



BENTONVILLE CITY COUNCIL AGENDA

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of 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
City Hall**

**Monday, February 7, 2022 6:00 p.m.
305 S.W. “A” Street**

Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on February 7, 2022:**

https://us02web.zoom.us/webinar/register/WN_2bj95yRZSy2bwzv4qfD_Pw

**City Council Meeting
City Hall**

**Tuesday, February 8, 2022 6:00 p.m.
305 S.W. “A” Street**

Planning Commission Meeting Room

***If you would like to attend virtually, please register at the following link by 4:00 p.m. on February 8, 2022:**

https://us02web.zoom.us/webinar/register/WN_RzknvhuoT5WVWxgmqYXoQA

**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: January 25, 2022

AGENDA

1. An informational presentation of the Public Art Advisory Committee's 2022 Strategic Plan. **(Monday Night Only)** (Pages 11-15)
2. Ward Redistricting Information. **(Monday Night Only)**
3. Urban3 Presentation. **(Monday Night Only)**
4. ARPA Funding/Project Update. **(Monday Night Only)**
5. Bond Project Update. **(Monday Night Only)**
6. An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Parker Annexation) (Pages 16-39)
7. Planning:
 - 7a. **Ordinance accepting a Property Line Adjustment of part of existing Lot 1 and Lot 4, Block E of Orchard Addition creating Lot 13, Block E of Orchard Addition to the City of Bentonville, Arkansas (Project Number: PLA21-0064) 702 SE D Street.**

(Pages 47-49)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of part of existing Lot 1 and Lot 4, Block E of Orchard Addition creating new Lot 13 (+/- 0.22 acres), Block E of Orchard Addition. Additional right-of-way is being dedicated along SE 7th Street to meet the requirements of the Master Street Plan. The plat dedicates additional utility easements to serve the newly created lot.

- 7b. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential (Project Number RZ21-0080). 430 SE D Street.**

(Pages 50-57)

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as High Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

- 7c. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-1 Downtown Low-Density Residential. (Project Number RZ21-0081). 301 SW E Street.**

[\(Pages 58-66\)](#)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns along SW E Street.

- 7d. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-2 Downtown Medium-Density Residential. (Project Number RZ21-0085). Fillmore Street.**

[\(Pages 67-74\)](#)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These 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.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

- 7e(1). **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 General Commercial to Medium Density Residential. (Project number: RZ21-0087) SW Winstead Lane.**

(Pages 75-84)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These 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.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

- 7e(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-2, General Commercial to R-3, Medium-High Density Multifamily Residential (Project number: RZ21-0087) SW Winstead Lane.**

(Pages 75-85)

The Planning Commission voted 6-0, recommending approval.

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 before 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.

This rezone is consistent with the Regional Airport Boulevard Model Bock Development Program by using medium-density residential as a buffer between intense commercial and lower-density residential.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing R-3 zoning districts in the immediate area.

- 7f. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge (Project Number RZ21-0088) 702 SE D Street.**

(Pages 86-94)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

- 7g(1). **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 Estate to Medium Density Residential. (Project number: RZ21-0089) SE Tara Ridge.**

(Pages 95-112)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These 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.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

- 7g(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1 Agricultural to R-3 Medium-High Density Multifamily Residential (Project number: RZ21-0089) SE Tara Ridge.**

(Pages 95-114)

The Planning Commission voted 6-0, recommending approval.

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 before 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 areas as buffer or transitional zones between single-family and other uses not compatible with low-density residential development.

This rezone is consistent with the Regional Airport Boulevard Model Block Development Program by using medium-density residential as a buffer between intense commercial and lower-density residential.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing R-3 zoning districts in the immediate area.

- 7h. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of I-1, Light Industrial to C-2, General Commercial (Project Number RZ21-0090) 2403 SE J Street.**

(Pages 115-121)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Office. These areas include properties primarily dedicated to professional employment/office uses but can accommodate accessory commercial uses such as restaurant, service, or convenience uses oriented to serving office tenants. These areas can include stand-alone office buildings or be designed as multi-building office parks or campuses. These areas are considered lower-intensity development, relative to other commercial areas.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

The C-2 district is established to be the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

This rezoning request is consistent with the Future Land Use Plan and the intent of the C-2 zoning district, as this lot is located off an Arterial road. Additionally, this request is consistent with surrounding land-use patterns as there are existing C-2 zoning districts in the immediate area.

- 7i(1). **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 High Density Residential to Downtown Commercial (Project Number: RZ21-0092).**

(Pages 122-131)

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as High-Density Residential. The applicant requests a change in the Future Land Use Plan to Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to active uses.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

- 7i(2). **Ordinance changing real estate in The City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge (Project Number: RZ21-0092).**

(Pages 122-133)

The Planning Commission voted 6-0, recommending approval.

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

This rezoning request is consistent with the intent of the Bentonville Community Plan and with surrounding land-use patterns as there are existing DE zoning districts within the same block.

- 7j. **Ordinance accepting a Property Line Adjustment of existing Lot 4 and all of existing Lot 5 of Dunn & Davis Addition creating new Lot 17 of Dunn & Davis Addition to The City of Bentonville, Arkansas (Project Number: PLA21-0056).**

(Pages 134-137)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of part of existing Lot 4 and all of existing Lot 5 of Dunn & Davis Addition creating new Lot 17(+/- 0.24 acres) of Dunn & Davis Addition. Additional right-of-way is being dedicated along SW A Street per the requirements of the current Master Street Plan. The plat dedicates additional utility easements to serve the newly created lot.

8. Utility Board:

- 8a. Staff is recommending the Bentonville Utility Board approve the purchase of a 2022 330G John Deere Skid Steer Loader w/ Bucket attachment from Stribling Equipment, LLC. This purchase will be through Sourcewell Contract ID # 032119-JDC. The purchase amount of said equipment is \$75,432.68 with taxes, deduct \$11,500.00 for trade-in of 2012 318D John Deere Skid Steer Loader w/ Bucket and Broom attachment VIN/ID NO. 1T0318DKVCG226073. For a total price of \$63,932.68. Utility Board passed 5-0. **(Pages 138-141)**
- 8b. Resolution to declare WRRF 2012 John Deere 318D Skid Steer loader w/ bucket and broom attachments VIN/ID #1T0318DKVCG226073 as surplus. Trade in value of said vehicle is \$11,500.00 toward initial purchase price of \$75,432.68 (tax included) for a 2022 John Deere 330G Skid Steer Loader. Utility Board passed 5-0. **(Pages 142-144)**
- 8c. Bid Award to Chemtade Bid Submission for IFB-21-91 Liquid Aluminum Sulfate for a delivered price of \$0.1056 per liquid pound. Aluminum Sulfate is used to assist in the phosphorous removal process in wastewater treatment. There were two (2) bids submitted the second bid arrived at \$0.159 per liquid pound. Utility Board passed Bid Award 5-0. **(Pages 145-199)**
- 9. Bid award for electric material in 2022 to the lowest bidders as shown on the attached bid tabulation in the amount of \$2,512,772.39, plus applicable taxes. To replenish stock levels and to prepare for upcoming projects. **(Pages 200-316)**
- 10. Bid award for street material in 2022 to Emery Sapp & Sons, Inc. DBA Hutchens Construction Company as shown on the attached bid tabulation in the amount of \$51,000.00, plus applicable taxes. Items will be ordered on 'as needed' basis. **(Pages 317-325)**
- 11. Bid award for water/sewer material for February - August 2022 to the lowest bidder as shown on the attached bid tabulation in the amount of \$555,685.55, plus applicable taxes. Items will be ordered on 'as needed' basis. **(Pages 326-365)**
- 12. Ordinance authorizing the Mayor and City Council to enter into an agreement with Holophane Lighting for decorative light fixtures/poles per the City of Bentonville's specifications in the amount of \$2,639,160.00, plus applicable taxes. This is a 'Single Source' item in the State of Arkansas. **(Pages 366-373)**
- 13. Ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$650,153.52, plus applicable taxes. This is a 'Single Source' item in the State of Arkansas. **(Pages 374-378)**
- 14. Ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for water meters per the City of Bentonville's specifications in the amount

of \$309,444.00, plus applicable taxes. This is a 'Single Source' item in the State of Arkansas. [\(Pages 379-383\)](#)

15. Ordinance authorizing the Mayor and City Council to enter into an agreement with Core and Main for Sensus 2" and larger water meters per the City of Bentonville's specifications in the amount of \$186,350.00, plus applicable taxes. This is a 'Single Source' item in the State of Arkansas. [\(Pages 384-390\)](#)
16. Public hearing and ordinance vacating Street Right of Way requested by CEI Engineering for NE F Street at Enfield Road (VAC21-0032). [\(Pages 391-394\)](#)
17. Public hearing and ordinance vacating Street Right of Way requested by CEI Engineering for 609 Enfield Road (VAC21-0033). [\(Pages 395-399\)](#)
18. Resolution to setting public hearing for February 22, 2022 to vacate an Alley Right of Way at Block 5, Lot 1 of Gilmore's Addition (VAC21-0013). [\(Pages 400-402\)](#)
19. Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of \$155,169.00 to provide transit service to Bentonville citizens in calendar year 2022 and waiving the requirement of competitive bidding. [\(Pages 403-407\)](#)
20. Resolution authorizing a budget adjustment for \$71,920.00. This budget adjustment is necessary to cover the cost of additional services related to the 8th street project. The original agreement with Universal Field Services was amended in 2020 to provide for these additional services, which Council approved. At the time, it was believed the cost would be covered with street bond funds, but in order to be consistent with the previously issued PO and contractually authorized funding sources, a budget adjustment is necessary in order to pay the funds from Street Reserve account. [\(Pages 408-414\)](#)
21. Ordinance requesting a Waiver of Bid for the purchase of uniforms for the Bentonville Fire Department employees. Due to uniform requirements, Galls LLC is able to supply all of the fire department needs and they have a location in Springdale Arkansas. [\(Pages 415-420\)](#)
22. Resolution declaring certain property surplus in the Bentonville Fire Department. A 2000 E-One Cyclone Fire Truck, and two Excellance Ambulances. [\(Pages 421-423\)](#)
23. Ordinance requesting City Council approve the replacement of one (1) Administrative Assistant II (Grade 17) with an Administrative Technician (Grade 18) in the Fire Department. NO budget adjustment is required to support this change. [\(Pages 424-426\)](#)
24. Ordinance requesting a waiver of bid to allow for the purchase of Uniforms from Galls, LLC in Springdale, Arkansas. The 2022 budget total allotment for Police Department Uniform Supplies is \$110,000.00. This includes dispatch uniforms, patrol uniforms, bike team uniforms, SWAT uniforms, bomb squad uniforms, leather gear, ballistic vest and other soft uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Patrol uniforms and replacement uniforms account for the largest portion of this expense and represents about \$60,000.00 of this total. Factors such as new employees, employment turnover, and general wear and tear, determine the actual yearly expense related to Patrol Uniforms and replacements. The department currently uses Galls for such

uniform and uniform related needs. Being located in Springdale, this provider promotes safety and convenience by allowing local, timely and cost effective uniform measuring, fitting, alterations, and availability. This waiver of bid has been internally reviewed by the City's Purchasing Manager and would not exceed the budgeted amount, duplicating 2021 and previous years. **(Pages 427-431)**

25. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Kristen Bernards to offer swim instruction for Bentonville Parks and Recreation. **(Pages 432-436)**
26. Resolution authorizing the Mayor and City Clerk to enter into an agreement with Sarah Gwin to offer swim instruction for Bentonville Parks and Recreation. **(Pages 437-441)**
27. Ordinance approving a Waiver of Bid in the amount of \$118,679.00 to Arkansas United States Specialty Sports Association to provide sports officials for Bentonville Parks and Recreation. Parks and Recreation utilizes a provider for sports officials for recreational league play. The provider recruits, trains, schedules, and pays the officials and will invoice BPR for the services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates a one point of contact, which makes this process much more efficient. **(Pages 442-450)**
28. Ordinance approving a Waiver of Bid in the amount of \$39,000 to Wize Academy to offer youth camp programs for Bentonville Parks and Recreation. Parks and Recreation utilizes professional camp providers to offer youth camp programs to the community. Wize Academy is specially trained to provide high quality STEM themed camps to youth in Northwest Arkansas. **(Pages 451-458)**
29. Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$20,000.00 from Bentonville Youth Baseball to be used for public art at Phillips Park. **(Pages 459-461)**
30. Resolution authorizing a budget adjustment and for the Mayor and City Clerk to enter into an amended agreement with Ecological Design Group for the design of the future 28th Street Park to include construction observation services. **(Pages 462-467)**
31. Resolution seeking City Council approval of Change Order #1, in the amount of \$15,668.00, for the Animal Services Facility. This change order addresses changes in building materials and security cameras for the facility. **(Pages 468-474)**
32. City Council affirming the Mayor's recommendation for the Housing Affordability Work Group. The Mayor recommends Awais Amin, Debbie Martin, Jeff Webster, John "Ben" Van Kleef, Paige Sauerwein, and Patti Constantakis to serve on "The Work Group" for a term of one (1) year. **(Pages 475-496)**
33. State of the City Report – Mayor Stephanie Orman.



Agenda Item Form

Date of City Council Meeting	2/7/2022
Department	Planning
Submitted by	Shelli Kerr
Phone	(479) 271-6822

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
An informational presentation of the Public Art Advisory Committee's 2022 Strategic Plan.					

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	



Strategic Plan 2022-2024



The PAAC envisions Bentonville with successful and engaging public spaces of distinctive character where citizens and visitors will encounter works of public art that will surprise and delight with artwork that celebrates the city's history, its entrepreneurial spirit, and growing diversity.



PROJECT ZONES

Parks
Trails
Arts District
City Gateways
North Walton Corridor

SUMMARY

The Bentonville Public Art Strategic Plan will be used as a roadmap to help city leadership and citizens understand the long-term value and direction of public art in Bentonville. It provides the Public Art Advisory Committee with a framework to make public art a reality. The PAAC is responsible for creating the plan then recommending it to the Mayor and City Council to ensure its implementation by encouraging City staff, other city Commissions and Boards and future councils in continued development of our public art program.



The plan:

- Establishes a vision for public art embracing Bentonville's entrepreneurial spirit.
- Identifies geographic priorities for focusing resources.
- Recommends the planning, funding, and decision-making processes necessary to achieve the vision.



CORE PRINCIPLES

- Foster diversity, equity, and inclusion
- Enhance the community's visual environment
- Promote awareness of the city's social, cultural, and historical composition
- Increase excitement, access, and engagement with public art



PUBLIC ART...

- Has the power to energize our public spaces and transform the places where we live, work and play.
- Helps green spaces thrive and enhances roadsides, pedestrian corridors and community gateways.
- Serves as a powerful economic force, attracting businesses and qualified workforces.
- Enhances public spaces and creates destinations in a community.
- Encourages people to fully appreciate and utilize public areas.
- Is an essential component of a community that strives to be distinctive.

The PAAC Team – *Serving our community*

Public Arts Advisory Committee

The Bentonville City Council first established a public art policy and the Public Art Advisory Committee (PAAC) on February 13, 2007, with Ordinance No. 2007-24. On August 20, 2012, Mayor Bob McCaslin appointed four members to establish the first active PAAC, which began meeting in October that year.

These founding members established a mission statement and core principles, created an application process and application form, and drafted an amendment to the public art policy. The amended ordinance was adopted on May 14, 2013, with Ordinance No. 2013-40.

2021 PAAC Members

Citizens – Steven Baker, Grant Cottrell, Kaitlin Garcia-Maestas, Tom Hoehn, Chad Nicholson, Kate Schaffer

Visit Bentonville - Kalene Griffith

City of Bentonville - City Council: Gayatri Agnew,
Parks and Recreation: David Wright and Josh Stacey,
Planning: Shelli Kerr



Goals and Strategies	2022 Action Items	Champions
GOAL 1 Build a public art collection of the highest quality to enhance Bentonville's growing art and cultural offerings - Acquire at least two works annually - Identify long-term needs or focus areas via a collection assessment - Establish a care and maintenance program and fund - Launch annual major work RFP (e.g. global search) - Create an Annual Work Program based on the Public Art Master Plan - Contribute to Bentonville Square programming.	- Prepare RFP for Cricket Pitch at 8th Street Gateway Park - Install "Letters" Project –Spring 2022 in Train Station Park - Prepare RFP for Phillips Park Sculpture	
GOAL 2 Improve awareness, accessibility, community engagement and celebrate public art in Bentonville. - Work with Visit Bentonville on printed and digital guides to public art and museums - Conduct annual RFP workshop with local artists - Work with the Public Library to publish a parents' guide to public art in Bentonville - Conduct a needs assessment around arts role in the community - Establish a quarterly art / artist spotlight series - Activate #BentonvillePublicArt using city social channels, signage, and communications and encourage others to use - Develop a marketing strategy for promoting new art installations.	- Adopt Marketing Strategy - Promote Train Station Park installation - Establish a quarterly artist spotlight	
GOAL 3 Forge public and private partnerships to support expansion - Partner with arts organizations to enable installations for more public art - Partner with Parks and Recreation to commission a work for the new Gateway Park and Cricket Fields	- Commission the "Physics of Being" for The Green - Prepare RFP for Cricket Pitch art	
GOAL 4 Integrate art into all public and private developments - Survey developers on their needs - Host a training opportunity/webinar for developers focused on incorporating art into development - Launch an annual award for a developer-led art installation in the community. - Annually update Developer Art Kit. - Seek additional funding options to leverage the city budget for public art. - Identify public improvement/facility projects where public art can be incorporated.	- Develop a development and public art webinar - Develop an award for public art in development.	

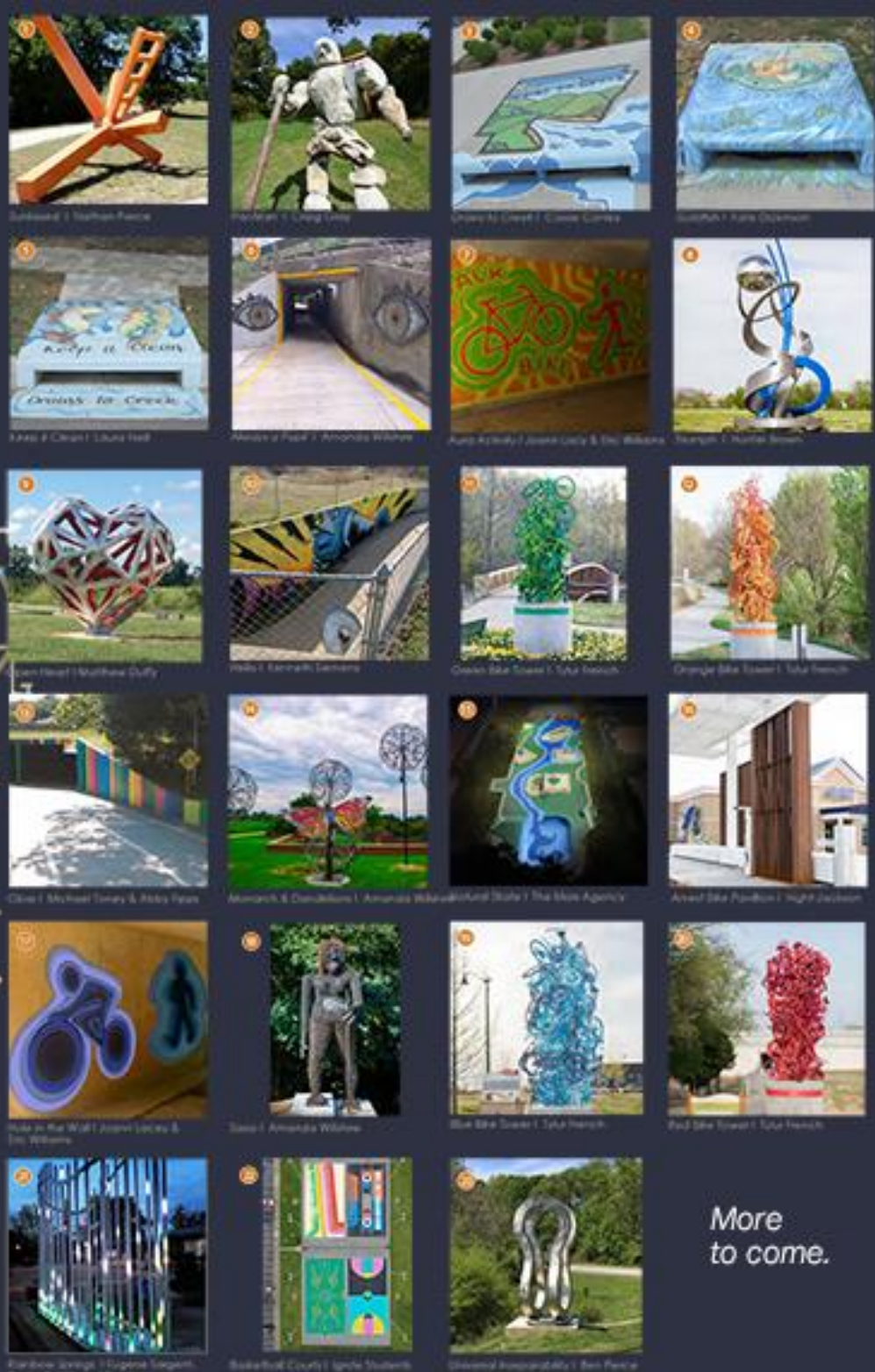


Public Art in Bentonville

THE CITY OF BENTONVILLE



PUBLIC ART ADVISORY COMMITTEE



1. Subliminal 1 Stephen Pearce

2. Mountain 1 Living Lines

3. Ozark Topography 1 Ed Pennebaker

4. Sunbath 1 Kara Chapman

5. Kneep 11 Crenshaw

6. Avenue 1 Paul 1 Amanda Wilkins

7. Pump 1 Jody 1 Joanne Lacy & Eric Williams

8. Sunbath 1 Kara Chapman

9. Sunbath 1 Kara Chapman

10. Sunbath 1 Kara Chapman

11. Sunbath 1 Kara Chapman

12. Sunbath 1 Kara Chapman

13. Sunbath 1 Kara Chapman

14. Sunbath 1 Kara Chapman

15. Sunbath 1 Kara Chapman

16. Sunbath 1 Kara Chapman

17. Sunbath 1 Kara Chapman

18. Sunbath 1 Kara Chapman

19. Sunbath 1 Kara Chapman

20. Sunbath 1 Kara Chapman

More
to come.

Partnership and/or Temporary Installations



NuPenny's Last Stand, Randy Regier
 Ozark Topography, Ed Pennebaker
 Liquid Shard Inspired, Napoleon Dezaldivar
 Truth Booth, Cause Collective In Search of the Truth
 Grow with this Tree, Tree & Landscape Committee
 Story Walk, Bentonville Public Library

Universal Inseparability, Ben Pierce
 Guide These My Hands, D. Hatch T. Manos
 Flight, Bob Doster
 Art Feeds, Sunshine School
 Box Turtle, Private Commission





Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Administration
Submitted by	Jim Wheeless
Phone	(479) 271-5926

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
An ordinance accepting the annexation of certain territory to the City of Bentonville, Arkansas, and making same a part of the City of Bentonville, and assigning same to wards. (Parker Annexation)					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



ORDINANCE NO. _____

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

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

WHEREAS, on the 4th day of January , 2022, the County Court of Benton County, Arkansas, entered an order authorizing annexation pursuant to § 14-40-609 of the Arkansas Code, finding that the petition met the requirements for annexation under that provision and directed the Clerk to forward the order to the Mayor of the City of Bentonville; and

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

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

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

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

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

PASSED AND APPROVED THIS _____ DAY OF February, 2022.

APPROVED: _____
HON. STEPHANIE ORMAN, Mayor

ATTEST: _____
HON. KIRBY ROMINES, City Clerk

EXHIBIT "A"
Parker Annexation

Naga Kriskna Pattapu_____18-09110-000

Parker Annexation
Exhibit 'B'

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the NE Corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21.

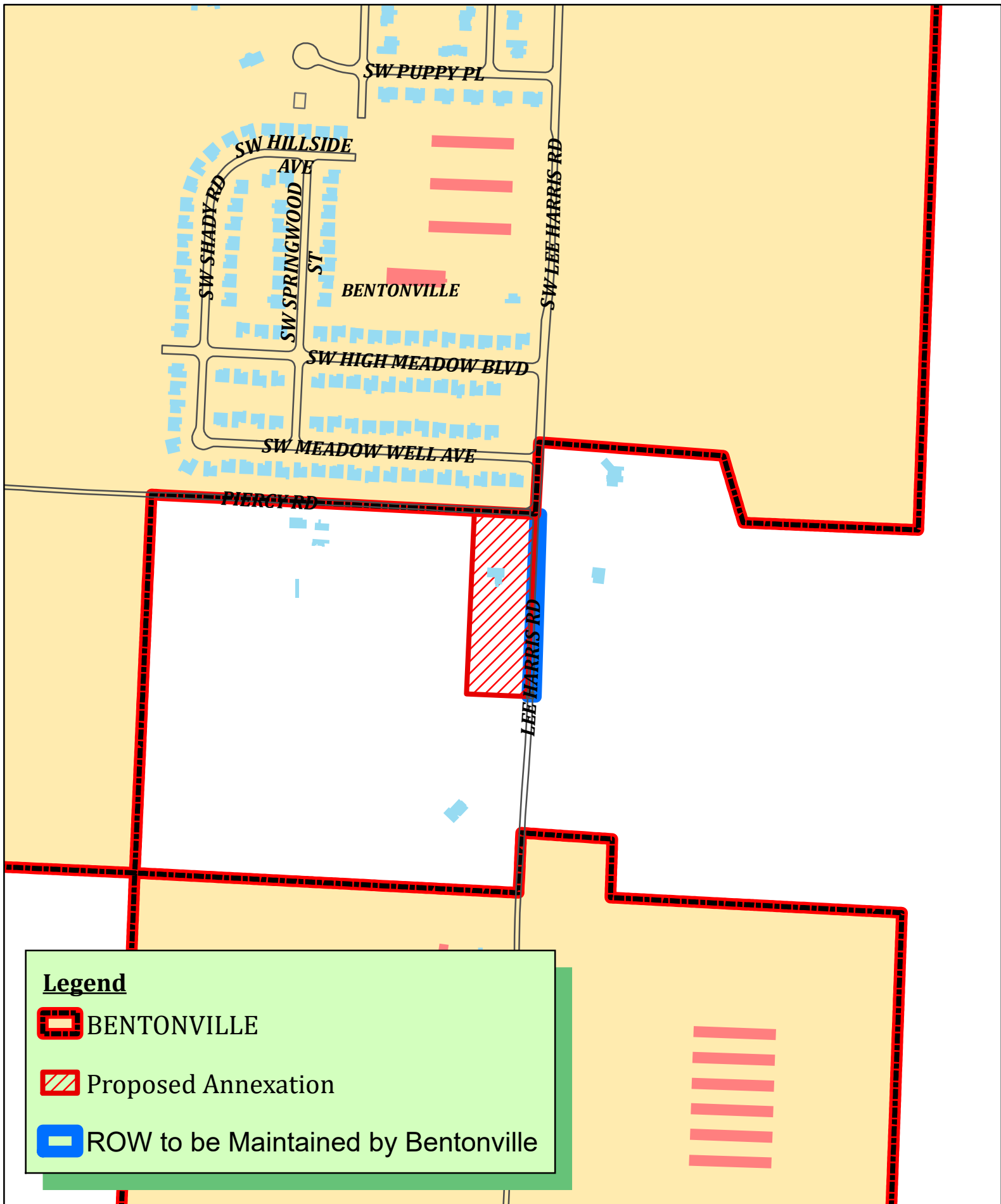
Thence West 208.7';
Thence South 626.1';
Thence East 208.7';
Thence North 626.1' to the Point of Beginning.

ROW to be Maintain by the City of Bentonville

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the NW Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21.

Thence S88°19'30"E, 20.00';
Thence S01°40'33"W, 626.03';
Thence N88°19'28"W, 29.46';
Thence N02°32'31"E, 626.10' to the Point of Beginning.



Legend



BENTONVILLE



Proposed Annexation



ROW to be Maintained by Bentonville



1 inch = 417 feet

Exhibit B
Proposed Annexation
Parker



BENTON COUNTY

STATE OF ARKANSAS

BETSY HARRELL

COUNTY CLERK & VOTER REGISTRAR

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

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

January 13, 2022

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

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

Dear Mayor Orman:

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

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

Please feel free to contact me if you have questions.

Sincerely,



BETSY HARRELL, County Clerk

enc

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

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

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

FILED

2022 JAN -4 AM 11:42

BETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR

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

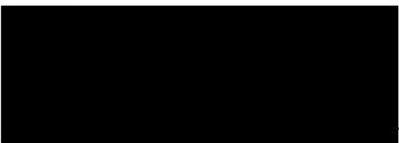
COUNTY COURT CASE NO. CC 2021-35

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

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

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

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


HON. BARRY MOEHRING, County Judge

1.4.2022

Date

2022 0039

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

FILED

2022 JAN -3 PM 3:11

BETSY HARRELL
CO & P. CLERK
BENTON COUNTY, AR
CC 2021-35

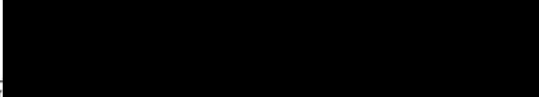
VERIFICATION OF PETITION FOR ANNEXATION PURSUANT TO ACA § 14-40-609

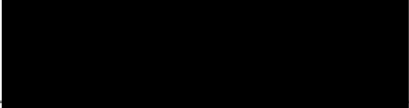
We, Betsy Harrell, County Clerk of Benton County, and Roderick Grieve, County Assessor of Benton County, attest as follows:

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

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

___ Additionally, we note that the legal description in the petition does include certain dedicated public roads and rights of way abutting or traversing the property to be annexed.


HON. BETSY HARRELL, County Clerk


HON. RODERICK GRIEVE, County Assessor



FILED

2022 JAN -3 PM 3:11

DETOY HANFELL
CO & PARISH CLERK
BENTON CO JUV. AR

Date: January 3, 2022, 2021
Subject: Proposed Annexation Checklist
CC 2021-35 Bentonville, AR

☒ (A) is in writing;

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

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

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

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

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

☒ Additionally, we note that the legal description in the petition does include certain dedicated public roads and rights of way abutting or traversing the property to be annexed.

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

FILED

2021 DEC -7 AM 10:35

BENTONVILLE
30 11 2021
CLERK

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

NO. 2021-35

PETITION FOR ANNEXATION – 100 % OF OWNERS PETITIONING

DATE: 11-29-2021

Come now the undersigned petitioners, and state as follows:

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

Refer to Exhibit "A"

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

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

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

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

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

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

FILED

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

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

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

FILED

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

2021 DEC -7 AM 10:35

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

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

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

[Redacted Signature]

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

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

18-09110-000

Parcel number of property to be annexed

ACKNOWLEDGMENT

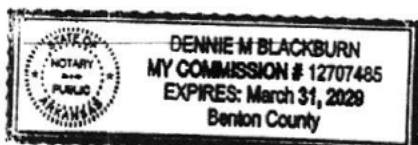
State of Arkansas)
) ss.
County of Benton)

On this the 12th day of November, 2021, before me, the undersigned officer, personally appeared Pattapu Nagakrishna known to me (or satisfactorily proven) to be the person whose name is subscribed above and acknowledged and attested that it was executed for the purposes therein apparent.

[Redacted Signature]

NOTARY PUBLIC

My Commission Expires:



[Redacted Signature]

FILED

2021 DEC -7 AM 10:35

Parker Annexation
Exhibit 'A'

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the NE Corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21.

Thence West 208.7';

Thence South 626.1';

Thence East 208.7';

Thence North 626.1' to the Point of Beginning.

ROW to be Maintain by the City of Bentonville

Part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

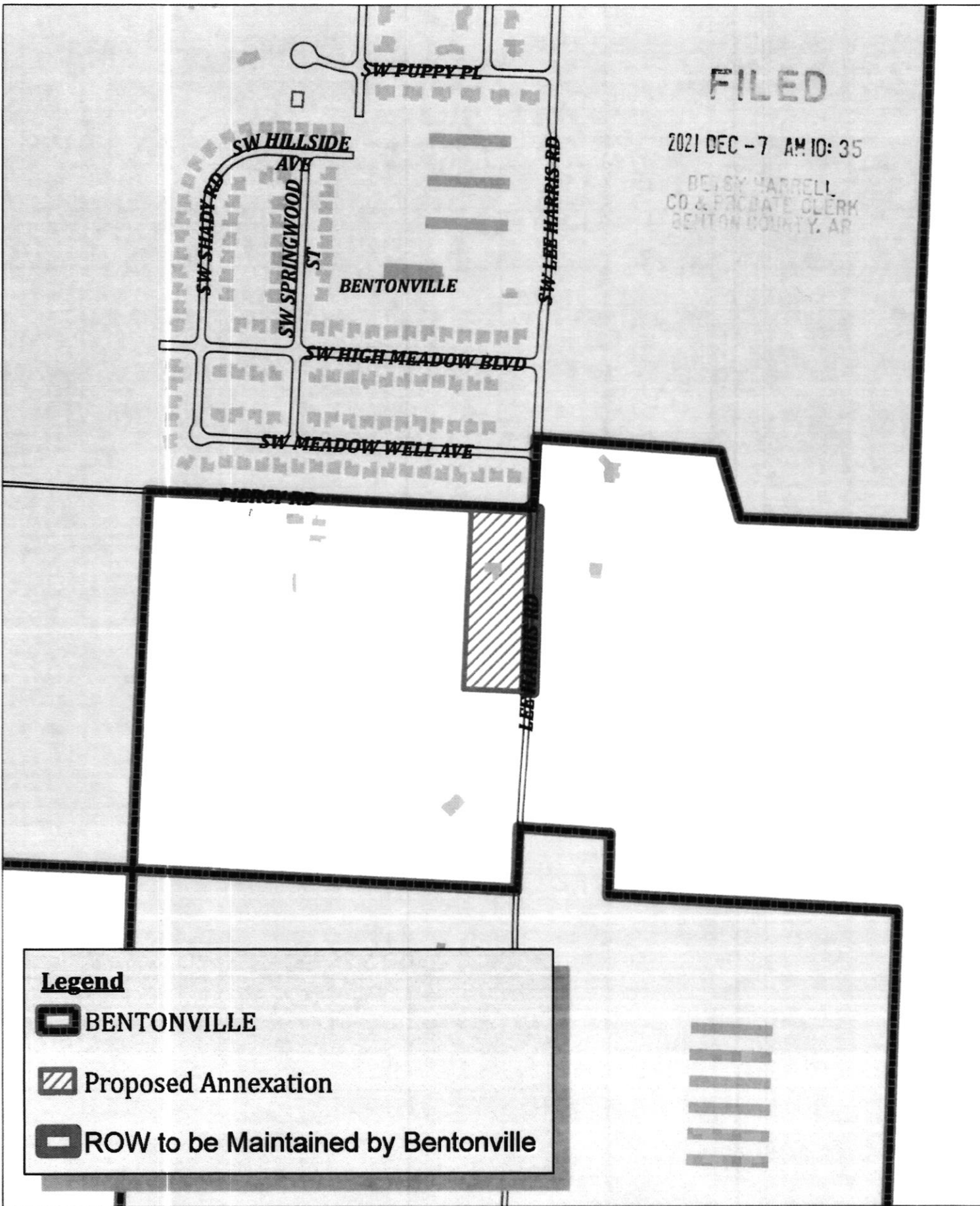
Beginning at the NW Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21.

Thence S88°19'30"E, 20.00';

Thence S01°40'33"W, 626.03';

Thence N88°19'28"W, 29.46';

Thence N02°32'31"E, 626.10' to the Point of Beginning.



 1 inch = 417 feet

Exhibit B
Proposed Annexation
Parker



Benton
216 W Sevier Street
Benton, AR 72015

Bentonville
300 SW 28th Street
Bentonville, AR 72712

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

Fayetteville
1420 Augustine Lane, Suite 1
Fayetteville, AR 72703

Sheridan
206 N Rose Street
Sheridan, AR 72150



EXHIBIT 'C'

First National
Title Company

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

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

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

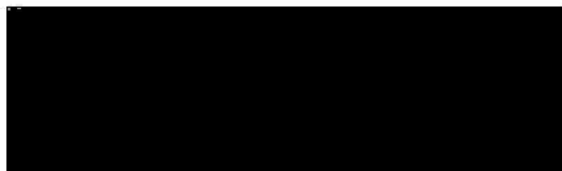
Greenbrier
8 Wilson Farm Road, Suite 7
Greenbrier, AR 72056

2021 DEC 7 AM 10:35

November 22, 2021

Greetings,

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



Steve Pangle

Benton County Manager

First National Title

EXHIBIT "C-1"
Parker Annexation

FILED

2021 DEC -7 AM 10:36

Naga Kriskna Pattapu

18-09110-000

Exhibit 'C-2'
Parker Annexation

FILED

2021 DEC -7 AM 10:36

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the NE Corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21.

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Thence East 208.7';
Thence North 626.1' to the Point of Beginning.

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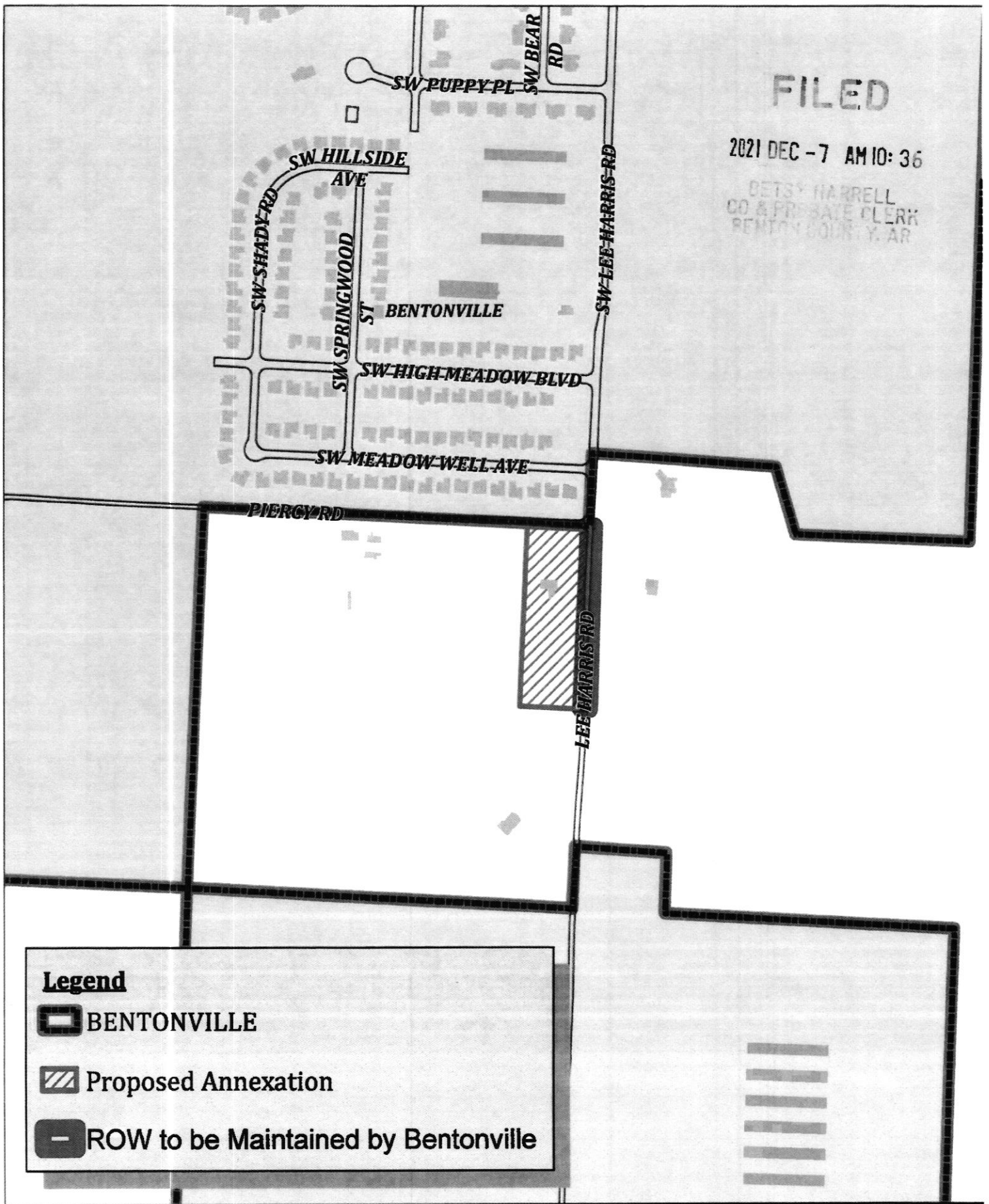
Beginning at the NW Corner of said NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21.

Thence S88°19'30"E, 20.00';
Thence S01°40'33"W, 626.03';
Thence N88°19'28"W, 29.46';
Thence N02°32'31"E, 626.10' to the Point of Beginning.

FILED

2021 DEC -7 AM 10:36

DETSY HARRELL
CO & PROBATE CLERK
BENTON COUNTY, AR



Legend



BENTONVILLE



Proposed Annexation



ROW to be Maintained by Bentonville



1 inch = 414 feet

Exhibit C-2
Parker Annexation



EXHIBIT 'D'

FILED

Greetings:

2021 DEC -7 AM 10:36

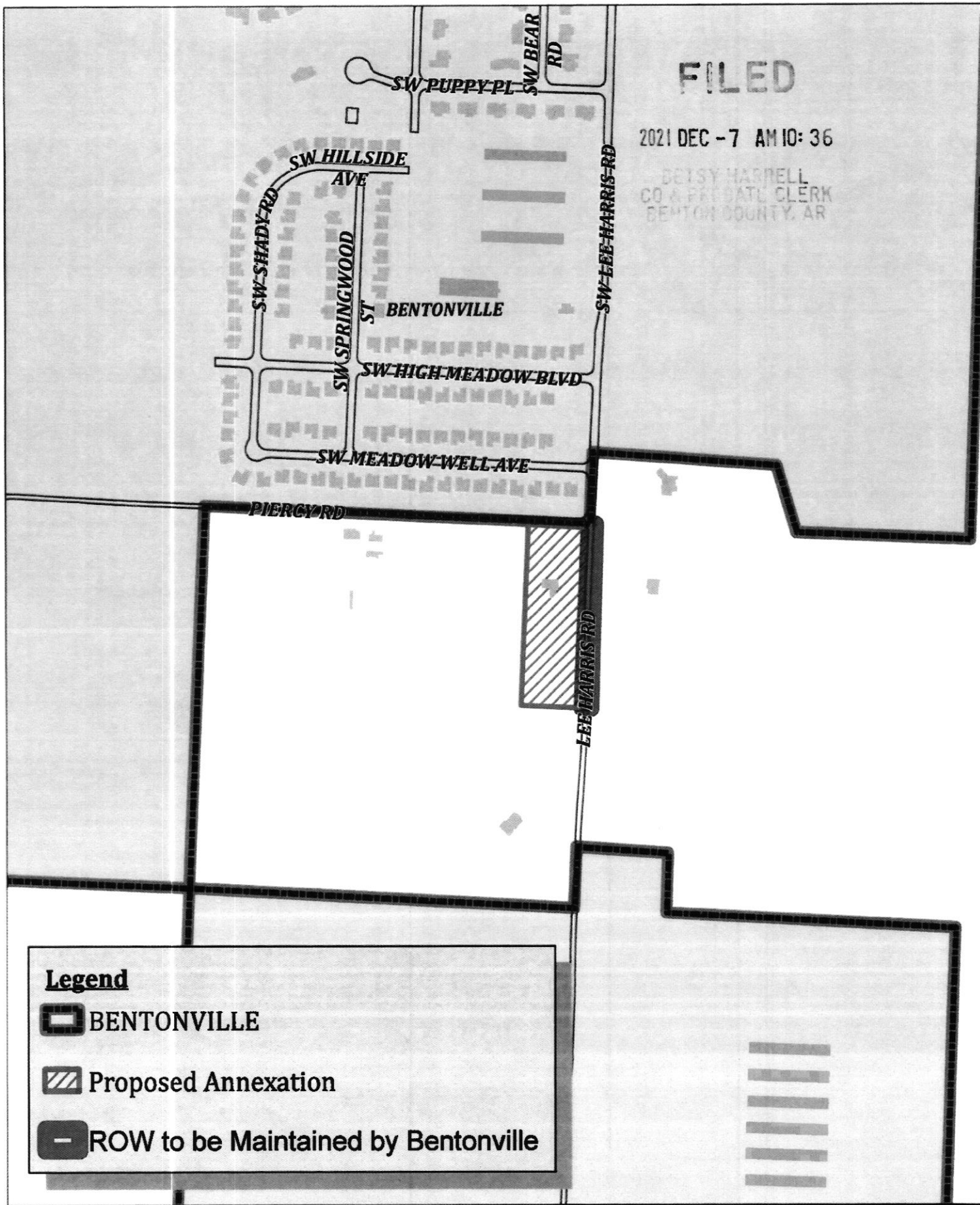
This letter is given in connection with what is understood to be an effort to voluntarily annex certain real property (Parker Annexation) into the City of Bentonville. I am a licensed Professional Engineer in the State of Arkansas. Based on my review, I verify that the real property described in Exhibit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

Sincerely,



No. 11416
TRAVIS W. MATLOCK
11/22/21

Travis Matlock, P.E.



Legend



BENTONVILLE



Proposed Annexation



ROW to be Maintained by Bentonville



1 inch = 414 feet

**Exhibit D-2
Parker Annexation**





Department of Transformation and Shared Services

2021 DEC 7 AM 10:36
FILED
Governor Asa Hutchinson
Secretary Maoy Fecher
Director Shelby Johnson

November 19, 2021

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

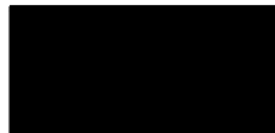
RE: City of Bentonville Annexation Coordination Requirement

Mr. Wheelless,

Thank you for coordinating with our office as you seek to annex property into the City of Bentonville, AR described as the "Parker Annexation" and located in Section 21, Township 19 North, Range 31 West. This letter represents confirmation that you have coordinated with our office (Arkansas GIS Office) as specified in § 14-40-101 (Act 914 of 2015) of the 90th General Assembly.

