warranty: Standard Manufacturers Warranty per specification.

Workmanship Warranty:

Bidder warrants that the workmanship and material shall be free from defect for a period of 3 years upon the completion of the work.
Details: E.C.S. will warranty the workmanship for 3 full years after installation.

★ Tennant V/E Alternative offers a five year warranty.

[This space has been intentionally left blank]

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BIDDERS ACKNOWLEDGEMENT: ADDENDA & REQUIRED DOCUMENTS

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

Description	Bidder's Initials
Invitation for Bid document, executed with all fields completed.	
Proof of insurance, or the ability maintain, as defined herein.	
5% Bid Guarantee, as specified herein.	
APPENDIX A, B, C	
Inclusion of all Addenda, when applicable. Bidder, list Addenda included: Addendum #1 issued 4/23/21	
Performance & Payment Bond in an amount at least equal to the Total Unit Price Bid. ***(Due at Contract Signing)***	
Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured. ***(Due at Contract signing)*** Bidder's should use the following address for the City of Bentonville: City of Bentonville, Arkansas 1000 SW 14TH ST Bentonville, Arkansas 72712	

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PRICING SECTION

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work sites, hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such to complete the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, including but not limited to: **tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance and all other costs to the City of Bentonville, Arkansas to cover the finished work. The City of Bentonville is NOT exempt from sales tax.

Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

Deductive Alternate (1): The installation of the new epoxy flooring over the concrete areas (approximately 2,000 sq. ft.) is a deductive alternate.

The City reserves the right to award the project in any manner that is deemed in his best interest, or to reject any or all bids and to waive any irregularities. No Bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City. A period of time not to exceed sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

*LS – Lump Sum

Line Item	Unit of Measure/ Quantity	Description Duraflex - 11,625 square feet	Price
1	LS	Installation over Existing Epoxy Floor (Approx. 10,000 square feet) Clean, prime, prep, install epoxy flooring per Dur-A-Flex specification 09 67-26 Quartz Flooring (or approved equivalent item)	115,577.00 $ [illegible]
		Deductive Alternate	
2	LS	Installation over Existing Concrete Slab Floor (Approx. 2,000 square feet) Clean, prime, prep, install Epoxy Floor per Dur-A-Flex Specification 09-67-26 Quartz Flooring (or approved equivalent item)	$ 13,485.00
TOTAL BID PRICE (Stated in figures) (The sum of Line Item 1 and 2)		$	$129,062.00
TOTAL BID PRICE (Stated in words)		one hundred twenty-nine thousand sixty-two	

DEDUCTIVE ALTERNATE(S):

1) **Installation over Existing Concerete Slab Floor (approx. 2,000 square feet) – Clean, prime, prep, install epoxy floor per Dur-A-Flex Specification 09-67-26 Quartz flooring (or approved equivalent item).**

DEDUCT: $ 13,485.00

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PRICING SECTION

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work sites, hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such to complete the project in accordance with the specifications contained herein and as are industry standard and best practice when performing the type of work described herein.

Bid prices shall include all costs, including but not limited to: **tax,** all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance and all other costs to the City of Bentonville, Arkansas to cover the finished work. The City of Bentonville is NOT exempt from sales tax.

Total Bid Price: The award will be based on the lowest and most responsible Total Bid Price with all factors considered. The Total Unit Price Bid shall be written in words and in figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

Deductive Alternate (1): The installation of the new epoxy flooring over the concrete areas (approximately 2,000 sq. ft.) is a deductive alternate.