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

Sincerely,



Jennifer Wheeler, Sr. GIS Analyst

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

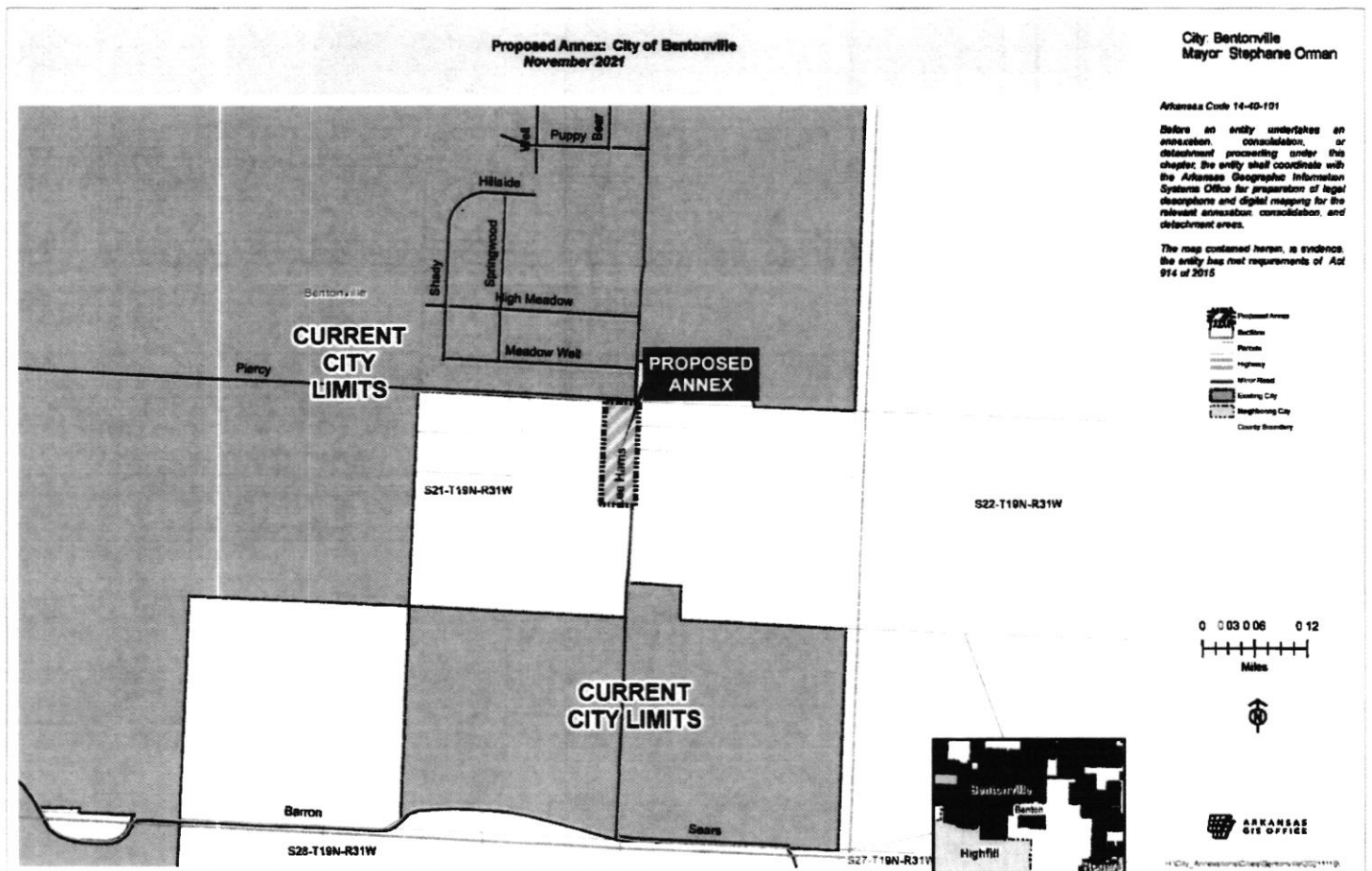
H:\City_Annexations\Cities\Bentonville\20211119\Doc\20211119_Bentonville_Annexation_Coordination_Letter.docx

Arkansas Geographic Information Systems
501 Woodlane Street, Suite G04 * Little Rock, AR 72201 * 501.682.2767
TRANSFORM.AR.GOV

FILED

2021 DEC -7 AM 10:36

CO. CLERK
J. TELL
J. CLERN



FILED

2021 DEC -7 AM 10:36

CLERK

Parker Annexation
Exhibit 'A'

Part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21, Township 19N, Range 31W, Benton County, Arkansas and more particularly described as follows:

Beginning at the NE Corner of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 21.

Thence West 208.7';

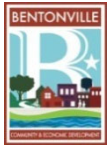
Thence South 626.1';

Thence East 208.7';

Thence North 626.1' to the Point of Beginning.

City Council Agenda Items

For the City Council Meeting of February 8, 2022
From the February 1, 2022 Planning Commission Meeting



1. **Ordinance accepting a Property Line Adjustment of part of existing Lot 1 and Lot 4, Block E of Orchard Addition creating Lot 13, Block E of Orchard Addition to the City of Bentonville, Arkansas (Project Number: PLA21-0064) 702 SE D Street.**

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of part of existing Lot 1 and Lot 4, Block E of Orchard Addition creating new Lot 13 (+/- 0.22 acres), Block E of Orchard Addition. Additional right-of-way is being dedicated along SE 7th Street to meet the requirements of the Master Street Plan. The plat dedicates additional utility easements to serve the newly created lot.

2. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential (Project Number RZ21-0080). 430 SE D Street.**

The Planning Commission voted 5-0, recommending approval.

The Future Land Use Plan currently depicts this property as High Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

3. **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-1 Downtown Low-Density Residential. (Project Number RZ21-0081). 301 SW E Street.**

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the

city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville

The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns long SW E Street.

4. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DN-2 Downtown Medium-Density Residential. (Project Number RZ21-0085). Fillmore Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Medium Density Residential. These 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.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

5a. 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 General Commercial to Medium Density Residential. (Project number: RZ21-0087) SW Winstead Lane.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as General Commercial. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These 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.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

5b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of C-2, General Commercial To R-3, Medium-High Density Multifamily Residential (Project number: RZ21-0087) SW Winstead Lane.

The Planning Commission voted 6-0, recommending approval.

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 before 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.

This rezone is consistent with the Regional Airport Boulevard Model Block Development Program by using medium-density residential as a buffer between intense commercial and lower-density residential.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing R-3 zoning districts in the immediate area.

6. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge (Project Number RZ21-0088). 702 SE D Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal

services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

7a. 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 Estate to Medium Density Residential. (Project number: RZ21-0089) SE Tara Ridge.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These 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.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

7b. Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1 Agricultural to R-3 Medium-High Density Multifamily Residential (Project number: RZ21-0089) SE Tara Ridge.

The Planning Commission voted 6-0, recommending approval.

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 before 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 areas as buffer or transitional zones between single-family and other uses not compatible with low-density residential development.

This rezone is consistent with the Regional Airport Boulevard Model Block Development Program by using medium-density residential as a buffer between intense commercial and lower-density residential.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing R-3 zoning districts in the immediate area.

8. Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of I-1, Light Industrial to C-2, General Commercial (Project Number RZ21-0090) 2403 SE J Street.

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as Office. These areas include properties primarily dedicated to professional employment/office uses but can accommodate accessory commercial uses such as restaurant, service, or convenience

uses oriented to serving office tenants. These areas can include stand-alone office buildings or be designed as multi-building office parks or campuses. These areas are considered lower-intensity development, relative to other commercial areas.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

The C-2 district is established to be the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

This rezoning request is consistent with the Future Land Use Plan and the intent of the C-2 zoning district, as this lot is located off of an Arterial road. Additionally, this request is consistent with surrounding land-use patterns as there are existing C-2 zoning districts in the immediate area.

9a. 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 High Density Residential to Downtown Commercial (Project Number: RZ21-0092).

The Planning Commission voted 6-0, recommending approval.

The Future Land Use Plan currently depicts this property as High-Density Residential. The applicant requests a change in the Future Land Use Plan to Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to active uses.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville.

9b. Ordinance changing real estate in The City of Bentonville, Arkansas, from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge (Project Number: RZ21-0092).

The Planning Commission voted 6-0, recommending approval.

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal

services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

This rezoning request is consistent with the intent of the Bentonville Community Plan and with surrounding land-use patterns as there are existing DE zoning districts within the same block.

10. Ordinance accepting a Property Line Adjustment of existing Lot 4 and all of existing Lot 5 of Dunn & Davis Addition creating new Lot 17 of Dunn & Davis Addition to The City of Bentonville, Arkansas (Project Number: PLA21-0056).

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of part of existing Lot 4 and all of existing Lot 5 of Dunn & Davis Addition creating new Lot 17(+/- 0.24 acres) of Dunn & Davis Addition. Additional right-of-way is being dedicated along SW A Street per the requirements of the current Master Street Plan. The plat dedicates additional utility easements to serve the newly created lot.



Consent Agenda Items

For the Planning Commission meeting of February 1, 2022

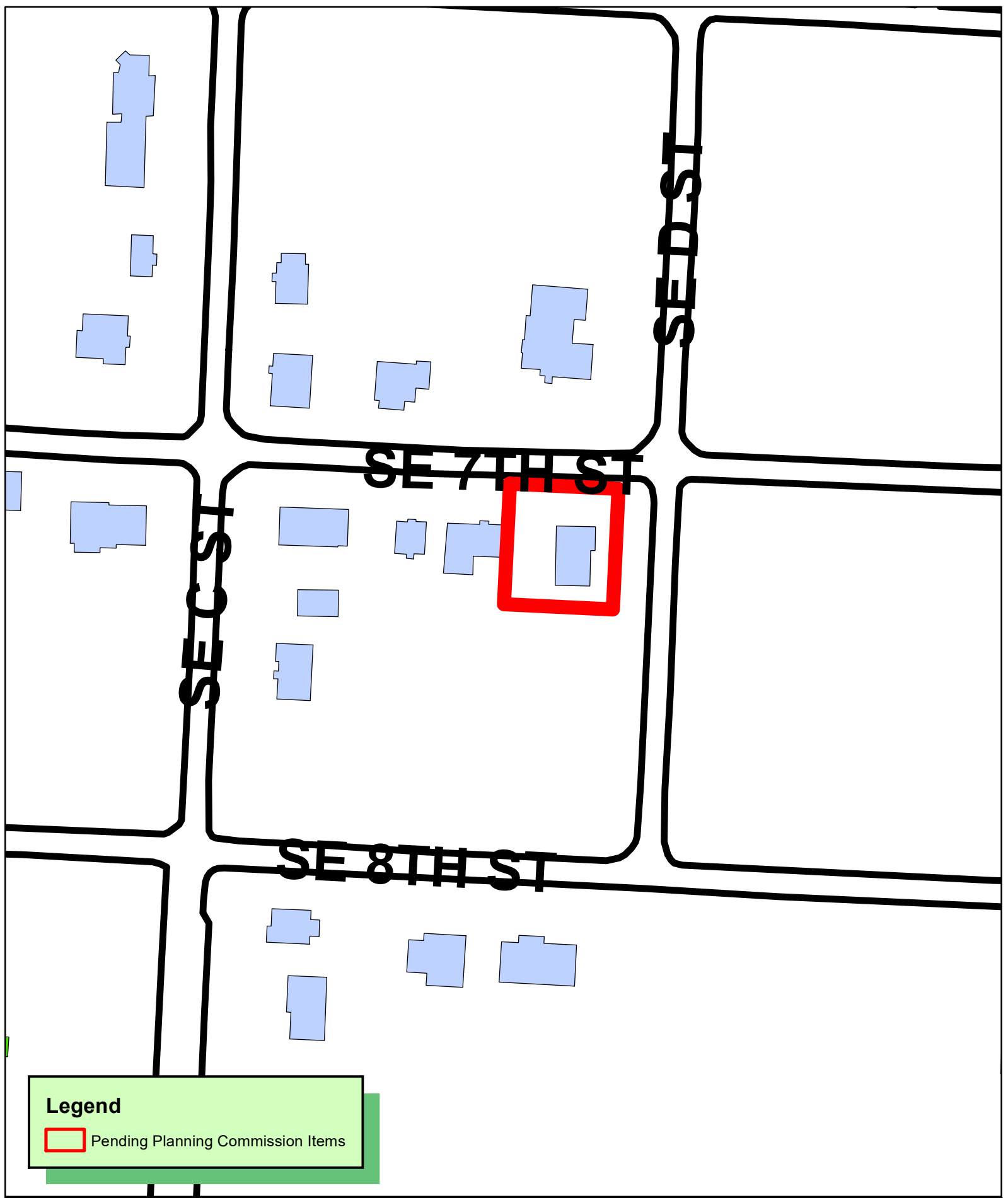
Reviewer: Jon Stanley, Senior Planner, APA, ASLA

- ❖ At the Technical Review meeting held on January 25, 2022 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Property Line Adjustment: Lot 13, Block E of Orchard Addition, Bowser Shattuck Group, LLC, 703 SE D Street, R-1, Low Density Single Family Residential, *PLA21-0064*

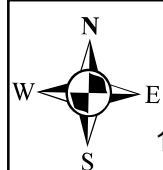
A property line adjustment of part of existing Lot 1 and Lot 4, Block E of Orchard Addition creating new Lot 13 (+/- 0.22 acres), Block E of Orchard Addition. Additional right-of-way is being dedicated along SE 7th Street to meet the requirements of the Master Street Plan. The plat dedicates additional utility easements to serve the newly created lot.

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



Legend

 Pending Planning Commission Items



1 inch = 100 feet

PLA21-0064
PROPERTY LINE ADJUSTMENT
ORCHARD ADDITION
PART OF LOTS 4 & 1 BLOCK E CREATING LOT 13



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF
PART OF LOT 1 AND LOT 4, BLOCK E OF ORCHARD ADDITION
CREATING LOT 13, BLOCK E OF ORCHARD ADDITION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0064).**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of part of Lot 1 and Lot 4, Block E of Orchard Addition creating Lot 13, Block E of Orchard Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on February 1, 2022; and,

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

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

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

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

Section 1: That the property line adjustment of part of Lot 1 and Lot 4, Block E of Orchard Addition creating Lot 13, Block E of Orchard Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

REZONING STAFF REPORT



Hunter Wright Development Group LLC

430 SE D Street

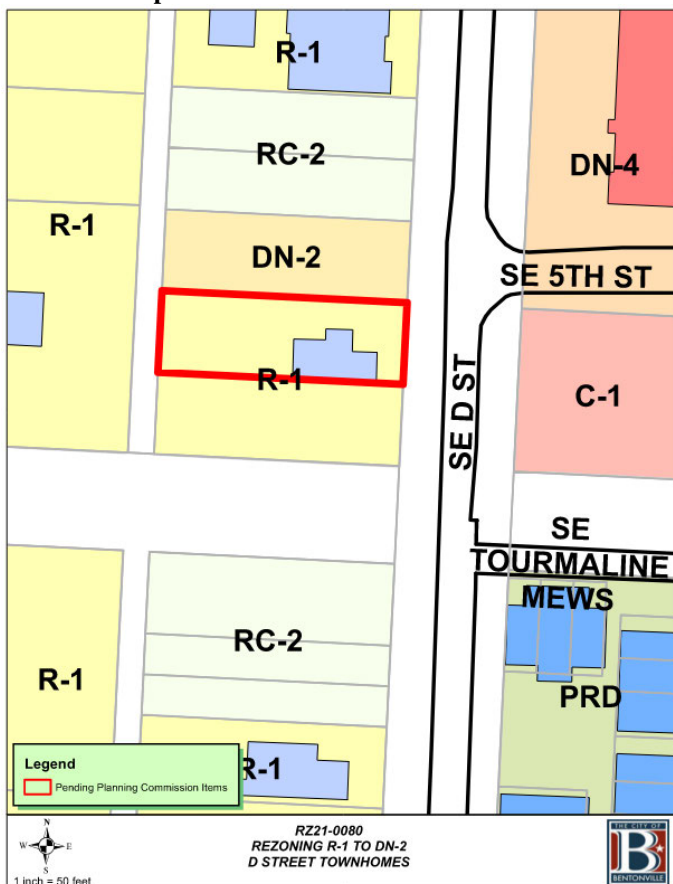
PC Date: 2/1/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0080
Applicant / Current Owner	Hunter Wright Development Group LLC
Site Area	+/- 0.17 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	High-Density Residential (HDR)

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

Location Map



Property Description

This property is located at 430 SE D Street. The property is surrounded by DN-2, Downtown Medium Density Residential to the north, C-1, Neighborhood Commercial to the east, and R-1, Low Density Single Family Residential to the south and west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as High Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

Analysis

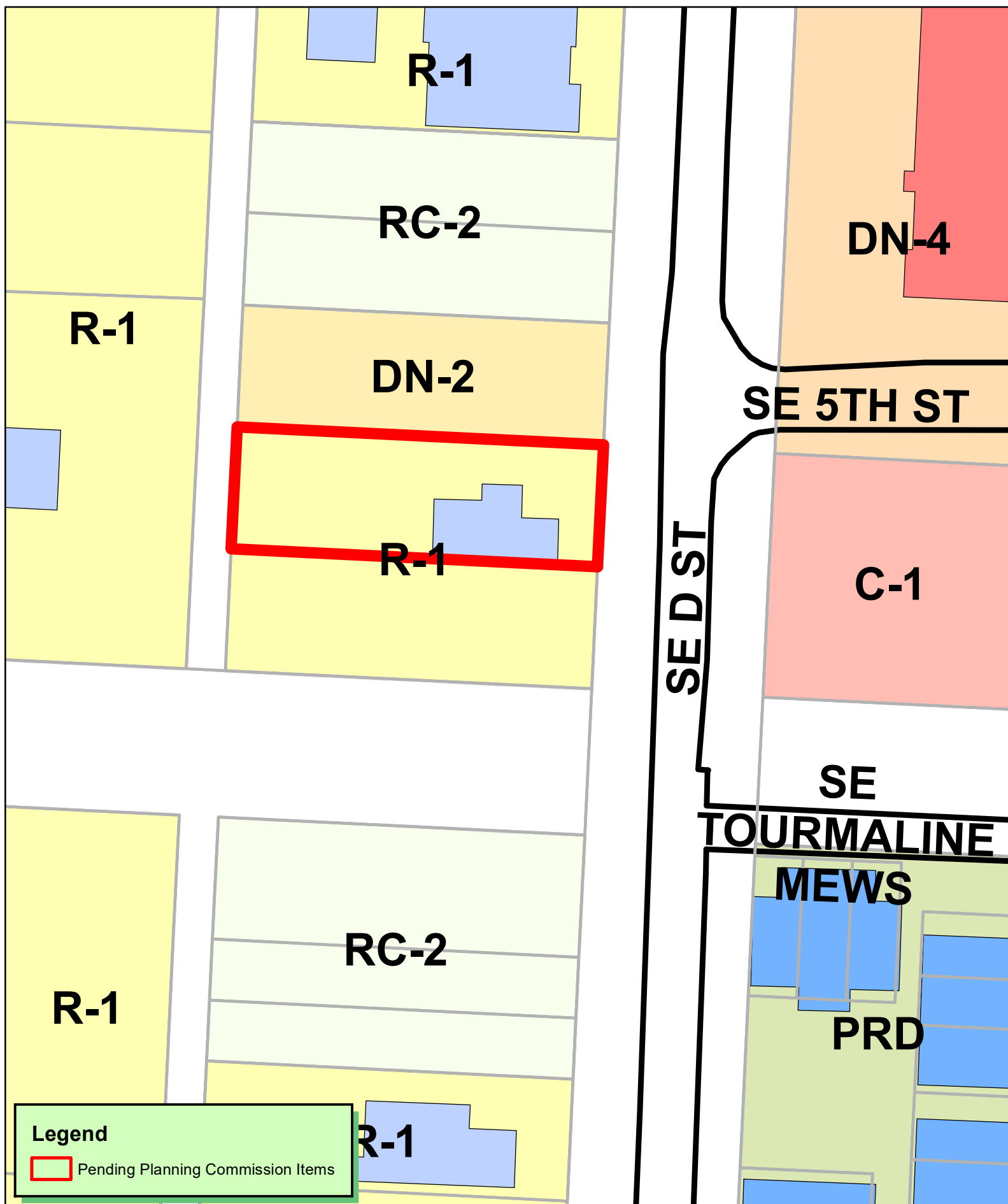
The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

Conclusion

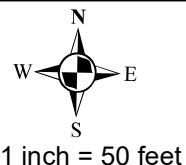
This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.

Note: This item was tabled to the February 1 Planning Commission Meeting for a second public hearing due to Public Notice not being published in the paper 15-days before the January 18 Planning Commission Meeting.



Legend

 Pending Planning Commission Items



RZ21-0080
REZONING R-1 TO DN-2
D STREET TOWNHOMES





November 18, 2021

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

RE: Rezoning Request-430 SE D street-Lot 12 block H

To Whom It May Concern:

We, RB Group, Inc are requesting to rezone this property from R-1 single family to Downtown Medium Density residential-DN-2. The goal is to construct 2 single family attached residences (one structure, two residences). The footprint will be similar to the existing single family attached residences that are along this block. Also, the design and scale will be compatible with the structures along D Street. All utilities, water, gas, electricity, and sewer are available at the site. Should you have any questions or need additional information please contact us at 501-960-1296

Sincerely,



Reginald Wright.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential



The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'		-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	-	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12'	25'	12'	25'	7'	0'	25'
	Townhouse block-end and all others not listed	12'	25'	12'	25'	10'	0'	25'

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.

Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the 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

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family Recreation, Education & Assembly Park - mini Park - neighborhood Services Child care – registered family home (5 children)	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Educational facility Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Agriculture and Animals Community garden Residential Dwelling – accessory Home occupation - type a Transportation Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential Donation boxes

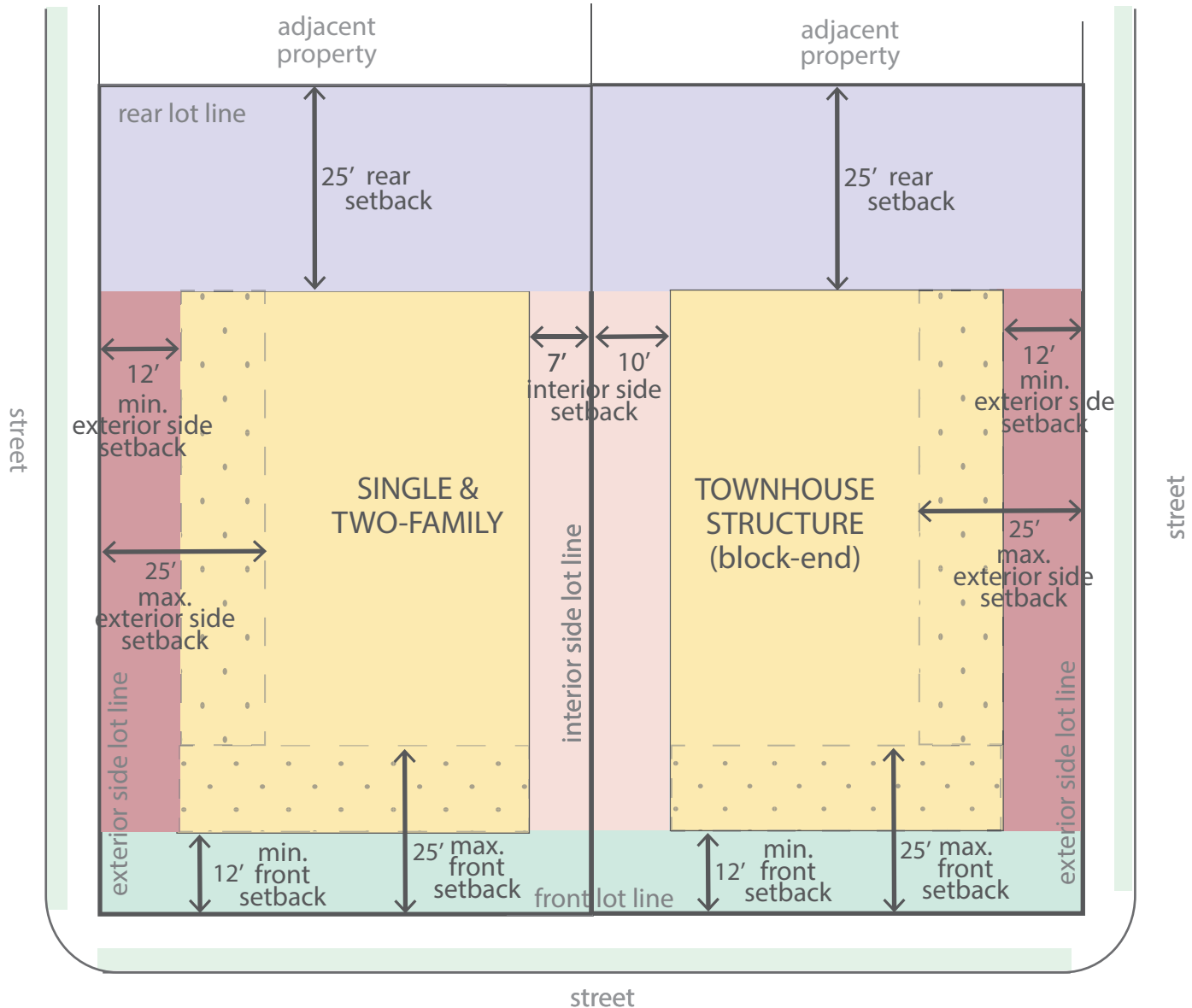
Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Setback Illustration



NOTICE OF INTENT TO REZONE

Hunter Wright Development Group, LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1 to DN-2

The legal description of the property is as follows:

Lot 12, Block H, Orchard addition to the city of Bentonville,
Benton County, Arkansas

The common description of the property is: 430 S.E. D Street

Proposed land use: Medium Density Residential

The public hearing will be held January 18th 2022 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

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

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

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

☒ I / we have no objections to the rezoning.

☐ I / we object to the rezoning because:

Signature and Physical Address

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2, DOWNTOWN MEDIUM
DENSITY RESIDENTIAL (PROJECT NUMBER RZ21-0080).**

WHEREAS, Hunter Wright Development Group, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

430 SE D Street, Lot 12, Block H Orchard addition to the city of Bentonville, Benton County, Arkansas;
and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 R-1, Low Density Single Family Residential to DN-2, Downtown 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 R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

REZONING STAFF REPORT



White

301 SW E Street

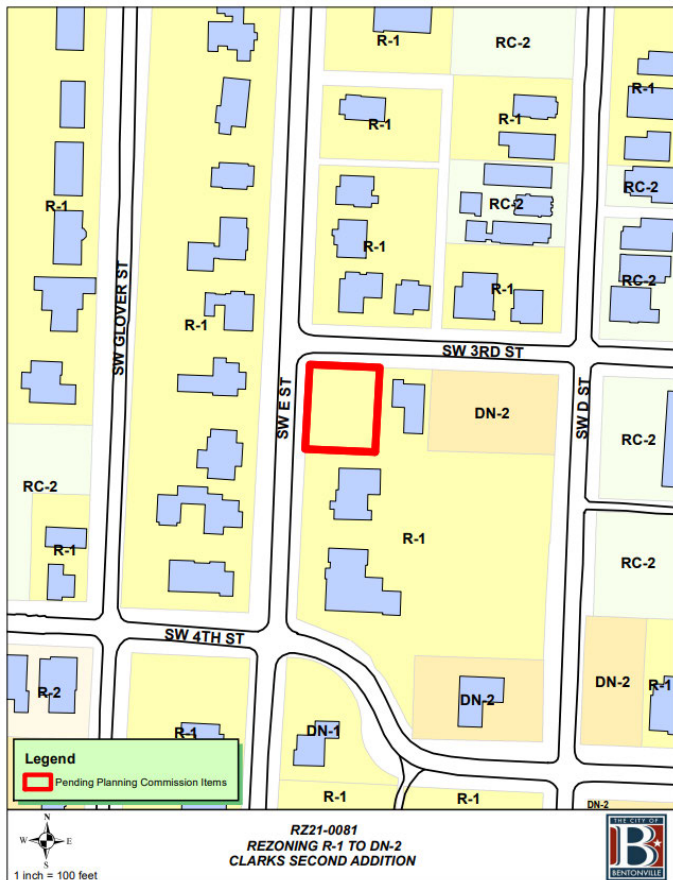
PC Date: 2/1/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ21-0081
Applicant / Current Owner	White, Britain & Kimberly
Site Area	+/- 0.21 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-1, Downtown Low-Density Residential
Future Land Use Map Designation	Low-Density Residential (LDR)

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

Location Map



Property Description

This property is located at 301 SW E Street. Adjacent zoning districts are all R-1, Low Density Single-Family Residential.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas include detached single-family residential properties with a typical density of 3-8 units per acre. While lot size and overall density may vary from one part of the city to another, these areas represent the predominant form of residential development in Bentonville. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

Analysis

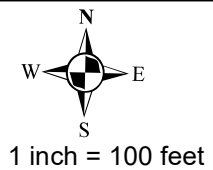
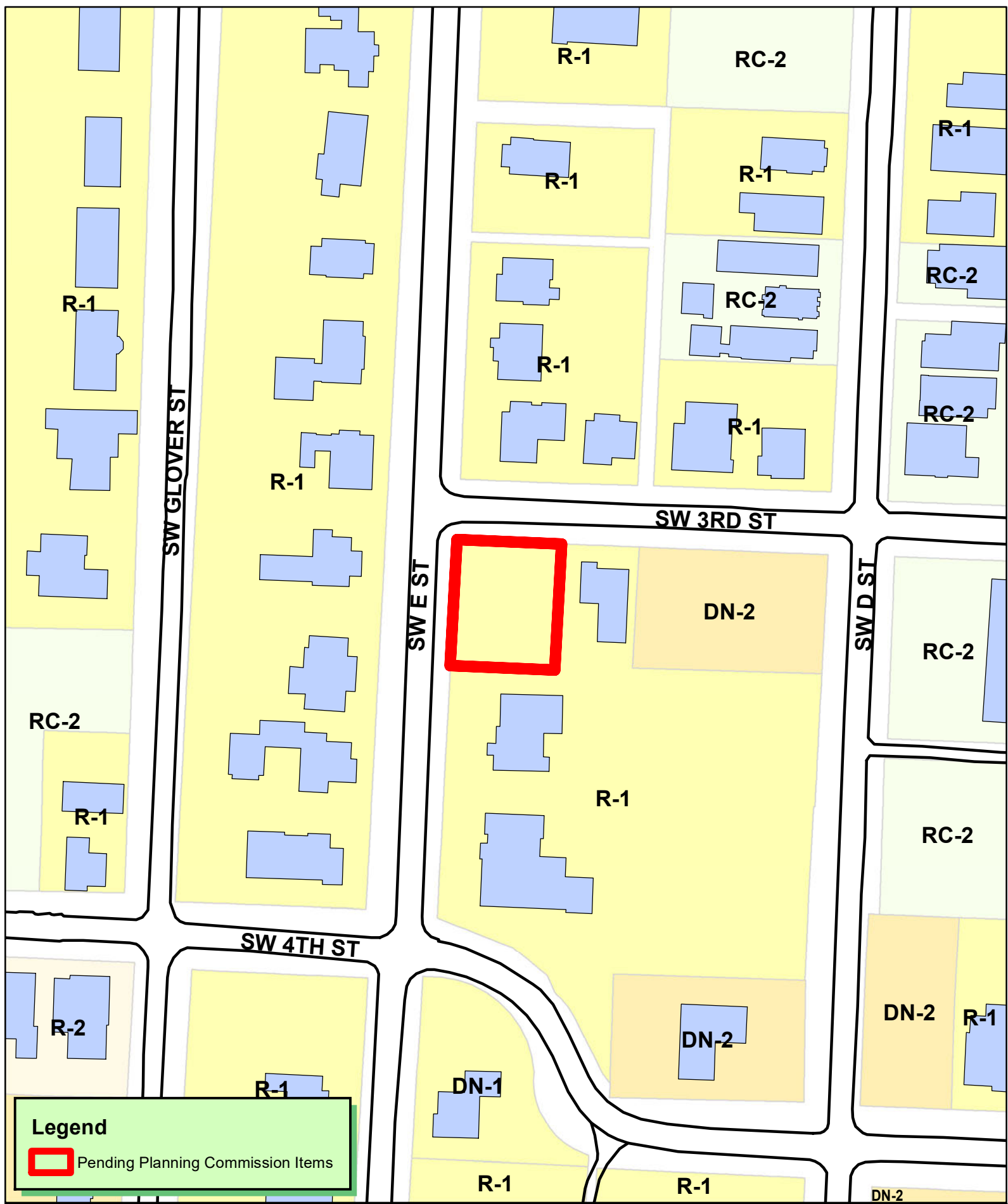
The intent of the DN-1 district is to preserve the established development pattern of portions of the downtown neighborhoods that are predominantly single-family with lots generally larger than 60 feet in width.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns along SW E Street.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.

Note: This item was tabled to the February 1 Planning Commission Meeting for a second public hearing due to Public Notice not being published in the paper 15-days prior to the January 18 Planning Commission Meeting.



RZ21-0081
REZONING R-1 TO DN-2
CLARKS SECOND ADDITION
59



Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential



The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'		-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	-	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12'	25'	12'	25'	7'	0'	25'
	Townhouse block-end and all others not listed	12'	25'	12'	25'	10'	0'	25'

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.

Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the 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

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family Recreation, Education & Assembly Park - mini Park - neighborhood Services Child care – registered family home (5 children)	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Educational facility Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Agriculture and Animals Community garden Residential Dwelling – accessory Home occupation - type a Transportation Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential Donation boxes

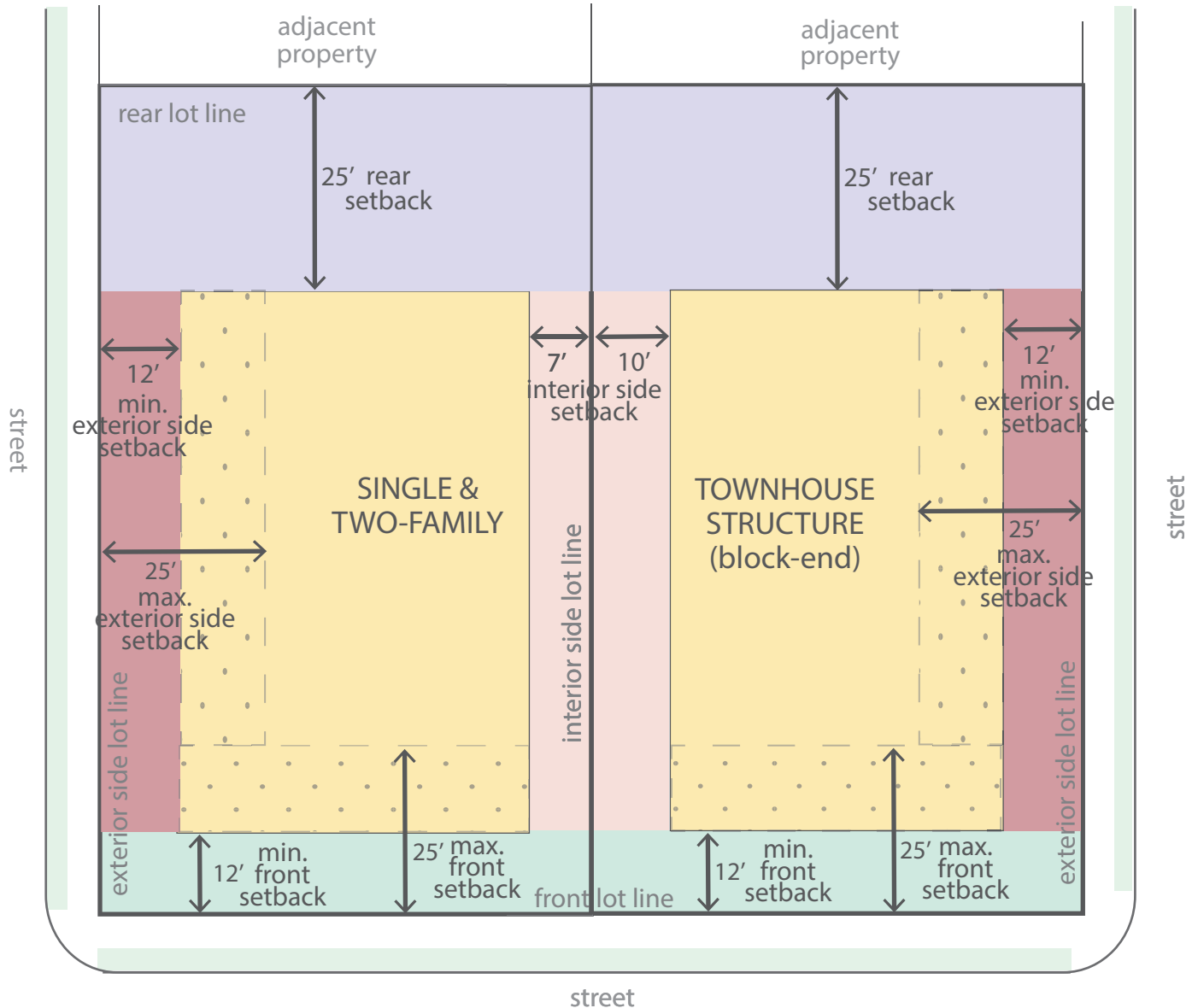
Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential

Setback Illustration



December 8, 2021

Luke Aitken
Planning Technician
City of Bentonville
305 SW "A" Street
Bentonville, AR 72712

Re: White, Britain & Kimberly
303 S.W. "E" Street
Bentonville, Ark.

Dear Luke;

We request this item be scheduled for the next available meeting. We request a rezone of this property from its R-1 present zoning to a proposed zoning of DN-2 (downtown medium density residential). The whole area is transitioning to our requested new zoning (DN-2) and the White residence would be no different.

The owner would like to build a decent size residential home with separate garage and outbuilding structures. A zoning of DN-2 will allow the owner to build a typical new construction residence and uphold all the setbacks because this property is shaped and sized like a typical lot in the downtown area of the City of Bentonville. Using the old residential setbacks would make the lot too limited in size to accommodate the owner's needs.

This land use is consistent with the adjacent properties which are all of similar size and usage. The street designation is local downtown on both frontage sides.

All utilities are to the site because the existing subdivisions that surround the site are all supported by utilities. Water is in front of the property and sewer is available.

Should you have any questions or comments, or should you need any additional information, please feel free to contact us at any time.

Sincerely;

David B. Platz, R.L.S.
W/R Consulting, Inc.

cc: Calcon, Inc., White job
2021540rezone

NOTICE OF INTENT TO REZONE

BRITAIN & KIMBERLY WHITE

has requested the Bentonville

Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential

to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

See Attached;

The common description of the property is: Lot 22, Block 5, Clarks Second Addition

The public hearing will be held January 18th, 2022 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or 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.

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:

setback need to be consistence with
other houses on Est and/or 3rd

Signature and

address to
(Physical)

Bentonville AR

72712

NOTICE OF INTENT TO REZONE

BRITAIN & KIMBERLY WHITE

_____ has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential

to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

See Attached;

The common description of the property is: Lot 22, Block 5, Clarks Second Addition

The public hearing will be held January 18th, 2022 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or 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.

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:

Set backs Need to be consistant with other
houses in the Neighborhood

Signature and Physical Address

Signature and Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-1 DOWNTOWN LOW-DENSITY RESIDENTIAL. (PROJECT NUMBER RZ21-0081).

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

BEGINNING AT AN EXISTING FOUND IRON PIN ON THE NORTHWEST CORNER OF LOT 2, BLOCK 5, CLARK'S SECOND ADDITION; THENCE SOUTH 87°41'24" EAST 86.73 FEET; THENCE SOUTH 02°53'33" WEST 104.71 FEET; THENCE NORTH 87°19'21" WEST 84.88 FEET; THENCE NORTH 01°52'29" EAST 104.16 FEET TO THE POINT OF BEGINNING, CONTAINING 0.206 ACRES, MORE OR LESS and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 R-1, Low Density Single Family Residential to DN-1, Downtown Low-Density Residential.

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

REZONING STAFF REPORT



V3 Construction, LLC

Fillmore Street

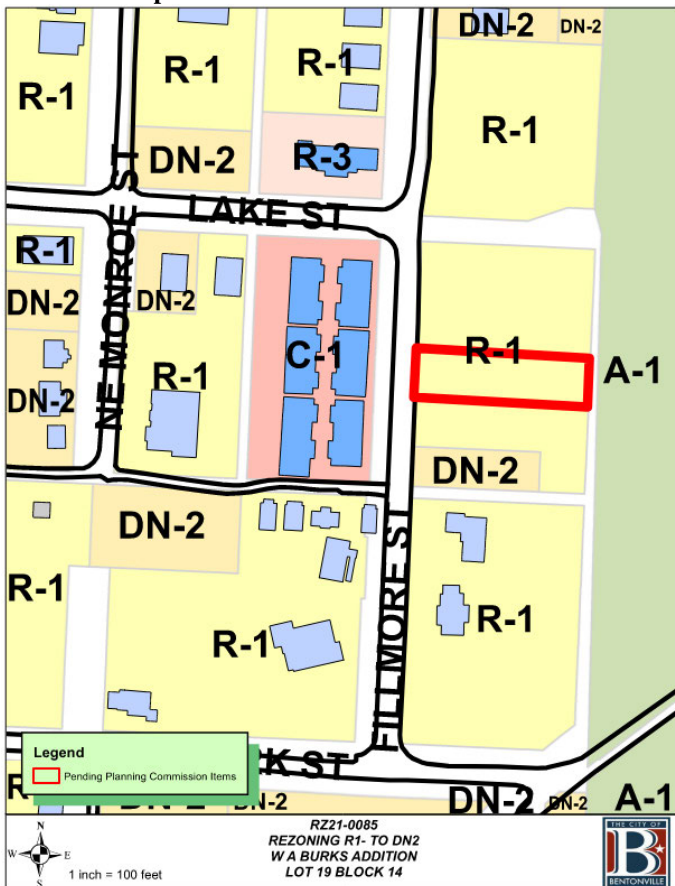
PC Date: 2/1/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0085
Applicant / Current Owner	V3 Construction, LLC
Site Area	+/- 0.29 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DN-2, Downtown Medium-Density Residential
Future Land Use Map Designation	Medium-Density Residential (MDR)

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

Location Map



Property Description

This property is located on Fillmore Street. The property is surrounded by R-1, Low Density Single-Family Residential to the north and south, A-1, Agricultural to the east, and C-1, Neighborhood Commercial to the west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Medium Density Residential. These 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.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

At the time of writing of this staff report, staff has received one comment of concern from the public.

Analysis

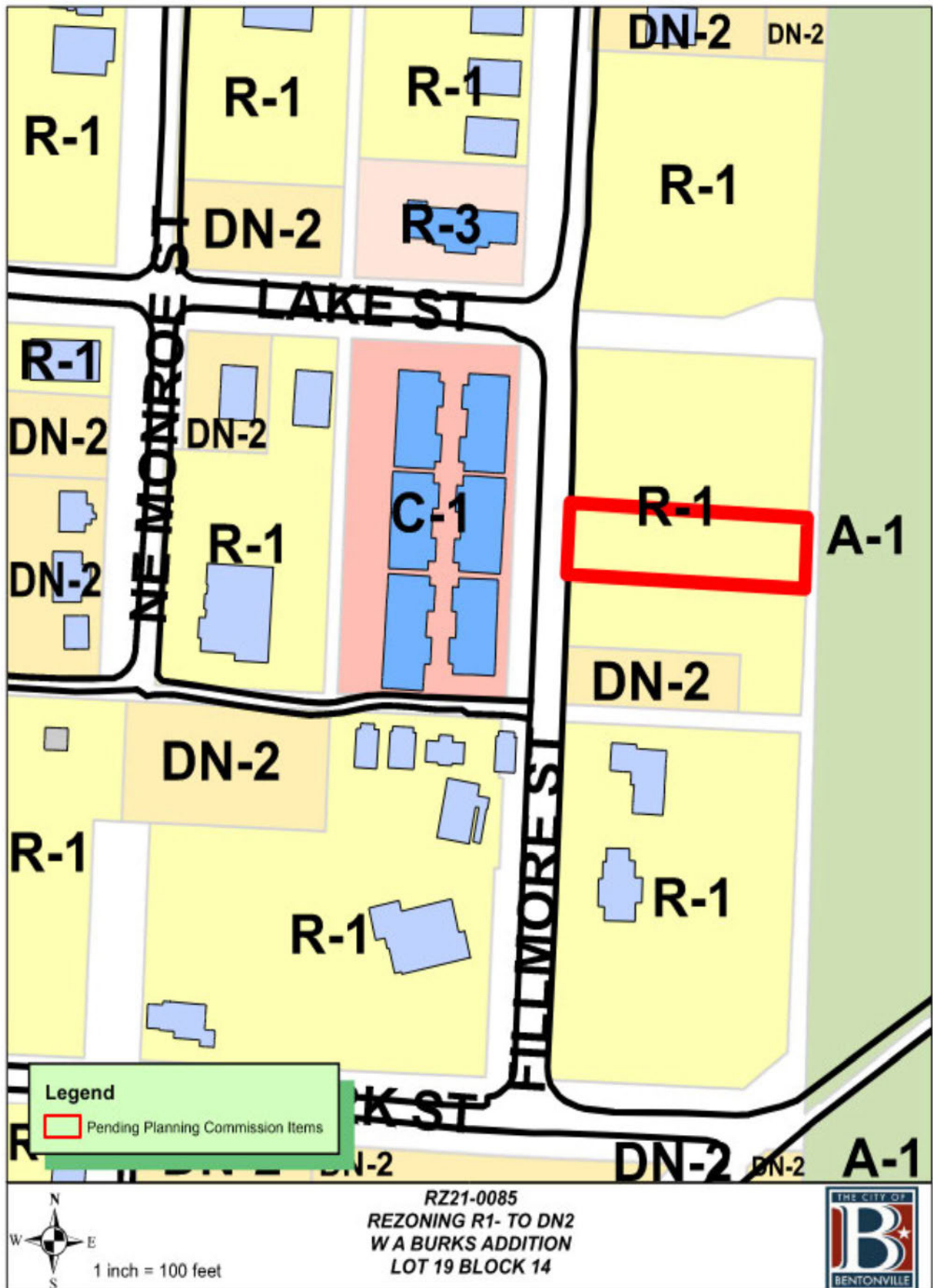
The DN-2 district is established to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-2 zoning districts in the immediate area.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.

Note: This item was tabled to the February 1 Planning Commission Meeting for a second public hearing due to Public Notice not being published in the paper 15-days prior to the January 18 Planning Commission Meeting.





November 29, 2021

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property (Parcel #01-04621-001)

Staff,

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

The property in question was created by Plat Record L202071257 and is designated as Lot 19, Block 14 of W.A. Burk's Addition. There is no deed for Lot 19. Lot 19 is made up of parts of former Lot 8A, the north 10 feet of Lot 9, Lot 10, Lot 15, Lot 16 and an alley, all in Block 14. Deed Record L201953650 transferred the north 10 feet of Lot 9, Lot 10, Lot 15 and Lot 16 of Block 14 to the current owner. Deed Record L201953650 transferred Lot 8A to the current owner. Ordinance document L202050259 transferred the alley portion to the current owner.

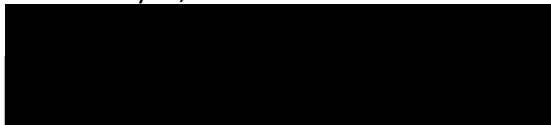
The owners of this parcel are requesting a rezone to DN-2 in order to develop two residential units. Both units will have ingress/egress along Fillmore Street via a shared access easement to be platted in the future. Water and sewer are readily available on the west side of the site in the public right of way.

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 no existing buildings. The land is comprised of grass cover with some trees throughout.

By rezoning to DN-2, Downtown Medium Density Residential, this property will be an excellent place for development and will be an asset to the Bentonville community.

Thank you,



Project Manager

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DN-2, Downtown Medium Density Residential



The intent of the DN-2 district is to allow for an increased single-family density through small lot widths where alleys and infrastructure support such development, and where small-lot single-family development provides an appropriate transition between large-lot residential areas and those of higher density. In some instances, such as the end of blocks, townhouses may be appropriate in this district.

Building Types Allowed:

District	Single-family	Two-family	Townhouse		Multi-family		Mixed-use
			Block-end	Mid-block	Block-end	Mid-block	
DN-2	•	•	•				

Maximum Height Allowed:

District	Single-family	Two-family	Townhouse	Multi-family	Mixed-use
DN-2	36 ft.	36 ft.	36 ft.	--	--

Lot and Area Standards:

District	Building type	Min. Lot Area (sq. ft.)	Min. Land Area / Dwelling Unit (sq. ft.)	Lot Width		Max. Lot Coverage	
				Min. Lot Width	Max. Lot Width	Interior lot	Exterior lot
DN-2	Single-family, alley access	4,000	-	40'	-	50%	55%
	Single-family, no alley access	5,000	-	50'	-	50%	55%
	Single-family attached unit	2,000	-	20'		-	-
	Single-family attached structure, alley access	4,000	-	40'	-	50%	55%
	Single-family attached structure, no alley access	5,000	-	50'	-	50%	55%
	Two-family, alley access	4,000	-	40'	-	50%	55%
	Two-family, no alley access	5,000	-	50'	-	50%	55%
	Townhouse unit	2,000	-	20'	-	-	-
	Townhouse structure	7,500	2,500	75'	-	60%	65%

Minimum Setback Standards:

District	Building type	Front Yard		Side Yard				Rear Yard
				Exterior Side Yard		Interior Side Yard		
		Min.	Max.	Min.	Max.	Detached Yard	Attached Yard	
DN-2	Single-family and Two-family	12'	25'	12'	25'	7'	0'	25'
	Townhouse block-end and all others not listed	12'	25'	12'	25'	10'	0'	25'

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.

Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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DN-2, Downtown Medium Density Residential

Garage Setback Standards (generally for DN districts – additional requirements may apply):

Prohibited in front yards. Garages, parking lots or designated parking spaces are prohibited in the front yard and corner side yard.

Attached garages. Garages may be attached to the primary structure. However, if the garage is attached, it must be located and oriented in such a way that it does not protrude from the side façade of the primary building in order to be visible from the public street.

Detached garages. Detached garages shall be located to the rear of the primary structure.

Corner lot. On a corner lot, the garage shall not be located closer than 20' to the corner side lot line in order to allow for outdoor vehicular parking entirely on the lot.

Detached garages. Detached garages must be separated from the primary structure by a minimum of 10'.

Garages with alley access. Garages with alley access must be setback 8' from the 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

Land Uses:

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Residential Dwelling - modular Dwelling - single family Dwelling - townhouse or rowhouse – end block Dwelling - two-family Recreation, Education & Assembly Park - mini Park - neighborhood Services Child care – registered family home (5 children)	Agriculture and Animals Urban farm Residential Home occupation - type b Recreation, Education & Assembly Educational facility Museum Religious facilities Services Adult day care Cemetery or mausoleum Child care – licensed family home (6-16 children) Lodging - bed & breakfast Public safety services Transportation / Utilities Utility facility Wireless communication facility (cell towers) Other Temporary uses	Agriculture and Animals Community garden Residential Dwelling – accessory Home occupation - type a Transportation Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential Donation boxes

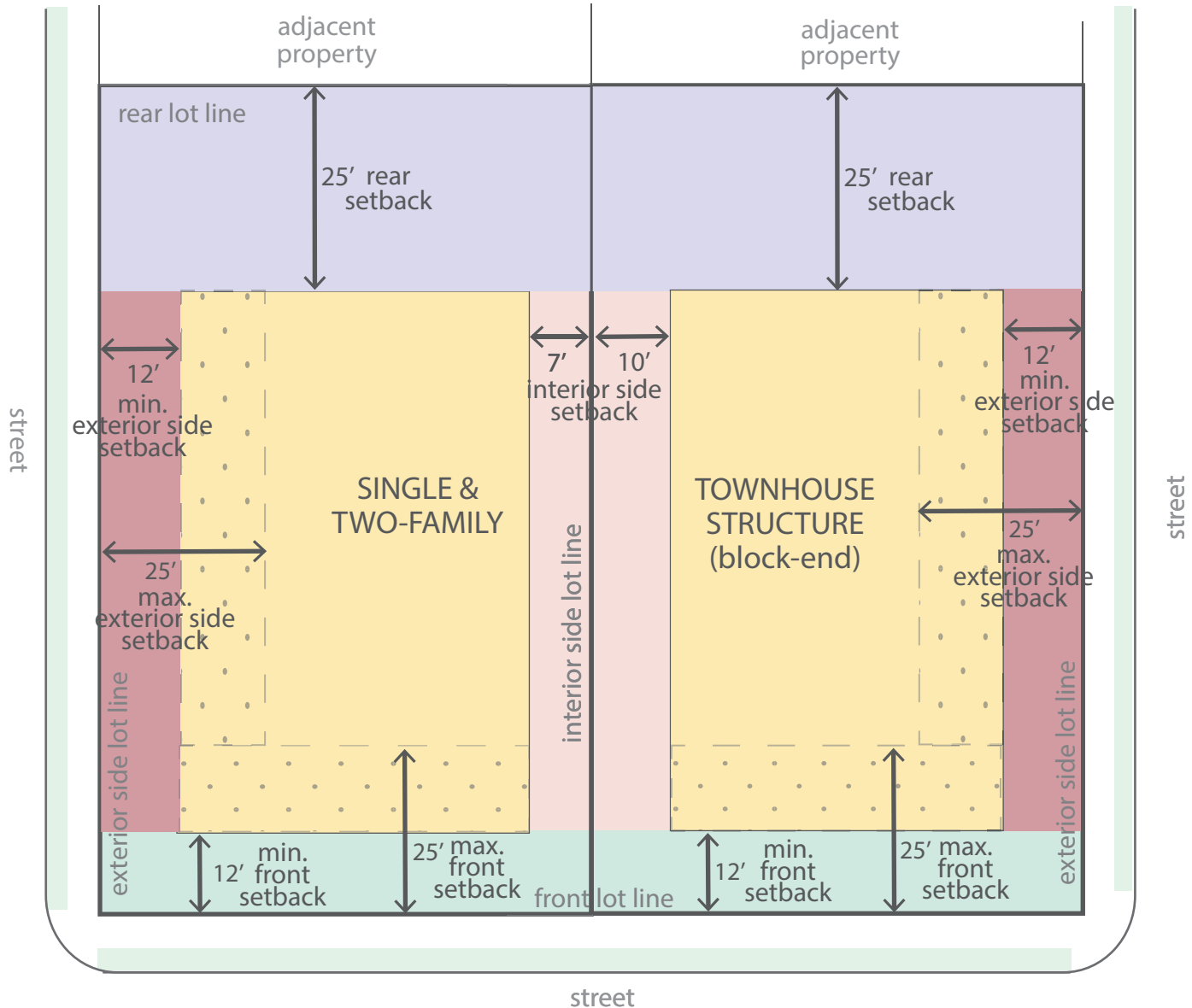
Updated 11-09-2021

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

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DN-2, Downtown Medium Density Residential

Setback Illustration



NOTICE OF INTENT TO REZONE

Crowhow LLC

has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

R-1, Single Family Residential

to DN-2, Downtown Medium Density Residential

The legal description of the property is as follows:

LOT 19, BLOCK 14 OF W.A. BURK'S ADDITION, AS PER PLAT RECORD L202071257 IN
THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON
COUNTY, ARKANSAS.

The common description of the property is: East of Fillmore Street, between Lake St and NW Briartown Mews

Proposed land use: Medium Density Residential

The public hearing will be held January 18, 20 22 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:

We do not support Multi-family in the neighborhood

Physical Address

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW
DENSITY SINGLE FAMILY RESIDENTIAL TO DN-2 DOWNTOWN MEDIUM-
DENSITY RESIDENTIAL. (PROJECT NUMBER RZ21-0085).**

WHEREAS, V3 Construction, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 19, BLOCK 14 OF W.A. BURK'S ADDITION, AS PER PLAT RECORD L202071257 IN THE
OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY,
ARKANSAS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 R-1, Low Density Single Family Residential to DN-2, Downtown 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 R-1, Low Density Single Family Residential to DN-2, Downtown Medium-Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Plateau Properties, LLC

SW Winsted Lane

PC Date: 2/1/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0087
Applicant / Current Owner	Plateau Properties, LLC
Site Area	+/- 1.9 acres
Current Zoning	C-2, General Commercial
Requested Zoning	R-3, Medium-High Density Multifamily Residential
Future Land Use Map Designation	General Commercial (C)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

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

Location Map



Property Description

This property is located on SW Winsted Lane. The property is surrounded by C-2, General Commercial to the north, east, and west, and R-3, Medium-High Density Multifamily Residential to the south.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as General Commercial. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These 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.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

Analysis

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 before 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.

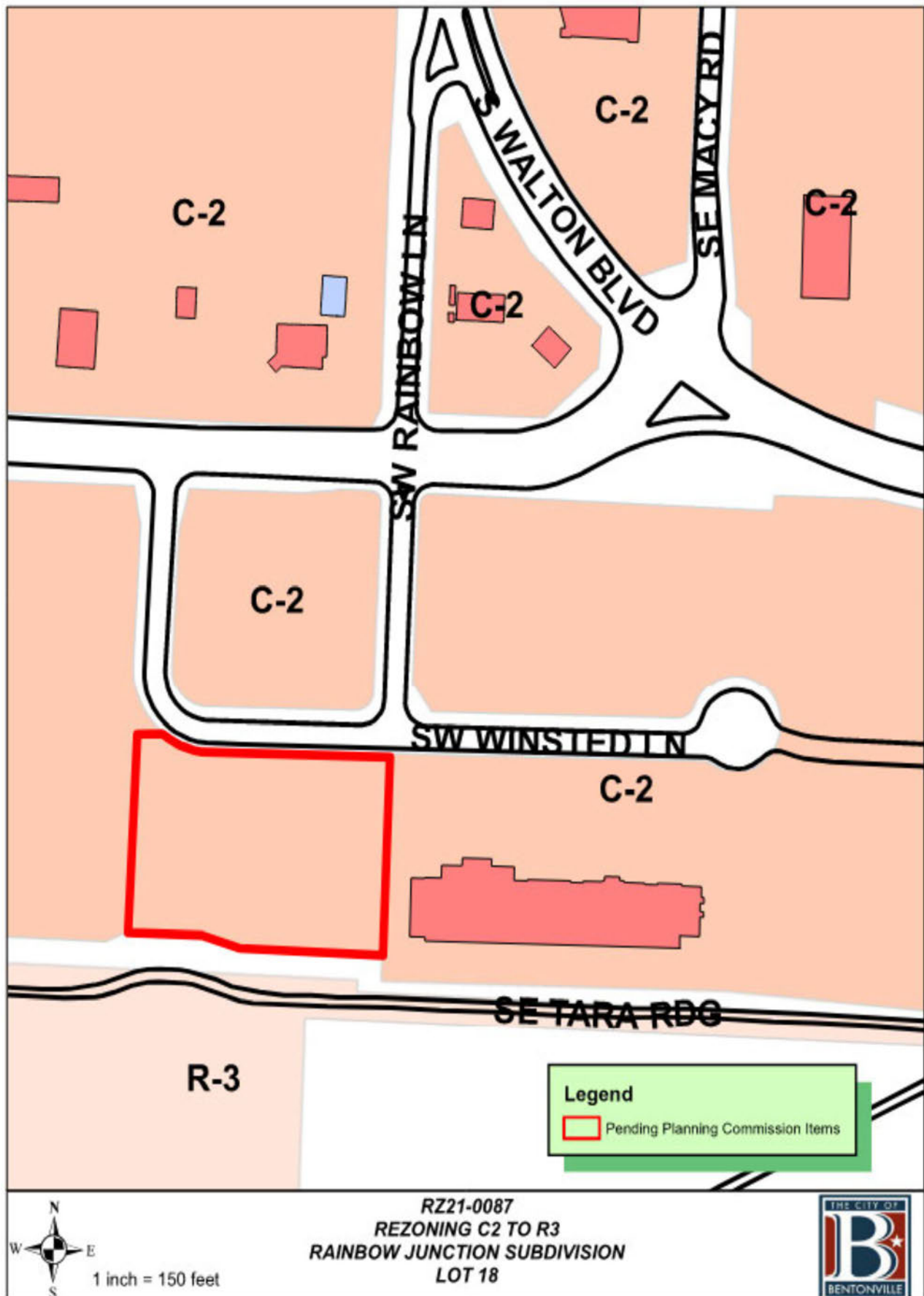
This rezone is consistent with the Regional Airport Boulevard Model Block Development Program by using medium-density residential as a buffer between intense commercial and lower-density residential.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing R-3 zoning districts in the immediate area.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.

Note: This item was tabled to the February 1 Planning Commission Meeting for a second public hearing due to Public Notice not being published in the paper 15-days prior to the January 18 Planning Commission Meeting.





December 13, 2021

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property (Parcel #01-15219-00)

Staff,

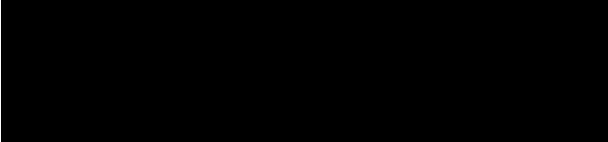
On behalf of our clients we would like to formally request a zoning change for this project from C-2, General Commercial to R-3, Medium Density Residential. Plateau Properties, LLC, currently owns the property. Properties within the area are zoned A-1, R-3, C-2 and unaccounted for Benton County Property to the South. A proposed R-3 zoning is appropriate in this area based on proximity to other R-3 zoning classifications and other designations in the area.

The owners of this parcel are requesting a rezone to R-3 in order to develop townhome units. Some concepts have been developed, and with a successful zoning changed those will be brought to the Planning Commission for Large Scale Development. The access to this property will be SW Winstead Lane to the north and a private drive to the east.

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 no existing buildings on site. A portion of the land is currently being used as a regional storm water detention pond. The remainder is open, grassy field. Water and sewer are along the northern border, and the developer will coordinate with Bentonville Water and Sewer for what may be needed on site as the plans begin to develop.

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.


Barry R. Williams, PLA, ASLA
Project Manager



December 13, 2021

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Change in Future Land Use Plan (Parcel #01-15219-000)

Staff,

On behalf of our clients we would like to formally request a change in the Future Land Use Plan for this project from General Commercial to Medium Density Residential. Plateau Properties currently owns this parcel. The properties in the area are noted as General Commercial, Agriculture, and Medium Density Residential. 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 townhomes units. There are some concepts for the project, and those will be brought to the Planning Commission with a successful Land Use change. This property has the potential for multiple points of along SW Winsted Lane to the north and a private drive to the east.

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 no existing buildings on site. A portion of the land is currently being used as a regional storm water detention pond. The remainder is open, grassy field. Water and sewer are along the northern border, and the developer will coordinate with Bentonville Water and Sewer for what may be needed on site as the plans begin to develop.

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.

Thank you,

Barry R. Williams, PLA, ASLA
Project Manager

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.



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-High Density Multifamily 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	5,000	-	50'	40%	45%
	Two-family	5,000	-	50'	50%	55%
	Townhouse unit	2,000	-	20'	-	-
	Townhouse structure	6,000	2,000	60'	65%	70%
	Multi-family	6,000	1,500	60'	65%	70%
	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 11-09-2021

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-High Density Multifamily 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:

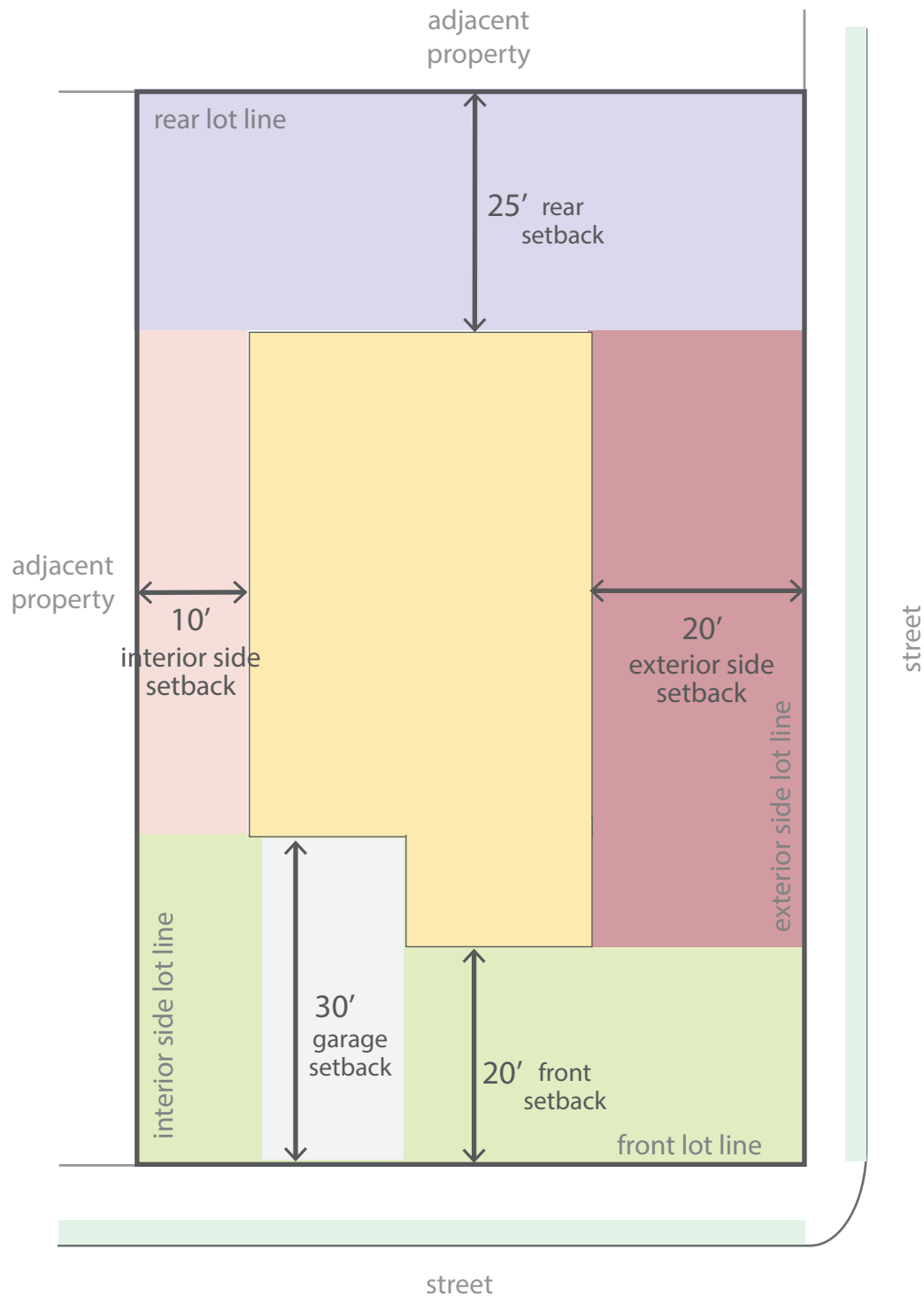
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family Residential facility - assisted living Residential facility - temporary shelter Recreation, Education & Assembly Library Park - mini Park - neighborhood Services Child care – registered family home (5 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 – licensed center Child care – licensed family home (6-16 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 Donation boxes

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-High Density Multifamily Residential

Setback Illustration



NOTICE OF INTENT TO REZONE

Plateau Properties, LLC

has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

C-2

to

R-3

The legal description of the property is as follows:

LOT 18 OF RAINBOW JUNCTION, AS PER PLAT RECORD 2016-379 IN THE OFFICE OF

THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

The common description of the property is: Southwest the intersection of SW Winsted Ln and SW Rainbow Ln

Proposed land use: Medium Density Residential

The public hearing will be held January 18, 2022 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:

This is a retention pond, we do not understand the need for this to occur and would more than likely violate the entire reason for the retention pond. Need more info on reason for change in zoning.

Signature

Physical Address

RESOLUTION NO. _____

**A 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 GENERAL COMMERCIAL TO
MEDIUM DENSITY RESIDENTIAL (PROJECT NUMBER: RZ21-0087).**

WHEREAS, Plateau Properties, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of General Commercial to Medium Density Residential on the City of Bentonville Future Land Use Map, which property is described as follows:

LOT 18 OF RAINBOW JUNCTION, AS PER PLAT RECORD 2016-379 IN THE OFFICE
OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY,
ARKANSAS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 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 **Error! Reference source not found.** Commercial 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 _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL COMMERCIAL TO R-3 MEDIUM-HIGH DENSITY MULTIFAMILY RESIDENTIAL (PROJECT NUMBER: RZ21-0087).

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

LOT 18 OF RAINBOW JUNCTION, AS PER PLAT RECORD 2016-379 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 C-2, General Commercial to R-3, Medium-High Density Multifamily Residential.

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

REZONING STAFF REPORT



Bowser Shattuck Group, LLC

702 SE D Street

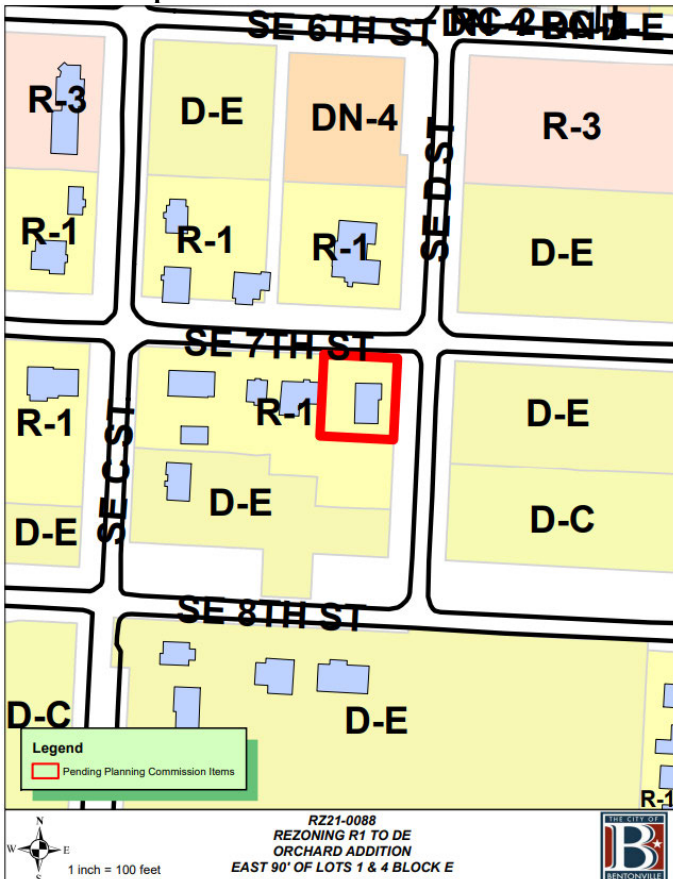
PC Date: 2/1/2022

Reviewer: Jon Stanley, Senior Planner, ASLA, APA

Project Number	RZ21-0088
Applicant / Current Owner	Bowser Shattuck Group, LLC
Site Area	+/- 0.21 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	Downtown Commercial (DC)

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

Location Map



Property Description

This property is located at 702 SE D Street. It is currently zoned R-1, Low Density Single Family Residential, and adjacent zoning districts are R-1, Low Density Single-Family Residential to the north, south, and west and DE, Downtown Edge to the east.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

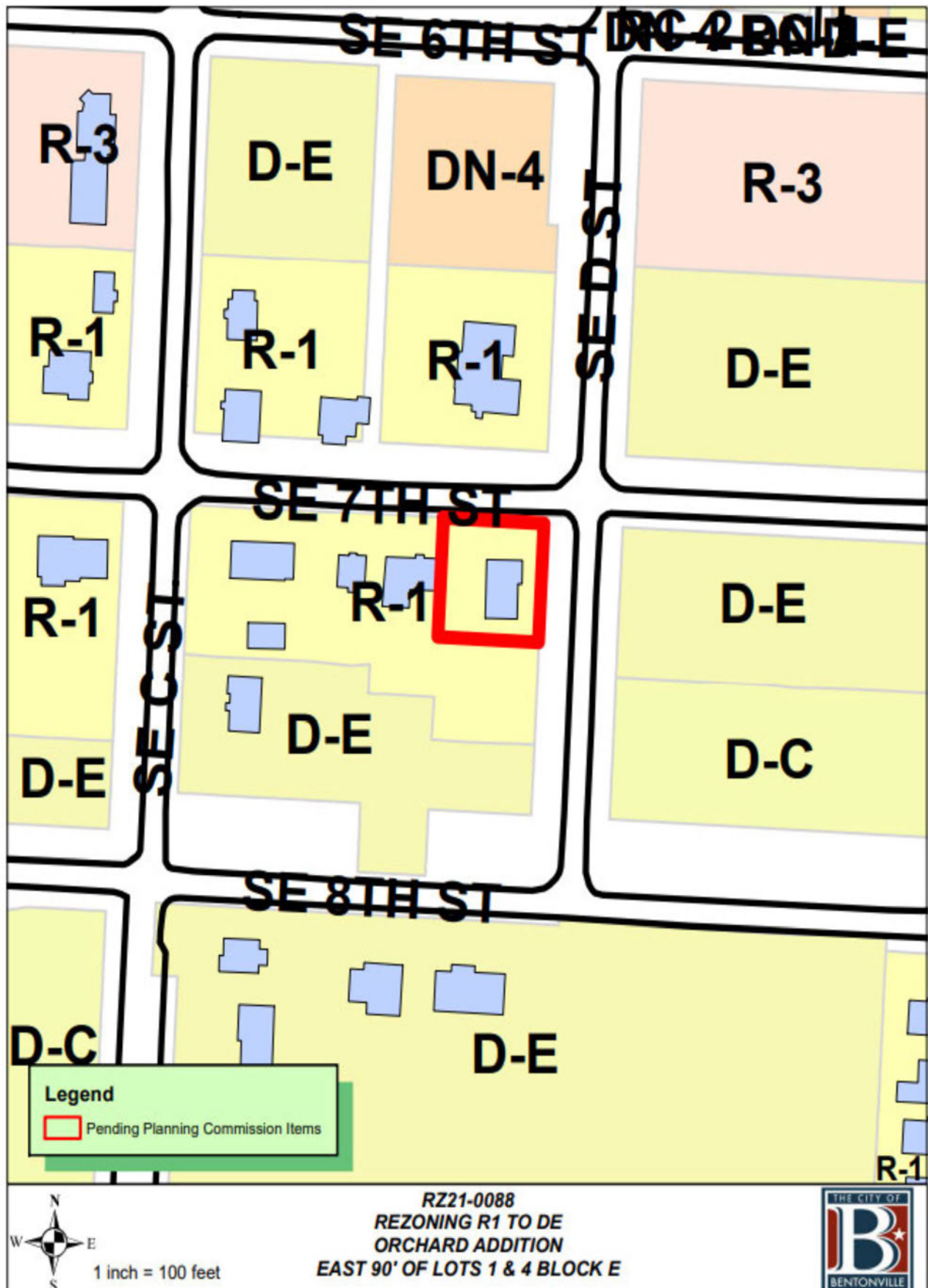
Analysis

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

Conclusion

This rezoning request is consistent and compatible with existing land use patterns. Staff recommends approval of the Future Land Use Map amendment and the rezoning request.

Note: This item was tabled to the February 1 Planning Commission Meeting for a second public hearing due to Public Notice not being published in the paper 15-days prior to the January 18 Planning Commission Meeting.





James Layout Services, LLC

PO Box 611 Farmington, Arkansas 72730

(479) 445-7731

jameslayoutservices@yahoo.com

*December 3rd. 2021
Planning Department
City of Bentonville
315 S.W. "A" St.
Bentonville, AR 72712*

***Re: 702 SE D Street
Bentonville, AR 72712
Rezoning Request***

We are representing a request by Hunter Banwarth to rezone the property located at 702 SE D Street. The property currently has a home and the owner would like to adjust the property by dedicating the northern property line to the master street plan right-of-way but would like to vacate some right-of-way from the City.

- *The property is currently zoned R-1 Single Family Residential. The proposed zoning is Downtown Edge.*
- *The property to the east and northeast of the property is currently zoned downtown edge.*

*Sincerely,
James Layout Services, LLC*

***Nick Rumancik
Project Manager***

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge



The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely, but are separated by setbacks.

Primary and Secondary Streets: Developments that face **primary streets** have specific regulations pertaining to the relationship between the building and the street. The designated **primary streets** in the downtown districts are: Central Avenue, SW A Street, SW 8th Street, and S. Main Street. All other streets in the downtown districts shall be considered **secondary streets**.

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

District	Building type	Lot area		Min. land area /dwelling unit (sq. ft.)	Lot width		Min. lot depth	Lot coverage	
		Min.	Max.		Min. lot width	Max. lot width		Min.	Max.
DE	All	None	None	-	None	None	-	None	80%

Setback Standards:

District	Building type	Front Yard		Side Yard		Rear			
		Min.	Max.	Min.	Max.	Adjacent to Residential		Adjacent to Non-residential	
						Min.	Max.	Min.	Max.
DE	Residential	-	20'	7'	-	12'	-	7'	-
	Nonresidential	-	0'	7'	-	12'	-	7'	-

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to an arterial or collector street	Min. setback adjacent to a downtown residential street
DE	8'	4'	6'

Applied to encroachments such as canopies, awnings and balconies.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Chicken - hobby Community Garden Greenhouse Plant nursery Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two family Recreation, Education & Public Assembly Commercial recreation facility - indoor Commercial recreation facility - outdoor Community Center Cultural studio Library Park - mini Park - neighborhood Services Adult day care ATM machine Cemetery or mausoleum Child care - commercial Child care - residential (4 children) Child care - residential (5 – 10 children) Copy facilities Financial institution Governmental services facility Maintenance service Medical services - doctor office Medical services - laboratory Medical services - urgent care clinic Office - small scale ($\leq 4,000$ gsf) Personal services Postal services Repair services - household Retail Artisan shop Bakery Mobile food vendor Outdoor vending - private property Outdoor vending - public right-of-way Retail - small scale ($\leq 4,000$ gsf) Sidewalk café in public right-of-way	Agriculture and Animals Animal clinic Urban farm Residential Home occupation - type b Recreation, Education & Assembly Aquarium Arena / auditorium Conference / convention center Educational facility Event center Museum Religious facilities Services Lodging - bed & breakfast Lodging - hotel / motel Office/warehouse Public safety services Retail Bar, lounge or tavern Restaurant Transportation / Utilities Parking facility (as principal use) Utility facility Wireless communication facility (cell tower) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory - nonresidential

NOTICE OF INTENT TO REZONE

BOWSER SHATTUCK GROUP LLC. has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

P-1 Low Density Single Family to DE DOWNTOWN EDGE
RESIDENTIAL

The legal description of the property is as follows:

THE EAST 90 FEET OF LOTS 1 AND 4, BLOCK "E", ORCHARD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "A" AT PAGE 89, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. TO-WIT: BEGINNING AT A FOUND IRON PIN FOR THE NORTHEAST CORNER OF SAID LOT 1 AND RUNNING THENCE S02°36'52"W 100.00' TO A SET IRON PIN, THENCE N87°18'55"W 89.96' TO A FOUND IRON PIN, THENCE N02°32'27"E 99.99' TO A FOUND IRON PIN, THENCE S87°19'12"E 90.09' TO THE POINT OF BEGINNING. CONTAINING 0.21 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

The common description of the property is: 702 SE D STREET

The public hearing will be held January 18th, 2022 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or 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.

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

Signature and Physical Address

Signature and Physical Address

Bentonville AR,
72712

To Whom It May Concern

Re: Zoning meeting, January 18, 2022. 702 D Street. Bowser Shattuck Group LLC

From: FSB Realty/Property owner at 403 SE 8th Street

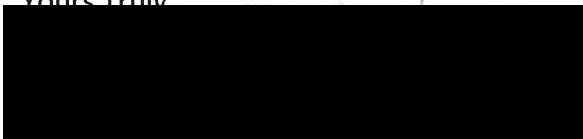
This letter is to formally express disagreement with the rezoning of 702 SE D Street for the following reasons:

- 1.) The properties referenced in the submitted proposal 'already zoned DE properties to the east and northwest'. However, these two referenced properties are very large plots of land and take up the entire block. It does not consist of independent individual owner strategies. Instead rezoning occurred through a land acquisition strategy with the goal of creating a unified look for combined multi-family housing and commerce with large developers who have money to build and create a look and feel in downtown Bentonville not easily achieved by a smaller investor or homeowners with a single land parcel.
- 2.) As stated in the rezoning of Downtown Bentonville, R1 property is to service a low-density development, with the goals of the highest value because of lot lines and land use. Adjacent to this property, and within the same block, all other lots are zoned R-1, with lots sized very similar in nature. The only exception on this block are the three lots that are on 8th street, which all face a 5-lane road, 2 sidewalks, and a 10' bike path. Large buildings on this side of the block make sense considering the transportation infrastructure and city supported parking is much different versus single parcel owners who are on the opposite side of the block.
- 3.) The argument to rezone by using property to the East and Northeast are DE, is inconsistent because also true is that the property and block directly across are all R1 to the North and West of the same street. If the property in question also owned the entire north side of properties on this block, rezoning to DE might make sense because it would have a cohesive look and feel of development. Instead, the question at hand, would allow for one lot owners to develop an DE building, even though the remaining and adjacent owners are all R1. There is a slippery slope of single parcel lot owners (as in this case) on this block requesting a rezoning and allowing other parcel owners to remain as R1. This would undermine the development efforts in Downtown Bentonville creating an incohesive development plan within the entire block, which impacts all property owners not only on this block but for all Downtown Bentonville residents who reside in R1 designated areas.
- 4.) R1 Parcel owners on this block actually have the greatest chances of increasing property values for every R1 property owner on this block and adjacent blocks. However, a mis-matched development strategy where some lots are R1 and some are DE, without a pattern or cohesive design can actually have a negative effect on property values for everyone regardless of zoning designation.

- 5.) The transportation plans better accommodate a DE zoning for C Street and 8th street adjacent properties as they are larger and accommodate more traffic and parking. The property in question does not border any of these streets.
- 6.) It must be the intent of this parcel to have a commercial front or else a request for DN1, DN2, DN3, DN4, R2, R3, R4 would have been requested instead. A DE designation next to R1 designated properties everywhere else, are not cohesive, and commercial traffic will impact every R1 resident on this and adjacent blocks. It will also impact green space on this block for physically and visually adjacent R1 parcels—a clear goal of Downtown Bentonville revitalization efforts. Combined with parking requirements for a DE on this lot will become the owners' issue to provide, however due to the lot size it will be every neighbor's issue because a good commercial concept will drive consumer demand to that location, which this lot size cannot support entirely on its own. A sustainable business will have consumer traffic far and above the limited designated parking designated spots available to support. Even with the goal of creating more pedestrian walkways, these walkways are supported on C Street across 8th street (not D Street), So pedestrian traffic from 8th street is not easily gained from the cross section of C and 8th in the transportation plans approved to date.
- 7.) If all the remaining lots were owned by one owner, or if every owner was requesting to rezone at the same time, then reclassification of these parcels could make more sense. However, a single parcel requesting to rezone has a more detrimental impact to all other property owners if allowed to pass at council without regard to owners who have purchased land for R1 in close range to 702 SE D Street.

I appreciate the opportunity to express views on this proposal.

Yours Truly,



ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER RZ21-0088).

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

EAST 90 FEET OF LOT'S 1 & 2, BLOCK E OF ORCHARD ADDITION TO BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK A AND PAGE 89, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 R-1, Low Density Single Family Residential to DE, Downtown Edge.

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Hatfield & Cook, LLC

SE Tara Ridge

PC Date: 2/1/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0089
Applicant / Current Owner	Hatfield & Cook, LLC
Site Area	+/- 5.12 acres
Current Zoning	A-1, Agricultural
Requested Zoning	R-3, Medium-High Density Multifamily Residential
Future Land Use Map Designation	Residential Estate (RE)
Requested Future Land Use Map Designation	Medium-Density Residential (MDR)

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

Location Map



Property Description

This property is located on SE Tara Ridge. The property is surrounded by C-2, General Commercial to the north, county land to the east, City of Rogers to the south, and R-3, Medium-High Density Multifamily Residential to the west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Residential Estate. The applicant requests a change in the Future Land Use Plan to Medium Density Residential. These 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.

The property is located within Priority Area 2, Infill, as identified in Chapter 4 of the Bentonville Community Plan. This area supports the development of vacant properties already served by infrastructure within the context of existing development.

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

Analysis

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 before 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 areas as buffer or transitional zones between single-family and other uses not compatible with low-density residential development.

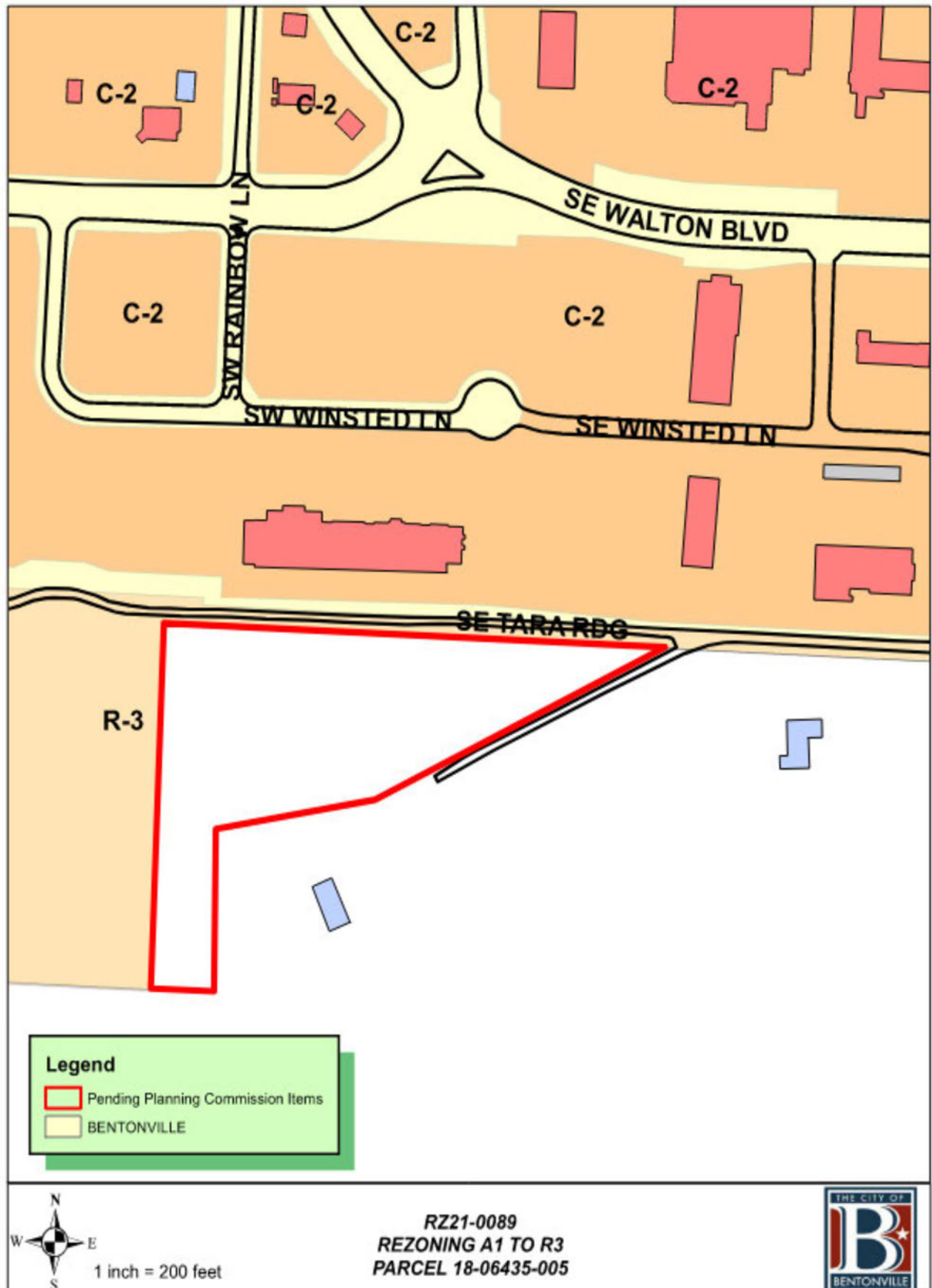
This rezone is consistent with the Regional Airport Boulevard Model Bock Development Program by using medium-density residential as a buffer between intense commercial and lower-density residential.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing R-3 zoning districts in the immediate area.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.

Note: This item was tabled to the February 1 Planning Commission Meeting for a second public hearing due to Public Notice not being published in the paper 15-days prior to the January 18 Planning Commission Meeting.





December 10, 2021

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Rezoning of Property (Parcel #18-06435-005)

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 Hatfield & Cook, LLC. The adjacent properties are zoned R-3 and Benton County property. 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 192 detached multi-family units (7.56 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 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 and west.

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,

Daniel Ellis, P.E.
Senior Vice President



December 14, 2021

Bentonville Current Planning
305 SW A Street
Bentonville, AR 72712

RE: Change in Future Land Use Plan (Parcel #18-06435-005)

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 Hatfield & Cook, LLC. The adjacent properties are noted as Medium Density Residential and Residential Estate. 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 Rainbow Rd 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 land is comprised of hay/grass cover with some larger trees throughout. Water and sewer are readily available on this site.

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.

Thank you,

Elizabeth Topping, E.I., CFM

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.



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-High Density Multifamily 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	5,000	-	50'	40%	45%
	Two-family	5,000	-	50'	50%	55%
	Townhouse unit	2,000	-	20'	-	-
	Townhouse structure	6,000	2,000	60'	65%	70%
	Multi-family	6,000	1,500	60'	65%	70%
	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 11-09-2021

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-High Density Multifamily 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:

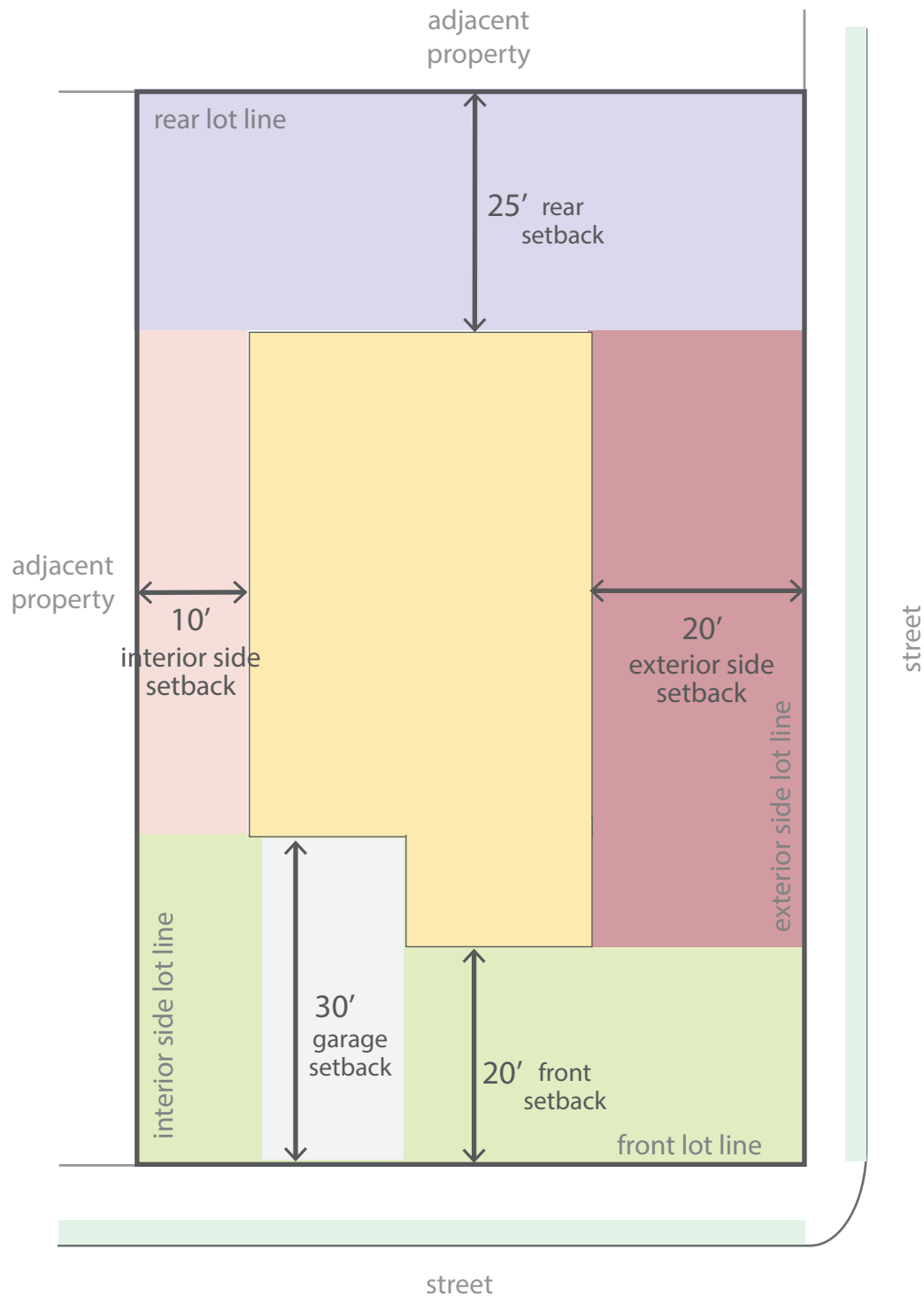
ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Community garden Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two-family Residential facility - assisted living Residential facility - temporary shelter Recreation, Education & Assembly Library Park - mini Park - neighborhood Services Child care – registered family home (5 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 – licensed center Child care – licensed family home (6-16 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 Donation boxes

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-High Density Multifamily Residential

Setback Illustration



NOTICE OF INTENT TO REZONE

HATFIELD & COOK LLC

has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

A-1

to

R-3

The legal description of the property is as follows:

SEE ATTACHED EXHIBIT

SOUTHWEST THE INTERSECTION OF SE TARA RIDGE
AND SE RAINBOW RD

The common description of the property is:

MEDIUM DENSITY RESIDENTIAL

Proposed land use:

The public hearing will be held JANUARY 18, 20 22 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:

Signature

Physical Address

NOTICE OF INTENT TO REZONE

HATFIELD & COOK LLC

has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

A-1

to

R-3

The legal description of the property is as follows:

SEE ATTACHED EXHIBIT

SOUTHWEST THE INTERSECTION OF SE TARA RIDGE

The common description of the property is: AND SE RAINBOW RD

Proposed land use: MEDIUM DENSITY RESIDENTIAL

The public hearing will be held JANUARY 18, 20 22 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:

* Please see attached *

Physical Address

We are afraid putting 43 structures on this property could cause additional water issues.

Traffic issues-Tara Ridge is not a maintained road.

Rainbow Rd. is hard to pull out on currently. I

Rainbow Rd. is already backed up due to there being no light.

MEETING TIME 4:00 PM 1-18-21

- 1) Water Drainage Across my Property. Directed from Bentonville,
- 2) Traffic on Tara Ridge Ln on non maintained street not wide enough for 2 way traffic
- 3) Rainbow RD and Walton has Right turn only at STOP sign
FROM 7:00 AM TO 7:00 PM
- 4) Water Drainage now Causes Erosion on my Property now.