The City reserves the right to award the project in any manner that is deemed in his best interest, or to reject any or all bids and to waive any irregularities. No Bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City. A period of time not to exceed sixty (60) days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

*LS – Lump Sum

Line Item	Unit of Measure/ Quantity	Description: Tennant Alternate 11,625 ft	Price
1	LS	Installation over Existing Epoxy Floor (Approx. 10,000 square feet) Clean, prime, prep, install epoxy flooring per Dur-A-Flex specification 09 67-26 Quartz Flooring (or approved equivalent item)	$ 109,408.00
		Deductive Alternate	
2	LS	Installation over Existing Concrete Slab Floor (Approx. 2,000 square feet) Clean, prime, prep, install Epoxy Floor per Dur-A-Flex Specification 09-67-26 Quartz Flooring (or approved equivalent item)	$ 12,247.00
TOTAL BID PRICE (Stated in figures) (The sum of Line Item 1 and 2)		$ $121,655.00	
TOTAL BID PRICE (Stated in words)		one hundred twenty-one thousand six hundred fifty-five	

DEDUCTIVE ALTERNATE(S):

1) **Installation over Existing Concrete Slab Floor (approx. 2,000 square feet) – Clean, prime, prep, install epoxy floor per Dur-A-Flex Specification 09-67-26 Quartz flooring (or approved equivalent item).**

DEDUCT: $ $12,247.00

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SUBCONTRACTOR DISCLOSURE

Bidder shall submit the name of any subcontractors proposed to use, and the subcontractor's State Contractor's License Number (if applicable).

*No plumbing, electrical or mechanical work is expected in this Invitation for Bid

Subcontractor Name	Subcontractor State Contractor's License (if applicable)	Work to be Performed
N/A		

BIDDER DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation, Scope of Work and Specifications, has visited the actual location of the work and has consulted his sources of supply, and has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to pleas of any misunderstanding regarding the same.

Company Name: Epoxy Coating Specialists By (Authorized Person's Signature): [redacted]

Printed Name and Title: Luke McNeil - Sales Representative

Date: 4/26/21

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

Arkansas State Contractor's License Number: 70561439-SLS

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APPENDIX D

BIDDER QUALIFICATIONS
(REQUIRED RESPONSE DOCUMENT)

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BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

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

Contact Name	Contact Phone Number	Description of Work	Date/Date Range When Services Were Performed
David "Shane" Shadrick	573-340-8195	Therapy Pool Deck	April 2021
Thomas Bartlett	785-410-9178	Multiple Projects	1995 - Present
Dan Drake	913-486-8899	Multiple Projects	2016 - Present
Sayre Neil	405-888-6520	Gaillardia Country Club Pool Deck	2019
Creighton University	402-280-2597	Cole Johnson	2017 - Present

OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

Slim Chicken of Arkansas - Multiple Locations

Agenda Item Form

Date of City Council Meeting	**8-Jun-21**
Department	**Parks and Recreation**
Submitted by	**Wade Tomlinson**
Phone	**(479) 464-7275**

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 in the amount of $14,577.00 to for the Epoxy floor project at the Bentonville Community Center. This item was budgeted for $101,000.00 in 2021 but bid prices came in higher than anticipated. This budget adjustment for $14,577.00 is submitted to allow the project to move forward.

Estimated Cost	**$115,577.00**
Is this Item Budgeted?	☑ Yes ☐ No

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

This item was budgeted for $101,000.00 in 2021 but bid prices came in higher than anticipated. This budget adjustment for $14,577.00 is submitted to allow the project to move forward and will come out of available reserves.

Budget Adjustment Request

Date of City Council Meeting	25-May-21
Department	Parks And Recreation
Submitted by	David Wright
Phone	(479) 271-6813

Purpose of Budget Adjustment *(Enter purpose in space below):*

Parks and Recreation originally budgeted $101,000.00 for this project; however, likely due to increasing costs since the budget number was obtained, the bid price exceeded the budget amount by $14,577. Due to being over budget and not wanting to further increase the overall cost of the project, the bid alternate will not be awarded ($13,485.00) and the total award/contract price to Epoxy Coating Specialists will be $115,577.00.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	47390.00	Improvments Other than Building		$ 14,577.00
		Totals	$ -	$ 14,577.00
		Net Impact on Fund Balance	$	(14,577.00)

*Final Account Number will be determined by Accounting Department after approval and purchase