3:41

LTE



50 SE Tara Ridge

PROPERTY
IN QUESTION



PATH of WATER



50 SE Tara Ridge
Building

PATH OF WATER

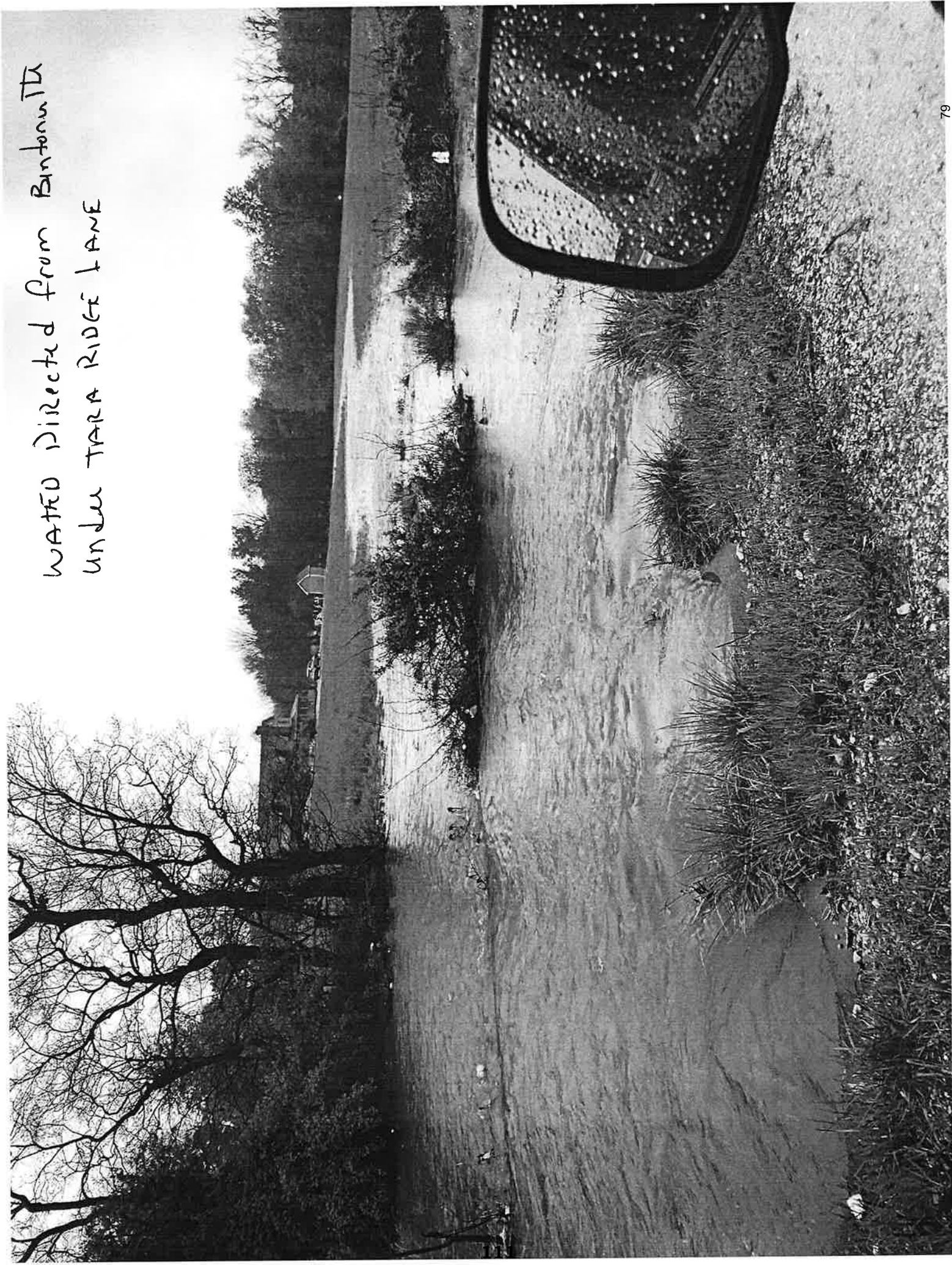
← WATER FLOW

2" RAIN





WATER Directed from Bantou
UNDER TARA RIDGE LANE



RESOLUTION NO. _____

A 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 ESTATE TO MEDIUM DENSITY RESIDENTIAL. (PROJECT NUMBER: RZ21-0089).

WHEREAS, Hatfield & Cook, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of Residential Estate to Medium Density Residential on the City of Bentonville Future Land Use Map, which property is described as follows:

PART OF THE NE1/4 OF THE SE1/4 AND PART OF THE NW1/4 OF THE SE1/4 OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID NE1/4 OF THE SE1/4, THENCE N2°10'19"E 612.20 FEET, THENCE N87°20'20"W 532.82 FEET TO THE POINT OF BEGINNING, THENCE S63°47'16"W 576.65 FEET, THENCE S80°20'13"W 288.41 FEET, THENCE S0°39'38"W 271.33 FEET, THENCE N87°36'36"W 112.63 FEET, THENCE N2°09'10"E 611.05 FEET, THENCE S87°22'45"E 895.41 FEET TO THE POINT OF BEGINNING, AND HAVING ACCESS, TO BENTON COUNTY ROAD #51 BY A 50 FOOT EASEMENT SHOWN ON PLAT RECORD 35 PAGE 30 IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 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 Estate 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 _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

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-HIGH DENSITY MULTIFAMILY RESIDENTIAL (PROJECT NUMBER: RZ21-0089).

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

PART OF THE NE1/4 OF THE SE1/4 AND PART OF THE NW1/4 OF THE SE1/4 OF SECTION 7, TOWNSHIP 19 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF SAID NE1/4 OF THE SE1/4, THENCE N2°10'19"E 612.20 FEET, THENCE N87°20'20"W 532.82 FEET TO THE POINT OF BEGINNING, THENCE S63°47'16"W 576.65 FEET, THENCE S80°20'13"W 288.41 FEET, THENCE S0°39'38"W 271.33 FEET, THENCE N87°36'36"W 112.63 FEET, THENCE N2°09'10"E 611.05 FEET, THENCE S87°22'45" E895.41 FEET TO THE POINT OF BEGINNING, AND HAVING ACCESS, TO BENTON COUNTY ROAD #51 BY A 50 FOOT EASEMENT SHOWN ON PLAT RECORD 35 PAGE 30 IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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-High Density Multifamily 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-High Density Multifamily Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

City Clerk

REZONING STAFF REPORT



2303 Southeast J Street LLC

2403 SE J Street

PC Date: 2/1/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0090
Applicant / Current Owner	2303 Southeast J Street LLC
Site Area	+/- 1.72 acres
Current Zoning	I-1, Light Industrial
Requested Zoning	C-2, General Commercial
Future Land Use Map Designation	Office (O)

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

Location Map



Property Description

This property is located at 2403 SE J Street. The property is surrounded by A-1, Agricultural to the north, I-1, Light Industrial to the east and south, and C-1, Neighborhood Commercial to the west.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as Office. These areas include properties primarily dedicated to professional employment/office uses but can accommodate accessory commercial uses such as restaurant, service, or convenience uses oriented to serving office tenants. These areas can include stand-alone office buildings or be designed as multi-building office parks or campuses. These areas are considered lower-intensity development, relative to other commercial areas.

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

Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

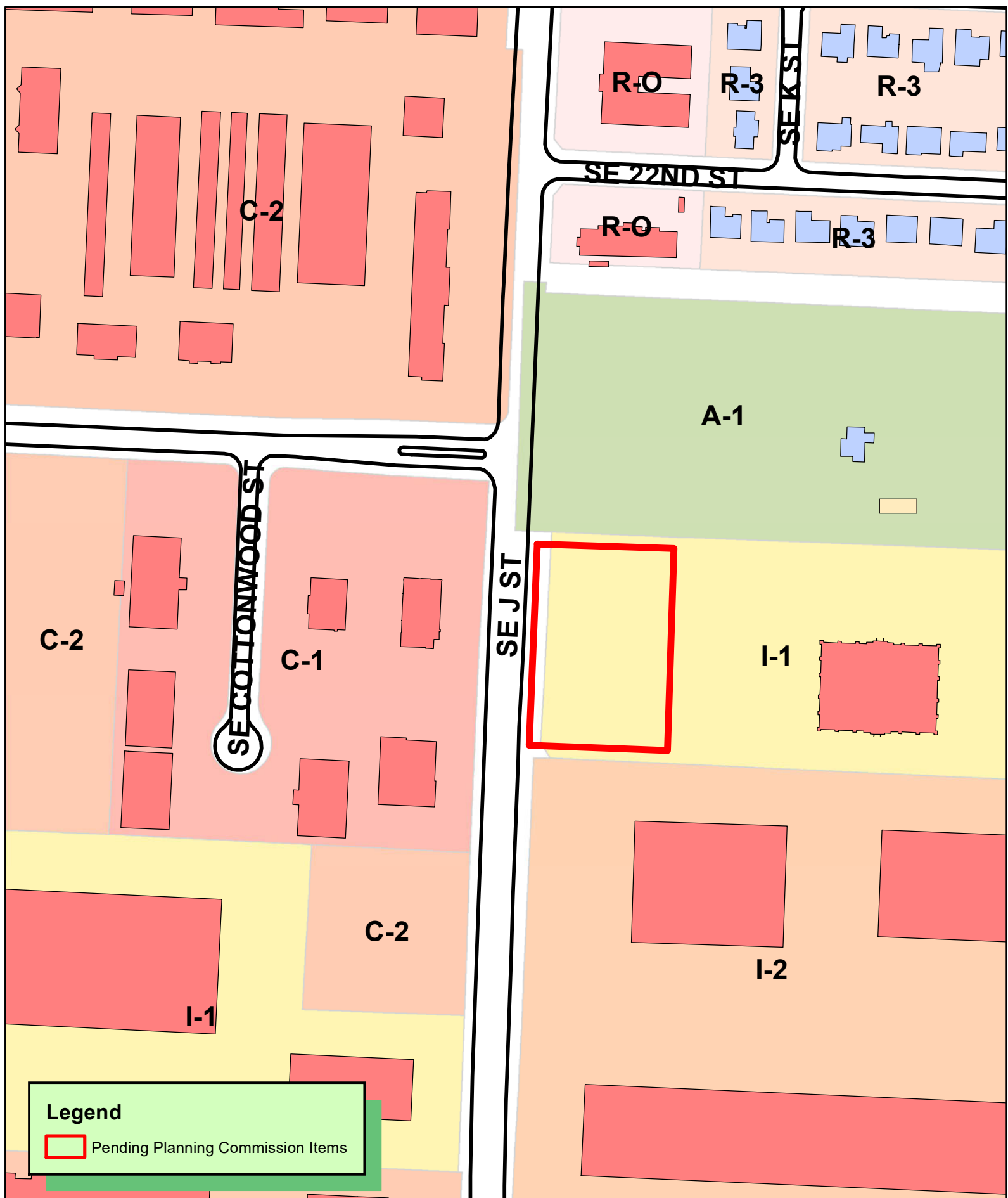
Analysis

The C-2 district is established to be the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

This rezoning request is consistent with the Future Land Use Plan and the intent of the C-2 zoning district, as this lot is located off of an Arterial road. Additionally, this request is consistent with surrounding land-use patterns as there are existing C-2 zoning districts in the immediate area.

Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.



December 28, 2021

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

**RE: Rezone Request
2403 SE J Street
Bentonville, AR 72712**

Dear Planning Department,

Morrison-Shiple | Halff, on behalf of 2303 Southeast J Street LLC, is respectfully submitting a rezone request for the property located at 2403 SE J Street, Parcel ID 01-18767-000, in Bentonville, AR. The property is currently zoned I-1, and the proposed zoning is C-2 to allow the owners more flexibility for future retail/office developments. The proposed C-2 zone will be compatible with the surrounding industrial and commercial zonings and will also provide compatibility with the Land Use Plan. Traffic, signage, and appearance are anticipated to be compatible with all surrounding developments. There is a 12" water main on the west side of the property and an 8" water main on the south side of the property. There is an 8" sanitary sewer line on the west side of SE J Street, as well as an 8" sanitary sewer line to the east near SE Otis Corley Drive.

Please let me know if you have any questions or if you need any additional information.

Sincerely,

Morrison-Shiple | Halff



Patrick Foy, P.E.
Project Manager

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-2, General Commercial



The C-2 District represents the least restrictive of the commercial districts and is designed to serve the planning area and highway travelers. This district shall congregate on local arterial streets in such a manner as to minimize disruptions of through traffic and shall be interspersed within the corporate boundaries.

Maximum Density Allowed: N/A

Maximum Height Allowed: 60 feet

Height Exception: Any structure exceeding the listed maximum height shall be set back an additional 1 foot for each foot in excess of the maximum height allowed for that district.

Lot and Area Standards:

District	Building type	Min. lot area (sq. ft.)	Min. land area / dwelling unit (sq. ft.)	Lot width		Max. lot coverage	
				Min. lot width	Max. lot width	Interior lot	Exterior lot
C-2	All	7,000	-	70'	-	60%	60%

Minimum Setback Standards:

District	Front		Side		Rear	
	Parking in front	No parking in front	Adjacent to non-residential district	Adjacent to residential district	Adjacent to non-residential district	Adjacent to residential district
C-2	50'	20'	7'	30'	20'	30'

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

C-2, General Commercial

ALLOWED BY RIGHT		CONDITIONAL
Agriculture and Animals Animal clinic Animal - domestic or household Botanical garden Greenhouse Plant nursery Residential Dwelling – condominium Dwelling - multifamily Residential facility - assisted living Residential facility - extended medical care Residential facility - temporary shelter Services Adult day care ATM machine Auction house Auto or equipment auction Automobile repair Car wash Cemetery or mausoleum Child care – licensed center Child care – registered family home (5 children) Child care – licensed family home (6-16 children) Financial institution Funeral home Governmental services facility Lodging - hotel / motel Maintenance service Medical services - hospital Medical services - doctor office Medical services - urgent care clinic Medical services - laboratory Medical services - substance abuse or mental health treatment clinic Office Office / warehouse Personal services Postal services Repair services - household Repair services - equipment, large appliances	Retail Artisan shop Auto and vehicle sales/rental Bakery Bar, lounge or tavern Building and landscape material sales Equipment rental - indoor Equipment rental - outdoor Gas station Recreational vehicle and boat sales/rental Outdoor vending - private property Package liquor store Packaged sale of beer and/or light wine Packaged sale of beer, light wine and/or spirits Restaurant Restaurant, drive-in Restaurant, drive-through Retail Industrial and Warehousing Laboratory – dental or medical Laboratory – research Mini-warehouse storage Taxidermy Transportation / Utilities Broadcasting studio Parking facility (as principle use) Recreation, Education & Assembly Aquarium Arena / auditorium Community Center Commercial recreation facility – indoor Conference / convention center Cultural studio Event center Library Museum Library Museum Park – community, mini, neighborhood	Agriculture and Animals Animal kennel or shelter Urban farm Residential Residential facility – rehabilitation Recreation, Education & Assembly Commercial recreation facility – outdoor Educational facility Golf course Outdoor music venue Religious facilities Services Crematory Public safety services Retail Construction / heavy equipment sales/rental Convenience store that sells beer and/or light wine for off-site consumption within 500 ft. of a city owned park or trail Convenience store that sells beer, light wine/and or spirits for off-site consumption within 500 ft. of a city owned park or trail Outdoor vendor park Package liquor store within 500 ft. of a city owned and maintained park or trail Restaurant – microbrewery Sexually oriented business Industrial and Warehousing Contractor maintenance yard Manufacturing and/or distribution plant, alcoholic beverages of every kind and type Manufacturing and/or distribution plant, alcoholic beverages of every kind and type within 500 ft. of a city owned and maintained park or trail Mining Transportation / Utilities Airport facilities Transportation facilities excluding airports Utility facility Wireless communication facility (cell towers) Other Temporary uses
ACCESSORY		
Residential Dwelling – accessory	Transportation / Utilities Solar energy system Wind energy system, small	Other Building, accessory – nonresidential Donation box

R221-0090

NOTICE OF INTENT TO REZONE

Morrison-Shipley | Halff has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

I-1 to C-2

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

The common description of the property is: 2403 SE J Street

The public hearing will be held February 1, 20 22 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or 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.

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:

Signature and Physical Address

Signature and Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS FROM ITS PRESENT ZONING CLASSIFICATION OF I-1, LIGHT INDUSTRIAL TO C-2, GENERAL COMMERCIAL (PROJECT NUMBER RZ21-0090).

WHEREAS, 2303 SE J Street LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of I-1, Light Industrial to C-2, General Commercial to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 3, GREENWICH VILLAGE CONDOMINIUMS SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS PER PLAT FILED FOR RECORD IN PLAT BOOK & PAGE L201959000.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 I-1, Light Industrial to C-2, General Commercial.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of I-1, Light Industrial to C-2, General Commercial to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



Matthew H. Kendall and Rebecca S. Kendall and Pensago LLC

250 and 238 SE B Street

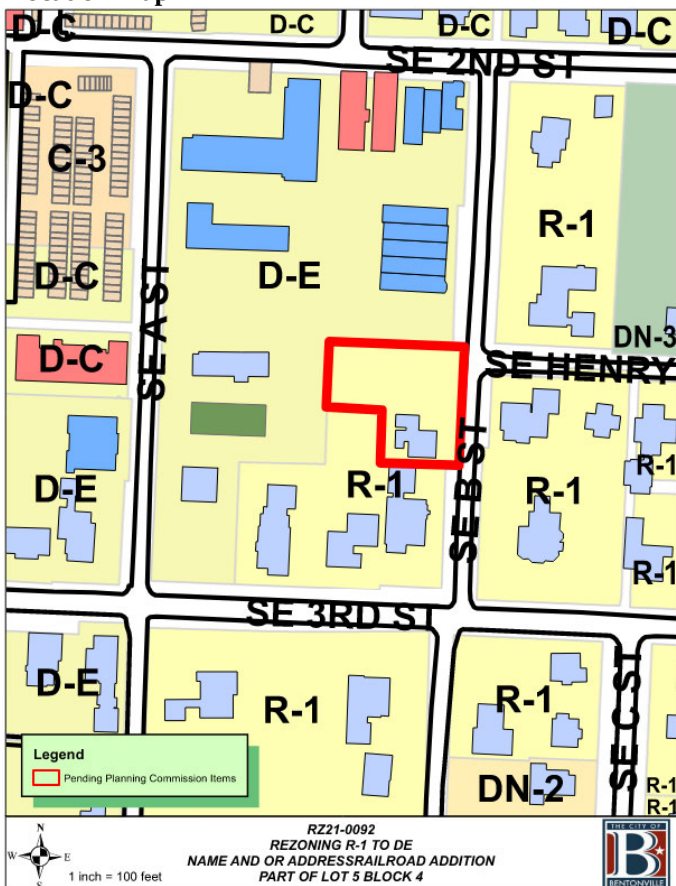
PC Date: 2/1/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	RZ21-0092
Applicant / Current Owner	Mathew H. Kendall and Rebecca S. Kendall and Pensago LLC
Site Area	+/- 0.44 acres
Current Zoning	R-1, Low Density Single Family Residential
Requested Zoning	DE, Downtown Edge
Future Land Use Map Designation	High-Density Residential (HDR)
Requested Future Land Use Map Designation	Downtown Commercial (DC)

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

Location Map



Property Description

This property is located at 250 and 238 SE B Street. The property is surrounded by DE, Downtown Edge to the north and west, R-1, Low Density Single Family Residential to the east and south.

Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as High-Density Residential. The applicant requests a change in the Future Land Use Plan to Downtown Commercial. These areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to active uses.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

Public Comment

At the time of writing this staff report, staff has received one public comment with no objections to the rezoning.

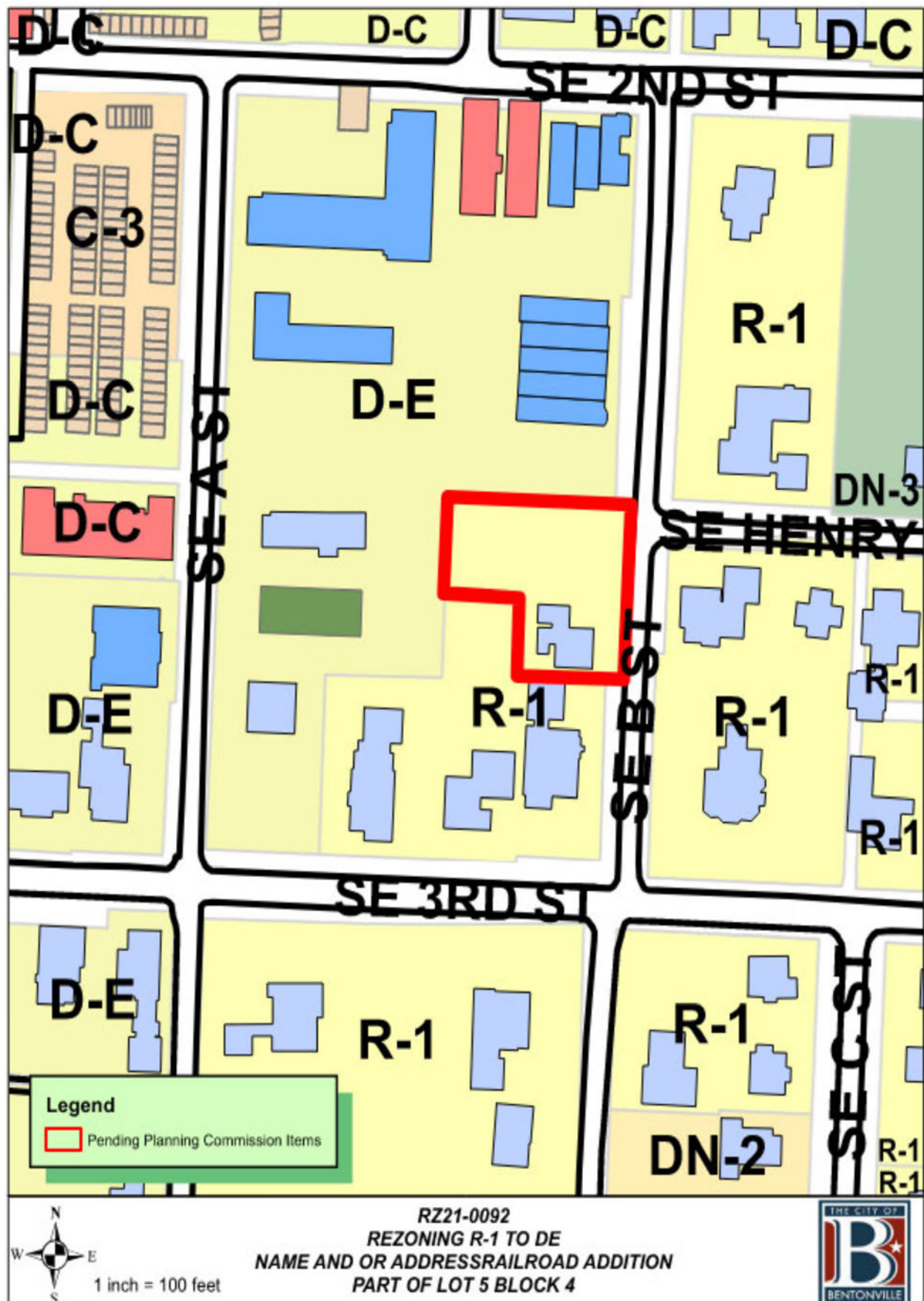
Analysis

The DE district is established to create an area of transition between the Downtown Core with its retail emphasis and the lower-density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed-use allows retail, commercial, office, and residential uses on all floors. Live/work housing, personal services, and small offices are strongly evident in this district. Buildings are spaced closely but are separated by setbacks.

This rezoning request is consistent with the intent of the Bentonville Community Plan and with surrounding land-use patterns as there are existing DE zoning districts within the same block.

Conclusion

This rezoning request is consistent with the Bentonville Community Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.



R221-0092

NOTICE OF INTENT TO REZONE

Matthew H. Kendall and Reecca S. Kendall Revocable Trust, Pensago LLC, Phil Libin and Tammy Sun

_____ has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential



to

DE, Downtown Edge



The legal description of the property is as follows:

See attached

The common description of the property is: 250 Se B Street and 238 SE B Street, Bentonville, AR

The public hearing will be held February 1st, 2022 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

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

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or 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.)

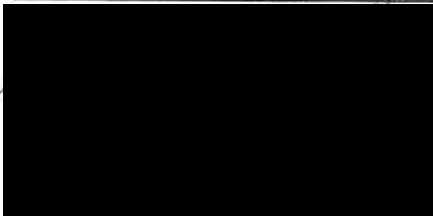
For more information, you may call the Planning Department at (479)271-3122.

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:

I have concerns about increasing the density on this
street without accompanying changes to infrastructure
to handle drainage from storms. We already have significant →



Signature and Physical Address

12/26/2021

REZONING NARRATIVE

Rezoning Request for the following addresses including parcel number and legal description is requested below:

Parcel 1- 250 E B Street (Parcel number 01-03802-000) Legal Description attached Exhibit A

Parcel 2- 238 SE B Street (Parcel number 01-03803-000) Legal Description attached Exhibit B

Parcel 1 and Parcel 2 are currently zoned R-1 Single Family Residential. This request is to rezone both parcels to D-E Downtown Edge and a future land use map amendment to these parcels as downtown commercial from high-density residential. Parcel 1 is currently owned the Matthew H. Kendall and Rebecca S Kendall Revocable Trust and Parcel 2 is currently owned by Pensago LLC.

Parcel 1 has already had both a boundary survey as well as an as-built survey as well as architecture house plans completed for a remodel and add on for a single-family house for the Kendall Trust to own as their principal residence. The Kendall's relied on an online zoning map in early 2021 to design the house that showed it as Downtown Edge but later learned this was in error. Construction on principal residence to begin in April 2022.

Parcel 2 has a survey of the parcel and currently has Burris Architecture working on house plans for a single-family house to be constructed on this parcel. The property is being sold from Pensago to Phil Libin and Tammy Sun who are building their principal residence on the lot in the coming year. Sellers and buyers were also under the impression that this property was already zoned D-E Downtown Edge.

Reason for requesting the rezoning: All parcels north as well as west of these two parcels are already downtown edge (D-E). This rezoning would be consistent with surrounding uses to the north and west and allow the residences as designed to fit on their specific properties. The requested zoning would also allow a good buffer for the properties to the south which are single family residential structures also.

Use and traffic will be consistent with all surrounding parcels and no signage will be used. It will also increase the value of surrounding parcels with higher end new construction. Water and Sewer is available for both parcels.

NOTICE OF INTENT TO REZONE

Matthew H. Kendall and Reecca S. Kendall Revocable Trust, Pensago LLC, Phil Libin and Tammy Sun

_____ has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential



to

DE, Downtown Edge



The legal description of the property is as follows:

See attached

The common description of the property is: 250 Se B Street and 238 SE B Street, Bentonville, AR

The public hearing will be held February 1st, 2022 at 4:00 p.m. It will be held at 305 S.W. "A" Street.

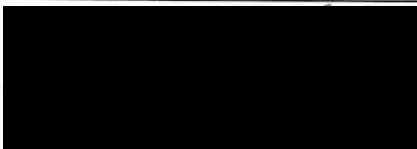
This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or 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.

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:



Robert Craig Soos, Jr.

Signature and Physical Address

Downtown Commercial

Future Land Use Plan Category Description

Res. No. 10-23-18A

Description

Downtown commercial areas include traditional mixed-use developments with a focus on design character and pedestrian access. Ground-floor uses should include activities that capitalize on pedestrian traffic and support street life, such as restaurants, retail, and services that create frequent patron traffic. Upper-floor uses could include offices, services not reliant on ground-floor visibility, and residential units. Parking could be provided in Downtown commercial areas, but only where it is not detrimental to the character of the area and is secondary to an active use.



Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge



The Downtown Edge creates an area of transition between the Downtown Core with its retail emphasis and the lower density residential neighborhoods on the outskirts of downtown. This is the area of downtown with the greatest potential for infill and redevelopment. The physical form of structures begins to shift from commercial to residential character with flexibility in use, taking on a more service-oriented character for surrounding neighborhoods. The horizontal and vertical mixed use allows retail, commercial, office and residential uses on all floors. Live/work housing, personal services and small offices are strongly evident in this district. Buildings are spaced closely, but are separated by setbacks.

Primary and Secondary Streets: Developments that face **primary streets** have specific regulations pertaining to the relationship between the building and the street. The designated **primary streets** in the downtown districts are: Central Avenue, SW A Street, SW 8th Street, and S. Main Street. All other streets in the downtown districts shall be considered **secondary streets**.

Minimum Height Required: No minimum

Maximum Height Allowed: 50 feet

Lot and Area Standards:

District	Building type	Lot area		Min. land area /dwelling unit (sq. ft.)	Lot width		Min. lot depth	Lot coverage	
		Min.	Max.		Min. lot width	Max. lot width		Min.	Max.
DE	All	None	None	-	None	None	-	None	80%

Setback Standards:

District	Building type	Front Yard		Side Yard		Rear			
		Min.	Max.	Min.	Max.	Adjacent to Residential		Adjacent to Non-residential	
						Min.	Max.	Min.	Max.
DE	Residential	-	20'	7'	-	12'	-	7'	-
	Nonresidential	-	0'	7'	-	12'	-	7'	-

Encroachment Standards:

District	Min. height clearance	Min. setback adjacent to an arterial or collector street	Min. setback adjacent to a downtown residential street
DE	8'	4'	6'

Applied to encroachments such as canopies, awnings and balconies.

Disclaimer: FOR INFORMATIONAL PURPOSES ONLY.

In cases of discrepancy between the information presented here and a city ordinance, the city ordinance will prevail.

DE, Downtown Edge

ALLOWED BY RIGHT	CONDITIONAL	ACCESSORY
Agriculture and Animals Animal - domestic or household Chicken - hobby Community Garden Greenhouse Plant nursery Residential Dwelling - condominium Dwelling - modular Dwelling - multi-family Dwelling - single family Dwelling - townhouse or rowhouse Dwelling - two family Recreation, Education & Public Assembly Commercial recreation facility - indoor Commercial recreation facility - outdoor Community Center Cultural studio Library Park - mini Park - neighborhood Services Adult day care ATM machine Cemetery or mausoleum Child care – licensed center Child care – registered family home (5 children) Child care – licensed family home (6-16 children) Copy facilities Financial institution Governmental services facility Maintenance service Medical services - doctor office Medical services - laboratory Medical services - urgent care clinic Office Personal services Postal services Repair services - household Retail Artisan shop Bakery Mobile food vendor Outdoor vending - private property Outdoor vending - public right-of-way Retail Sidewalk café in public right-of-way	Agriculture and Animals Animal clinic Urban farm Residential Home occupation - type b Recreation, Education & Assembly Aquarium Arena / auditorium Conference / convention center Educational facility Event center Museum Religious facilities Services Lodging - bed & breakfast Lodging - hotel / motel Office/warehouse Public safety services Retail Bar, lounge or tavern Restaurant Transportation / Utilities Parking facility (as principal use) Utility facility Wireless communication facility (cell tower) Other Temporary uses	Residential Dwelling - accessory Home occupation - type a Transportation / Utilities Solar energy system Wind energy system, small Other Building, accessory – nonresidential Donation box

RESOLUTION NO. _____

**A 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 HIGH DENSITY
RESIDENTIAL TO DOWNTOWN COMMERCIAL. (PROJECT NUMBER:
RZ21-0092).**

WHEREAS, Matthew H. Kendall and Rebecca S. Kendall and Pensago, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of High Density Residential to Downtown Commercial on the City of Bentonville Future Land Use Map, which property is described as follows:

Parcel 1:

Part of Lot 5, Block 4, Railroad Addition to the City of Bentonville, Benton County, Arkansas, as shown in plat Record "A" at Page 38, and being more particularly described as follows: Beginning 80 feet south of the NE Corner of said Lot 5, and run thence West 90 feet, thence south 65 feet, thence east 90 feet, thence north 65 feet to the point of beginning, and part of the west 75 feet of lots 5 and 8, Block 4, Railroad Addition to The City of Bentonville, Benton County, Arkansas, as shown in Plat Record "A" at Page 38, and being more particularly described as follows: Beginning at a point in an existing fence which is located South 00 Degrees 29 Minutes and 58 Seconds West 2.36 feet from the NE corner of a strip of land 75 feet wide off the West side of said Lots 5 and 8, Except 80 feet off the North end of said 75 Foot Strip, said point being the East property line thereof, thence leaving said East property line and running along said fence line South 89 Degrees 40 Minutes 58 Seconds West 6.99 feet, thence along said fence line south 00 Degrees 19 Minutes 02 Seconds East 63.30 feet, thence along said fence line North 89 Degrees 40 Minutes 58 Seconds East 6.99 feet to the East property line, thence along said East Property Line, North 00 Degrees 29 Minutes 58 Seconds East 63.31 feet to the point of beginning.

Parcel 2:

The North 80 feet of Lot 5, Block 4, Railroad Addition to the City of Bentonville, Benton County , Arkansas; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 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 High Density Residential to Downtown Commercial 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 _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DE, DOWNTOWN EDGE (PROJECT NUMBER: RZ21-0092).

WHEREAS, Matthew H. Kendall and Rebecca S. Kendall and Pensago LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Low Density Single Family Residential to DE, Downtown Edge to be used in accordance with city zoning laws and state laws, which property is described as follows:

PARCEL 1:

PART OF LOT 5, BLOCK 4, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "A" AT PAGE 38, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING 80 FEET SOUTH OF THE NE CORNER OF SAID LOT 5, AND RUN THENCE WEST 90 FEET, THENCE SOUTH 65 FEET, THENCE EAST 90 FEET, THENCE NORTH 65 FEET TO THE POINT OF BEGINNING, AND PART OF THE WEST 75 FEET OF LOTS 5 AND 8, BLOCK 4, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "A" AT PAGE 38, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN AN EXISTING FENCE WHICH IS LOCATED SOUTH 00 DEGREES 29 MINUTES AND 58 SECONDS WEST 2.36 FEET FROM THE NE CORNER OF A STRIP OF LAND 75 FEET WIDE OFF THE WEST SIDE OF SAID LOTS 5 AND 8, EXCEPT 80 FEET OFF THE NORTH END OF SAID 75 FOOT STRIP, SAID POINT BEING THE EAST PROPERTY LINE THEREOF, THENCE LEAVING SAID EAST PROPERTY LINE AND RUNNING ALONG SAID FENCE LINE SOUTH 89 DEGREES 40 MINUTES 58 SECONDS WEST 6.99 FEET, THENCE ALONG SAID FENCE LINE SOUTH 00 DEGREES 19 MINUTES 02 SECONDS EAST 63.30 FEET, THENCE ALONG SAID FENCE LINE NORTH 89 DEGREES 40 MINUTES 58 SECONDS EAST 6.99 FEET TO THE EAST PROPERTY LINE, THENCE ALONG SAID EAST PROPERTY LINE, NORTH 00 DEGREES 29 MINUTES 58 SECONDS EAST 63.31 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE NORTH 80 FEET OF LOT 5, BLOCK 4, RAILROAD ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS; AND,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 1, 2022 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 R-1, Low Density Single Family Residential to DE, Downtown Edge.

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

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk

PROPERTY LINE ADJUSTMENT STAFF REPORT



Dunn and Davis Addition

SW A Street

PC Date: 2/1/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

Project Number	PLA21-0056
Applicant / Current Owner	Bville A Street, LLC
Site Area	+/- 0.24 acres
Current Zoning	DC, Downtown Core
Future Land Use Map Designation	General Commercial (C)

<https://arcris/08HvK8>

Location Map



Property Description

This property is located at SW A Street. It is currently zoned DC, Downtown Commercial with a Future Land Use Classification of General Commercial.

Project Details

A property line adjustment of part of existing Lot 4 and all of existing Lot 5 of Dunn & Davis Addition creating new Lot 17(+/- 0.24 acres) of Dunn & Davis Addition. Additional right-of-way is being dedicated along SW A Street per the requirements of the current Master Street Plan. The plat dedicates additional utility easements to serve the newly created lot.

Waivers

One waiver requested:

- A waiver from Article 1100, Section 1100.16 Street Standards, subsection (b), Right-of-way dedication, which requires right-of-way to be dedicated per the Master Street Plan. The applicant requests to dedicate an additional 5.3 feet of right-of-way instead of the required 7.5 feet.

Analysis and Recommendation

The proposed property line adjustment does not meet the minimum requirements of the Land Development Code because of the requested waiver.

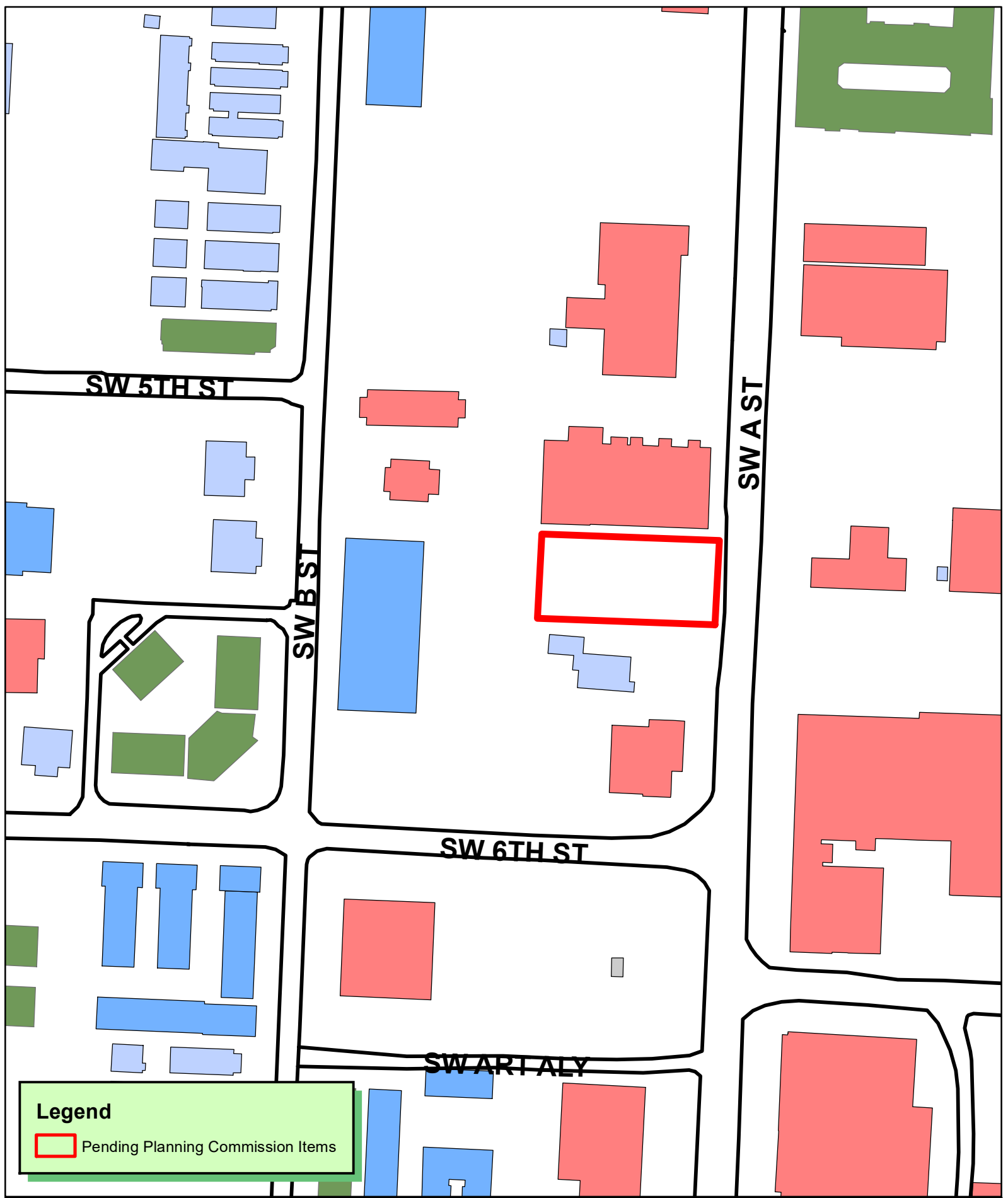
If the Planning Commission approves the requested waiver, staff recommends approval of the property line adjustment. If the commission denies the requested waiver, staff recommends the applicant table their property line adjustment until the proposal is brought into compliance with the Land Development Code.

Standard Conditions of Approval

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

NOTES

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



Legend

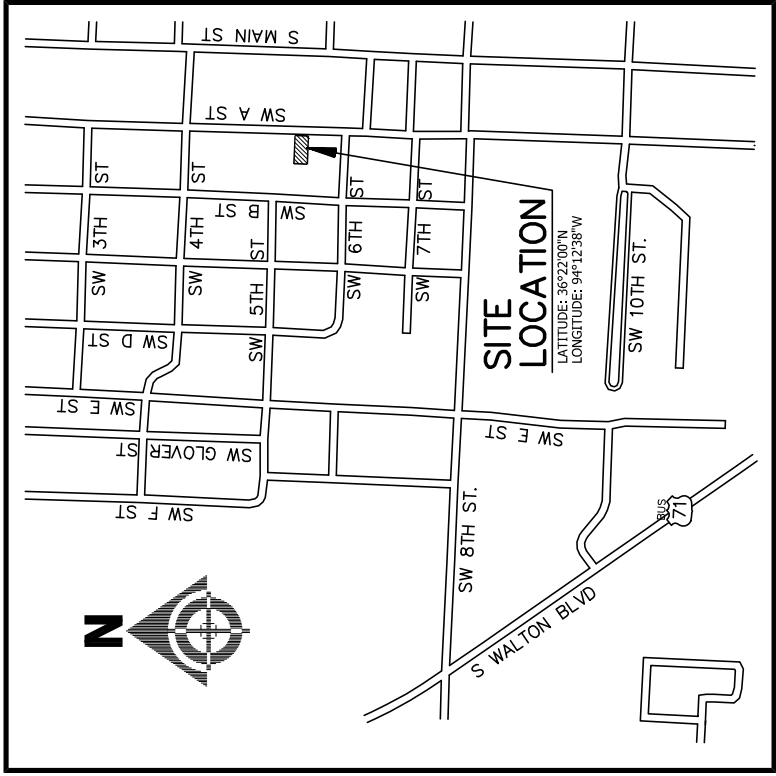
 Pending Planning Commission Items



1 inch = 100 feet

PLA21-0056
PROPERTY LINE ADJUSTMENT
DUNN AND DAVIS ADDITION
LOTS 4 & 5 CREATING LOT 17

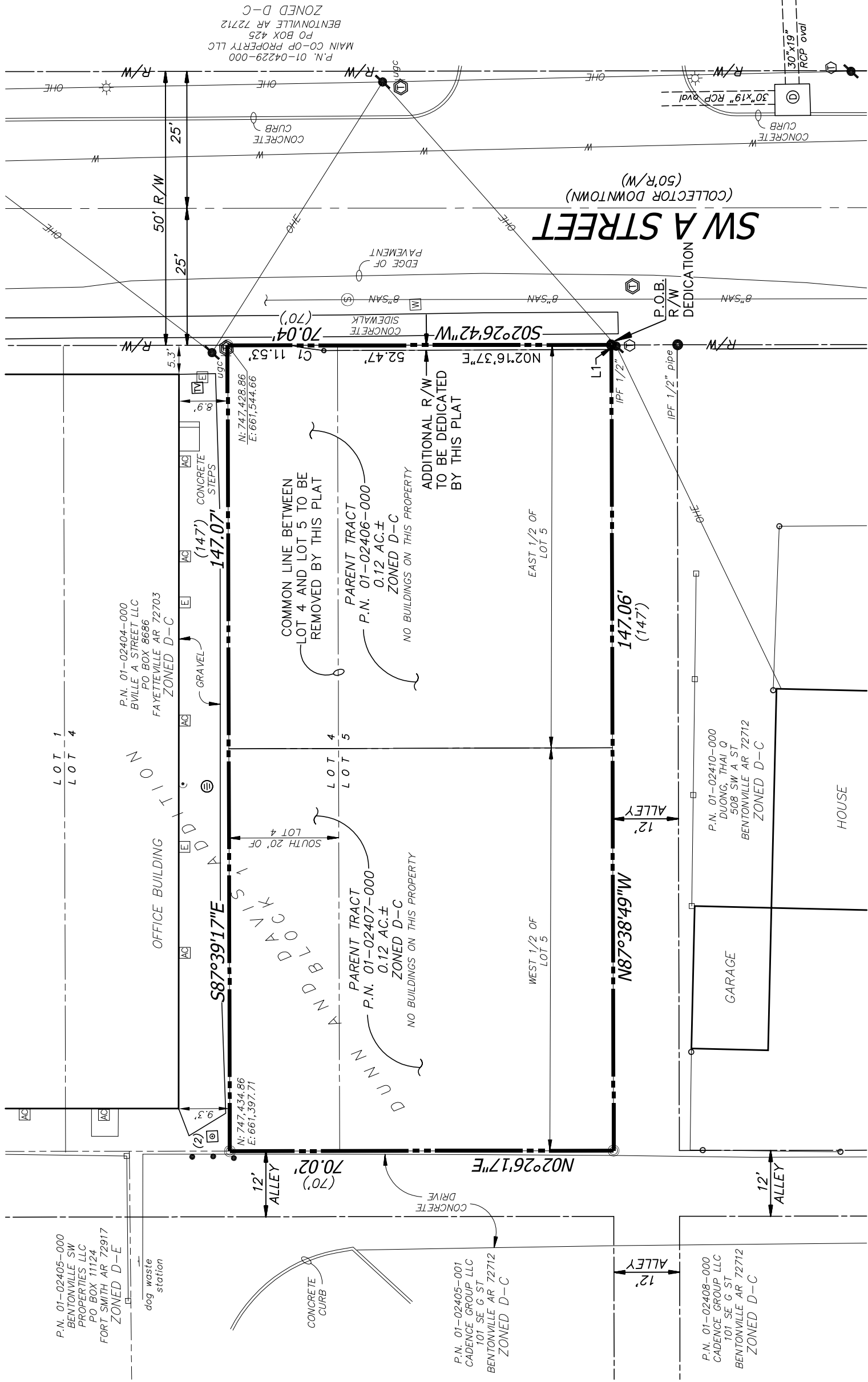
**PROPERTY LINE ADJUSTMENT
OF A PART OF LOT 4 AND ALL OF LOT 5
DUNN AND DAVIS ADDITION**



VICINITY MAP

NOT TO SCALE

CITY OF BENTONVILLE ATLAS PAGE NUMBER 403A



ABBREVIATIONS:

CONCRETE
CORRUGATED PLASTIC PIPE
PAVEMENT
TOP OF CURB
CROWN OF ROAD
FLOW LINE
REINFORCED CONCRETE PIPE
RIGHT OF WAY
UNDERGROUND TELEPHONE CABLE

LEGEND:

	PROPERTY LINE
	PARCEL LINE
	EASEMENT LINE
	RIGHT-OF-WAY LINE
	OVERHEAD ELECTRIC LINE
	WATER LINE
	SANITARY SEWER LINE
	CLIMATE CONTROL DUCT
	WOOD FENCE
	AIR CONDITIONING UNIT
	CLEANOUT
	DRAINAGE MANHOLE
	ELECTRIC METER
	FIRE HYDRANT
	GRADED INLET
	GAS METER
	GUARD POST
	LAMP WIRE
	LAMP POLE
	CABLE TV RISER
	TELEPHONE RISER
	TELEPHONE RISER
	SIGN
	SANITARY MANHOLE
	UTILITY POLE
	TELEPHONE VAULT
	WATER METER
	WATER VALVE

DESCRIPTION OF ADDITIONAL RIGHT-OF-WAY TO BE DEDICATED BY THIS PLAT:

A PART OF LOT 5 AND A PART OF LOT 4, ALL IN BLOCK NUMBER 1 OF THE DUNNINGTON AND DAVIS ADDITION TO THE CITY OF BENTONVILLE AS SHOWN IN PLAT RECORD "B" AT PAGE 117, BENTON COUNTY, ARKANSAS. ALSO DESCRIBED AS FOLLOWS:

[illegible]

GENERAL NOTES:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF THE SURVEYOR OF RECORD. SURVEY IS NON-TRANSFERABLE TO PARTIES OUTSIDE OF THE CURRENT SUBJECT TRANSACTION.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED A PART OF THIS SURVEY.

SITE SPECIFIC NOTES:

1. 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 ON THE INTENT AND TYPE OF THE WORK THAT WILL TAKE PLACE WITHIN THE RIGHT-OF-WAY.

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

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

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

FLOOD CERTIFICATION

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS DETERMINED BY SCALING THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS AND INCORPORATED AREAS.

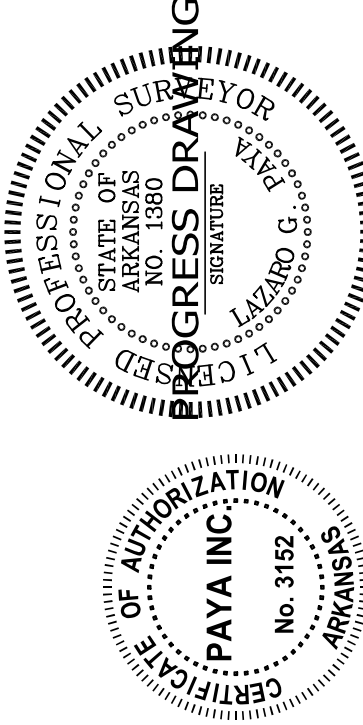
MAP NUMBER: 05007C0255K
REVISED DATE: JUNE 05 2012

ZONING AND SETBACK INFORMATION

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT D-C, DOWNTOWN CORE, AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

OWNER:

BVILLE A STREET LLC
PO BOX 8686
FAYETTEVILLE AR 72703



CERTIFICATE OF SURVEY.

I, LAZARO G. PAYA, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME, BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST, THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

PROGRESS DRAWING
SIGNED: _____

LICENSED PROFESSIONAL SURVEYOR NO. 1380
STATE OF ARKANSAS

DATE OF EXECUTION:

LICENSED PROFESSIONAL SURVEYOR NO. 1380
STATE OF ARKANSAS

REVISED: LP DWG: 21042_PLA SHEET: 1 OF: 1 154

154

PROPERTY LINE ADJUSTMENT

PART OF LOT 4 & ALL OF LOT 5 IN BLOCK 1
DUNN AND DAVIS ADDITION
CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR: **BVILLE A STREET, LLC**

DRAWN BY:	LP	SCALE:	1" = 20'	DATE:	November 2, 2021
REVISED:	LP	DWG:	21042_PLA	SHEET:	1 OF 1

REVISED: LP DWG: 21042_PLA SHEET: 1 OF: 1 154

154

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF EXISTING LOT 4 AND ALL OF EXISTING LOT 5 OF DUNN & DAVIS ADDITION CREATING NEW LOT 17 OF DUNN & DAVIS ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA21-0056).

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of existing Lot 4 and all of existing Lot 5 of Dunn & Davis Addition creating new Lot 17 of Dunn & Davis Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 1, 2022; and,

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

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

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

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

Section 1: That the property line adjustment of existing Lot 4 and all of existing Lot 5 of Dunn & Davis Addition creating new Lot 17 of Dunn & Davis Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

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

PASSED AND APPROVED this _____ day of _____, 2022.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Kirby Romines, City Clerk



Agenda Item Form

Date of Council Meeting	2/8/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☒ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Staff is recommending the Bentonville Utility Board approve the purchase of a 2022 330G John Deere Skid Steer Loader w/Bucket attachment from Stribling Equipment, LLC. This purchase will be through Sourcewell Contract ID # 032119-JDC. The purchase amount of said equipment is \$75,432.68 with taxes, deduct \$11,500.00 for trade-in of 2012 318D John Deere Skid Steer Loader w/Bucket and Broom attachment VIN/ID NO. 1T0318DKVCG226073. For a total price of \$63,932.68. Utility Board passed 5-0.					

Estimated Cost	\$63,932.68
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



www.bentonvillear.com
PLEASE RECYCLE



Memo



To: Bentonville City Council/ Mayor Orman

From: Chris Earl, WRRF Utility Manager

CC: **Preston Newbill, Mike Bender**

Date: **February 8, 2022**

Re: Purchase of 2022 330G John Deere Skid Steer Loader w/Bucket

Staff is recommending the Bentonville City Council approve the purchase of a 2022 330G John Deere Skid Steer Loader w/Bucket attachment from Stribling Equipment, LLC. This purchase will be through Sourcewell Contract ID # 032119-JDC. The purchase amount of said equipment is \$75,432.68 with taxes, deduct \$11,500.00 for trade-in of 2012 318D John Deere Skid Steer Loader w/Bucket and Broom attachment VIN/ID NO. 1T0318DKVCG226073.

Utility Board passed this item 5-0

Thank you for your consideration of this request.

Chris Earl, WRRF Utilities Manager

STRIBLING EQUIPMENT, LLC ("SE")

Jackson MS 601-939-1000 Gulfport MS 228-864-9282
Natchez MS 601-442-3613 Brookhaven MS 601-835-4400
Greenwood MS 662-453-7556 Philadelphia MS 601-656-1997
Meridian MS 601-482-5575 Tupelo MS 662-844-3212
Columbus MS 662-328-0820 Memphis TN 901-345-5294
Hattiesburg MS 601-268-2103 Jackson TN 731-422-2542



HOME OFFICE
POST OFFICE BOX 6038
HIGHWAY 49 SOUTH
JACKSON, MISSISSIPPI 39288-6038

CUSTOMER'S ORDER

DATE WRITTEN: 1/7/22 20 SHIP ON OR ABOUT 20 to City of Bentonville
305 SW A Street
UCC Address
City Bentonville County State AR

Delivery Point: ☐ Same as UCC Address ☐ Instructions: Via: ☐ SE's Truck ☐ Buyer's Truck
☐ Other

Qty	Model-Description	Ref. or Serial #	Price
1	NEW JD 330G SKID STEER	Order # 521822	\$68,888.29
	quote ID (25785755)	sales tax	\$6,544.39
	trade in: 2012 JD 318D W BUCKET&BROOM	1T0318DKVCG226073	\$11,500.00
		total	\$63,932.68

For which the undersigned agrees to pay FOB U.S.A.
Dollars (\$)
Plus Sales Tax or Tax No.

WARRANTY EXTENDED BY MANUFACTURER

☐ New John Deere Machine ☐ USED Machine - NO WARRANTY, EXPRESSED OR IMPLIED, "AS IS, WHERE IS"
☐ Used Machine Warranty Days ☐ Other

THIS ORDER IS MADE SUBJECT TO THE TERMS AND CONDITIONS HEREBY PRINTED BELOW AND ON THE REVERSE SIDE OF THIS SHEET. ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED AND EXCLUDED.

INSURANCE: ☐ Accept ☐ Reject

NOTICE TO THE CUSTOMER: Do not sign this contract before you read it or if it contains blank spaces. You are entitled to a copy of the contract you sign. Customer acknowledges that he was quoted a cash sale price and a time sale price and has elected to make the purchase on a cash or time basis as shown above.

Submitted For Acceptance Chris Farmer Date 1/7/22 Customer City of Bentonville
Salesman
ACCEPTED - STRIBLING EQUIPMENT, LLC, SELLER By Title
JACKSON, MISSISSIPPI Mailing Address 305 SW A Street
Date Bentonville AR 72712
Manager

GENERAL TERMS AND CONDITIONS OF CUSTOMER'S ORDER

The conditions and terms stated below, together with the agreement set forth on the reverse side hereof, and the simultaneously executed warranty agreement it between the parties named therein.

- SE reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- This order when accepted shall become a binding contract between the parties, but shall be subject to strike, lockouts, accidents, fire, delays in manufacture, transportation or delivery of material, acts of God, action of the Government, and other causes beyond control of SE and any of such causes, whether or not similar to any of the causes specifically enumerated, shall absolutely absolve SE from any liability to the Customer under the terms hereof.

TERMS AND CONDITIONS OF CUSTOMER'S ORDER (continued from front page)

3. Unless the machinery is paid for in full in cash at the time of delivery, SE retains and Customer grants to SE a purchase money security interest in such machinery within the meaning of the Uniform Commercial Code together with all and any substitutions, additions or accessions, and in any and all proceeds from the sale, exchange or disposal thereof. Customer, prior to or after delivery, specifically authorizes SE to file any appropriate financing statement, or statements, and any amendments and continuance thereof. SE shall have all remedies available to him provided for and set out in the Uniform Commercial Code, and at SE's option this order may be treated by SE as a security agreement insofar as the law allows and insofar as SE's security interest is perfected.

4. SE's responsibility for shipments ceases upon delivery to transportation company and all claims for shortage or damages accruing thereafter must be the Customer direct to the transportation company.

5. Prices quoted are current prices. Invoicing of all products shall be at price prevailing at time of shipment.

6. Customer agrees that this order shall not be countermanded by Customer and that when it is accepted it will cover all agreements between the parties relative to this transaction, and that SE is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.

7. Customer shall, at his own expense, maintain such insurance as requested by SE in advance of shipment. It is agreed that the property which is the subject of this agreement will be well taken care of and kept in good repair at the expense of the Customer and that the Customer will promptly pay all ad valorem taxes thereon and the Customer has no authority to have said property charged with a lien for repairs or improvements and if said property should become charged with any lien, or the value thereof become impaired by neglect or otherwise, or should the possession of same be changed from the Customer, without the written consent of SE, or the holder hereof, or should said property, or any part of it, be seized in any legal proceeding, or should the Customer become insolvent, or the Customer be adjudged a bankrupt or have a receiver appointed for its, his, her or their property, or should default be made in the terms of this agreement, this entire indebtedness shall immediately become due and payable at the option of SE, or the holder of this note.

8. It is agreed that SE, or the holder hereof, on the happening of any of the things and events in the next preceding paragraph, may take peaceable possession of said property and may otherwise enforce all rights granted by the Uniform Commercial Code or other applicable law.

9. The remedies provided for herein are not exclusive and any action to enforce compliance with the terms and conditions hereof shall not waive or affect any of SE's or holder's rights to have any recourse to said property.

10. All replacement parts, additions, repairs and accessories incorporated in or affixed to any of the subject property shall become a part thereof and title thereto shall vest in SE.

11. The Customer agrees to pay all reasonable attorneys' fees, collection charges or other expenses occasioned by Customer's failure to abide by any of the terms and conditions hereof.

12. Taxes: Unless otherwise stated, the quoted prices do not include sales, use, or similar taxes. Such taxes shall be paid by the Customer. Consequently, in addition to the quoted prices in effect at the time of sale, lease or rental, the amount of any present or applicable sales, use or similar tax applicable to the sale, lease or rental of the property hereunder shall be paid by the Customer, or in lieu thereof the Customer shall provide SE with a tax-exempt certificate acceptable to the taxing authorities. From and after the transfer of possession of the property covered hereby, Customer shall timely pay all taxes or other charges assessed by any public body against same, including any applicable property taxes.

13. SE SHALL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY DAMAGES, WHETHER ON ACCOUNT OF PERSONAL INJURIES OR OTHERWISE SUFFERED OR SUSTAINED IN THE OPERATION OF SAID MACHINE, NOR FOR ANY DAMAGES RESULTING TO THE CUSTOMER BY REASON OF ANY DELAYS OR ANY ALLEGED FAILURE OF ANY MACHINE TO OPERATE. SELLER, NOT BEING THE MANUFACTURER OF THE MACHINE, NOR MANUFACTURER'S AGENT MAKES NO WARRANTY AGAINST PATENT OR LATENT DEFECTS IN MATERIAL, WORKMANSHIP OR CAPACITY OF THE EQUIPMENT, NOR WARRANTY THAT THE MACHINE WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT WHICH PROVIDES FOR SPECIFIC MACHINERY OR OPERATORS, OR SPECIAL METHODS. ALL LIABILITIES ARISING THEREFROM ARE ASSUMED BY CUSTOMER AT ITS SOLE RISK AND EXPENSE. NO ORAL AGREEMENTS, GUARANTY, PROMISE, CONDITION, REPRESENTATION OR WARRANTY SHALL BE BINDING. CUSTOMER ACKNOWLEDGES THE ONLY WARRANTIES APPLYING TO THIS EQUIPMENT, IF ANY, ARE THOSE OFFERED BY THE MANUFACTURER. CUSTOMER ACKNOWLEDGES THAT SE SHALL HAVE NO LIABILITY IN CONNECTION WITH THE SALE OF THIS VEHICLE EXCEPT AS SET FORTH HEREIN. SE SHALL NOT BE LIABLE TO CUSTOMER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT), DAMAGES TO PROPERTY, DAMAGES FROM BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, DAMAGES FOR A LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR LOSS OF INCOME WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING OR OTHERWISE, OR ON ACCOUNT OF ANY DEFECT, WHETHER HIDDEN, LATENT OR OTHERWISE DISCOVERABLE OR NON-DISCOVERABLE RESPECTING THE EQUIPMENT. SE'S LIABILITY FOR DAMAGES SHALL IN NO EVENT EXCEED A PORTION OR ALL OF THE PURCHASE PRICE OF THE EQUIPMENT.

14. ALL PRIOR CONVERSATIONS, AGREEMENT, OR REPRESENTATIONS RELATED HERETO AND/OR SAID MACHINERY ARE INTEGRATED HEREIN. NO MODIFICATION HEREOF SHALL BE BINDING UNLESS IN WRITING SIGNED BY SE.

15. **Forum Selection Clause and Choice of Law.** To the extent that any matter is not covered by Arbitration as provided herein, the venue for any proceeding relating in any manner to this Purchase Order, any transaction with Stribling (or any person associated with Stribling) or Customer's business relationship with Stribling will be: (i) for any Customer purchasing goods or services within Mississippi, then in a state court in Rankin County, Mississippi, or in any federal court having jurisdiction over such county, or (ii) for any Customer purchasing goods or services outside of Mississippi, then in a state court in the county where the Stribling facility selling such goods and services is located, or in any federal court having jurisdiction over such county.

16. **Arbitration Agreement and Waiver of Jury Trial.** SE and Customer hereby agree to this arbitration agreement ("Arbitration Agreement"):

a. **CLAIMS AND DISPUTES COVERED.** Except for those claims described below under the heading "MATTERS NOT COVERED BY ARBITRATION," SE and Customer agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"): This includes, but is not limited to: all claims and disputes arising out of, in connection with, or relating to Customer's business relationship with SE, any and all invoices, transactions, solicitations, all documents, promotions, or advertising; any actions or omissions relating to this or any other matter between SE and Customer; whether any such claim must be arbitrated; the validity and enforceability of this Arbitration Agreement and this agreement; any alleged fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance or rule; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory or equitable relief.

b. **COVERED CLAIMS AGAINST THIRD PARTIES.** This Arbitration Agreement also covers any claim or dispute between Customer and any of SE's employees, officers, agents or directors; any of its affiliate entities; any third parties related to the transaction; and any of the employees, officers, agents or directors of such affiliates or third parties. In addition, if SE becomes a party in any lawsuit that Customer has with any third party, whether through intervention by SE or by motion made by Customer or any third party, all claims in that lawsuit between Customer and the third party will be subject to binding arbitration under this Arbitration Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

c. **MATTERS NOT COVERED BY ARBITRATION.** Customer agrees that SE does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). Customer may assert in court any defenses Customer may have to SE's claims in an Excluded Collateral Lawsuit, but any claim or counterclaim for recession or damages Customer may have arising out of, relating to, or in connection with SE's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either SE or Customer also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$25,000 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. If such an Excluded Damages Lawsuit is filed by Customer or SE, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$25,000, then that claim, counterclaim, cross-claim or third-party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither Customer nor SE shall be deemed to have waived any arbitration rights by the act of having exercised any self-help or judicial remedies, or by having filed any claims including but not limited to an Excluded Damages Lawsuit in a court.

d. **ARBITRATION FORUM AND RULES.** The arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and shall be conducted by the AAA or any other arbitrator selected by mutual agreement of the parties. The arbitration shall be conducted in Rankin County, Mississippi. All fees and charges of the Arbitrator shall be shared equally provided, however, that the Arbitrator may award reimbursement of such costs to the prevailing party. Each party shall also pay for its own for attorneys, experts and witnesses, unless otherwise provided by law or section 11 above, to the extent permitted by applicable law.

TO THE FULLEST EXTENT PERMITTED BY LAW, BOTH SE AND CUSTOMER ARE VOLUNTARILY WAIVING ANY RIGHT TO AN ADJUDICATION BY A COURT TRIAL BY JURY) OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT.

I have received both pages of this Customer Order Initials _____ Date: _____



Agenda Item Form

Date of Council Meeting	2/8/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

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 declare WRRF 2012 John Deere 318D Skid Steer loader w/bucket and broom attachments VIN/ID # 1T0318DKVCG226073 as surplus. Trade in value of said vehicle is \$11,500.00 toward initial purchase price of \$75,432.68 (tax included) for a 2022 John Deere 330G Skid Steer Loader. Utility Board passed 5-0.					

Estimated Cost	
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



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PLEASE RECYCLE



Memo



To: Bentonville City Council/ Mayor Orman

From: Chris Earl, WRRF Utility Manager

CC: **Preston Newbill, Mike Bender**

Date: **February 8, 2022**

Re: Surplus Of 2012 318D Skid Steer Loader

Staff is recommending the Bentonville City Council declare (1) 2012 John Deere 318D Skid Steer Loader, Vin/ID No. 1T0318DKVCG226073, w/ Bucket and Broom attachments as surplus for the purpose of trade-in value. Trade in value is \$11,500.00. This particular unit has currently has 2,487 hours on the engine.

Utility Board passed this item 5-0

Thank you for your consideration of this request.

Chris Earl, WRRF Utilities Manager

RESOLUTION NO. R-22_____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE WATER
RESOURCES RECOVERY FACILITY AS SURPLUS
PROPERTY AND AUTHORIZING ITS DISPOSAL AND
FOR OTHER PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that a 2012 John Deere 318 Skid Steer Loader with Bucket and Broom attachments (VIN/ID # 1T0318DKVCG226073) is a surplus item no longer used by the City;

WHEREAS, said loader should be disposed of at a value of \$11,500.00 to Stribling Equipment, LLC, as a trade in toward a 2022 John Deere 330G Skid Steer with Bucket;

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The Bentonville Water Resources Recovery Facility may dispose of a 2012 John Deere 318 Skid Steer Loader with Bucket and Broom attachments (VIN/ID # 1T0318DKVCG226073) to Stribling Equipment, LLC at a value of \$11,500.00, as a trade in toward a 2022 John Deere 330G Skid Steer with Bucket.

Section 2: A record of all items that are disposed of shall be maintained;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Water Resource Recovery Facility
Submitted by	Chris Earl
Phone	(479) 696-0273

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 to Chemtade Bid Submission for IFB-21-91 Liquid Aluminum Sulfate for a delivered price of \$0.1056 per liquid pound. Aluminum Sulfate is used to assist in the phosphorous removal process in wastewater treatment. There were two (2) bids submitted the second bid arrived at \$0.159 per liquid pound. Utility Board passed Bid Award 5-0.					

Estimated Cost	\$99,980.40
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman

From: Chris Earl, WRRF Utilities Manager

CC: Mike Bender, Preston Newbill

Date: 2/8/2022

RE: Bid Award for Liquid Aluminum Sulfate for Wastewater Treatment

.....

Staff requests Mayor and City Council approve a motion to accept Bid # IFB-21-71 for Liquid Aluminum Sulfate as stated in specifications, to Chemtrade Chemicals US LLC for the delivered price of \$0.1056 per liquid pound. There were two (2) bids that were submitted the second bid arrived at \$0.159 per liquid pound.

Aluminum Sulfate is used to assist in phosphorous removal in wastewater treatment.

Utility Board passed Bid Award 5-0

Thank you for your consideration of this request,

Chris Earl, WRRF Manager

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT									
IFB-21-91-LIQUID ALUMINUM SULFATE - FINAL BID TABULATION									
CHEMTRADE CHEMICALS US, LLC					EcoTech Enterprises				
Line Item	Description	Estimated Quantity (UOM=Gallons)	Unit Price	Extended Price	Line Item	Description	Estimated Quantity (UOM=Gallo	Unit Price	Extended Price
1	Liquid Aluminum Sulfate, AS Specified	85,000	\$ 1.18	\$ 99,980.40	1	Liquid Aluminum Sulfate, AS Specified	85,000	\$ 1.77	\$ 150,474.65
*Rounded from \$1.17624/Gallon					*Submitted Bid showed \$.159/pound. The WRRF Manager provided the following calculation to compare Bids equally: Specific Gravity x weight of one (1) Gallon of water (8.43) = weight/gallon of product. 11.1339lbs/Gallon x 85,000 lbs = 946,381.5 total Gallons. EcoTech bid \$.159 per lb. \$.159x11.1339/Gallon= \$1.77029/Gallon. The EcoTech submitted extended price was \$150,474.57 at the per pound calculation, this is corrected to \$150,474.65 at the per gallon calculation.				
Total Base Bid (In Numbers):		\$	99,980.40		Total Base Bid (In Numbers):		\$	150,474.65	
PURCHASING@BENTONVILLE.AR.COM - (479) 271-3115 - WWW.BENTONVILLE.AR.COM									
No award has been made until approved at City Council									



CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATES: December 19, 2021

NOTICE TO BIDDERS

Liquid Aluminum Sulfate, As Needed

Invitation For Bid (IFB)-21-91

The City of Bentonville is accepting formal sealed bids for the purchase of bulk Liquid Aluminum Sulfate on an as-needed basis throughout the Contract Term, for the City of Bentonville Water Resource Recovery Facility. Delivery and the delivered material shall be as specified in the IFB-21-91 Bid Packet. The awarded Contract Term will be for three (3) years, renewable thereafter in one (1) year increments for a total maximum term of five (5) years.

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. Bidders shall adhere to the bonding requirements as specified in the IFB-21-91 Bidding Documents.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department 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. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

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 Department located at the address below. 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-21-91 held at 2:30pm on Monday, January 10, 2022; the Bid Opening will be held at the City of Bentonville Administrative Services Building-Purchasing Department, 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 Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is January 4, 2022, at 4:30pm.

Department responsible for Advertising: Administration

WWW.BENTONVILLEAR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-21-91	Date of Issuance:	December 19, 2021
Description:	Liquid Aluminum Sulfate, As Needed		
Requesting Department:	CITY OF BENTONVILLE WATER RESOURCE RECOVERY FACILITY		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	5% BID BOND REQUIRED (SEE BID BOND SECTION OF THIS IFB)		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	January 10, 2022 AT 2:30 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th 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 14 th 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:	January 4, 2022– 4:30 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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EXECUTION OF BID PAGE (REQUIRED)

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

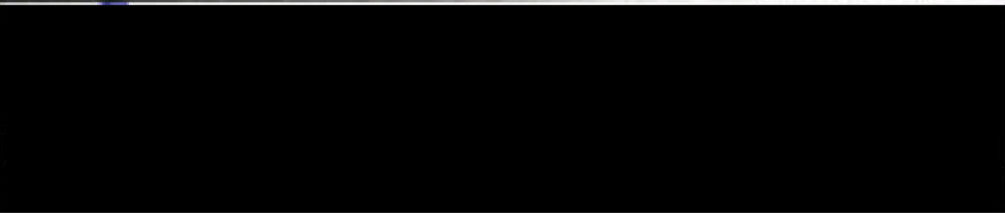
Unsigned Bids will be rejected - no exceptions.

Name of Firm: Chemtrade Chemicals US LLC Phone Number: 800-441-2659

Business Address (Full Street/City/State/Zip): 90 East Halsey Road, Suite 200, Parsippany, NJ 07054

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

Name of Contact Person: Christine LaSala Email: bids@chemtradelogistics.com

Signature of Authorized Person:  Date: January 5, 2022

Printed or Typed Name: Christine LaSala Title: Marketing Specialist

Arkansas Contractors License Number: N/A

Sales or Use Tax ID Number: FEIN: 74-3104940

Bid Bond Included: ☒ Yes ☐ No (only required if specified in this IFB Document)

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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the purchase and delivery of Liquid Aluminum Sulfate in bulk to the City of Bentonville Water Resource Recovery Facility for a three (3) year term, renewable thereafter in annual increments for a total maximum term of five (5) years.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Proof that bidder is insured, as required.
- MSDS for material being proposed.

3. APPENDIXES

- **APPENDIX A: VENDOR DISCLOSURE**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT**

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

X Bid Bond Required ___ Bid Bond Not Required for this Solicitation

All Bids must be accompanied by a Bid Bond/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. The Bond shall not have an expiration date of less than the number of days specified in Section 5 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.



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B. PERFORMANCE & PAYMENT BOND (WHEN REQUIRED)

The awarded Bidder is required to submit Performance and Payment Bonds at the time of Contract signing when the 'Performance & Payment Bonds Required' field below has an "x" mark or when otherwise required in this document.

 Performance and Payment Bond Required X **Performance and Payment Bond Not Required for this Solicitation**

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.

C. 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.



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3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work (workmanship and materials) and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to respond 'As Specified' or 'Alternate' to the applicable warranty specification for the field(s) below when marked with an "x" or when otherwise required in this document; if no warranty specification is marked, or if the 'no warranty required' specification is marked, there is no warranty required in this IFB. *If Bidders response is 'Alternate', the Bidder is required to provide additional information for the City's review.*

☐ **NA** The awarded Bidder shall warranty the work to be free from defects in material and workmanship for a minimum period of ☐ **NA** from the date of completion.

Bidder Response: ☐ As Specified ☐ Alternate (Bidder MUST provide more information)

☒ **X** The awarded Bidder shall provide all applicable manufacturer warranties to the City for the product(s) contained herein.

Bidder Response: ☒ As Specified ☐ Alternate (Bidder MUST provide more information)

☐ **No warranty required.**

4. 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 construction of the project or the purchase or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups.

The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.



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6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department 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 via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1, 2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be 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 (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the 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 equivalent (or alternate)/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 (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.



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8. 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.

9. DAMAGES

Any damage occurring to City (public) or private property within the worksite area(s) or otherwise out of the awarded Bidders performance of this Contract shall be corrected at the awarded Bidder's expense.

The awarded Bidder shall be responsible for maintaining the job site and keeping it clean and orderly. Failure to maintain the cleanliness and orderliness of any job site in relation to this Invitation for Bid shall be considered a service failure, and may result in the City employing City forces for the purpose of job site cleanup and organization. Any costs the City incurs for the purpose of correcting the awarded Bidder's service failure will be deducted from the monies due to the awarded Bidder.

Any damages which occur during the performance of the services described herein shall be immediately communicated to the City's contact, or designated assignee and repaired at the awarded Bidder's expense.

10. PAST PERFORMANCE/REFERENCES

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 or delivery of items 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.

11. TOBACCO PRODUCTS AND LITTERING

The use of tobacco products is only permitted in designated areas marked with proper cigarette disposal containers on site. No disposal of tobacco products or littering of any kind shall be tolerated on the work premises or during performance of work for the City.



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12. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101.

13. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and/or are approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid. No conditional bids will be accepted.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

[This space has been intentionally left blank]



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14. INVOICING

The awarded Bidder shall provide an invoice to the City for review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

☐ Invoice upon 100% completion (As approved by the City)

☐ Progress invoicing (Payment will be made only for actual work completed and approved by the City and/or for materials stored on the City's worksite)

☒ Invoice upon delivery (Payment within 14 days)

☐ Invoice 14 days prior to delivery for payment upon delivery
(All product(s) or work must be approved by an authorized
City of Bentonville employee prior to payment being furnished).

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

15. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

☒ NET 30 Days from Invoice Submission ☐ NET 60 Days from Invoice Submission ☐ Other (Specify Below)

as



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16. PRE-BID MEETING

There will be a mandatory pre-Bid meeting when indicated by an "x" mark in one of the fields below or when otherwise indicated in this IFB document.

☐ **Mandatory Pre-Bid Meeting (Bidder must attend to be eligible to submit a Bid)**

☐ In Person ☐ Zoom or Other Virtual Method

☐ **Optional Pre-Bid Meeting (Bidder attendance is highly encouraged but not required)**

☐ In Person ☐ Zoom or Other Virtual Method

☒ **No Pre-Bid Meeting (There is no pre-Bid meeting scheduled for this IFB)**

Pre Bid Meeting Information: There will be a **Pre-Bid Meeting (in-person) held on (day), (date), 2021 at (time) CST** at (location) to allow Bidders an opportunity to view the work area and field verify any needed measurements. (address); Bidders shall meet City staff at (location).

Pre-Bid Meeting COVID-19 Precautions:

All attendees to the Pre-Bid Meeting are highly encouraged to wear a face mask at all times while at the Pre-Bid Meeting 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 or assumed to have been in contact with a person known to have tested positive for COVID-19 within fourteen (14) days prior to the meeting (Bidders shall send an alternate representative).

17. TERM

The Section with an "x" mark below shall apply to this Invitation for Bid.

☐ **Contract Term (for services, construction projects etc.)**

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 year(s) renewable annually upon mutual written agreement for a maximum term of years.

☐ **Single Purchase (for an item(s) ordered at one time)**

The awarded Bidder will receive a single Purchase Order from the City of Bentonville for the one-time purchase and delivery of one (1) New 2021 Ram 1500 Tradesman Reg Cab 4x4. The terms and conditions of the Purchase Order shall be in accordance with this IFB document, all Appendixes attached hereto and any Addenda issued throughout the solicitation.

- A. Delivery shall be made in accordance with the City's delivery date/time specified herein or otherwise accepted (if alternate delivery dates/times are requested by the Bidder and accepted by the City in the form of award of the Bid or other written agreement).

☒ **Multiple Purchase/Pricing Agreement (for items ordered at various times)**

The awarded Bidder will receive Purchase Orders from the City of Bentonville for the purchase and delivery of the quantities specified in the Purchase Order.

- A. Deliveries must be made to the specified City of Bentonville location within 72 hours from receipt of the City's Purchase Order unless otherwise indicated herein and accepted by the City.



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18. SUBCONTRACTORS

If Bidder intends to subcontract portions of the work, the work being subcontracted and the subcontractor being proposed to perform the work must be disclosed in the Bidder's Bid Submission. The City reserves the right to apply all Bid evaluation factors to any proposed subcontractors and to use that information to determine the qualifications of a subcontractor and their suitability to perform the work to the City's specifications/standards.

Bidders must be knowledgeable of and comply with all state, local and federal laws concerning subcontractors performing work for municipal (governmental) projects.

In the event that Bidder intends to subcontract portions of the work, Bidder is required to complete the 'Subcontractor Disclosure' Section of this IFB document.

*No Section
Letter added. ch*

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.**



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SECTION 3: SCOPE OF WORK & DELIVERY

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

1. SCOPE OF WORK

The awarded Bidder shall deliver bulk Liquid Aluminum Sulfate on an as-needed basis throughout the Contract Term, for the City of Bentonville Water Resource Recovery Facility. Delivery and the delivered material shall be as specified in "Section 4: Specifications" of this document. The awarded Contract Term will be for three (3) years, renewable thereafter in one (1) year increments for a total maximum term of five (5) years.

The delivered materials shall be as specified and without defect.

2. DELIVERY

The City of Bentonville requests (specifies) the below completion and or delivery date(s) as indicated by an "x" mark in the applicable field. **If the requested (specified) schedule cannot be met, Bidder must specify the date(s)/schedule that Bidder is able to commit to in the fields provided. Failure to state a date/schedule obligates the Bidder to perform the work or delivery the item(s) or services and complete services within the City's requested timeline.** Alternate or extended delivery dates may be considered when in the best interest of the City.

Estimated Award Date (not guaranteed, subject to change): January 25

Delivery/Work-Site Address: 1901 NE A Street Bentonville, AR 72712

*Bidders note that a change in the estimated award date will not release Bidder from the specified delivery date(s).

X Reoccurring Order Item(s) Delivery Specified Date(s)

City's Specification:

First Order: Delivery within 72 hours of receiving the City's Purchase Order (after award).

Subsequent Orders: Delivery within 72 hours from receipt of the City's Purchase Order.

Bidder Response: X **AS SPECIFIED** ALTERNATE DATES REQUESTED (REQUIRES COMPLETION OF FIELDS BELOW)

Alternate Dates Requested: (REQUIRED RESPONSE IF 'ALTERNATE DATES REQUESTED' IS MARKED ABOVE)

First Order: Delivery within _____ of receiving the City's Purchase Order (after award).

Subsequent Orders: Delivery within _____ from receipt of the City's Purchase Order.



SECTION 4: SPECIFICATIONS

BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS

- **AS SPECIFIED:** Bidder must indicate, “AS SPECIFIED”, by placing an “X” in the designated space (‘As Specified’) provided.
- **EQUIVALENT:** Bidders must indicate (and describe) any item being offered to the City that does not fully conform to the City’s specification but is being offered to the city as being an “EQUIVALENT” (including alternate or substitute)“ to the City’s specifications. It is the responsibility of Bidders to demonstrate and provide clear evidence of the item’s equivalency to the City’s specification. The City shall have the final determination as to whether an item is equivalent and meets the City’s needs.

The specifications in this Section do not necessarily include all specifications and/or requirements for this IFB. Bidder is responsible for the complete review of this IFB document and all appendixes, any issued clarifications, addenda, or any other document released by the City related to this IFB and for familiarizing themselves with the work to be performed and/or products to be supplied prior to submitting a bid to ensure accurate pricing.

1. GENERAL SPECIFICATIONS			
SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF ‘AS SPECIFIED’	BIDDER INDICATE IN THIS COLUMN IF ‘EQUIVALENT’
1	Bidder has examined this entire Bid Packet, including all attached appendices and agrees to perform the work and provide the materials as specified.	X	
2	The awarded Bidder shall follow all federal, state and local safety regulations and laws.	X	
3	The awarded Bidder shall be responsible for furnishing all materials, labor and freight required to deliver the product(s) as specified to the City.	X	
2. CHEMICAL SPECIFICATIONS			
4	Specific Gravity - 70°-1.335	X	
5	PH – 2.0-2.4	X	
6	Aluminum – Al% - 4.2-4.4	X	
3. DELIVERY SPECIFICATIONS			
7	Liquid Aluminum Sulfate shall be delivered to the City of Bentonville Water Resource Recovery Facility in accordance with all Federal and DOT regulations and guidelines.	X	
8	Deliveries shall be made during regular business hours, which are: Monday through Friday from 7:30 A.M. to 4:00 P.M.	X	
9	The Liquid Aluminum Sulfate shall be delivered within 72 hours of receiving the City’s purchase order.	X	



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SPECIFICATION LINE NUMBER	SPECIFICATION DESCRIPTION	BIDDER INDICATE IN THIS COLUMN IF 'AS SPECIFIED'	BIDDER INDICATE IN THIS COLUMN IF 'EQUIVALENT'
10	The delivering drivers shall be responsible for providing all necessary PPE, safety equipment and for following all safety procedures associated with the delivery of this material to the City's Water Resource Recovery Facility.	X	
11	The delivering drivers shall be responsible for the containment of the material under all hose connections.	X	
12	The delivering driver shall be responsible for any and all spills and the cleanup of any spills or accidental discharge during delivery. The cleanup of any spills or accidental discharge shall be done in accordance with all applicable laws and regulations.	X	

4. PRE-BID MEETING ATTENDANCE (REQUIRED RESPONSE ONLY WHEN APPLICABLE)

Indicate below if Bidder attended the Pre-Bid Meeting for this Invitation for Bid.

NA Yes, attended the Pre-Bid Meeting NA No, did not attend the Pre-Bid Meeting

5. WARRANTIES (REQUIRED RESPONSE)

Bidder shall indicate warranties of the workmanship and material below.

Product Warranties:

Bidder shall furnish any and all product warranties available to the City.

X Agree (As Specified) Disagree (required to include reasoning below, "no applicable warranties" is an acceptable response)

Reasoning: _____



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SECTION 5: BIDDER ACKNOWLEDGEMENTS

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 complete and thoroughly reviewed.	<u>CK</u>														
Appendix A: Vendor Disclosure	<u>CK</u>														
Appendix B: Non Collusion Affidavit	<u>CK</u>														
MSDS for product															
Addenda: Bidders are required to acknowledge all addenda issued for this IFB. Bidders may acknowledge issued addenda either by inclusion in their Bid Submission or by noting the Addendum Number and Date of Issuance below in the fields provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 35%;"><u>ADDENDUM NUMBER</u></td> <td style="width: 35%;"><u>DATE OF ISSUANCE</u></td> <td style="width: 30%;"></td> </tr> <tr> <td><u>1</u></td> <td><u>December 29, 2021</u></td> <td rowspan="5" style="text-align: center; vertical-align: middle;"><u>CK</u></td> </tr> <tr> <td><u>2</u></td> <td><u>January 6, 2022</u></td> </tr> <tr> <td><u> </u></td> <td><u> </u></td> </tr> <tr> <td><u> </u></td> <td><u> </u></td> </tr> <tr> <td><u> </u></td> <td><u> </u></td> </tr> </table>	<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>		<u>1</u>	<u>December 29, 2021</u>	<u>CK</u>	<u>2</u>	<u>January 6, 2022</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	
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SECTION 6: BID PRICING

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the work site(s) and/or product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such, and all other components to produce 100% completion of 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, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

The City of Bentonville is NOT exempt from sales tax. The City of Bentonville Sales Tax is 9.5%.

VEHICLE PURCHASES: THE CITY DOES NOT PAY SALES TAX FOR PASSENGER VEHICLE PURCHASES

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

 X **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.

 Per Line Item: The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered.

 Based on Final Quantities: The award will be based on the lowest and most responsible total estimated cost using the unit prices multiplied by the City's final estimated quantities. The calculations used to determine the lowest and most responsible total estimated cost will be available upon issuance of the Bid Tabulation.

Deductive Alternates apply when indicated by an "x" in the fields below

 Deductive Alternates Included X **Deductive Alternates not Included in this IFB**

The City reserves the right to award the project in any manner that is deemed in its best interest, or to reject any or all Bids and to waive any irregularities.

No Bid shall be withdrawn for a period of ninety (90) days after the opening of Bids without the consent of the City; 90 days shall be allowed to the City in which to determine the manner in which to award or not award the Contract.

Unit of Measure Definitions:

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE



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-21-91	Solicitation Title:	LIQUID ALUMINUM SULFATE, AS NEEDED
Addendum Number:	1	Date of Issuance:	JANUARY 6, 2022

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated DECEMBER 19, 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/Bid Form) is included herein, Bidders must use ONLY the Amended Form in their Bid Submission.

This Addendum Number 1 consists of 2 page(s).

Pricing Sheet/Bid Form:

1.0 Correction of Unit of Measure listed on the Bid Form in the original Bidding Documents.

1.1 The Original Bid Form listed the Quantity/Unit of Measure in Pounds (85,000 pounds). The Unit of Measure of Pounds was an error.

1.2 The correct Unit of Measure is Gallons.

1.3 This Addendum Number 1 contains an amended Bid Form to correct the Quantity/Unit of Measure to be: 85,000 Gallons.

1.4 Bidders must use this amended Bid Form in any Bid Submission to IFB-21-91.

[AMENDED BID FORM FOLLOWS]



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ADDENDUM TO SOLICITATION

BIDDERS – USE ONLY THIS FORM FOR BID PRICING

BID FORM

Line Item	Quantity (Unit of Measure = GAL)	Description	Per Unit Price	Extended Price
1	85,000 GALLONS	Liquid Aluminum Sulfate Delivered as Required, as Specified Bidder: Mark here if as specified <u>X</u> Bidder: Specify here if an alternate/equivalent item is being proposed _____	\$ 1.17624/Gallon* All inclusive (tax, freight etc.) *Additional comments: For conversion purposes only price equates to \$432.53/Dry ton (All inclusive.) Base price prior to tax is \$1.07419/gallon. For proper tax payment on invoice, we bill base price plus taxes (9.5%) = total.	\$ 99,980.40
TOTAL BID PRICE (Stated in figures)		\$ <u>Ninety nine thousand nine hundred eighty dollars and forty cents.</u>		

BIDDER DECLARATION

The Undersigned hereby declares that he has carefully examined the Invitation, Scope of Work, Specifications and all other information related to the performance of the work or delivery of materials or items as described herein, has visited the actual location of the work (when applicable), has consulted his sources of supply, 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: Chemtrade Chemicals US LLC By (Authorized Person's Signature) _____

Printed Name and Title: Christine LaSala, Marketing Specialist

Date: January 6, 2022

Corporation under Deleware

*If Bidder is a corporation, indicate state of incorporation, under the Firm's Signature, and if a partnership, give full names of all partners.

[END OF ADDENDUM NUMBER 1]



90 East Halsey Road
Parsippany, NJ 07054
Phone: 800-441-2653
Fax: 973-515-4461
E-mail: bids@chemtradelogistics.com

RE: SUBCONTRACTOR UTILIZATION

BID: IFB 21-91 / LIQUID ALUMINUM SULFATE
Bids Due: JANUARY 10, 2022 @ 2:30 PM

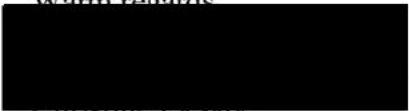
Please note that Chemtrade's manufacturing plant located in Ashdown, AR is a self-contained manufacturing operation. All work including maintenance, repairs, and janitorial services are conducted by the plant's employees. Subcontracting is only utilized for shipment of material.

As the current supplier to the City of Bentonville we use the common carrier, **Gary New Trucking**. The subcontracted portion does not currently exceed \$50,000 of the proposed contract amount.

We have a long-standing relationship with Gary New Trucking. Chemtrade certifies that they follow the highest safety standards, regulations and practices to service our transportation needs to the City of Bentonville. We further certify that they meet all requirements set forth in IFB-21-91.

Please feel free to contact me if any further information is needed.

Warm regards


Christine LaSala
Marketing Specialist
clasala@chemtradelogistics.com
973-515-1871

1/6/2022



SECTION 7: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and 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.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal , competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the 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 Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by 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 and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. 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. All signatures must be 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; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected
Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:
(1) The Bids are submitted in separate sealed envelopes;
(2) The products being proposed in each submission are different makes, models or otherwise types of products.
4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **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 without exception. Any exceptions or additional information required on a solicitation will



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be noted in the Bid documents or issued via clarification or Addendum. 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, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
- (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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, Notice of Award, Contract or other contractual or otherwise binding document.

Bidder's accept all terms and conditions herein upon submission of their signed Bid.

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.

UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

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



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9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable 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, past performance, 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 for any reason.

The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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 herein.

Conditional Bids are not acceptable and 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 the written approval of the Purchasing Manager and Finance Director.

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 (OR EQUIVALENT, OR ALTERNATE) 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. The decision to accept a proposed item is solely the City's.
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 the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder.



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If satisfactory Bids are not received for the City's specifications, 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 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. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder'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 complete the Delivery Section of this IFB. 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 in this IFB.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. 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 , contract, other approved form or as specified in this IFB unless otherwise specified by the City. 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.



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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 bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
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, but are not limited to:
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 and without penalty to the City.



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28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a Bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the Bidder from the active Bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, Bidders shall include a Bid guarantee in the form of a Bid bond, certified check, cashier's check in the amount of five percent (5%) of the base Bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The Bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall adhere to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the 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.
31. **PERFORMANCE & PAYMENT 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 for the full 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 payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. 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; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
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 IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (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, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.



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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 Department at (479) 271-3115.



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APPENDIX A

VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Chemtrade Chemicals US LLC

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

Immediate Relation includes:

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

OR

☒ Check this box if you there are no applicable relationships to disclose.

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 within 30 days of change of circumstance.**

Cy Initials



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APPENDIX B

NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)



NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of New Jersey

County of Morris

I Christine LaSala of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. (s)he is fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

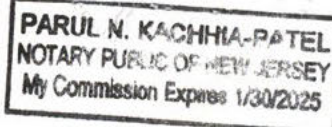
c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the city of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature [Redacted] Christine LaSala Title: Marketing Specialist

Subscribed and sworn to before me this [Redacted] day of January, 2022

Notary Public: [Redacted] Commission expires: [Redacted]



Bid Bond



AIA Document A310™ – 2010

CONTRACTOR:

(Name, legal status and address)

CHEMTRADE CHEMICALS US LLC
90 East Halsey Road, Suite 200
Parsippany, NJ 07054

Bond # CHEM12-30-21-1

SURETY:

*(Name, legal status and principal
place of business)*

BERKLEY INSURANCE COMPANY
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Bentonville, AR
1000 SW 14th Street
Bentonville, AR 72712

BOND AMOUNT: Five Percent (5.00%) of the Amount Bid

PROJECT: IFB 21-91 Aluminum Sulfate

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of December, 2021

(Witness)

(Witness)

(Seal)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured

(Acknowledgment of bond by Limited Liability Company)

STATE OF NEW JERSEY)
COUNTY OF MORRIS)

Bond No. CHEM12-30-21-1

On this 6TH day of JAN, 2022 before me personally came
Christine LaSala to me known, being sworn
by me, did depose and say that (s)he resides in Lake Hiawatha, NJ
that (s)he is the Marketing Specialist of CHEMTRADE CHEMICALS US LLC
a Limited Liability Company described in and
executed the foregoing instrument; that (s)
to authority granted by Limited Liability Co

Sworn to and acknowledged on the above date,

(Acknowledgment of bond by Surety Company)

STATE OF NEW YORK)
COUNTY OF RENSSELAER)

PARUL N. KACHHIA-PATEL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/30/2025

On this 30th day of December, 2021 before me personally came
Kevin J. Garrity to me known, who being by my duly sworn, did depose and say that
(s)he resides in Albany, NY, (s)he is the Attorney-in-fact of the
BERKLEY INSURANCE COMPANY and which executed the within instrument; that (s)he knows
the seal of said Company and that it was affixed thereto by authority of the Power of
Attorney of said Company; of which a certified copy is attached; and that (s)he
signed said instrument as an Attorney-in-Fact of said Company by like authority.

Sworn to and acknowledged on the above date,

JENNIFER S. VAVAT
Notary Public, State of New York
Qualified in Columbia County
Reg #01VA6135808
Commission Expires Oct. 24, 2025

**POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE**

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Kevin J. Garrity; Renee A. Manny; Audrey J. Daniels; Vikki L. LaVean; Lori A. Francett; Christopher Terzian; Judy Tomlinson; John F. Murray, Jr.; Derek P. Hannon; Arnold E. Finaldi, Jr.; or Jennifer Susan Vanat of NFP Property & Casualty Services, Inc. of East Greenbush, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of May, 2021.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Executive Vice President & Secretary

[Redacted Signature]
[Redacted Title]

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of May, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, respectively, of Berkley Insurance Company.

MARIAC RUINDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of May, 2021.

(Seal)

[Redacted Signature]

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2020

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 9,201,422
Common & Preferred Stocks	4,347,068
Cash & Short Term Investments	2,110,040
Premiums Receivable	2,128,160
Other Assets	<u>3,713,032</u>

Total Admitted Assets \$ 21,499,721

Liabilities & Surplus

Loss & LAE Reserves	\$ 11,268,446
Unearned Premium Reserves	3,147,108
Other Liabilities	<u>896,047</u>

Total Liabilities \$ 15,311,601

Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,890,297
Unassigned Surplus	<u>3,254,814</u>

Total Policyholders' Surplus \$ 6,188,121

Total Liabilities & Surplus \$ 21,499,721

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Treasurer: Ann Marie Collins
Asst. Treasurer: Susan Paula Tingleff

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2021

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

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

PRODUCER Marsh USA, Inc. 9830 Colonnade Blvd, Suite 400 San Antonio, TX 78230		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Chemtrade Holdco US Inc 90 E Halsey Road Parsippany, NJ 07054		INSURER(S) AFFORDING COVERAGE INSURER A: Berkeley National Insurance Company INSURER B: Liberty Mutual Insurance Company INSURER C: N/A INSURER D: N/A INSURER E: INSURER F:	
CN102200184-STND-GAWUL-21-22		NAIC # 38911 23043 N/A N/A	

COVERAGES

CERTIFICATE NUMBER:

HOU-003475333-11

REVISION NUMBER: 3

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ SIR: \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC. OTHER:		AGN 5700000-11	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		AS1-871-072790-061 AS1-871-072790-071	05/01/2021 05/01/2021	05/01/2022 05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WA2-87D-072790-081 WC2-871-072790-011	05/01/2021 05/01/2021	05/01/2022 05/01/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

City of Bentonville
 117 West Central Avenue
 Bentonville, AR 72712

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manasht Mukherjee

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DELEGATION OF AUTHORITY

I, Scott Rook, President and Chief Executive of Chemtrade Chemicals US LLC, a Delaware limited liability company ("Chemtrade"), do hereby delegate and appoint the following agents of Chemtrade to execute all municipal contracts and instruments, including bids, proposals and quotations, which in the ordinary course of business are processed by the Marketing Group of the company:

Parul Kachhia-Patel

Lisa Brownlee

Paul Peters

Elizabeth Ryno

Leilina Gossa

Christine LaSala

Delana Peralta

Michele Schroeder

Set forth below is a certified copy of the resolution of Chemtrade authorizing such action.

Dated as of the 8th day of April, 2021

Scott Rook
President and Chief Executive Officer

CERTIFICATE OF SECRETARY

I, Susan Pare, hereby certify that I am the Corporate Secretary of Chemtrade Chemicals US LLC ("Chemtrade") and that set forth below is a true and correct copy of the resolution of the Board of Managers of Chemtrade, adopted by unanimous written consent as of the **10th day of November, 2003** and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that any officer of the Company be, and he hereby is, authorized to delegate, with the right of further delegation, to any other officer, employee or agent of the Company, all or any part of the authority granted to them by the Board of Managers; and that any such delegations may be general or specific and subject to such limitations and restrictions as the delegating officer shall determine.

I FURTHER CERTIFY that Scott Rook is the duly elected President and Chief Executive Officer of Chemtrade and holds such offices on the date hereof, that Mr. Rook is, in his capacity as President and Chief Executive Officer is authorized to represent and bind Chemtrade in all matters including, but not limited to, contracts and that set forth below is the genuine signature of such officer:

Scott Rook
President and Chief Executive Officer

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the Company to be affixed effective this 8th day of April, 2021.

Susan Pare
Corporate Secretary

Seal

90 East Halsey Road
Parsippany, NJ 07054
Tel: 800-441-2659



PRODUCT CERTIFICATION

Chemtrade Chemicals US LLC certifies that all grades of Aluminum Sulfate as produced by our manufacturing locations will meet National Sanitation Foundation Standard 60 and ANSI/AWWA B 403-16 standard in every respect.

Safety Data Sheet, NSF Certification and related technical information is attached for review.

[Redacted Signature]

Christine LaSala
Marketing Specialist
January 5, 2022

**CHEMTRADE**<http://www.chemtradelogistics.com>

Liquid Alum PRODUCT DATA SHEET

CHARACTERISTICS

Liquid Alum is a clear, light green, slight yellow, brown, amber or orange-like tinted solution. It is a cationic inorganic coagulant and flocculant suitable for industrial and municipal water and wastewater treatment applications.

NSF/ANSI/CAN Standard 60: Drinking Water Chemicals - Health Effects; Certified

TYPICAL PROPERTIES

Formula:	Aqueous solution of aluminum sulfate		
C.A.S.	10043-01-3 (Aluminum sulfate)		
	pH (neat)	1.4 - 2.6	
	Specific Gravity @ 21°C (70°F)	1.30 - 1.35	
	Freezing Point	-16°C (4°F)	
	Density, lbs./gal., US	10.8 - 11.3	
	Aluminum as Al, %	4.2 - 4.5	
	Aluminum as Al ₂ O ₃ , %	8.0 - 8.4	
	Aluminum as Al ₂ (SO ₄) ₃ •14H ₂ O (Dry Alum), %	46 - 49	

PRODUCT USES

Municipal and industrial water and wastewater treatment for the removal of turbidity, color, suspended solids and phosphorus. Sludge compaction and volume reduction. Lagoon treatment. Oily wastewater clarification and dissolved air flotation. Emulsion breaking. Fixing rosin sizes on paper fibers. Paper machine drainage and retention aid. Paper machine pitch control.

SHIPPING CONTAINERS

Bulk transport	Bulk car	275 US gal. one-way container	55 US gal. plastic drum
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SHIPPING REGULATIONS (US DOT / TDG)

Proper Shipping Name: Corrosive Liquid, Acidic, Inorganic, N.O.S. (Contains Aluminum Sulfate)

Hazard Class: 8 ID Number: UN3264 Packing Group: III

The US EPA reportable quantity (RQ) for aluminum sulfate is 5,000 lbs.

PRODUCT SAFETY INFORMATION

Causes serious eye damage. Do not breathe vapors, mist or spray. Wash hands, forearms, and other exposed areas thoroughly after handling. Wear protective gloves, protective clothing, and eye protection. Anyone procuring, using or disposing of these products or their containers must be familiar with the appropriate safety and handling precautions. Such information may be found in the **Safety Data Sheets (SDS)** for these products or you may contact Chemtrade at 416-496-5856. In the event of an emergency with these products, call the 24-hour **Emergency Number: USA and Canada (CHEMTREC) 800-424-9300**. For additional information contact:

Syracuse Technical Center
315-478-2323 or 800-255-7589

Water Treatment Chemicals
Customer Service 844-204-9675

CHE-5001P-1

Revision Date: April 10, 2020

All information, statements, data, advice and/or recommendations, including, without limitation, those relating to storage, loading/unloading, piping and transportation (collectively referred to herein as "information") are believed to be accurate and reliable. However, no representation or warranty, express or implied, is made as to its completeness, accuracy, fitness for a particular purpose or any other matter, including, without limitation, that the practice or application of any such information is free of patent infringement or other intellectual property misappropriation. Chemtrade Logistics Inc. and its affiliates (collectively, "Chemtrade") are not engaged in the business of providing technical, operational, engineering or safety information for a fee, and, therefore, any such information provided herein has been furnished as an accommodation and without charge. All information provided herein is intended for use by persons having requisite knowledge, skill and experience in the chemical industry. Chemtrade shall not be responsible or liable for the use, application or implementation of the information provided herein, and all such information is to be used at the risk, and in the sole judgment and discretion, of such persons, their employees, advisors and agents.



Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Revision Date: 06/11/2019

Date of Issue: 05/01/2015

Version: 9.0

SECTION 1: IDENTIFICATION

Product Identifier

Product Form: Mixture

Product Name: Liquid Alum

Intended Use of the Product

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Name, Address, and Telephone of the Responsible Party

Manufacturer

CHEMTRADE LOGISTICS INC.

155 Gordon Baker Road

Suite 300

Toronto, Ontario M2H 3N5

For SDS Info: (416) 496-5856

www.chemtradelogistics.com

Emergency Telephone Number

Emergency Number :

Canada / US: CHEMTREC +1-800-424-9300

INTERNATIONAL: +1-703-741-5970

Chemtrade Emergency Contact: (866) 416-4404

For Chemical Emergency, Spill, Leak, Fire, Exposure, or Accident, call CHEMTREC – Day or Night

SECTION 2: HAZARDS IDENTIFICATION

Classification of the Substance or Mixture

GHS Classification

Met. Corr. 1 H290

Eye Dam. 1 H318

Aquatic Acute 3 H402

Full text of hazard classes and H-statements : see section 16

Label Elements

GHS Labeling

Hazard Pictograms :



Signal Word

: Danger

Hazard Statements

: H290 - May be corrosive to metals.

H318 - Causes serious eye damage.

H402 - Harmful to aquatic life.

Precautionary Statements

: P234 - Keep only in original container.

P260 - Do not breathe vapors, mist, or spray.

P264 - Wash hands, forearms, and other exposed areas thoroughly after handling.

P273 - Avoid release to the environment.

P280 - Wear protective gloves, protective clothing, and eye protection.

P301+P330+P331 - IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.

P303+P361+P353 - IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water.

P304+P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing.

P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P310 - Immediately call a POISON CENTER or doctor.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

P321 - Specific treatment (see section 4 on this SDS).
P363 - Wash contaminated clothing before reuse.
P390 - Absorb spillage to prevent material damage.
P405 - Store locked up.
P406 - Store in corrosive resistant container with a resistant inner liner.
P501 - Dispose of contents/container in accordance with local, regional, national, provincial, territorial and international regulations.

Other Hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Unknown acute toxicity

No data available

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Mixture

Name	Product Identifier	%*	GHS Ingredient Classification
Water	(CAS No) 7732-18-5	30 - 55	Not classified
Sulfuric acid, aluminum salt (3:2)**	(CAS No) 10043-01-3	45 - 70*	Met. Corr. 1, H290 Eye Dam. 1, H318 Aquatic Acute 3, H402

Full text of H-phrases: see section 16

**As $\text{Al}_2(\text{SO}_4)_3 \cdot 14\text{H}_2\text{O}$ (Dry Aluminum Sulfate).

*Percentages are listed in weight by weight percentage (w/w%) for liquid and solid ingredients. Gas ingredients are listed in volume by volume percentage (v/v%).

*The actual concentration of the ingredient(s) is withheld as a trade secret in accordance with the Hazardous Products Regulations (HPR) SOR/2015-17 and 29 CFR 1910.1200.

SECTION 4: FIRST AID MEASURES

Description of First-aid Measures

General: Never give anything by mouth to an unconscious person. If you feel unwell, seek medical advice (show the label where possible).

Inhalation: Remove to fresh air and keep at rest in a position comfortable for breathing. Immediately call a POISON CENTER or doctor/physician.

Skin Contact: Remove contaminated clothing. Immediately flush skin with plenty of water for at least 30 minutes. Wash contaminated clothing before reuse. Immediately call a POISON CENTER or doctor.

Eye Contact: Rinse cautiously with water for at least 30 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get immediate medical advice/attention.

Ingestion: Rinse mouth. Do NOT induce vomiting. Obtain emergency medical attention.

Most Important Symptoms and Effects Both Acute and Delayed

General: May cause skin irritation and eye damage.

Inhalation: May be corrosive to the respiratory tract.

Skin Contact: May cause irritation.

Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Chronic Symptoms: None expected under normal conditions of use.

Indication of Any Immediate Medical Attention and Special Treatment Needed

If exposed or concerned, get medical advice and attention. If medical advice is needed, have product container or label at hand.

SECTION 5: FIRE-FIGHTING MEASURES

Extinguishing Media

Suitable Extinguishing Media: Water spray, dry chemical, foam, carbon dioxide.

Unsuitable Extinguishing Media: Do not use a heavy water stream. Use of heavy stream of water may spread fire.

Special Hazards Arising From the Substance or Mixture

Fire Hazard: Not considered flammable but may burn at high temperatures.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Explosion Hazard: Contact with metallic substances may release flammable hydrogen gas.

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Advice for Firefighters

Precautionary Measures Fire: Exercise caution when fighting any chemical fire.

Firefighting Instructions: Use water spray or fog for cooling exposed containers.

Protection During Firefighting: Do not enter fire area without proper protective equipment, including respiratory protection.

Hazardous Combustion Products: Can liberate toxic and corrosive fumes of SO₂ and SO₃ under extreme conditions when boiled to dryness or heated above 600 ° C (1112 °F).

Other Information: Do not allow run-off from fire fighting to enter drains or water courses.

Reference to Other Sections

Refer to Section 9 for flammability properties.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

General Measures: Do not get in eyes, on skin, or on clothing. Do not breathe vapor, mist or spray.

For Non-Emergency Personnel

Protective Equipment: Use appropriate personal protective equipment (PPE).

Emergency Procedures: Evacuate unnecessary personnel.

For Emergency Personnel

Protective Equipment: Equip cleanup crew with proper protection.

Emergency Procedures: Upon arrival at the scene, a first responder is expected to recognize the presence of dangerous goods, protect oneself and the public, secure the area, and call for the assistance of trained personnel as soon as conditions permit. Ventilate area.

Environmental Precautions

Prevent entry to sewers and public waters. Avoid release to the environment.

Methods and Materials for Containment and Cleaning Up

For Containment: Contain any spills with dikes or absorbents to prevent migration and entry into sewers or streams. As an immediate precautionary measure, isolate spill or leak area in all directions.

Methods for Cleaning Up: Clean up spills immediately and dispose of waste safely. Transfer spilled material to a suitable container for disposal. Contact competent authorities after a spill. Absorb spillage to prevent material damage. Cautiously neutralize spilled liquid.

Reference to Other Sections

See Section 8 for exposure controls and personal protection and Section 13 for disposal considerations.

SECTION 7: HANDLING AND STORAGE

Precautions for Safe Handling

Additional Hazards When Processed: May be corrosive to metals. May release corrosive vapors.

Precautions for Safe Handling: Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Handle empty containers with care because they may still present a hazard. Do not get in eyes, on skin, or on clothing. Do not breathe vapors, mist, and spray.

Hygiene Measures: Handle in accordance with good industrial hygiene and safety procedures.

Conditions for Safe Storage, Including Any Incompatibilities

Technical Measures: Comply with applicable regulations.

Storage Conditions: Keep container closed when not in use. Store in a dry, cool place. Keep/Store away from extremely high or low temperatures and incompatible materials. Store in corrosive resistant container with a resistant inner liner. Store in original container or corrosive resistant and/or lined container.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Specific End Use(s)

Alum is used as a coagulating agent in municipal and industrial water and wastewater treatment and as an additive in papermaking.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

For substances listed in section 3 that are not listed here, there are no established Exposure limits from the manufacturer, supplier, importer, or the appropriate advisory agency including: ACGIH (TLV), AIHA (WEEL), NIOSH (REL), OSHA (PEL), Canadian provincial governments, or the Mexican government.

Exposure Controls

Appropriate Engineering Controls: Emergency eye wash fountains and safety showers should be available in the immediate vicinity of any potential exposure. Ensure adequate ventilation, especially in confined areas. Ensure all national/local regulations are observed.

Personal Protective Equipment: Gloves. Protective clothing. Protective goggles. Face shield. Insufficient ventilation: wear respiratory protection.



Materials for Protective Clothing: Chemical resistant materials and fabrics.

Hand Protection: Wear protective gloves.

Eye Protection: Chemical safety goggles and face shield.

Skin and Body Protection: Wear suitable protective clothing.

Respiratory Protection: If exposure limits are exceeded or irritation is experienced, approved respiratory protection should be worn. In case of inadequate ventilation, oxygen deficient atmosphere, or where exposure levels are not known wear approved respiratory protection.

Other Information: When using, do not eat, drink or smoke.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Information on Basic Physical and Chemical Properties

Physical State	: Liquid
Appearance	: Clear
Odor	: Odorless
Odor Threshold	: Not available
pH	: 1.4 - 2.6
Evaporation Rate	: Not available
Melting Point	: Not applicable
Freezing Point	: -15.56 °C (3.99 °F)
Boiling Point	: 101 °C (213.8 °F)
Flash Point	: Not flammable
Auto-ignition Temperature	: Not available
Decomposition Temperature	: Not available
Flammability (solid, gas)	: Not applicable
Lower Flammable Limit	: Not available
Upper Flammable Limit	: Not available
Vapor Pressure	: Not available
Relative Vapor Density at 20°C	: Not available
Relative Density	: Not available
Specific Gravity	: 1.30 – 1.35
Solubility	: Water: Completely miscible in water
Partition Coefficient: N-Octanol/Water	: Not available
Viscosity	: Not available

SECTION 10: STABILITY AND REACTIVITY

Reactivity: May be corrosive to metals. Contact with metals may evolve flammable hydrogen gas. May react exothermically with water releasing heat. Adding an acid to a base or base to an acid may cause a violent reaction.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Chemical Stability: Stable under recommended handling and storage conditions (see section 7).

Possibility of Hazardous Reactions: Hazardous polymerization will not occur.

Conditions to Avoid: Extremely high or low temperatures and incompatible materials.

Incompatible Materials: Non acid-proof metals (such as aluminum, copper and iron), bases, unalloyed steel, galvanized surfaces.

Hazardous Decomposition Products: None expected under normal conditions of use.

SECTION 11: TOXICOLOGICAL INFORMATION

Information on Toxicological Effects - Product

Acute Toxicity (Oral): Not classified

Acute Toxicity (Dermal): Not classified

Acute Toxicity (Inhalation): Not classified

LD50 and LC50 Data: Not available

Skin Corrosion/Irritation: May causes skin irritation and eye damage.

pH: 1.4 - 2.6

Eye Damage/Irritation: Causes serious eye damage.

pH: 1.4 - 2.6

Respiratory or Skin Sensitization: Not classified

Germ Cell Mutagenicity: Not classified

Carcinogenicity: Not classified

Specific Target Organ Toxicity (Repeated Exposure): Not classified

Reproductive Toxicity: Not classified

Specific Target Organ Toxicity (Single Exposure): Not classified

Aspiration Hazard: Not classified

Symptoms/Effects After Inhalation: May be corrosive to the respiratory tract.

Symptoms/Effects After Skin Contact: May cause skin irritation.

Symptoms/Effects After Eye Contact: Causes permanent damage to the cornea, iris, or conjunctiva.

Symptoms/Effects After Ingestion: May cause burns or irritation of the linings of the mouth, throat, and gastrointestinal tract.

Information on Toxicological Effects - Ingredient(s)

LD50 and LC50 Data:

Water (7732-18-5)	
LD50 Oral Rat	> 90000 mg/kg

SECTION 12: ECOLOGICAL INFORMATION

Toxicity

Ecology - General: Harmful to aquatic life.

Sulfuric acid, aluminum salt (3:2) (10043-01-3)	
LC50 Fish 1	100 mg/l (Exposure time: 96h – Species: Carassius auratus [static])
EC50 Daphnia 1	12800 ug/l (Exposure time: 48h – Species: Crangonyx pseudogracilis)
LD50 Fish 2	33.9 mg/l (Exposure time: 96h – Species: Pimephales promelas [flow-through])

Persistence and Degradability

Liquid Alum	
Persistence and Degradability	Not established.

Bioaccumulative Potential

Liquid Alum	
Bioaccumulative Potential	Not established.

Mobility in Soil

Not available

Other Adverse Effects

Other Information: Avoid release to the environment.

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

SECTION 13: DISPOSAL CONSIDERATIONS

Waste Disposal Recommendations: Dispose of waste material in accordance with all local, regional, national, provincial, territorial and international regulations.

Additional Information: Container may remain hazardous when empty. Continue to observe all precautions.

Ecology - Waste Materials: Avoid release to the environment. This material is hazardous to the aquatic environment. Keep out of sewers and waterways.

SECTION 14: TRANSPORT INFORMATION

The shipping description(s) stated herein were prepared in accordance with certain assumptions at the time the SDS was authored, and can vary based on a number of variables that may or may not have been known at the time the SDS was issued.

TRANSPORTATION CLASSIFICATION	DOT	TDG	IMDG	IATA
Identification Number	UN3264	UN3264	UN3264	UN3264
Proper Shipping Name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (CONTAINS ALUMINUM SULFATE)
Transport Hazard Class(es)	8	8	8	8
				
Packing Group	III	III	III	III
Environmental Hazards	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant : No	Marine Pollutant: N/A
Emergency Response	ERG Number : 154	ERAP Index: Not applicable	EMS: F-A, S-B	ERG code (IATA): 8L
Additional Information	Not applicable	Not applicable	Not applicable	Not applicable

SECTION 15: REGULATORY INFORMATION

US Federal Regulations

Chemical Name (CAS No.)	CERCLA RQ	EPCRA 304 RQ	SARA 302 TPQ	SARA 313
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	5000 lb	Not present	Not present	No

SARA 311/312

Liquid Alum
Immediate (acute) health hazard

US TSCA Flags

Not present

US State Regulations

California Proposition 65

Chemical Name (CAS No.)	Carcinogenicity	Developmental Toxicity	Female Reproductive Toxicity	Male Reproductive Toxicity
Sulfuric acid, aluminum salt (3:2) (10043-01-3)	No	No	No	No

State Right-To-Know Lists

Sulfuric acid, aluminum salt (3:2) (10043-01-3)
U.S. - Massachusetts - Right To Know List - Yes
U.S. - New Jersey - Right to Know Hazardous Substance List - Yes

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List - Yes
 U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances - No
 U.S. - Pennsylvania - RTK (Right to Know) List - Yes

Canadian Regulations

Sulfuric acid, aluminum salt (3:2) (10043-01-3)

Listed on the Canadian DSL (Domestic Substances List)

Not listed on the Canadian NDSL (Non-Domestic Substances List)

International Inventories/Lists

Chemical Name (CAS No.)	Australia AICS	Turkey CICR	Korea ECL	EU EINECS	EU ELINCS	EU SVHC	EU NLP	Mexico INSQ
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	Yes	Yes	No	No	No	Yes
Chemical Name (CAS No.)	China IECSC	Japan ENCS	Japan ISHL	Japan PDSC	Japan PRTR	Philippines PICCS	New Zealand NZIOC	US TSCA
Sulfuric acid, aluminium salt (3:2) (10043-01-3)	Yes	Yes	No	No	No	Yes	Yes	Yes

SECTION 16: OTHER INFORMATION, INCLUDING DATE OF PREPARATION OR LAST REVISION

Revision Date : 06/11/2019

Revision Summary

Section	Change	Date Changed
1	Text update	06/11/2019
12	Text update	06/11/2019

Other Information : This document has been prepared in accordance with the SDS requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200 and Canada's Hazardous Products Regulations (HPR).

GHS Full Text Phrases:

Aquatic Acute 3	Hazardous to the aquatic environment - Acute Hazard Category 3
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H318	Causes serious eye damage
H402	Harmful to aquatic life

NFPA 704

NFPA Health Hazard : 2
 NFPA Fire Hazard : 0
 NFPA Reactivity Hazard : 1

HMIS Rating

Health : 2
 Flammability : 0
 Physical : 1
 PPE See Section 8

Abbreviations and Acronyms

AICS - Australian Inventory of Chemical Substances
 ACGIH - American Conference of Governmental Industrial Hygienists
 AIHA - American Industrial Hygiene Association
 ATE - Acute Toxicity Estimate
 BCF - Bioconcentration factor
 BEI - Biological Exposure Indices (BEI)
 CAS No. - Chemical Abstracts Service number
 CERCLA RQ - Comprehensive Environmental Response, Compensation, and

LC50 - Median Lethal Concentration
 LD50 - Median Lethal Dose
 LOAEL - Lowest Observed Adverse Effect Level
 LOEC - Lowest-observed-effect Concentration
 Log Pow - Octanol/water Partition Coefficient
 NFPA 704 - National Fire Protection Association - Standard System for the Identification of the Hazards of Materials for Emergency Response
 NIOSH - National Institute for Occupational Safety and Health

Liquid Alum

Safety Data Sheet

According to U.S. Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules And Regulations and according to Canada's Hazardous Products Regulation, February 11, 2015.

Liability Act - Reportable Quantity	NLP - Europe No Longer Polymers List
CICR - Turkish Inventory and Control of Chemicals	NOAEL - No-Observed Adverse Effect Level
DOT - 49 CFR - US Department of Transportation - Code of Federal Regulations Title 49 - Transportation.	NOEC - No-Observed Effect Concentration
EC50 - Median effective concentration	NZIOC - New Zealand Inventory of Chemicals
ECL - Korea Existing Chemicals List	OEL - Occupational Exposure Limits
EINECS - European Inventory of Existing Commercial Chemical Substances	OSHA - Occupational Safety and Health Administration
ELINCS - European List of Notified Chemical Substances	PEL - Permissible Exposure Limits
EmS - IMDG Emergency Schedule Fire & Spillage	PICCS - Philippine Inventory of Chemicals and Chemical Substances
ENCS - Japanese Existing and New Chemical Substances Inventory	PDSCL - Japan Poisonous and Deleterious Substances Control Law
EPA - Environmental Protection Agency	PPE - Personal Protective Equipment
EPCRA 304 RQ - EPCRA 304 Extremely Hazardous Substance Emergency Planning and Community Right-to-Know-Act - Reportable Quantity	PRTR - Japan Pollutant Release and Transfer Register
ERAP Index - Emergency Response Assistance Plan Quantity Limit	REL - Recommended Exposure Limit
Erc50 - EC50 in Terms of Reduction Growth Rate	SADT - Self Accelerating Decomposition Temperature
ERG code (IATA) - Emergency Response Drill Code as found in the International Civil Aviation Organization (ICAO)	SARA - Superfund Amendments and Reauthorization Act
ERG No. - Emergency Response Guide Number	SARA 302 - Section 302, 40 CFR Part 355
HCCL - Hazard Communication Carcinogen List	SARA 311/312 - Sections 311 and 312, 40 CFR Part 370 Hazard Categories
HMIS - Hazardous Materials Information System	SARA 313 - Section 313, 40 CFR Part 372
IARC - International Agency for Research on Cancer	SRCL - Specifically Regulated Carcinogen List
IATA - International Air Transport Association - Dangerous Goods Regulations	STEL - Short Term Exposure Limit
IDLH - Immediately Dangerous to Life or Health	SVHC - European Candidate List of Substance of Very High Concern
IECSC - Inventory of Existing Chemical Substances Produced or Imported in China	TDG - Transport Canada Transport of Dangerous Goods Regulations
IMDG - International Maritime Dangerous Goods Code	TLM - Median Tolerance Limit
INSQ - Mexican National Inventory of Chemical Substances	TLV - Threshold Limit Value
ISHL - Japan Industrial Safety and Health Law	TPQ - Threshold Planning Quantity
	TSCA - United States Toxic Substances Control Act
	TWA - Time Weighted Average
	WEEL - Workplace Environmental Exposure Levels

Handle product with due care and avoid unnecessary contact. This information is supplied under U.S. OSHA'S "Right to Know" (29 CFR 1910.1200) and Canada's WHMIS regulations. Although certain hazards are described herein, we cannot guarantee these are the only hazards that exist. The information contained herein is based on data available to us and is believed to be true and accurate but it is not offered as a product specification. No warranty, expressed or implied, regarding the accuracy of this data, the hazards connected with the use of the product, or the results to be obtained from the use thereof, is made and Chemtrade and its affiliates assume no responsibility. Chemtrade is a member of the CIAC (Chemistry Industry Association of Canada) and adheres to the codes and principles of Responsible Care™.



Chemtrade NA GHS SDS 2015



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Wednesday, December 29, 2021** at 12:15 a.m. Eastern Time.

Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[Company Name=Chemtrade&Chemical Name=Aluminum+Sulfate&Plant State=Arkansas+AR&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Chemtrade&ChemicalName=Aluminum+Sulfate&PlantState=Arkansas+AR&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Chemtrade Solutions LLC (formerly General Chemical LLC)

1421 Willis Avenue

Syracuse, NY 13204

United States

315-478-2323

[Visit this company's website](#)

[\(http://www.chemtradelogistics.com/main/\)](http://www.chemtradelogistics.com/main/)

Facility : Ashdown, AR

Aluminum Sulfate[AL]

Trade Designation

Al+Clear A7

Alum

Aluminum Sulfate

Clar+Ion® A1

Clar+Ion® A10

Clar+Ion® A15

Clar+Ion® A20

Clar+Ion® A3

Product Function

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Coagulation & Flocculation

Max Use

400mg/L

400mg/L

400mg/L

400mg/L

400mg/L

263mg/L

208mg/L

400mg/L

Clar+Ion® A5	Coagulation & Flocculation	400mg/L
Clar+Ion® A7	Coagulation & Flocculation	400mg/L
Clar+Ion® CS[CP]	Coagulation & Flocculation	110mg/L
Gen+Pas® 701	Coagulation & Flocculation	400mg/L
Gen+Pas® 703	Coagulation & Flocculation	400mg/L
Gen+Pas® 705	Coagulation & Flocculation	400mg/L
Gen+Pas® 707	Coagulation & Flocculation	400mg/L
Gen+Pas® 710	Coagulation & Flocculation	400mg/L
Gen+Pas® 715	Coagulation & Flocculation	263mg/L
Gen+Pas® 720	Coagulation & Flocculation	208mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5 - 10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

[CP] The finished drinking water shall be monitored to ensure that levels of copper do not exceed 1.3 mg/L.

Facility : Pine Bluff, AR

Aluminum Sulfate[AL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Alum	Coagulation & Flocculation	400 mg/L
Aluminum Sulfate	Coagulation & Flocculation	400 mg/L
Clar+Ion® A10	Coagulation & Flocculation	400mg/L
Clar+Ion® A15	Coagulation & Flocculation	263mg/L
Clar+Ion® A20	Coagulation & Flocculation	208mg/L
Clar+Ion® A5	Coagulation & Flocculation	400mg/L
Clar+Ion® A7	Coagulation & Flocculation	400mg/L
Gen+Pas® 705	Coagulation & Flocculation	400 mg/L
Gen+Pas® 707	Coagulation & Flocculation	400 mg/L
Gen+Pas® 710	Coagulation & Flocculation	400 mg/L
Gen+Pas® 715	Coagulation & Flocculation	263 mg/L
Gen+Pas® 720	Coagulation & Flocculation	208 mg/L
Liquid Alum	Coagulation & Flocculation	400mg/L
Liquid Alum Acidized 0.5 - 10.0%	Coagulation & Flocculation	400mg/L

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 34

Processing time was 0 seconds



Warranty Information

Chemtrade Chemicals US, LLC will accept return and replace material. Samples will be taken of the material and analyzed. Any material that is off-spec as a result of a Chemtrade production error will be replaced with no cost to customer. If product damage is a result of transportation, we will then partner with our carrier to pursue cause of the problem and develop a resolution in the best interest of the customer.



MEMORANDUM

DATE: FEBRUARY 8, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Electric material bid #IFB-22-07

The City of Bentonville recommends awarding the bid for electric material in the total amount \$2,512,772.39, plus applicable taxes. The low bid for this items follows.

- Techline , Inc in the amount of \$2,093,405.39 (plus tax)
- Arkansas Electric Cooperative in the amount of \$419,367.00 (plus tax)

Techline did not meet specifications on line items #57 and #104
Techline nor Arkansas Electric meet specifications on line item #16

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	TECHLINE	ARKANSAS ELECTRIC	TL LOW TOTAL	AECI LOW TOTAL
1	100	EA	1023	ARM 3-5/8" X 4-5/8" X 8' - WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	\$51.80	\$72.00	\$5,180.00	
2	100	EA	1022	ARM 3-5/8" X 4-5/8" X 10' - WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	\$64.45	\$101.00	\$6,445.00	
3	100	EA	1028	ARM DEAD END FIBERGLASS 4 X 6 8' MACLEAN #PY08SD004-2E OR PUPI #DA4000096E2B7X2	\$403.82	\$402.50		\$40,250.00
4	100	EA	1027	ARM DEAD END FIBERGLASS 4 X 6 X 10' PUPI #DA4000-120-E-4-B9X-2		\$504.00		\$50,400.00
5	100	EA	1029	ARM FIBERGLASS 8' PUPI-FEATHERLITE #DA3000-96E3-B72		\$370.00		\$37,000.00
6	200	EA	1035	ARM GALV. 6' #AMI-104 6' X1-1/4" CANTILEVER BRACKET	\$53.25	\$56.00	\$10,650.00	
7	100	EA	2278	ARM ALUMINIUM CANTILEVER 8' STREETLIGHT ARM AMI-107A 2" X 8'	\$109.75	\$120.00	\$10,975.00	
8	40	EA	1464	ENCLOSURE 1-PH 15KV 14GA STEEL DURHAM #AMSPR12124-D W/GRND NUTS	\$619.43	\$805.00	\$24,777.20	
9	40	EA	1465	ENCLOSURE 3-PH 15KV 14GA STEEL DURHAM #AMSPR32127- D	\$925.67	\$1,250.00	\$37,026.80	
10	50	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75-36-3PH	\$679.00	\$790.00	\$33,950.00	
11	50	EA	1470	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LID FC-37-73-2-3PH-1	\$554.00	\$640.00	\$27,700.00	
12	40	EA	1471	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LID FC-37-73-2-3PH-2	\$554.00	\$640.00	\$22,160.00	
13	40	EA	1472	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37-32-1PH	\$559.00	\$645.00	\$22,360.00	

28	500	EA	2318	INSULATOR STRAIN 10' HUBBELL #6S30120CC1		\$75.46	\$96.00	\$37,730.00				
29	800	EA	1625	INSULATOR MEDIUM SPOOL V2012/GAMMA #P T8065G OR EQUAL TO		\$0.80	\$1.40	\$640.00				
30	600	EA	1626	INSULATOR PIN C-NECK 6814R-70 OR GAMMA A #P T8176GR OR EQUAL TO		\$3.06	\$3.40	\$1,836.00				
31	2,000	EA	1627	INSULATOR PIN F-NECK 6183R-70 OR GAMMA A #P T8196GR OR EQUAL TO		\$3.07	\$4.88	\$6,140.00				
32	800	EA	1634	INSULATOR SUSPEN. DEADEND OHIO BRASS #401015-0215		\$14.22	\$17.10	\$11,376.00				
33	10	EA	1628	INSULATOR PIN MOLDED 35KV HENDRIX HPI-3501			\$25.60	\$256.00				
34	20	EA	1616	HOT LINE CLAMP 477 ACSR COP-ALUM. C# S1545AGP		\$46.88	\$58.00	\$937.60				
35	1,000	EA	1617	HOT LINE CLAMP COP-ALUM. HUBBELL S1530AC		\$16.05	\$19.00	\$16,050.00				
36	1,000	EA	1437	DEAD END SHOE 3/0-477 ACSR SPRING LOADED SIDE OPENING MACLEAN #HDSO-88 OR HUBBEL #ADEZ88N		\$18.85	\$28.00	\$18,850.00				
37	1,000	EA	1434	DEAD END SHOE 6-2/0 SPRING LOADED MACLEAN #A50D398-IN		\$10.00	\$11.50	\$10,000.00				
38	300	EA	1710	PIN POLE TOP 18" NYLON ALLOY THREADS J1368Z		\$12.19	\$14.60	\$3,657.00				
39	500	EA	1711	PIN SADDLE CHANCE 14322 OR MACLEAN J3322Z		\$28.42	\$36.00	\$14,210.00				
40	100	EA	1712	PIN STAND OFF 18" 2-BRACKET G1MDA118AT		\$46.78	\$54.00	\$4,678.00				
41	100	EA	1713	PIN STAND OFF 18" MACLEAN #G1HDA318DV1		\$64.30	\$72.00	\$6,430.00				
42	1,000	EA	1709	STEEL PIN WITH NYLON ALLOY THREADS J203Z		\$5.72	\$6.90	\$5,720.00				

43	200	EA	1714	STEEL PIN ADAPTER (TRANS. LEAD ADAPTER PIN) J2840 or HUBBELL DP1A1		\$8.56	\$10.95	\$1,712.00			
44	400	EA	1884	STIRRUP 4-4/0 ACSR SINGLE ANDERSON #AHL-024019-E		\$20.85	\$27.00	\$8,340.00			
45	400	EA	1885	STIRRUP 477 ACSR MCM ANDERSON #AHL5954922E		\$45.42	\$65.00	\$18,168.00			
46	200	EA	1592	GUY ATTACH FOR STRAIN INSULATOR MACLEAN #UGA664		\$10.48	\$12.37	\$2,096.00			
47	200	EA	1591	GUY ATTACH - SINGLE BOLT FOR SINGLE PHASE, MACLEAN #PE-7X2		\$13.98	\$16.00	\$2,796.00			
48	600	EA	1788	SINGLE POINT RACK J1300 OR HUBBELL #0327		\$8.78	\$11.35	\$5,268.00			
49	800	EA	1636	KADDAS KE-1068GR FUSE CUTOFF COVER			\$20.56	\$16,448.00			
50	300	EA	1637	KADDAS KE-1077A TRANSFORMER BUSHING CAP			\$16.00	\$4,800.00			
51	100	EA	1638	KADDAS KE-1117 FLIPPER TRANSFORMER BUSHING COVER			\$20.20	\$2,020.00			
52	400	EA	1004	AB CAP TRANSFORMER ARRESTOR BUSHING COVER #AB CAP			\$5.47	\$2,188.00			
53	800	EA	2071	TRANS. SEC. LEAD BRACKET CHANGE #9113S 1/2"X5"		\$24.49	\$32.50	\$19,592.00			
54	50	EA	1894	SUPPORT BRACKET CABLE POSITIONER HUBBELL CCS820 FOR 0.75-3" CABLE		\$32.36	\$49.00	\$1,618.00			
55	50	EA	1896	SUPPORT BRACKET PB-4 TB-1 J24673		\$24.72	\$28.75	\$1,236.00			
56	200	EA	1893	SUPPORT BRACKET 3M #MB-3		\$14.63	\$17.90	\$2,926.00			
57	600	EA	1018	ANCHOR SCREW IN 14" TOUGHONE CHANGE #C102-5203		\$105.10	\$205.00	\$123,000.00			

58	100	EA	1010	ANCHOR EXPANDING LARGE 30,000# J0283-1 1283-1		\$91.83	\$142.00	\$9,183.00	
59	2,000	EA	1587	GROUND ROD 5/8" X 8' COPPER J8338		\$17.95	\$17.20	\$34,400.00	
60	2,000	EA	1588	GROUND ROD CLAMP CU 5/8"		\$1.26	\$1.55	\$2,520.00	
61	1,000	EA	1594	GUY GRIP PREF. 3/8" GDE-1107 P.L.P.		\$2.69	\$3.55	\$2,690.00	
62	1,000	EA	2315	GUY GRIP 1/2" EHS BIG GRIP DEADEND PLP#BG- 2115		\$11.93	\$13.98	\$11,930.00	
63	20,000	FT	2197	GUY WIRE 3/8" EXTRA HIGH STRENGTH EHS-7		\$0.51		\$10,200.00	
64	20,000	FT	2316	GUY WIRE, 1/2" EHS-7-STRANDED RATED STRENGTH 26,900 LBS.		\$1.00		\$20,000.00	
65	400	EA	1412	CONNECTOR WCY61PB 477-477 WIRE		\$28.21	\$32.00	\$11,284.00	
66	100	EA	1413	CONNECTOR WCY62PB 477-336 WIRE		\$20.65	\$23.50	\$2,065.00	
67	50	EA	1416	CONNECTOR WCY76PB 750-477 WIRE		\$43.86	\$49.75	\$2,193.00	
68	50	EA	1411	CONNECTOR WCY56-PB WEJTAP FOR 336 ACSR 18/1		\$18.65	\$21.00	\$932.50	
69	50	EA	1414	CONNECTOR WCY63-PB WEJTAP FOR 477 ACSR 18/1 4/0 ACSR 6/1		\$24.62	\$21.00	\$1,050.00	
70	50	EA	1415	CONNECTOR WCY66-PB WEJTAP FOR 477 ACSR 18/1 1/0 ACSR 18/1		\$27.58	\$31.00	\$1,379.00	
71	600	EA	2072	TRANSFORMER TANK GROUND CONNECTOR GTCL-23A		\$4.10	\$4.20	\$2,460.00	
72	600	EA	1042	ARRESTOR LIGHTNING SURGE 10KV COOPER #UNS10050A1A181A			\$38.00	\$22,800.00	

[illegible]

[illegible]

[illegible]

130	20	EA	1034	ARM FIBERGLASS 12' TANGENT MACLEAN MPS PW12ST349		\$401.95	\$470.00	\$8,039.00			
131	1,000	EA	2276	FIXTURE COBRAHEAD LED (250W EQUIVALENT), AUTOBAHN, 30 LED CHIPS, 1500m A DRIVER, MULTI-VOLT 1200277V, ROADWAY TYPE 3, 4000K, 7 PIN PHOTOCONTROL RECEPTACLE, SOLID STATE LONG LIFE PHOTOCONTROL, BLACK A.E.L. PART NUMBER: ATBO-30LEDEI5-MVOLT-R3-BK- NL-P7-PCLL		\$333.59	\$356.00	\$333,590.00			
132	6	EA	1922	SWITCHGEAR AIS-9 3PH DEAD FRONT CHANCE #A090A20U		\$18,437.00	\$23,147.00	\$110,622.00			
133	6	EA	1919	SWITCHGEAR AIS-10 3PH DEAD FRONT CHANCE #A100A00U		\$22,846.00	\$27,364.00	\$137,076.00			
134	6	EA	1920	SWITCHGEAR AIS-11 3PH DEAD FRONT CHANCE #A110A20U		\$20,236.00	\$25,101.00	\$121,416.00			
135	6	EA	1921	SWITCHGEAR AIS-12 3PH DEAD FRONT CHANCE #A120A20U		\$23,039.00	\$33,732.00	\$138,234.00			
								\$2,093,405.39	\$419,367.00		



CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATES: JANUARY 9, 2022

NOTICE TO BIDDERS

ELECTRIC MATERIAL

Invitation For Bid (IFB)-22-07

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of various Electric Material Items, as specified.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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 \$500.00 (five-hundred dollars), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract if selected for award. 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 honor the submitted bid and execute the Contract (when applicable). 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 Bid Bond shall be in accordance with the requirements contained in the Bidding Documents for this Bid.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department 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. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Public Bid Opening for IFB-22-07 held at 2:30pm on Tuesday, January 25, 2022; 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 Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected. 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 Department located at the address above. 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.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is January 19, 2022, at 4:00pm.
DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

WWW.BENTONVILLEAR.COM



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PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-07	Date of Issuance:	January 9, 2022
Description:	Electric Material (One-Time Purchase and Delivery)		
Requesting Department:	City of Bentonville Inventory Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	\$500.00 BID BOND REQUIRED (SEE BOND SECTION OF THIS IFB DOCUMENT)		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	JANUARY 25, 2022 at 2:30 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th 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:	JANUARY 19, 2022 - 4:00 P.M. CST
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Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	IFB-22-07	Solicitation Title:	ELECTRIC MATERIAL
RFI RESPONSE NUMBER	1	Date of Issuance:	JANUARY 19, 2022

TO: Prospective Bidders

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Bid Submission.

Line Number	Submitted Question	City's Response
1	How much should the bid bond amount be? I see \$500 in one section and 5% in another section. If 5% what amount do we need to go off of?	The Bid Bond required for IFB-22-07 is \$500.00. The reference to 5% is in the General Terms and Conditions as it is the standard requirement when a Bid Bond is required; however, this was adjusted due to the structure of this IFB.
2	On page 42 of the attachment item # 7 request a 40 year warranty. Is this for the cable that is listed under itm# 6?	To clarify, Item #6 is not a cable – it is an arm. The 40-year warranty is under the Specifications for the U/G wire.



**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

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

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	IFB-22-07	Solicitation Title:	ELECTRIC MATERIAL
RFI RESPONSE NUMBER	2	Date of Issuance:	JANUARY 21, 2022

TO: Prospective Bidders

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Bid Submission.

Line Number	Submitted Question	City's Response
1	How much should the bid bond amount be? I see \$500 in one section and 5% in another section. If 5% what amount do we need to go off of?	The Bid Bond required for IFB-22-07 is \$500.00. The reference to 5% is in the General Terms and Conditions as it is the standard requirement when a Bid Bond is required; however, this was adjusted due to the structure of this IFB.
2	On page 42 of the attachment item # 7 request a 40 year warranty. Is this for the cable that is listed under itm# 6?	To clarify, Item #6 is not a cable – it is an arm. The 40-year warranty is under the Specifications for the U/G wire.

Clarifications:

The following has been provided as a clarification to the Line Items:

1. Item #108: 2500' per reel
2. Item #109 2500' per reel
3. Item #110 1500' per reel



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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Techline, Inc Phone Number: 501-537-6150

Business Address (Full Street/City/State/Zip): 3601 West 65TH St Little Rock, AR 72209

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

Name of Contact Person: Tony McGhee Email: tony.mcgee@techline-inc.com

Signature of Authorized Person:  Date: 1-24-22

Printed or Typed Name: Tony McGhee Title: Sales Coordinator

Arkansas Contractors License Number: _____ (Not required unless specified in this document)

Sales or Use Tax ID Number: 00287990-SLS

Bid Bond Included: ☒ Yes ☐ No (only required if specified in this IFB Document)

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of various Electric Material Items, as specified.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

****Special Note:** This is not an annual blanket bid; this is for a one-time order of the materials and quantities specified**

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Appendix A , completed
- Appendix B , completed
- Appendix C, completed
- Appendix D, completed
- Appendix G, completed
- \$500.00 Bid Bond, as required in this IFB document

3. APPENDIXES

- **APPENDIX A: BID FORM (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: BID DATA SHEET – ITEM#108/COB#2147 (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: BID DATA SHEET – ITEM#109/COB#2146 (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: BID DATA SHEET – ITEM#110/COB#2192 (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX E: SPECIFICATIONS- 750 WIRE**
- **APPENDIX F: SPECIFICATIONS- 1/0, 4/0 WIRE**
- **APPENDIX :VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

4. REQUIRED RESPONSE DOCUMENTS: Appendix B, C, D

Bidders are only required to complete Appendixes B, C and D if they are submitting a Bid on those item(s).
"No Bid" is an acceptable entry.

5. TERM/AWARD

The awarded Bidder(s) will be issued a single Purchase Order for the materials awarded for one-time purchase and delivery.

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

☒ **Bid Bond Required** ☐ **Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **\$500.00 (five hundred dollars)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 1 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

B. 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.

5. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendixes. Deviations from Specifications must be noted in the Bid Submission.



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3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

4. 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 or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups. The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

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6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department 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 via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be 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 (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the 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 equivalent (or alternate)/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 (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.



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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS CONTINUED

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

8. 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.

9. PAST PERFORMANCE/REFERENCES

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 or delivery of items 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.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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11. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

12. INVOICING

The awarded Bidder shall provide invoices for the City's review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts, etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

 X Invoice upon delivery (Payment within 14 days)

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

13. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

 ✓ NET 30 Days from Invoice Submission NET 60 Days from Invoice Submission Other (Specify Below)



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SECTION 3: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and 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.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the 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 Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by 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 and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. 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. All signatures must be 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; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **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 without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. 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, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
(2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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, Notice of Award, Contract or other contractual or otherwise binding document.

Bidder's accept all terms and conditions herein upon submission of their signed Bid.

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.

UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.



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8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, 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 for any reason.

The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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 herein.

Conditional Bids are not acceptable and 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 responsive 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 the written approval of the Purchasing Manager and Finance Director.

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 (OR EQUIVALENT, OR ALTERNATE) 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. The decision to accept a proposed item is solely the City's.



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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 the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, 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 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. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder'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 complete the Delivery Section of this IFB. 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 in this IFB.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. 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, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.



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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 bids.

The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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, but are not limited to:
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.



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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 and without penalty to 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 and shall adhere to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the 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.
31. **PERFORMANCE & PAYMENT 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 for the full 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 payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. 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; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
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 IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (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



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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, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
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 Department by emailing purchasing@bentonvillear.com or calling (479) 271-3115.



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APPENDIX A

BID FORM REQUIRED RESPONSE DOCUMENT



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APPENDIX A: BID FORM

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

Bid prices shall include all costs, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

BID PRICES SHALL NOT INCLUDE SALES TAX.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

 x **Per Line Item:** The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered.

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	UNIT COST	EQUIVALENT PART NUMBER (IF APPLICABLE)
1	100	EA	1023	ARM 3-5/8" X 4-5/8" X 8' -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	51.80	
2	100	EA	1022	ARM 3-5/8" X 4-5/8" X 10' -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	64.45	
3	100	EA	1028	ARM DEAD END FIBERGLASS 4 X 6 8' MACLEAN # PY08SD004-2E OR PUPIT #DA4000096E2B7X2	403.82	
4	100	EA	1027	ARM DEAD END FIBERGLASS 4 X 6 X 10' PUPIT #DA4000-120-E-4-B9X-2	No Bid	
5	100	EA	1029	ARM FIBERGLASS 8' PUPIT-FEATHERLITE #DA3000-96E3-B72	No Bid	
6	200	EA	1035	ARM GALV. 6' #AMI-104 6'X1-1/4" CANTILEVER BRACKET	53.25	
7	100	EA	2278	ARM ALUMINUM CANTILEVER 8' STREETLIGHT ARM AMI-107A 2" X 8'	109.75	
8	40	EA	1464	ENCLOSURE 1-PH 15KV 14GA STEEL DURHAM #AMSPR12124-D W/GRND NUTS	619.43	
9	40	EA	1465	ENCLOSURE 3-PH 15KV 14GA STEEL DURHAM #AMSPR32127-D	925.67	
10	50	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75-36-3PH	679.00	

11	50	EA	1470	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LID FC-37-73- 2-3PH-1	554.00	
12	40	EA	1471	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LID FC-37-73- 2-3PH-2	554.00	
13	40	EA	1472	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37-32-1PH	559.00	
14	40	EA	1474	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD LID 1PH FC-22-36-2-IPH-1	478.00	
15	300	EA	1466	ENCLOSURE BENTONVILLE GRAPHICS, DARK GREEN ELECTRICAL PEDESTAL, 2" PENTA CUP ASSEMBLY, 2 DOORS 1)BACK/LOW/RT 1)BACK/LOW/LEFT, 3-6350 CONNECTORS & PLASTIC COVERS, W/GROUNDWIRE #APT- 10X14WBT-DCG	No Bid	
16	300	EA	1011	ANCHOR, PISA ROD 3/4"X7' WITH TWIN EYE NUT CHANGE #E102-0044	33.70	E.C.P. # TARN-750-842
17	100	EA	1016	ANCHOR ROD 1" X 9' TWIN-EYE CHANGE #5369	101.90	
18	400	EA	2074	TRANSFORMER PAD WAGNER #F4242- 32CL1328T	122.10	For freight purposes, quoting ALL or NONE
19	50	EA	2075	TRANSFORMER PAD DIVERSITECH #F4848- 4C5L-1228T	149.45	
20	50	EA	1508	FIXTURE 100W HPS AMERICAN CONTEMPO A.E. #245-10S-RN-120-R5-AY OR G.E. #P17M10S1N2AMS5GR	296.45	
21	480	EA	1119	BULB 100LM/W MOGUL HOWARD LEDMR- 4050-MV	65.95	HOWARD ONLY

22	12	EA	1123	BULB 1500W MH MH1500BU/M48	34.05	
23	2,000	EA	1704	PHOTO CELL SUNTECH P124 105-305 BLUE IN COLOR	5.86	
24	500	EA	1370	CONDUIT STANDOFF BRKT. 12" - 9" DEPTH ALUMAFORM #9-CSO-12-4WT	45.50	
25	100	EA	1632	INSULATOR STRAIN 3' GCC15-36-R	19.97	
26	100	EA	1633	INSULATOR STRAIN 10' GCC15-120-R	31.28	
27	500	EA	2317	INSULATOR STRAIN 3' HUBBELL #GS30036CC1	49.02	NO SUB
28	500	EA	2318	INSULATOR STRAIN 10' HUBBELL #GS30120CC1	75.46	NO SUB
29	800	EA	1625	INSULATOR MEDIUM SPOOL V2012/GAMMA #PT8065G OR EQUAL TO	.80	Victor 2612
30	600	EA	1626	INSULATOR PIN C-NECK 6814R-70 OR GAMMA #PT8176GR OR EQUAL TO	3.06	Victor 605R
31	2,000	EA	1627	INSULATOR PIN F-NECK 6183R-70 OR GAMMA #PT8196GR OR EQUAL TO	3.37	Victor 606R
32	800	EA	1634	INSULATOR SUSPEN. DEADEND OHIO BRASS #401015-0215	14.22	
33	10	EA	1628	INSULATOR PIN MOLDED 35KV HENDRIX HPI-3501	No Bid	

34	20	EA	1616	HOT LINE CLAMP 477 ACSR COP-ALUM. C# S1545AGP	46.88	
35	1,000	EA	1617	HOT LINE CLAMP COP-ALUM. HUBBELL S1530AC	16.65	
36	1,000	EA	1437	DEAD END SHOE 3/0-477 ACSR SPRING LOADED SIDE OPENING MACLEAN #HDSO-88 OR HUBBELL #ADEZ88N	18.85	
37	1,000	EA	1434	DEAD END SHOE 6-2/0 SPRING LOADED MACLEAN #ASOD398-IN	10.00	
38	300	EA	1710	PIN POLE TOP 18" NYLON ALLOY THREADS J1368Z	12.19	Std pkg 15
39	500	EA	1711	PIN SADDLE CHANCE 14322 OR MACLEAN J3322Z	28.42	
40	100	EA	1712	PIN STAND OFF 18" 2-BRACKET G1MDA118AT	46.78	
41	100	EA	1713	PIN STAND OFF 18" MACLEAN #G1HDA318DV1	64.30	
42	1,000	EA	1709	STEEL PIN WITH NYLON ALLOY THREADS J203Z	5.72	
43	200	EA	1714	STEEL PIN ADAPTER (TRANS. LEAD ADAPTER PIN) J2840 or HUBBELL DP1A1	8.56	
44	400	EA	1884	STIRRUP 4-4/0 ACSR SINGLE ANDERSON #AHL5-024019-E	20.85	
45	400	EA	1885	STIRRUP 477 ACSR MCM ANDERSON #AHL5954922E	45.42	

46	200	EA	1592	GUY ATTACH FOR STRAIN INSULATOR MACLEAN #UGA664	10.48	
47	200	EA	1591	GUY ATTACH - SINGLE BOLT FOR SINGLE PHASE, MACLEAN #PE-7X2	13.98	
48	600	EA	1788	SINGLE POINT RACK J1300 OR HUBBELL #0327	8.78	
49	800	EA	1636	KADDAS KE-1068GR FUSE CUTOUT COVER	No Bid	
50	300	EA	1637	KADDAS KE-1077A TRANSFORMER BUSHING CAP	No Bid	
51	100	EA	1638	KADDAS KE-1117 FLIPPER TRANSFORMER BUSHING COVER	No Bid	
52	400	EA	1004	AB CAP TRANSFORMER ARRESTOR BUSHING COVER #AB CAP	No Bid	
53	800	EA	2071	TRANS. SEC. LEAD BRACKET CHANGE #91135 1/2"X5"	24.49	
54	50	EA	1894	SUPPORT BRACKET CABLE POSITIONER HUBBELL CCS820 FOR 0.75-3" CABLE	32.36	
55	50	EA	1896	SUPPORT BRACKET PB-4 TB-1 J24673	24.72	Std pkg 15
56	200	EA	1893	SUPPORT BRACKET 3M #MB-3	14.63	
57	600	EA	1018	ANCHOR SCREW IN 14" TOUGHONE CHANGE #C102-5203	105.10	E.C.P. TDH225-134

58	100	EA	1010	ANCHOR EXPANDING LARGE 30,000# J0283-1 1283-1	91.83	
59	2,000	EA	1587	GROUND ROD 5/8" X 8' COPPER J8338	17.95	Priority 615883
60	2,000	EA	1588	GROUND ROD CLAMP CU 5/8"	1.26	
61	1,000	EA	1594	GUY GRIP PREF. 3/8" GDE-1107 P.L.P.	2.69	
62	1,000	EA	2315	GUY GRIP 1/2" EHS BIG GRIP DEADEND PLP#BG-2115	11.93	
63	20,000	FT	2197	GUY WIRE 3/8" EXTRA HIGH STRENGTH EHS-7	.51	
64	20,000	FT	2316	GUY WIRE, 1/2" EHS-7-STRAINED RATED STRENGTH 26,900 LBS.	1.60	
65	400	EA	1412	CONNECTOR WCV61PB 477-477 WIRE	28.21	
66	100	EA	1413	CONNECTOR WCV62PB 477-336 WIRE	20.65	
67	50	EA	1416	CONNECTOR WCV76PB 750-477 WIRE	43.86	
68	50	EA	1411	CONNECTOR WCV56-PB WEJTAP FOR 336 ACSR 18/1	18.65	
69	50	EA	1414	CONNECTOR WCV63-PB WEJTAP FOR 477 ACSR 18/1 4/0 ACSR 6/1	24.62	

70	50	EA	1415	CONNECTOR WCY66-PB WEJTAP FOR 477 ACSR 18/1 1/0 ACSR 18/1	27.58	
71	600	EA	2072	TRANSFORMER TANK GROUND CONNECTOR GTCL-23A	4.10	
72	600	EA	1042	ARRESTOR LIGHTNING SURGE 10KV COOPER #UNS10050A1A1B1A	No BID	
73	100	EA	1137	BUSHING INSERT 200 AMP LOADBREAK ELASTIMOLD #1601A4	26.90	
74	900	EA	1154	CAP PROTECTIVE INSULATED WITH GROUND ELASTIMOLD #167-DRG	27.65	
75	400	EA	1453	ELBOW ARRESTOR ELASTIMOLD #167ESA- 10	69.71	
76	1,000	EA	1449	ELBOW 1/0 15KV (.665-.905) 220 MIL W/T POINT ELASTIMOLD #162LRJS-B- 5240	36.94	
77	50	EA	1452	ELBOW 4/0 15KV (.830-1.060) 220 MIL ELASTIMOLD #162LR-CC-5270-S	39.40	
78	200	EA	1656	LOADBREAK JUNCTION 4-POINT WITH U- STRAPS ELASTIMOLD #164J4-5	144.95	
79	50	EA	1653	LOADBREAK ELBOW TAP PLUG 15KV ELASTIMOLD #650ETP	119.83	
80	700	EA	1716	PLUG STAND OFF ELASTIMOLD #161SOP	38.24	
81	300	EA	1972	TERMINATOR KIT 1/0 & 4/0 (.064-1.08 INS OD) 3M #7652-S-4-1/0 INCLUDES 1/0 STEM	No BID	

82	50	EA	1973	TERMINATOR KIT 500 & 750 (1.05-1.80 INC OD) 3M #7655-5-4-40172 INCLUDES 750 LUG 40172	No BID	
83	50	EA	1974	TERMINATOR STEM FOR 4/0 3M #SC0040	No BID	
84	1,000	EA	1889	STUD-MOUNTED TRANS CONNECTOR CMC/BMC #N5SC350-6I 5/8-11 6-POSITION	20.16	
85	100	EA	2091	UTILICO SEC. STUDMNT. CONN. 6-POSITION #10-500 MCM #PTF6-500-CUP	25.50	
86	12	EA	1454	DEADFRONT ELBOW 4/0 TR/XLP 15KV ELASTIMOLD #K655LRH-0270	141.68	
87	12	EA	1455	DEADFRONT ELBOW 500 TR/XLP 15KV ELASTIMOLD #K655LRK-0330	149.95	
88	12	EA	1456	DEADFRONT ELBOW 750 TR/XLP 15KV ELASTIMOLD #K655LRM-0380	149.95	
89	600	EA	1567	FUSETRON FUSE HOLDER SHAWMUT FEB-21-21	No BID	
90	500	EA	1519	FUSE 600V MIDGET 20 AMP ATM-20	No BID	
91	500	EA	1524	FUSE CUTOFF 100 AMP POLYMER - MPS #SC15-H-G-1-10-B-D90	120.39	std pkg 48
92	24	EA	1905	FUSE UNIT END FITTING SML-20 (PFC) S&C #3097	445.00	
93	50	EA	1520	FUSE BARRELL/DOOR 100 AMP S&C #8952IR10-BD	27.57	

94	24	EA	1552	FUSE SMU-20 100K AMP 15KV S&C 702100	172. ⁰⁰	
95	24	EA	1553	FUSE SMU-20 125E AMP 15KV S&C 612125	172. ⁰⁰	
96	24	EA	1554	FUSE SMU-20 140K AMP 15KV S&C 702140	172. ⁰⁰	
97	24	EA	1555	FUSE SMU-20 150E AMP 15KV S&C 712150	172. ⁰⁰	
98	24	EA	1556	FUSE SMU-20 175E AMP 15KV S&C 712175	172. ⁰⁰	
99	200	EA	1497	FAULT INDICATOR OVERHEAD NAVIGATOR LM #41-2001-301	312.60	Std pkg 27
100	500	EA	1499	FAULT INDICATOR UNDERGROUND LOAD LM #29-6114-OF8	230.36	
101	50	EA	1498	FAULT INDICATOR UNDERGROUND 500 & 750 WIRE LM #29-6115-OF8	243.49	
102	200	EA	1488	EQUIPMENT MOUNT FIBERGLASS FUSE CUTOUT MACLEAN #G3MA024818DDB	178.65	
103	200	EA	1118	EQUIPMENT MOUNT FIBERGLASS T- BRACKET MACLEAN #G1MA0118DDB	50.73	
104	60	EA	1629	INSULATOR POLYMER DEAD END "35KV, 25" HUBBELL #401035-0215	21.65	MPS # DS-35M
105	24	EA	1744	POLE QUIK-SET 5/GALLON BUCKETS RAINBOW #40590	42.68	

106	60	EA	1743	POLE POLY SET PS240W	143°	
107	60	EA	2203	WIRE SLICK PRELUBE 2000 POLYWATER #PJ-128 1 GALLON	20.10	
108	150,000	FT	2147	WIRE 1/0 15KV 220MIL	No BID	SEE SPEC ATTACHED AND PLEASE FILL OUT BID DATA SHEET ATTACHED
109	150,000	FT	2146	STRANDED, CIC, 1-1/2" RED CONDUIT - REEL SIZE MUST BE: 46" WIDE X 72" HIGH, INSIDE DRUM 3' (2500' PER REEL)	No BID	PLEASE FILL OUT BID DATA SHEET ATTACHED
110	18,000	FT	2192	WIRE 750 MCM 15KV 220 MIL	No BID	SEE SPEC ATTACHED AND PLEASE FILL OUT BID DATA SHEET ATTACHED
111	20	EA	1024	ARM ALUM. 18' SALCO #WPT-2-18-A WITH GROUNDING POINT	378.00	
112	12	EA	2049	TRANS CURRENT 100:5A BUSH MOUNT ASTRA #600	316.40	
113	48	EA	2053	TRANS CURRENT 200:5A BUSH MOUNT ASTRA #601NE	223.84	
114	12	EA	2056	TRANS CURRENT 300:5A BUSH MOUNT ASTRA #602N	184.70	
115	9	EA	2059	TRANS CURRENT 400:5A BUSH MOUNT ASTRA #603N	164.06	
116	12	EA	2061	TRANS CURRENT 600:5A BUSH MOUNT ASTRA #605	162.83	
117	6	EA	2062	TRANS CURRENT 800:5A BUSH MOUNT ASTRA #606	144.45	

118	6	EA	2052	TRANS CURRENT 1500:5A BUSH MOUNT ASTRA #609	179.00	
119	12	EA	2048	TRANS CURRENT 100:5 124K BAR TYPE CT, CT CURRENT RATING 100, CT RATING FACTOR @ 55C 4, OVERALL CT RATING (WITH RF) 400	238.13	
120	45	EA	2053	TRANS CURRENT 200:5 105K BAR TYPE CT, CT CURRENT RATING 200, CT RATING FACTOR @ 55C 4, OVERALL CT RATING (WITH RF) 800	236.67	
121	12	EA	2058	TRANS CURRENT 400:5 107K BAR TYPE CT RATING FACTOR OF 4	259.24	
122	24	EA	2095	VT PACK 3-PH. RATIO 2.5:1 - 6003012 PRIMARY VOLTAGE 255-330 WITH 6' HARNES WH-CTYBEN-6	No BID	
123	1,000	EA	2073	TRANS TANK GROUND CONNECT ERICO #CC-207 6-1/0 (50/PKG)	No BID	
124	12	EA	1219	CAPACITOR 200KVAR, 95KV, 2 BUSHING COOPER #CEP140A6 (MUST BE GROUNDED IN TRANSIT)	No BID	
125	6	EA	1223	CAPACITOR JUNCTION BOX 6"X6" MOLDED WITH (3) CONDUCTOR #16 CABLES WITH 5 PIN PLUGS HUBBELL #33124811	610.50	
126	3	EA	1220	CAPACITOR ALUMINUM RACK FOR 6 UNITS ALUMAFORM #CR-6/51512	368.70	
127	6	EA	1226	CAPACITOR VACUUM SWITCH VS15-95 15KV 200A 120V HUBBELL #33184401	1458.15	

128	20	EA	1032	ARM FIBERGLASS 10' TANGENT MACLEAN MPS PW10ST005	197.84	Std pkg 48	
129	20	EA	1033	ARM FIBERGLASS 8' TANGENT MACLEAN MPS PW08ST004	156.64	Std pkg 48	
130	20	EA	1034	ARM FIBERGLASS 12' TANGENT MACLEAN MPS PW12ST349	401.95	Std pkg 48	
131	1,000	EA	2276	FIXTURE COBRAHEAD LED (250W EQUIVALENT), AUTOBAHN, 30 LED CHIPS, 1500m A DRIVER, MULTI-VOLT 1200277V, ROADWAY TYPE 3, 4000K, 7 PIN PHOTOCONTROL RECEPTACLE, SOLID STATE LONG LIFE PHOTOCONTROL, BLACK A.E.L. PART NUMBER: ATBO-30LEDE15- MVOLT-R3-BK-NL-P7-PCLL	333.59		
132	6	EA	1922	SWITCHGEAR AIS-9 3PH DEAD FRONT CHANCE #A090A20U	18,437 ⁰⁰		NO SUB
133	6	EA	1919	SWITCHGEAR AIS-10 3PH DEAD FRONT CHANCE #A100A00U	22,846 ⁰⁰		NO SUB
134	6	EA	1920	SWITCHGEAR AIS-11 3PH DEAD FRONT CHANCE #A110A20U	20,236 ⁰⁰		NO SUB
135	6	EA	1921	SWITCHGEAR AIS-12 3PH DEAD FRONT CHANCE #A120A20U	23,039 ⁰⁰		NO SUB



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APPENDIX B

BID DATA SHEET – ITEM#108/COB#2147 REQUIRED RESPONSE DOCUMENT

ITEM #108
COB#2147



**BID DATA SHEET
UNDERGROUND PRIMARY CABLE
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT**

Bid Number	
Date	
Distributor	
Manufacturer	
Manufacturing Plant Location	
Wire Size	
Outside Diameter - Over Insulation	Inches
Outside Diameter - Complete Cable	Inches
Weight of completed cable	Lbs / 1000 Ft.
EPR Compound	
Series Resistance of Cable per Phase @ 75 C	Ohms / 1000 Ft.
Series Reactance of Cable per Phase @ 75 C, 60 HZ	Ohms / 1000 Ft.
Recommended pulling tension	Lbs
Minimum Bending Radius	Inches
3 PH Cable Ampacity	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps
1 PH Cable Ampacity (1/0 Only)	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps

** For cable ampacity calculations, assume conductor temperature of 90 C, ambient earth temperature 20 C, soil thermal resistivity RHO-90. For three phase applications, assume a triplexed arrangement. Assume conduit sizes as listed in section 6 of the specifications.

BEUD's system voltage is 12,470 / 7,200 volts

A separate Bid Data Sheet must be completed for each wire size quoted.

This form must be completely filled in and included with all bid submittals at the time bids are due. Bid Submittals without the Bid Data Sheet will be deemed "non-responsive" and will not be evaluated for award. Only BEUD's Bid Data Sheets will be acceptable.



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APPENDIX C

BID DATA SHEET – ITEM#109/COB#2146 REQUIRED RESPONSE DOCUMENT

ITEM #109
COB#2146



**BID DATA SHEET
UNDERGROUND PRIMARY CABLE
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT**

Bid Number		
Date		
Distributor		
Manufacturer		
Manufacturing Plant Location		
Wire Size		
Outside Diameter - Over Insulation		Inches
Outside Diameter - Complete Cable		Inches
Weight of completed cable		Lbs / 1000 Ft.
EPR Compound		
Series Resistance of Cable per Phase @ 75 C		Ohms / 1000 Ft.
Series Reactance of Cable per Phase @ 75 C, 60 HZ		Ohms / 1000 Ft.
Recommended pulling tension		Lbs
Minimum Bending Radius		Inches
3 PH Cable Ampacity		
@ 50% Load Factor		Amps
@75% Load Factor		Amps
@100% Load Factor		Amps
1 PH Cable Ampacity (1/0 Only)		
@ 50% Load Factor		Amps
@75% Load Factor		Amps
@100% Load Factor		Amps

** For cable ampacity calculations, assume conductor temperature of 90 C, ambient earth temperature 20 C, soil thermal resistivity RHO-90. For three phase applications, assume a triplexed arrangement. Assume conduit sizes as listed in section 6 of the specifications.

BEUD's system voltage is 12,470 / 7,200 volts

A separate Bid Data Sheet must be completed for each wire size quoted.

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APPENDIX D

BID DATA SHEET – ITEM#110/COB#2192 REQUIRED RESPONSE DOCUMENT

ITEM #110
COB#2192



**BID DATA SHEET
UNDERGROUND PRIMARY CABLE
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT**

Bid Number	
Date	
Distributor	
Manufacturer	
Manufacturing Plant Location	
Wire Size	
Outside Diameter - Over Insulation	Inches
Outside Diameter - Complete Cable	Inches
Weight of completed cable	lbs / 1000 Ft.
EPR Compound	
Series Resistance of Cable per Phase @ 75 C	Ohms / 1000 Ft.
Series Reactance of Cable per Phase @ 75 C, 60 HZ	Ohms / 1000 Ft.
Recommended pulling tension	Lbs
Minimum Bending Radius	Inches
3 PH Cable Ampacity	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps
1 PH Cable Ampacity (1/0 Only)	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps

** For cable ampacity calculations, assume conductor temperature of 90 C, ambient earth temperature 20 C, soil thermal resistivity RHO-90. For three phase applications, assume a triplexed arrangement. Assume conduit sizes as listed in section 6 of the specifications.

BEUD's system voltage is 12,470 / 7,200 volts

A separate Bid Data Sheet must be completed for each wire size quoted.

This form must be completely filled in and included with all bid submittals at the time bids are due. Bid Submittals without the Bid Data Sheet will be deemed "non-responsive" and will not be evaluated for award. Only BEUD's Bid Data Sheets will be acceptable.



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APPENDIX E

SPECIFICATIONS – 750 WIRE

**750 WIRE
SPECIFICATION
PAGES 1-5**



CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT

**SPECIFICATION FOR
15KV UNDERGROUND PRIMARY CABLE**

1. GENERAL

- 1.1 This specification applies to material and equipment purchased by Bentonville Electric Utilities Department (BEUD). Only wire manufactured in the United States will be considered.
- 1.2 This specification covers detail for furnishing medium voltage, jacketed, shielded underground distribution power cables. The cables shall consist of one ethylene propylene rubber (EPR) insulated aluminum or copper conductor, with a helically applied copper shield over the insulation shielding, and an overall jacket of black, linear low density polyethylene. The cables shall be 15 kV rated – suitable for use on 12470GrdY/7200 Volt primary underground distribution systems.
- 1.3 The cables shall be suitable for use in single and three phase primary underground distribution systems installed in underground ducts in either wet or dry locations.
- 1.4 The cable shall be designed and constructed so that it will operate at normal operating temperatures of at least 90C maximum, emergency temperatures of at least 130C and short circuit operating temperatures of at least 250C.

2. STANDARDS

Insulated cables furnished under this specification shall meet the requirements of the latest edition of ICEA S-94-649 supplemented by AEIC CS8 and related ASTM and ICEA specifications. Where this specification differs from the requirements of the above standards, this specification shall take precedence.

3. MATERIAL

3.1 Conductor

3.1.1 Stranding

The conductor shall be Class B stranded, compressed copper or aluminum in accordance with the standards lists in section 2. Aluminum temper shall be either ¼ hard for stranded conductors or ½ hard for solid conductors.

3.1.2 Water blocking Compound

The stranded conductor shall be filled with approved water blocking sealant to impede longitudinal water penetration; however the outer surface of the conductor shall be free from the sealant compound. The sealant must be compatible with the conductor shield in accordance with the latest editions of the ICEA T-32-645. The compound shall be identified in the qualification test report and each certified test report on completed cable.

3.2 Insulation

- 3.2.1 The insulation shall be premium quality, heat, moisture, ozone and corona resistant thermosetting ethylene propylene rubber (EPR).
- 3.2.2 Compound shall be identified on Bid Data Sheet and test reports.
- 3.2.3 The insulation shall be compatible with both the conductor shield and the insulation shield.
- 3.2.4 The insulation thickness shall be 220 mil.
- 3.2.5 The insulation shall be free from voids, contaminants, gels and agglomerates in accordance with the latest edition of AEIC CS8 and ICEA S-94-649.

3.3 Conductor Shielding

- 3.3.1 The conductor shielding shall be extruded and shall consist of virgin black semi-conducting thermosetting material.
- 3.3.2 The conductor shield thickness shall be in accordance with the latest edition of ICEA S-94-649 and AEIC CS8.
- 3.3.3 The conductor shield shall be easily removed from the conductor and shall be firmly bonded to the overlying insulation.

3.4 Insulation shielding

- 3.4.1 The insulation shielding of cables shall be an extruded layer consisting of one layer of virgin black semi-conducting thermosetting material applied directly over the insulation prior to entering the curing tube.
- 3.4.2 The thickness of the extruded shield shall be in accordance with ICEA S-94-649.
- 3.4.3 The insulation shield shall be free stripping, without the application of heat, from the insulation, leaving it free of any significant residue of semiconducting material.
- 3.4.4 The tension necessary to remove the extruded insulation shield shall not exceed 18 pounds when tested in accordance with AEIC CS8 and ICEA S-94-649.
- 3.4.5 The insulation shield shall be marked per the requirements of the applicable AEIC standard.

3.5 Metallic Shield (Concentric Neutral)

- 3.5.1 The metallic shield shall consist of concentric wires that are of sufficient size to serve as a neutral conductor. They shall be applied over the semi-conducting insulation shield of the cable.
- 3.5.2 The overall concentric conductor shall be annealed, uncoated copper wires with a minimum size of #16 and shall consist of a sufficient number of wires to provide a one third or full neutral as specified on the bid form.
- 3.5.3 The wires shall be applied directly over the semi-conducting layer with a lay of between 6 and 10 times the diameter over the concentric wires. Moisture blocking agents shall be applied in the interstices of the concentric neutral wires.

3.6 Jacketing

- 3.6.1 Cables shall be supplied with an overall jacket that shall be a black, non-conducting linear low density polyethylene (LLDPE).
- 3.6.2 The jacket shall encapsulate the concentric strands and shall be a minimum thickness of 45 mils at any point along the cable, as measured from the outside of the jacket to the outside of any neutral wire.
- 3.6.3 The neutral conductors shall remain in continuous contact with the insulation shield after the jacket is applied.
- 3.6.4 Cable shall be supplied Kevlar rip cord for removal of jacket.

4. TESTING

4.1 Qualification Tests

Cables shall be qualified as required by section M of AEIC CS8. Water blocking compounds for use with filled strand shall be qualified by testing for compatibility with the strand shield, test for water penetration (ICEA T-31-610), and tests to verify that a Class A compression connection can be made. Requalification is required for any change in compound.

4.2 Completed Cable

4.2.1 Tests on Reels of Completed Cables

Tests on Reels of Completed Cables may be made on a master length. The maximum partial discharge shall not exceed 5 picocoulombs at 200 volts per mil of insulation. The partial discharge test shall be performed in accordance with the latest ICEA standards.

4.2.2 Filled Strand Conductor

A water penetration test shall be performed and the surface of the conductor shall be examined to ensure that is clean and free of compound for each conductor per shipping length.

4.3 Production

Tests shall be performed per Section G of AEIC CS8.

4.4 Test Reports

The supplier shall provide a certified copy of the results of all tests required by this and all referenced specifications to BEUD.

5. MARKING

5.1 Cable

- 5.1.1 The outer surface of each cable shall be permanently marked, at regular intervals, throughout its length with the following:
 - Manufacturer's identification
 - Type of insulation EPR – not manufacturer's trade name)
 - Size of conductor

- Aluminum or copper
- Rated voltage
- Year of manufacture
- Insulation thickness
- A lightning bolt symbol in accordance with NESC (Rule 350)
- Unmarked surfaces shall not exceed six inches.

5.1.2 The outer surface of each cable shall be permanently marked throughout its length with sequential footage markings printed every two feet. Deviations from actual must not exceed $\pm 5\%$. Printing shall be $\frac{1}{4}$ inch in height where cable size permits.

5.1.3 The outer surface of all jacketed URD cables shall be marked to identify them as an electric power cable. The marking shall consist of three extruded red strips 120 degrees apart. The dimensions of the stripes shall be between 0.2 and 0.4 inches wide.

5.2 Reels

5.2.1 The cable shall be packaged on non-returnable reels in lengths specified on the bid form with a tolerance of $-0\% / +5\%$.

5.2.2 Each end of the cable shall be firmly and properly secured to the reel. Care shall be taken to prevent looseness of reeled cable. The cable end attached through the interior of the reel shall be fastened in such a manner that it remains attached as the cable is dispensed from the reel and does not interfere with other reels or waste cable.

5.2.3 Reels shall be covered to provide protection of the outer layers against damage from normal handling and shipping. The covering shall be a Class 2 protection in accordance with latest revision of NEMA 26.

5.2.4 Watertight seals shall be applied to all cable ends to prevent entry of moisture during transit and outside storage.

5.2.5 Cable shall only be shipped on reels that meet the following dimensional requirements

- 500 & 750 reels shall be a maximum of 66-36-28 (Flange – Traverse – Drum) with a maximum overall reel width of 44"
- 1/0 & 4/0 reels shall be a maximum of 60-36-28 (Flange – Traverse – Drum) with a maximum overall reel width of 40"

5.2.6 Steel bushings shall be used to line the reel arbor holes if the gross weight exceeds 2500 pounds.

5.2.7 All reels shall have a durable label securely attached on the reel with the following information:

- Manufacturer's identification
- Destination
- Purchase Order Number
- Shipping length of cable
- Gross weight of reel
- Cable conductor size
- Copper or Aluminum
- Rated voltage
- Year of manufacture
- Beginning and ending cable footage markings

6. BID DATA SHEET

The supplier shall complete the required Bid Data Sheet for each size of wire quoted. For all calculations required, assume triplexed configuration for three phase cables and the following conduit configurations:

- (1) 1/0 cable in a 3" conduit
- (3) 1/0 cables triplexed in a 4" conduit
- (3) 4/0 cables triplexed in a 5" conduit
- (3) 500 MCM cables triplexed in a 6" conduit
- (3) 750 MCM cables triplexed in a 6" conduit

7. WARRANTY

The manufacturer shall warrant that the cable furnished under this specification will be free from defects in material, design, and workmanship for a minimum of 40 (forty) years after purchase. In the event of a cable failure within the 40 year period, the manufacturer will be responsible for promptly providing replacement cable for the failed section of cable, unless it can be demonstrated to the City's satisfaction that the failure was not due to a manufacturing defect or design inadequacy.

8. DELIVERY

- 8.1 All items require 48 hour delivery notice from vendor. Shipper shall give total number of units to be shipped and the weight of the heaviest unit(s).
- 8.2 Delivery will only be accepted between 9:00 A.M. and 3:00 P.M., Monday through Friday, with the exception of City Holidays. It is the manufacturer's responsibility to ensure City staff will be present for a delivery.
- 8.3 All items must be delivered via flatbed truck or trailer with open top and sides with lifting cars on units sufficiently spaced to allow sling access.
- 8.4 Units shall be protected during shipping.
- 8.5 Units not delivered in accordance with the above specifications will not be accepted by the City of Bentonville.
- 8.6 Vendor shall be solely liable for all excess costs involved in proper redelivery of said units, including, but not limited to, labor and equipment costs incurred by the City of Bentonville in accepting and off-loading said units.
- 8.7 Delivery time frame may be taken into consideration in the award of this contract.

9. EVALUATION OF BIDS

Criteria utilized by the BEUD for determining the lowest responsible proposal includes, but is not limited to, whether the proposer meets the BEUD's specifications, the proposer's experience, skill, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance. The City reserves the right to award this contract to the lowest, most responsive and responsible proposer.



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APPENDIX F

SPECIFICATIONS – 1/0, 4/0 WIRE

**1/0
4/0 WIRE
SPECIFICATION
PAGES 1-5**



CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT

**SPECIFICATION FOR
15KV UNDERGROUND PRIMARY CABLE**

1. GENERAL

- 1.1 This specification applies to material and equipment purchased by Bentonville Electric Utilities Department (BEUD). Only wire manufactured in the United States will be considered.
- 1.2 This specification covers detail for furnishing medium voltage, jacketed, shielded underground distribution power cables. The cables shall consist of one ethylene propylene rubber (EPR) insulated aluminum or copper conductor, with a helically applied copper shield over the insulation shielding, and an overall jacket of black, linear low density polyethylene. The cables shall be 15 kV rated – suitable for use on 12470GrdY/7200 Volt primary underground distribution systems.
- 1.3 The cables shall be suitable for use in single and three phase primary underground distribution systems installed in underground ducts in either wet or dry locations.
- 1.4 The cable shall be designed and constructed so that it will operate at normal operating temperatures of at least 90C maximum, emergency temperatures of at least 130C and short circuit operating temperatures of at least 250C.

2. STANDARDS

Insulated cables furnished under this specification shall meet the requirements of the latest edition of ICEA S-94-649 supplemented by AEIC CS8 and related ASTM and ICEA specifications. Where this specification differs from the requirements of the above standards, this specification shall take precedence.

3. MATERIAL

3.1 Conductor

3.1.1 Stranding

The conductor shall be Class B stranded, compressed copper or aluminum in accordance with the standards lists in section 2. Aluminum temper shall be either ¼ hard for stranded conductors or ½ hard for solid conductors.

3.1.2 Water blocking Compound

The stranded conductor shall be filled with approved water blocking sealant to impede longitudinal water penetration; however the outer surface of the conductor shall be free from the sealant compound. The sealant must be compatible with the conductor shield in accordance with the latest editions of the ICEA T-32-645. The compound shall be identified in the qualification test report and each certified test report on completed cable.

3.2 Insulation

- 3.2.1 The insulation shall be premium quality, heat, moisture, ozone and corona resistant thermosetting ethylene propylene rubber (EPR).
- 3.2.2 Compound shall be identified on Bid Data Sheet and test reports.
- 3.2.3 The insulation shall be compatible with both the conductor shield and the insulation shield.
- 3.2.4 The insulation thickness shall be 220 mil.
- 3.2.5 The insulation shall be free from voids, contaminants, gels and agglomerates in accordance with the latest edition of AEIC CS8 and ICEA S-94-649.

3.3 Conductor Shielding

- 3.3.1 The conductor shielding shall be extruded and shall consist of virgin black semi-conducting thermosetting material.
- 3.3.2 The conductor shield thickness shall be in accordance with the latest edition of ICEA S-94-649 and AEIC CS8.
- 3.3.3 The conductor shield shall be easily removed from the conductor and shall be firmly bonded to the overlying insulation.

3.4 Insulation shielding

- 3.4.1 The insulation shielding of cables shall be an extruded layer consisting of one layer of virgin black semi-conducting thermosetting material applied directly over the insulation prior to entering the curing tube.
- 3.4.2 The thickness of the extruded shield shall be in accordance with ICEA S-94-649.
- 3.4.3 The insulation shield shall be free stripping, without the application of heat, from the insulation, leaving it free of any significant residue of semiconducting material.
- 3.4.4 The tension necessary to remove the extruded insulation shield shall not exceed 18 pounds when tested in accordance with AEIC CS8 and ICEA S-94-649.
- 3.4.5 The insulation shield shall be marked per the requirements of the applicable AEIC standard.

3.5 Metallic Shield (Concentric Neutral)

- 3.5.1 The metallic shield shall consist of concentric wires that are of sufficient size to serve as a neutral conductor. They shall be applied over the semi-conducting insulation shield of the cable.
- 3.5.2 The overall concentric conductor shall be annealed, uncoated copper wires with a minimum size of #16 and shall consist of a sufficient number of wires to provide a one third or full neutral as specified on the bid form.
- 3.5.3 The wires shall be applied directly over the semi-conducting layer with a lay of between 6 and 10 times the diameter over the concentric wires. Moisture blocking agents shall be applied in the interstices of the concentric neutral wires.

3.6 Jacketing

- 3.6.1 Cables shall be supplied with an overall jacket that shall be a black, non-conducting linear low density polyethylene (LLDPE).
- 3.6.2 The jacket shall encapsulate the concentric strands and shall be a minimum thickness of 45 mils at any point along the cable, as measured from the outside of the jacket to the outside of any neutral wire.
- 3.6.3 The neutral conductors shall remain in continuous contact with the insulation shield after the jacket is applied.

4. TESTING

4.1 Qualification Tests

Cables shall be qualified as required by section M of AEIC CS8. Water blocking compounds for use with filled strand shall be qualified by testing for compatibility with the strand shield, test for water penetration (ICEA T-31-610), and tests to verify that a Class A compression connection can be made. Requalification is required for any change in compound.

4.2 Completed Cable

4.2.1 Tests on Reels of Completed Cables

Tests on Reels of Completed Cables may be made on a master length. The maximum partial discharge shall not exceed 5 picocoulombs at 200 volts per mil of insulation. The partial discharge test shall be performed in accordance with the latest ICEA standards.

4.2.2 Filled Strand Conductor

A water penetration test shall be performed and the surface of the conductor shall be examined to ensure that is clean and free of compound for each conductor per shipping length.

4.3 Production

Tests shall be performed per Section G of AEIC CS8.

4.4 Test Reports

The supplier shall provide a certified copy of the results of all tests required by this and all referenced specifications to BEUD.

5. MARKING

5.1 Cable

- 5.1.1 The outer surface of each cable shall be permanently marked, at regular intervals, throughout its length with the following:
 - Manufacturer's identification
 - Type of insulation EPR – not manufacturer's trade name)
 - Size of conductor
 - Aluminum or copper
 - Rated voltage
 - Year of manufacture

- Insulation thickness
- A lightning bolt symbol in accordance with NESC (Rule 350)
- Unmarked surfaces shall not exceed six inches.

5.1.2 The outer surface of each cable shall be permanently marked throughout its length with sequential footage markings printed every two feet. Deviations from actual must not exceed $\pm 5\%$. Printing shall be $\frac{1}{4}$ inch in height where cable size permits.

5.1.3 The outer surface of all jacketed URD cables shall be marked to identify them as an electric power cable. The marking shall consist of three extruded red strips 120 degrees apart. The dimensions of the stripes shall be between 0.2 and 0.4 inches wide.

5.2 Reels

5.2.1 The cable shall be packaged on non-returnable reels in lengths specified on the bid form with a tolerance of $-0\% / +5\%$.

5.2.2 Each end of the cable shall be firmly and properly secured to the reel. Care shall be taken to prevent looseness of reeled cable. The cable end attached through the interior of the reel shall be fastened in such a manner that it remains attached as the cable is dispensed from the reel and does not interfere with other reels or waste cable.

5.2.3 Reels shall be covered to provide protection of the outer layers against damage from normal handling and shipping. The covering shall be a Class 2 protection in accordance with latest revision of NEMA 26.

5.2.4 Watertight seals shall be applied to all cable ends to prevent entry of moisture during transit and outside storage.

5.2.5 Cable shall only be shipped on reels that meet the following dimensional requirements

- 500 & 750 reels shall be a maximum of 66-36-28 (Flange – Traverse – Drum) with a maximum overall reel width of 44"
- 1/0 & 4/0 reels shall be a maximum of 60-36-28 (Flange – Traverse – Drum) with a maximum overall reel width of 40"

5.2.6 Steel bushings shall be used to line the reel arbor holes if the gross weight exceeds 2500 pounds.

5.2.7 All reels shall have a durable label securely attached on the reel with the following information:

- Manufacturer's identification
- Destination
- Purchase Order Number
- Shipping length of cable
- Gross weight of reel
- Cable conductor size
- Copper or Aluminum
- Rated voltage
- Year of manufacture
- Beginning and ending cable footage markings

6. BID DATA SHEET

The supplier shall complete the required Bid Data Sheet for each size of wire quoted. For all calculations required, assume triplexed configuration for three phase cables and the following conduit configurations:

- (1) 1/0 cable in a 3" conduit
- (3) 1/0 cables triplexed in a 4" conduit
- (3) 4/0 cables triplexed in a 5" conduit
- (3) 500 MCM cables triplexed in a 6" conduit
- (3) 750 MCM cables triplexed in a 6" conduit

7. WARRANTY

The manufacturer shall warrant that the cable furnished under this specification will be free from defects in material, design, and workmanship for a minimum of 40 (forty) years after purchase. In the event of a cable failure within the 40 year period, the manufacturer will be responsible for promptly providing replacement cable for the failed section of cable, unless it can be demonstrated to the City's satisfaction that the failure was not due to a manufacturing defect or design inadequacy.

8. DELIVERY

- 8.1 All items require 48 hour delivery notice from vendor. Shipper shall give total number of units to be shipped and the weight of the heaviest unit(s).
- 8.2 Delivery will only be accepted between 9:00 A.M. and 3:00 P.M., Monday through Friday, with the exception of City Holidays. It is the manufacturer's responsibility to ensure City staff will be present for a delivery.
- 8.3 All items must be delivered via flatbed truck or trailer with open top and sides with lifting ears on units sufficiently spaced to allow sling access.
- 8.4 Units shall be protected during shipping.
- 8.5 Units not delivered in accordance with the above specifications will not be accepted by the City of Bentonville.
- 8.6 Vendor shall be solely liable for all excess costs involved in proper redelivery of said units, including, but not limited to, labor and equipment costs incurred by the City of Bentonville in accepting and off-loading said units.
- 8.7 Delivery time frame may be taken into consideration in the award of this contract.

9. EVALUATION OF BIDS

Criteria utilized by the BEUD for determining the lowest responsible proposal includes, but is not limited to, whether the proposer meets the BEUD's specifications, the proposer's experience, skill, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance. The City reserves the right to award this contract to the lowest, most responsive and responsible proposer.



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APPENDIX G

VENDOR/CONTRACTOR DISCLOSURE REQUIRED RESPONSE DOCUMENT



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Techline, Inc

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

Immediate Relation includes:

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

OR



Check this box if you there are no applicable relationships to disclose.

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 within 30 days of change of circumstance.**

TM Initials



CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATES: JANUARY 9, 2022

NOTICE TO BIDDERS

ELECTRIC MATERIAL

Invitation For Bid (IFB)-22-07

The City of Bentonville is accepting formal sealed bids for the one-time purchase and delivery of various Electric Material Items, as specified.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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 \$500.00 (five-hundred dollars), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract if selected for award. 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 honor the submitted bid and execute the Contract (when applicable). 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 Bid Bond shall be in accordance with the requirements contained in the Bidding Documents for this Bid.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department 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. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Public Bid Opening for IFB-22-07 held at 2:30pm on Tuesday, January 25, 2022; 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 Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected. 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 Department located at the address above. 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.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is January 19, 2022, at 4:00pm.
DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

WWW.BENTONVILLEAR.COM



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INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-07	Date of Issuance:	January 9, 2022
Description:	Electric Material (One-Time Purchase and Delivery)		
Requesting Department:	City of Bentonville Inventory Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	\$500.00 BID BOND REQUIRED (SEE BOND SECTION OF THIS IFB DOCUMENT)		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	JANUARY 25, 2022 at 2:30 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th 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:	JANUARY 19, 2022 - 4:00 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



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EXECUTION OF BID PAGE (REQUIRED)

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

Unsigned Bids will be rejected - no exceptions.

Name of Firm: Arkansas Electric Coop. Inc. Phone Number: 501-570-2322

Business Address (Full Street/City/State/Zip): 1 Cooperative Way, Little Rock, AR 72209

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

Name of Contact Person: Matt Whitley Email: Matt.Whitley@aeci.com

Signature of Authorized Person:  Date: 1/24/2022

Printed or Typed Name: Jonathan Oliver Title: VP - CSSD

Arkansas Contractors License Number: _____ (Not required unless specified in this document)

Sales or Use Tax ID Number: 71-0219756

Bid Bond Included: ☒ Yes ☐ No (only required if specified in this IFB Document)

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SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the one-time purchase and delivery of various Electric Material Items, as specified.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

****Special Note:** This is not an annual blanket bid; this is for a one-time order of the materials and quantities specified**

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Appendix A , completed
- Appendix B , completed
- Appendix C, completed
- Appendix D, completed
- Appendix G, completed
- \$500.00 Bid Bond, as required in this IFB document

3. APPENDIXES

- APPENDIX A: BID FORM (REQUIRED RESPONSE DOCUMENT)
- APPENDIX B: BID DATA SHEET – ITEM#108/COB#2147 (REQUIRED RESPONSE DOCUMENT)
- APPENDIX C: BID DATA SHEET – ITEM#109/COB#2146 (REQUIRED RESPONSE DOCUMENT)
- APPENDIX D: BID DATA SHEET – ITEM#110/COB#2192 (REQUIRED RESPONSE DOCUMENT)
- APPENDIX E: SPECIFICATIONS- 750 WIRE
- APPENDIX F: SPECIFICATIONS- 1/0, 4/0 WIRE
- APPENDIX :VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)

4. REQUIRED RESPONSE DOCUMENTS: Appendix B, C, D

Bidders are only required to complete Appendixes B, C and D if they are submitting a Bid on those item(s).
"No Bid" is an acceptable entry.

5. TERM/AWARD

The awarded Bidder(s) will be issued a single Purchase Order for the materials awarded for one-time purchase and delivery.

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

☒ **Bid Bond Required** ☐ **Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **\$500.00 (five hundred dollars)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 1 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

B. 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.

5. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendices. Deviations from Specifications must be noted in the Bid Submission.



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3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

4. 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 or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups. The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

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6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department 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 via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be 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 (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the 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 equivalent (or alternate)/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 (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.



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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS CONTINUED

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have "NO SUB" included. When the City specifies "NO SUB", no substitute or alternate item will be accepted.

8. 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.

9. PAST PERFORMANCE/REFERENCES

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 or delivery of items 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.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. §25-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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11. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

12. INVOICING

The awarded Bidder shall provide invoices for the City's review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts, etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

☒ **Invoice upon delivery (Payment within 14 days)**

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

13. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

☐ **NET 30 Days from Invoice Submission** ☐ **NET 60 Days from Invoice Submission** ☐ **Other (Specify Below)**



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SECTION 3: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and 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.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the 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 Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by 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 and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. 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. All signatures must be 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; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **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 without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. 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, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
- (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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, Notice of Award, Contract or other contractual or otherwise binding document.

Bidder's accept all terms and conditions herein upon submission of their signed Bid.

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.

UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.



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8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a Bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the Bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the Bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible Bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, past performance, 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 for any reason.

The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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 herein.

Conditional Bids are not acceptable and 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 responsive 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 the written approval of the Purchasing Manager and Finance Director.

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 (OR EQUIVALENT, OR ALTERNATE) 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. The decision to accept a proposed item is solely the City's.



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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 the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, 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 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. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder'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 complete the Delivery Section of this IFB. 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 in this IFB.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. 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, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.



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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 bids.

The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.

It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.

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, but are not limited to:
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.



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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 and without penalty to 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 and shall adhere to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the 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.
31. **PERFORMANCE & PAYMENT 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 for the full 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 payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. 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; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
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 IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (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



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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, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
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 Department by emailing purchasing@bentonvillear.com or calling (479) 271-3115.



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APPENDIX A

BID FORM

REQUIRED RESPONSE DOCUMENT



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APPENDIX A: BID FORM

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

Bid prices shall include all costs, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

BID PRICES SHALL NOT INCLUDE SALES TAX.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

 x **Per Line Item:** The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered.

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	UNIT COST	EQUIVALENT PART NUMBER (IF APPLICABLE)
1	100	EA	1023	ARM 3-5/8" X 4-5/8" X 8' -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	72.00	
2	100	EA	1022	ARM 3-5/8" X 4-5/8" X 10' -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	101.00	
3	100	EA	1028	ARM DEAD END FIBERGLASS 4 X 6 8' MACLEAN # PY08SD004-2E OR PUPIT #DA4000096E2B7X2	402.50	
4	100	EA	1027	ARM DEAD END FIBERGLASS 4 X 6 X 10' PUPIT #DA4000-120-E-4-B9X-2	504.00	
5	100	EA	1029	ARM FIBERGLASS 8' PUPIT-FEATHERLITE #DA3000-96E3-B72	370.00	
6	200	EA	1035	ARM GALV. 6' #AMI-104 6'X1-1/4" CANTILEVER BRACKET	56.00	
7	100	EA	2278	ARM ALUMINUM CANTILEVER 8' STREETLIGHT ARM AMI-107A 2" X 8'	120.00	
8	40	EA	1464	ENCLOSURE 1-PH 15KV 14GA STEEL DURHAM #AMSPRI2124-D W/GRND NUTS	805.00	
9	40	EA	1465	ENCLOSURE 3-PH 15KV 14GA STEEL DURHAM #AMSPR32127-D	1250.00	
10	50	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75-36-3PH	790.00	

11	50	EA	1470	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LID FC-37-73- 2-3PH-1	640.00	
12	40	EA	1471	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LID FC-37-73- 2-3PH-2	640.00	
13	40	EA	1472	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37-32-1PH	645.00	
14	40	EA	1474	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD LID 1PH FC-22-36-2-1PH-1	575.00	
15	300	EA	1466	ENCLOSURE BENTONVILLE GRAPHICS, DARK GREEN ELECTRICAL PEDESTAL, 2" PENTA CUP ASSEMBLY, 2 DOORS 1)BACK/LOW/RT 1)BACK/LOW/LEFT, 3-6350 CONNECTORS & PLASTIC COVERS, W/GROUNDWIRE #API- 10X14WB7-DCG	NR	
16	300	EA	1011	ANCHOR, PISA ROD 3/4"X7' WITH TWIN EYE NUT CHANGE #E102-0044	42.00	Quoting Maclean Part # 0750.
17	100	EA	1016	ANCHOR ROD 1" X 9' TWIN-EYE CHANGE #5369	153.00	
18	400	EA	2074	TRANSFORMER PAD WAGNER #F4242- 32CL1328T	130.00	
19	50	EA	2075	TRANSFORMER PAD DIVERSITECH #F4848- 4C5L-1228T	280.00	
20	50	EA	1508	FIXTURE 100W HPS AMERICAN CONTEMPO A.E. #245-10S-RN-120-R5-AY OR G.E. #P17M10S1N2AMS5GR	390.00	
21	480	EA	1119	BULB 100LM/W MOGUL HOWARD LEDMR- 4050-MV	89.95	HOWARD ONLY

22	12	EA	1123	BULB 1500W MH MH1500BU/M48	NQ	
23	2,000	EA	1704	PHOTO CELL SUNTECH P124 105-305 BLUE IN COLOR	7.92	
24	500	EA	1370	CONDUIT STANDOFF BRKT. 12" - 9" DEPTH ALUMAFORM #9-CSO-12-4WT	30.15	
25	100	EA	1632	INSULATOR STRAIN 3' GCC15-36-R	26.00	
26	100	EA	1633	INSULATOR STRAIN 10' GCC15-120-R	42.00	
27	500	EA	2317	INSULATOR STRAIN 3' HUBBELL #GS30036CC1	63.00	NO SUB
28	500	EA	2318	INSULATOR STRAIN 10' HUBBELL #GS30120CC1	96.00	NO SUB
29	800	EA	1625	INSULATOR MEDIUM SPOOL V2012/GAMMA #PT8065G OR EQUAL TO	1.40	
30	600	EA	1626	INSULATOR PIN C-NECK 6814R-70 OR GAMMA #PT8176GR OR EQUAL TO	3.40	
31	2,000	EA	1627	INSULATOR PIN F-NECK 6183R-70 OR GAMMA #PT8196GR OR EQUAL TO	4.88	
32	800	EA	1634	INSULATOR SUSPEN. DEADEND OHIO BRASS #401015-0215	17.10	
33	10	EA	1628	INSULATOR PIN MOLDED 35KV HENDRIX HPT-3501	25.60	

34	20	EA	1616	HOT LINE CLAMP 477 ACSR COP-ALUM. C# S1545AGP	58.00	
35	1,000	EA	1617	HOT LINE CLAMP COP-ALUM. HUBBELL S1530AC	19.00	
36	1,000	EA	1437	DEAD END SHOE 3/0-477 ACSR SPRING LOADED SIDE OPENING MACLEAN #HDSO-88 OR HUBBELL #ADEZ88N	28.00	
37	1,000	EA	1434	DEAD END SHOE 6-2/0 SPRING LOADED MACLEAN #ASOD398-1IN	11.50	
38	300	EA	1710	PIN POLE TOP 18" NYLON ALLOY THREADS J1368Z	14.60	
39	500	EA	1711	PIN SADDLE CHANCE 14322 OR MACLEAN J3322Z	36.00	
40	100	EA	1712	PIN STAND OFF 18" 2-BRACKET G1MDA118AT	54.00	
41	100	EA	1713	PIN STAND OFF 18" MACLEAN #G1HDA318DV1	72.00	
42	1,000	EA	1709	STEEL PIN WITH NYLON ALLOY THREADS J203Z	6.90	
43	200	EA	1714	STEEL PIN ADAPTER (TRANS. LEAD ADAPTER PIN) J2840 or HUBBELL DP1A1	10.95	
44	400	EA	1884	STIRRUP 4-4/0 ACSR SINGLE ANDERSON #AHL S-024019-E	27.00	
45	400	EA	1885	STIRRUP 477 ACSR MCM ANDERSON #AHL S954922E	65.00	AHLS954022E

46	200	EA	1592	GUY ATTACH FOR STRAIN INSULATOR MACLEAN #UGA664	12.37	
47	200	EA	1591	GUY ATTACH - SINGLE BOLT FOR SINGLE PHASE, MACLEAN #PE-7X2	16.00	
48	600	EA	1788	SINGLE POINT RACK J1300 OR HUBBELL #0327	11.35	
49	800	EA	1636	KADDAS KE-1068GR FUSE CUTOUT COVER	20.56	
50	300	EA	1637	KADDAS KE-1077A TRANSFORMER BUSHING CAP	16.00	
51	100	EA	1638	KADDAS KE-1117 FLIPPER TRANSFORMER BUSHING COVER	20.20	
52	400	EA	1004	AB CAP TRANSFORMER ARRESTOR BUSHING COVER #AB CAP	5.47	
53	800	EA	2071	TRANS. SEC. LEAD BRACKET CHANCE #91135 1/2"X5"	32.50	
54	50	EA	1894	SUPPORT BRACKET CABLE POSITIONER HUBBELL CCS820 FOR 0.75-3" CABLE	49.00	
55	50	EA	1896	SUPPORT BRACKET PB-4 TB-1 J24673	28.75	
56	200	EA	1893	SUPPORT BRACKET 3M #MB-3	17.90	
57	600	EA	1018	ANCHOR SCREW IN 14" TOUGHONE CHANCE #C102-5203	205.00	

58	100	EA	1010	ANCHOR EXPANDING LARGE 30,000# J0283-1 1283-1	142.00	
59	2,000	EA	1587	GROUND ROD 5/8" X 8' COPPER J8338	17.20	615883 - Enico
60	2,000	EA	1588	GROUND ROD CLAMP CU 5/8"	1.55	65 - Blackburn
61	1,000	EA	1594	GUY GRIP PREF. 3/8" GDE-1107 P.L.P.	3.55	
62	1,000	EA	2315	GUY GRIP 1/2" EHS BIG GRIP DEADEND PLP#8G-2115	13.98	
63	20,000	FT	2197	GUY WIRE 3/8" EXTRA HIGH STRENGTH EHS-7	NR	
64	20,000	FT	2316	GUY WIRE, 1/2" EHS-7-STRANDED RATED STRENGTH 26,900 LBS.	NR	
65	400	EA	1412	CONNECTOR WCY61PB 477-477 WIRE	32.00	
66	100	EA	1413	CONNECTOR WCY62PB 477-336 WIRE	23.50	
67	50	EA	1416	CONNECTOR WCY76PB 750-477 WIRE	49.75	
68	50	EA	1411	CONNECTOR WCY56-PB WEJTAP FOR 336 ACSR 18/1	21.00	
69	50	EA	1414	CONNECTOR WCY63-PB WEJTAP FOR 477 ACSR 18/1 4/0 ACSR 6/1	21.00	

70	50	EA	1415	CONNECTOR WCY66-PB WEJTAP FOR 477 ACSR 18/1 1/0 ACSR 18/1	31.00	
71	600	EA	2072	TRANSFORMER TANK GROUND CONNECTOR GTCL-23A	4.20	
72	600	EA	1042	ARRESTOR LIGHTNING SURGE 10KV COOPER #UNS10050A1A1B1A	38.00	
73	100	EA	1137	BUSHING INSERT 200 AMP LOADBREAK ELASTIMOLD #1601A4	NQ	
74	900	EA	1154	CAP PROTECTIVE INSULATED WITH GROUND ELASTIMOLD #167-DRG	NQ	
75	400	EA	1453	ELBOW ARRESTOR ELASTIMOLD #167ESA- 10	NQ	
76	1,000	EA	1449	ELBOW 1/0 15KV (.665-.905) 220 MIL W/T POINT ELASTIMOLD #162LRJS-B- 5240	NQ	
77	50	EA	1452	ELBOW 4/0 15KV (.830-1.060) 220 MIL ELASTIMOLD #162LR-CC-5270-S	NQ	
78	200	EA	1656	LOADBREAK JUNCTION 4-POINT WITH U- STRAPS ELASTIMOLD #164J4-5	NQ	
79	50	EA	1653	LOADBREAK ELBOW TAP PLUG 15KV ELASTIMOLD #650ETP	NQ	
80	700	EA	1716	PLUG STAND OFF ELASTIMOLD #161SOP	NQ	
81	300	EA	1972	TERMINATOR KIT 1/0 & 4/0 (.064-1.08 INS OD) 3M #7652-S-4-1/0 INCLUDES 1/0 STEM	125.00	

82	50	EA	1973	TERMINATOR KIT 500 & 750 (1.05-1.80 INC OD) 3M #7655-S-4-40172 INCLUDES 750 LUG 40172	268.00	
83	50	EA	1974	TERMINATOR STEM FOR 4/0 3M #SC0040	37.00	
84	1,000	EA	1889	STUD-MOUNTED TRANS CONNECTOR CMC/BMC #N55C350-6I 5/8-11 6-POSITION	30.10	PTF6350C5up
85	100	EA	2091	UTLICO SEC. STUDMNT. CONN. 6-POSITION #10-500 MCM #PTF6-500-CUP	36.50	PTF6500C5up
86	12	EA	1454	DEADFRONT ELBOW 4/0 TR/XLP 15KV ELASTIMOLD #K655LRH-0270	NQ	
87	12	EA	1455	DEADFRONT ELBOW 500 TR/XLP 15KV ELASTIMOLD #K655LRK-0330	NQ	
88	12	EA	1456	DEADFRONT ELBOW 750 TR/XLP 15KV ELASTIMOLD #K655LRM-0380	NQ	
89	600	EA	1567	FUSETRON FUSE HOLDER SHAWMUT FEB-21-21	NQ	
90	500	EA	1519	FUSE 600V MIDGET 20 AMP ATM-20	NQ	
91	500	EA	1524	FUSE CUTOUT 100 AMP POLYMER - MPS #SC15-H-6-1-10-B-D90	184.00	
92	24	EA	1905	FUSE UNIT END FITTING SML-20 (PFC) S&C #3097	NQ	
93	50	EA	1520	FUSE BARRELL/DOOR 100 AMP S&C #89521R10-BD	NQ	

94	24	EA	1552	FUSE SMU-20 100K AMP 15KV S&C 702100	NQ	
95	24	EA	1553	FUSE SMU-20 125E AMP 15KV S&C 612125	NQ	
96	24	EA	1554	FUSE SMU-20 140K AMP 15KV S&C 702140	NQ	
97	24	EA	1555	FUSE SMU-20 150E AMP 15KV S&C 712150	NQ	
98	24	EA	1556	FUSE SMU-20 175E AMP 15KV S&C 712175	NQ	
99	200	EA	1497	FAULT INDICATOR OVERHEAD NAVIGATOR LM #41-2001-301	365.00	
100	500	EA	1499	FAULT INDICATOR UNDERGROUND LOAD LM #29-6114-OF8	270.00	
101	50	EA	1498	FAULT INDICATOR UNDERGROUND 500 & 750 WIRE LM #29-6115-OF8	286.00	
102	200	EA	1488	EQUIPMENT MOUNT FIBERGLASS FUSE CUTOUT MACLEAN #G3MA024818DDB	214.00	
103	200	EA	1118	EQUIPMENT MOUNT FIBERGLASS T- BRACKET MACLEAN #G1MA0118DDB	62.00	
104	60	EA	1629	INSULATOR POLYMER DEAD END "35KV, 25" HUBBELL #401035-0215	37.00	
105	24	EA	1744	POLE QUIT-SET 5/GALLON BUCKETS RAINBOW #40590	52.00	

106	60	EA	1743	POLE POLY SET PS240W	NQ	
107	60	EA	2203	WIRE SLICK PRELUBE 2000 POLYWATER #PJ-128 1 GALLON	28.00	
108	150,000	FT	2147	WIRE 1/0 15KV 220MIL	NQ	SEE SPEC ATTACHED AND PLEASE FILL OUT BID DATA SHEET ATTACHED
109	150,000	FT	2146	STRANDED, CIC, 1-1/2" RED CONDUIT - REEL SIZE MUST BE: 46" WIDE X 72" HIGH, INSIDE DRUM 3' (2500' PER REEL)	NQ	PLEASE FILL OUT BID DATA SHEET ATTACHED
110	18,000	FT	2192	WIRE 750 MCM 15KV 220 MIL	NQ	SEE SPEC ATTACHED AND PLEASE FILL OUT BID DATA SHEET ATTACHED
111	20	EA	1024	ARM ALUM. 18' SALCO #WPT-2-18-A WITH GROUNDING POINT	585.00	Must order 20.
112	12	EA	2049	TRANS CURRENT 100:5A BUSH MOUNT ASTRA #600	335.00	
113	48	EA	2053	TRANS CURRENT 200:5A BUSH MOUNT ASTRA #601NE	240.00	
114	12	EA	2056	TRANS CURRENT 300:5A BUSH MOUNT ASTRA #602N	198.00	
115	9	EA	2059	TRANS CURRENT 400:5A BUSH MOUNT ASTRA #603N	176.00	
116	12	EA	2061	TRANS CURRENT 600:5A BUSH MOUNT ASTRA #605	176.00	
117	6	EA	2062	TRANS CURRENT 800:5A BUSH MOUNT ASTRA #606	155.00	

118	6	EA	2052	TRANS CURRENT 1500:5A BUSH MOUNT ASTRA #609	191.00	
119	12	EA	2048	TRANS CURRENT 100:5 124K BAR TYPE CT, CT CURRENT RATING 100, CT RATING FACTOR @ 55C 4, OVERALL CT RATING (WITH RF) 400	255.00	
120	45	EA	2053	TRANS CURRENT 200:5 105K BAR TYPE CT, CT CURRENT RATING 200, CT RATING FACTOR @ 55C 4, OVERALL CT RATING (WITH RF) 800	252.00	
121	12	EA	2058	TRANS CURRENT 400:5 107K BAR TYPE CT RATING FACTOR OF 4	277.00	
122	24	EA	2095	VT PACK 3-PH. RATIO 2.5:1 - 6003012 PRIMARY VOLTAGE 255-330 WITH 6' HARNESS WH-CTYBEN-6	NQ	
123	1,000	EA	2073	TRANS TANK GROUND CONNECT ERICO #CC-207 6-1/0 (50/PKG)	7.27	6C207
124	12	EA	1219	CAPACITOR 200KVAR, 95KV, 2 BUSHING COOPER #CEP140A6 (MUST BE GROUNDED IN TRANSIT)	620.00	
125	6	EA	1223	CAPACITOR JUNCTION BOX 6"X6" MOLDED WITH (3) CONDUCTOR #16 CABLES WITH 5 PIN PLUGS HUBBELL #33124811	705.00	
126	3	EA	1220	CAPACITOR ALUMINIUM RACK FOR 6 UNITS ALUMAFORM #CR-6/51512	520.00	
127	6	EA	1226	CAPACITOR VACUUM SWITCH VS15-95 15KV 200A 120V HUBBELL #33184401	1640.00	

128	20	EA	1032	ARM FIBERGLASS 10' TANGENT MACLEAN MPS PW10ST005	245.00	
129	20	EA	1033	ARM FIBERGLASS 8' TANGENT MACLEAN MPS PW08ST004	192.00	
130	20	EA	1034	ARM FIBERGLASS 12' TANGENT MACLEAN MPS PW12ST349	470.00	
131	1,000	EA	2276	FIXTURE COBRAHEAD LED (250W EQUIVALENT), AUTOBAHN, 30 LED CHIPS, 1500m A DRIVER, MULTI-VOLT 1200277V, ROADWAY TYPE 3, 4000K, 7 PIN PHOTOCONTROL RECEPTACLE, SOLID STATE LONG LIFE PHOTOCONTROL, BLACK A.E.L. PART NUMBER: ATBO-30LEDE15- MVOLT-R3-BK-NL-P7-PCLL	356.00	
132	6	EA	1922	SWITCHGEAR AIS-9 3PH DEAD FRONT CHANCE #A090A20U	23,147.00	NO SUB
133	6	EA	1919	SWITCHGEAR AIS-10 3PH DEAD FRONT CHANCE #A100A00U	27,364.00	NO SUB
134	6	EA	1920	SWITCHGEAR AIS-11 3PH DEAD FRONT CHANCE #A110A20U	25,101.00	NO SUB
135	6	EA	1921	SWITCHGEAR AIS-12 3PH DEAD FRONT CHANCE #A120A20U	33,732.00	NO SUB



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APPENDIX B

BID DATA SHEET – ITEM#108/COB#2147

REQUIRED RESPONSE DOCUMENT

ITEM #108
COB#2147



**BID DATA SHEET
UNDERGROUND PRIMARY CABLE
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT**

Bid Number	
Date	
Distributor	
Manufacturer	
Manufacturing Plant Location	
Wire Size	
Outside Diameter - Over Insulation	Inches
Outside Diameter - Complete Cable	Inches
Weight of completed cable	Lbs / 1000 Ft.
EPR Compound	
Series Resistance of Cable per Phase @ 75 C	Ohms / 1000 Ft.
Series Reactance of Cable per Phase @ 75 C, 60 HZ	Ohms / 1000 Ft.
Recommended pulling tension	Lbs
Minimum Bending Radius	Inches
3 PH Cable Ampacity	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps
1 PH Cable Ampacity (1/0 Only)	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps

** For cable ampacity calculations, assume conductor temperature of 90 C, ambient earth temperature 20 C, soil thermal resistivity RHO-90. For three phase applications, assume a triplexed arrangement. Assume conduit sizes as listed in section 6 of the specifications.

BEUD's system voltage is 12,470 / 7,200 volts

A separate Bid Data Sheet must be completed for each wire size quoted.

This form must be completely filled in and included with all bid submittals at the time bids are due. Bid Submittals without the Bid Data Sheet will be deemed "non-responsive" and will not be evaluated for award. Only BEUD's Bid Data Sheets will be acceptable.



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APPENDIX C

BID DATA SHEET – ITEM#109/COB#2146

REQUIRED RESPONSE DOCUMENT

ITEM #109
COB#2146



**BID DATA SHEET
UNDERGROUND PRIMARY CABLE
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT**

Bid Number	
Date	
Distributor	
Manufacturer	
Manufacturing Plant Location	
Wire Size	
Outside Diameter - Over Insulation	Inches
Outside Diameter - Complete Cable	Inches
Weight of completed cable	lbs / 1000 Ft.
EPR Compound	
Series Resistance of Cable per Phase @ 75 C	Ohms / 1000 Ft.
Series Reactance of Cable per Phase @ 75 C, 60 HZ	Ohms / 1000 Ft.
Recommended pulling tension	Lbs
Minimum Bending Radius	Inches
3 PH Cable Ampacity	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps
1 PH Cable Ampacity (1/0 Only)	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps

** For cable ampacity calculations, assume conductor temperature of 90 C, ambient earth temperature 20 C, soil thermal resistivity RHO-90. For three phase applications, assume a triplexed arrangement. Assume conduit sizes as listed in section 6 of the specifications.

BEUD's system voltage is 12,470 / 7,200 volts

A separate Bid Data Sheet must be completed for each wire size quoted.

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APPENDIX D

BID DATA SHEET – ITEM#110/COB#2192

REQUIRED RESPONSE DOCUMENT

ITEM #110
COB#2192



**BID DATA SHEET
UNDERGROUND PRIMARY CABLE
BENTONVILLE ELECTRIC UTILITIES DEPARTMENT**

Bid Number	
Date	
Distributor	
Manufacturer	
Manufacturing Plant Location	
Wire Size	
Outside Diameter - Over Insulation	Inches
Outside Diameter - Complete Cable	Inches
Weight of completed cable	lbs / 1000 Ft.
EPR Compound	
Series Resistance of Cable per Phase @ 75 C	Ohms / 1000 Ft.
Series Reactance of Cable per Phase @ 75 C, 60 HZ	Ohms / 1000 Ft.
Recommended pulling tension	Lbs
Minimum Bending Radius	Inches
3 PH Cable Ampacity	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps
1 PH Cable Ampacity (1/0 Only)	
@ 50% Load Factor	Amps
@75% Load Factor	Amps
@100% Load Factor	Amps

** For cable ampacity calculations, assume conductor temperature of 90 C, ambient earth temperature 20 C, soil thermal resistivity RHO-90. For three phase applications, assume a triplexed arrangement. Assume conduit sizes as listed in section 6 of the specifications.

BEUD's system voltage is 12,470 / 7,200 volts

A separate Bid Data Sheet must be completed for each wire size quoted.

This form must be completely filled in and included with all bid submittals at the time bids are due. Bid Submittals without the Bid Data Sheet will be deemed "non-responsive" and will not be evaluated for award. Only BEUD's Bid Data Sheets will be acceptable.



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APPENDIX E

SPECIFICATIONS – 750 WIRE

3.2 Insulation

- 3.2.1 The insulation shall be premium quality, heat, moisture, ozone and corona resistant thermosetting ethylene propylene rubber (EPR).
- 3.2.2 Compound shall be identified on Bid Data Sheet and test reports.
- 3.2.3 The insulation shall be compatible with both the conductor shield and the insulation shield.
- 3.2.4 The insulation thickness shall be 220 mil.
- 3.2.5 The insulation shall be free from voids, contaminants, gels and agglomerates in accordance with the latest edition of AEIC CS8 and ICEA S-94-649.

3.3 Conductor Shielding

- 3.3.1 The conductor shielding shall be extruded and shall consist of virgin black semi-conducting thermosetting material.
- 3.3.2 The conductor shield thickness shall be in accordance with the latest edition of ICEA S-94-649 and AEIC CS8.
- 3.3.3 The conductor shield shall be easily removed from the conductor and shall be firmly bonded to the overlying insulation.

3.4 Insulation shielding

- 3.4.1 The insulation shielding of cables shall be an extruded layer consisting of one layer of virgin black semi-conducting thermosetting material applied directly over the insulation prior to entering the curing tube.
- 3.4.2 The thickness of the extruded shield shall be in accordance with ICEA S-94-649.
- 3.4.3 The insulation shield shall be free stripping, without the application of heat, from the insulation, leaving it free of any significant residue of semiconducting material.
- 3.4.4 The tension necessary to remove the extruded insulation shield shall not exceed 18 pounds when tested in accordance with AEIC CS8 and ICEA S-94-649.
- 3.4.5 The insulation shield shall be marked per the requirements of the applicable AEIC standard.

3.5 Metallic Shield (Concentric Neutral)

- 3.5.1 The metallic shield shall consist of concentric wires that are of sufficient size to serve as a neutral conductor. They shall be applied over the semi-conducting insulation shield of the cable.
- 3.5.2 The overall concentric conductor shall be annealed, uncoated copper wires with a minimum size of #16 and shall consist of a sufficient number of wires to provide a one third or full neutral as specified on the bid form.
- 3.5.3 The wires shall be applied directly over the semi-conducting layer with a lay of between 6 and 10 times the diameter over the concentric wires. Moisture blocking agents shall be applied in the interstices of the concentric neutral wires.

3.6 Jacketing

- 3.6.1 Cables shall be supplied with an overall jacket that shall be a black, non-conducting linear low density polyethylene (LLDPE).
- 3.6.2 The jacket shall encapsulate the concentric strands and shall be a minimum thickness of 45 mils at any point along the cable, as measured from the outside of the jacket to the outside of any neutral wire.
- 3.6.3 The neutral conductors shall remain in continuous contact with the insulation shield after the jacket is applied.
- 3.6.4 Cable shall be supplied Kevlar rip cord for removal of jacket.

4. TESTING

4.1 Qualification Tests

Cables shall be qualified as required by section M of AEIC CS8. Water blocking compounds for use with filled strand shall be qualified by testing for compatibility with the strand shield, test for water penetration (ICEA T-31-610), and tests to verify that a Class A compression connection can be made. Requalification is required for any change in compound.

4.2 Completed Cable

4.2.1 Tests on Reels of Completed Cables

Tests on Reels of Completed Cables may be made on a master length. The maximum partial discharge shall not exceed 5 picocoulombs at 200 volts per mil of insulation. The partial discharge test shall be performed in accordance with the latest ICEA standards.

4.2.2 Filled Strand Conductor

A water penetration test shall be performed and the surface of the conductor shall be examined to ensure that is clean and free of compound for each conductor per shipping length.

4.3 Production

Tests shall be performed per Section G of AEIC CS8.

4.4 Test Reports

The supplier shall provide a certified copy of the results of all tests required by this and all referenced specifications to BEUD.

5. MARKING

5.1 Cable

- 5.1.1 The outer surface of each cable shall be permanently marked, at regular intervals, throughout its length with the following:
 - Manufacturer's identification
 - Type of insulation EPR – not manufacturer's trade name)
 - Size of conductor

- Aluminum or copper
- Rated voltage
- Year of manufacture
- Insulation thickness
- A lightning bolt symbol in accordance with NESC (Rule 350)
- Unmarked surfaces shall not exceed six inches.

5.1.2 The outer surface of each cable shall be permanently marked throughout its length with sequential footage markings printed every two feet. Deviations from actual must not exceed + - 5%. Printing shall be ¼ inch in height where cable size permits.

5.1.3 The outer surface of all jacketed URD cables shall be marked to identify them as an electric power cable. The marking shall consist of three extruded red strips 120 degrees apart. The dimensions of the stripes shall be between 0.2 and 0.4 inches wide.

5.2 Reels

5.2.1 The cable shall be packaged on non-returnable reels in lengths specified on the bid form with a tolerance of -0% / +5%.

5.2.2 Each end of the cable shall be firmly and properly secured to the reel. Care shall be taken to prevent looseness of reeled cable. The cable end attached through the interior of the reel shall be fastened in such a manner that it remains attached as the cable is dispensed from the reel and does not interfere with other reels or waste cable.

5.2.3 Reels shall be covered to provide protection of the outer layers against damage from normal handling and shipping. The covering shall be a Class 2 protection in accordance with latest revision of NEMA 26.

5.2.4 Watertight seals shall be applied to all cable ends to prevent entry of moisture during transit and outside storage.

5.2.5 Cable shall only be shipped on reels that meet the following dimensional requirements

- 500 & 750 reels shall be a maximum of 66-36-28 (Flange – Traverse – Drum) with a maximum overall reel width of 44"
- 1/0 & 4/0 reels shall be a maximum of 60-36-28 (Flange – Traverse – Drum) with a maximum overall reel width of 40"

5.2.6 Steel bushings shall be used to line the reel arbor holes if the gross weight exceeds 2500 pounds.

5.2.7 All reels shall have a durable label securely attached on the reel with the following information:

- Manufacturer's identification
- Destination
- Purchase Order Number
- Shipping length of cable
- Gross weight of reel
- Cable conductor size
- Copper or Aluminum
- Rated voltage
- Year of manufacture
- Beginning and ending cable footage markings

6. BID DATA SHEET

The supplier shall complete the required Bid Data Sheet for each size of wire quoted. For all calculations required, assume triplexed configuration for three phase cables and the following conduit configurations:

- (1) 1/0 cable in a 3" conduit
- (3) 1/0 cables triplexed in a 4" conduit
- (3) 4/0 cables triplexed in a 5" conduit
- (3) 500 MCM cables triplexed in a 6" conduit
- (3) 750 MCM cables triplexed in a 6" conduit

7. WARRANTY

The manufacturer shall warrant that the cable furnished under this specification will be free from defects in material, design, and workmanship for a minimum of 40 (forty) years after purchase. In the event of a cable failure within the 40 year period, the manufacturer will be responsible for promptly providing replacement cable for the failed section of cable, unless it can be demonstrated to the City's satisfaction that the failure was not due to a manufacturing defect or design inadequacy.

8. DELIVERY

- 8.1 All items require 48 hour delivery notice from vendor. Shipper shall give total number of units to be shipped and the weight of the heaviest unit(s).
- 8.2 Delivery will only be accepted between 9:00 A.M. and 3:00 P.M., Monday through Friday, with the exception of City Holidays. It is the manufacturer's responsibility to ensure City staff will be present for a delivery.
- 8.3 All items must be delivered via flatbed truck or trailer with open top and sides with lifting ears on units sufficiently spaced to allow sling access.
- 8.4 Units shall be protected during shipping.
- 8.5 Units not delivered in accordance with the above specifications will not be accepted by the City of Bentonville.
- 8.6 Vendor shall be solely liable for all excess costs involved in proper redelivery of said units, including, but not limited to, labor and equipment costs incurred by the City of Bentonville in accepting and off-loading said units.
- 8.7 Delivery time frame may be taken into consideration in the award of this contract.

9. EVALUATION OF BIDS

Criteria utilized by the BEUD for determining the lowest responsible proposal includes, but is not limited to, whether the proposer meets the BEUD's specifications, the proposer's experience, skill, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance. The City reserves the right to award this contract to the lowest, most responsive and responsible proposer.



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APPENDIX F

SPECIFICATIONS – 1/0, 4/0 WIRE

**1/0
4/0 WIRE
SPECIFICATION
PAGES 1-5**



CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT

**SPECIFICATION FOR
15KV UNDERGROUND PRIMARY CABLE**

1. GENERAL

- 1.1 This specification applies to material and equipment purchased by Bentonville Electric Utilities Department (BEUD). Only wire manufactured in the United States will be considered.
- 1.2 This specification covers detail for furnishing medium voltage, jacketed, shielded underground distribution power cables. The cables shall consist of one ethylene propylene rubber (EPR) insulated aluminum or copper conductor, with a helically applied copper shield over the insulation shielding, and an overall jacket of black, linear low density polyethylene. The cables shall be 15 kV rated – suitable for use on 12470GrdY/7200 Volt primary underground distribution systems.
- 1.3 The cables shall be suitable for use in single and three phase primary underground distribution systems installed in underground ducts in either wet or dry locations.
- 1.4 The cable shall be designed and constructed so that it will operate at normal operating temperatures of at least 90C maximum, emergency temperatures of at least 130C and short circuit operating temperatures of at least 250C.

2. STANDARDS

Insulated cables furnished under this specification shall meet the requirements of the latest edition of ICEA S-94-649 supplemented by AEIC CS8 and related ASTM and ICEA specifications. Where this specification differs from the requirements of the above standards, this specification shall take precedence.

3. MATERIAL

3.1 Conductor

3.1.1 Stranding

The conductor shall be Class B stranded, compressed copper or aluminum in accordance with the standards lists in section 2. Aluminum temper shall be either ½ hard for stranded conductors or ½ hard for solid conductors.

3.1.2 Water blocking Compound

The stranded conductor shall be filled with approved water blocking sealant to impede longitudinal water penetration; however the outer surface of the conductor shall be free from the sealant compound. The sealant must be compatible with the conductor shield in accordance with the latest editions of the ICEA T-32-645. The compound shall be identified in the qualification test report and each certified test report on completed cable.

3.2 Insulation

- 3.2.1 The insulation shall be premium quality, heat, moisture, ozone and corona resistant thermosetting ethylene propylene rubber (EPR).
- 3.2.2 Compound shall be identified on Bid Data Sheet and test reports.
- 3.2.3 The insulation shall be compatible with both the conductor shield and the insulation shield.
- 3.2.4 The insulation thickness shall be 220 mil.
- 3.2.5 The insulation shall be free from voids, contaminants, gels and agglomerates in accordance with the latest edition of AEIC CS8 and ICEA S-94-649.

3.3 Conductor Shielding

- 3.3.1 The conductor shielding shall be extruded and shall consist of virgin black semi-conducting thermosetting material.
- 3.3.2 The conductor shield thickness shall be in accordance with the latest edition of ICEA S-94-649 and AEIC CS8.
- 3.3.3 The conductor shield shall be easily removed from the conductor and shall be firmly bonded to the overlying insulation.

3.4 Insulation shielding

- 3.4.1 The insulation shielding of cables shall be an extruded layer consisting of one layer of virgin black semi-conducting thermosetting material applied directly over the insulation prior to entering the curing tube.
- 3.4.2 The thickness of the extruded shield shall be in accordance with ICEA S-94-649.
- 3.4.3 The insulation shield shall be free stripping, without the application of heat, from the insulation, leaving it free of any significant residue of semiconducting material.
- 3.4.4 The tension necessary to remove the extruded insulation shield shall not exceed 18 pounds when tested in accordance with AEIC CS8 and ICEA S-94-649.
- 3.4.5 The insulation shield shall be marked per the requirements of the applicable AEIC standard.

3.5 Metallic Shield (Concentric Neutral)

- 3.5.1 The metallic shield shall consist of concentric wires that are of sufficient size to serve as a neutral conductor. They shall be applied over the semi-conducting insulation shield of the cable.
- 3.5.2 The overall concentric conductor shall be annealed, uncoated copper wires with a minimum size of #16 and shall consist of a sufficient number of wires to provide a one third or full neutral as specified on the bid form.
- 3.5.3 The wires shall be applied directly over the semi-conducting layer with a lay of between 6 and 10 times the diameter over the concentric wires. Moisture blocking agents shall be applied in the interstices of the concentric neutral wires.

3.6 Jacketing

- 3.6.1 Cables shall be supplied with an overall jacket that shall be a black, non-conducting linear low density polyethylene (LLDPE).
- 3.6.2 The jacket shall encapsulate the concentric strands and shall be a minimum thickness of 45 mils at any point along the cable, as measured from the outside of the jacket to the outside of any neutral wire.
- 3.6.3 The neutral conductors shall remain in continuous contact with the insulation shield after the jacket is applied.

4. TESTING

4.1 Qualification Tests

Cables shall be qualified as required by section M of AEIC CS8. Water blocking compounds for use with filled strand shall be qualified by testing for compatibility with the strand shield, test for water penetration (ICEA T-31-610), and tests to verify that a Class A compression connection can be made. Requalification is required for any change in compound.

4.2 Completed Cable

4.2.1 Tests on Reels of Completed Cables

Tests on Reels of Completed Cables may be made on a master length. The maximum partial discharge shall not exceed 5 picocoulombs at 200 volts per mil of insulation. The partial discharge test shall be performed in accordance with the latest ICEA standards.

4.2.2 Filled Strand Conductor

A water penetration test shall be performed and the surface of the conductor shall be examined to ensure that is clean and free of compound for each conductor per shipping length.

4.3 Production

Tests shall be performed per Section G of AEIC CS8.

4.4 Test Reports

The supplier shall provide a certified copy of the results of all tests required by this and all referenced specifications to BEUD.

5. MARKING

5.1 Cable

- 5.1.1 The outer surface of each cable shall be permanently marked, at regular intervals, throughout its length with the following:
 - Manufacturer's identification
 - Type of insulation EPR – not manufacturer's trade name)
 - Size of conductor
 - Aluminum or copper
 - Rated voltage
 - Year of manufacture

- Insulation thickness
- A lightning bolt symbol in accordance with NESC (Rule 350)
- Unmarked surfaces shall not exceed six inches.

5.1.2 The outer surface of each cable shall be permanently marked throughout its length with sequential footage markings printed every two feet. Deviations from actual must not exceed + - 5%. Printing shall be ¼ inch in height where cable size permits.

5.1.3 The outer surface of all jacketed URD cables shall be marked to identify them as an electric power cable. The marking shall consist of three extruded red strips 120 degrees apart. The dimensions of the stripes shall be between 0.2 and 0.4 inches wide.

5.2 Reels

5.2.1 The cable shall be packaged on non-returnable reels in lengths specified on the bid form with a tolerance of -0% / +5%.

5.2.2 Each end of the cable shall be firmly and properly secured to the reel. Care shall be taken to prevent looseness of reeled cable. The cable end attached through the interior of the reel shall be fastened in such a manner that it remains attached as the cable is dispensed from the reel and does not interfere with other reels or waste cable.

5.2.3 Reels shall be covered to provide protection of the outer layers against damage from normal handling and shipping. The covering shall be a Class 2 protection in accordance with latest revision of NEMA 26.

5.2.4 Watertight seals shall be applied to all cable ends to prevent entry of moisture during transit and outside storage.

5.2.5 Cable shall only be shipped on reels that meet the following dimensional requirements

- 500 & 750 reels shall be a maximum of 66-36-28 (Flange – Traverse – Drum) with a maximum overall reel width of 44"
- 1/0 & 4/0 reels shall be a maximum of 60-36-28 (Flange – Traverse – Drum) with a maximum overall reel width of 40"

5.2.6 Steel bushings shall be used to line the reel arbor holes if the gross weight exceeds 2500 pounds.

5.2.7 All reels shall have a durable label securely attached on the reel with the following information:

- Manufacturer's identification
- Destination
- Purchase Order Number
- Shipping length of cable
- Gross weight of reel
- Cable conductor size
- Copper or Aluminum
- Rated voltage
- Year of manufacture
- Beginning and ending cable footage markings

6. BID DATA SHEET

The supplier shall complete the required Bid Data Sheet for each size of wire quoted. For all calculations required, assume triplexed configuration for three phase cables and the following conduit configurations:

- (1) 1/0 cable in a 3" conduit
- (3) 1/0 cables triplexed a 4" conduit
- (3) 4/0 cables triplexed in a 5" conduit
- (3) 500 MCM cables triplexed in a 6" conduit
- (3) 750 MCM cables triplexed in a 6" conduit

7. WARRANTY

The manufacturer shall warrant that the cable furnished under this specification will be free from defects in material, design, and workmanship for a minimum of 40 (forty) years after purchase. In the event of a cable failure within the 40 year period, the manufacturer will be responsible for promptly providing replacement cable for the failed section of cable, unless it can be demonstrated to the City's satisfaction that the failure was not due to a manufacturing defect or design inadequacy.

8. DELIVERY

- 8.1 All items require 48 hour delivery notice from vendor. Shipper shall give total number of units to be shipped and the weight of the heaviest unit(s).
- 8.2 Delivery will only be accepted between 9:00 A.M. and 3:00 P.M., Monday through Friday, with the exception of City Holidays. It is the manufacturer's responsibility to ensure City staff will be present for a delivery.
- 8.3 All items must be delivered via flatbed truck or trailer with open top and sides with lifting ears on units sufficiently spaced to allow sling access.
- 8.4 Units shall be protected during shipping.
- 8.5 Units not delivered in accordance with the above specifications will not be accepted by the City of Bentonville.
- 8.6 Vendor shall be solely liable for all excess costs involved in proper redelivery of said units, including, but not limited to, labor and equipment costs incurred by the City of Bentonville in accepting and off-loading said units.
- 8.7 Delivery time frame may be taken into consideration in the award of this contract.

9. EVALUATION OF BIDS

Criteria utilized by the BEUD for determining the lowest responsible proposal includes, but is not limited to, whether the proposer meets the BEUD's specifications, the proposer's experience, skill, previous performance, reputation, promptness, and any other factor which could reasonably be asserted as being relevant to successful performance. The City reserves the right to award this contract to the lowest, most responsive and responsible proposer.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX G

VENDOR/CONTRACTOR DISCLOSURE REQUIRED RESPONSE DOCUMENT



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: AECI

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

Immediate Relation includes:

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

OR

☒ Check this box if you there are no applicable relationships to disclose.

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 within 30 days of change of circumstance.**

MW Initials

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Arkansas Electric Cooperatives, Inc.

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

as Surety, hereinafter called the Surety, are held and firmly bound unto The City of Bentonville

as Obligor, hereinafter called the Obligor, in the sum of Five Hundred Dollars and Zero Cents (\$500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid Number IFB-22-07 - Electric Material (One-Time Purchase and Delivery)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of January, 2022.

[Redacted Signature]

Arkansas Electric Cooperatives, Inc.

[Redacted Signature]

VP - U.S.D.

[Redacted Signature]

Travelers Casualty and Surety Company of America
(Surety) (Seal)

[Redacted Signature]

(Title)





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Karen J Payne** of **LITTLE ROCK**, Arkansas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: _____ President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of January, 2022



To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

750 WIRE SPECIFICATION PAGES 1-5



CITY OF BENTONVILLE ELECTRIC UTILITIES DEPARTMENT

SPECIFICATION FOR 15KV UNDERGROUND PRIMARY CABLE

1. GENERAL

- 1.1 This specification applies to material and equipment purchased by Bentonville Electric Utilities Department (BEUD). Only wire manufactured in the United States will be considered.
- 1.2 This specification covers detail for furnishing medium voltage, jacketed, shielded underground distribution power cables. The cables shall consist of one ethylene propylene rubber (EPR) insulated aluminum or copper conductor, with a helically applied copper shield over the insulation shielding, and an overall jacket of black, linear low density polyethylene. The cables shall be 15 kV rated – suitable for use on 12470GrdY/7200 Volt primary underground distribution systems.
- 1.3 The cables shall be suitable for use in single and three phase primary underground distribution systems installed in underground ducts in either wet or dry locations.
- 1.4 The cable shall be designed and constructed so that it will operate at normal operating temperatures of at least 90C maximum, emergency temperatures of at least 130C and short circuit operating temperatures of at least 250C.

2. STANDARDS

Insulated cables furnished under this specification shall meet the requirements of the latest edition of ICEA S-94-649 supplemented by AEIC CS8 and related ASTM and ICEA specifications. Where this specification differs from the requirements of the above standards, this specification shall take precedence.

3. MATERIAL

3.1 Conductor

3.1.1 Stranding

The conductor shall be Class B stranded, compressed copper or aluminum in accordance with the standards lists in section 2. Aluminum temper shall be either ¼ hard for stranded conductors or ½ hard for solid conductors.

3.1.2 Water blocking Compound

The stranded conductor shall be filled with approved water blocking sealant to impede longitudinal water penetration; however the outer surface of the conductor shall be free from the sealant compound. The sealant must be compatible with the conductor shield in accordance with the latest editions of the ICEA T-32-645. The compound shall be identified in the qualification test report and each certified test report on completed cable.

MEMORANDUM

DATE: FEBRUARY 8, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Street material bid #IFB-22-06

The City of Bentonville recommends awarding the bid for street materials in the total amount \$51,000.00, plus applicable taxes. The low bid for this items follows.

Emery Sapp & Sons, Inc. DBA Hutchens Construction Company in the amount of \$51,000.00 (plus tax)

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. IFB-22-06

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
10,000	TON	Our # 7008 SB2/CLASS 7 BASE	<u>no bid</u>	
8,000	TON	Our # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL	<u>no bid</u>	
800	TON	Our # 7004 B-STONE (LARGE ROCK FOR DRAINAGE)	<u>no bid</u>	
500	TON	Our # 7007 PREMIX	\$102.00	\$51,000.00
		TOTAL BID COST		



CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATES: JANUARY 9, 2022

NOTICE TO BIDDERS

STREET MATERIAL, AS NEEDED FOR 1 YEAR

Invitation For Bid (IFB)-22-06

The City of Bentonville is accepting formal sealed bids for the as needed purchase and delivery of various Street Material items, as specified, for a one (1) year period.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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 \$500.00 (five-hundred dollars), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract if selected for award. 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 honor the submitted bid and execute the Contract (when applicable). 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 Bid Bond shall be in accordance with the requirements contained in the Bidding Documents for this Bid.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department 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. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Public Bid Opening for IFB-22-06 held at 2:00pm on Tuesday, January 25, 2022; 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 Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected. 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 Department located at the address above. 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.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is January 19, 2022, at 4:00pm.

DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

WWW.BENTONVILLEAR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-06	Date of Issuance:	January 9, 2022
Description:	Street Material, As Needed (1 Year Blanket Bid)		
Requesting Department:	City of Bentonville Inventory Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	\$500.00 BID BOND REQUIRED (SEE BOND SECTION OF THIS IFB DOCUMENT)		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	JANUARY 25, 2022 at 2:00 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th 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:	JANUARY 19, 2022 - 4:00 P.M. CST
<i>Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.</i>	



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

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.

Emery Sapp & Sons, Inc.

Name of Firm: dba Hutchens Construction Company Phone Number: 479-927-0000

Business Address (Full Street/City/State/Zip): 5184 N Oak St., Springdale, AR 72764

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

Name of Contact Person: Chris Collins Email: ccollins@hutchensconstruction.com

Signature of Authorized Person: 

Date: 1/17/22

Printed or Typed Name: Chris Collins

Title: Business & Market Development Mgr.

Arkansas Contractors License Number: 0133390421 (Not required unless specified in this document)

Sales or Use Tax ID Number: 43-1708848

Bid Bond Included: ☒ Yes ☐ No (only required if specified in this IFB Document)

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

X **Bid Bond Required** **Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **\$500.00 (five hundred dollars)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 1 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

B. 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.

5. SPECIFICATIONS

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. IFB-22-06

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
10,000	TON	Our # 7008 SB2/CLASS 7 BASE	No Bid	
8,000	TON	Our # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL	No Bid	
800	TON	Our # 7004 B-STONE (LARGE ROCK FOR DRAINAGE)	No Bid	
500	TON	Our # 7007 PREMIX	\$102.00	\$51,000.00
TOTAL BID COST				\$51,000.00

Chris Collins - Emery Sapp & Sons, Inc. dba Hutchens Construction Company -
Business & Market Development Mgr. 01/10/2022



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Emery Sapp & Sons, Inc. dba Hutchens Construction Company

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

Immediate Relation includes:

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

OR

☒ Check this box if you there are no applicable relationships to disclose.

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 within 30 days of change of circumstance.**

CE Initials

M E M O R A N D U M

DATE: **FEBRUARY 8, 2022**

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Water/Sewer material bid #IFB-22-05**

The City of Bentonville recommends awarding the bid for water/sewer material in the total amount \$555,685.55, plus applicable taxes. The low bid for this items follows.

Ferguson Waterworks in the amount of \$555,685.55 (plus tax)

ITEM	YEARS QNTY.		UNIT	PART NO.	DESCRIPTION	FERGUSON		
1	2		EA	4247	FIRY HYRDANT 5-1/4X3' 6" MJ SHOE AVK/CLOW	\$2,180.00	\$4,360.00	
2	2		EA	4246	FIRY HYRDANT 5-1/4X3-1/2' 6" MJ SHOE AVK/CLOW	\$2,235.00	\$4,470.00	
3	2		EA	4249	FIRE HYDRANT 5-1/4X4' 6" MJ SHOE AVK/CLOW	\$2,288.00	\$4,576.00	
4	2		EA	4248	FIRE HYDRANT 5-1/4X4-1/2' 6" MJ SHOE AVK/CLOW	\$2,341.00	\$4,682.00	
5	2		EA	4251	FIRE HYDRANT 5-1/4X5' 6" MJ SHOE AVK/CLOW	\$2,394.00	\$4,788.00	
6	2		EA	4250	FIRE HYDRANT 5-1/4X5-1/2' 6" MJ SHOE AVK/CLOW	\$2,447.00	\$4,894.00	
7	1		EA	4234	FIRE HYDRANT 5-1/4X6' 6" MJ SHOW AVK/CLOW	\$2,500.00	\$2,500.00	
8	20,000		FT	4543	TRACER WIRE 10 THHN SOLID COPPER	\$0.35	\$7,000.00	
9	60		EA	4010	6" ACCESSORY MJ BOLT/GASKET ONLY	\$28.75	\$1,725.00	
10	150		EA	4011	8" ACCESSORY MJ BOLT/GASKET ONLY	\$33.00	\$4,950.00	
11	20		EA	4008	12" ACCESSORY MJ BOLT/GASKET ONLY	\$44.50	\$890.00	
12	10		EA	4016	6" ACCESSORY MJ 'WITH' GLAND	\$25.25	\$252.50	
13	10		EA	4017	8" ACCESSORY MJ 'WITH' GLAND	\$29.50	\$295.00	
14	5		EA	4316	6" DI GLAND RETAINER FORD#UFR1400D-D6 (SER 1400)	\$29.00	\$145.00	
15	5		EA	4317	8" DI GLAND RETAINER FORD#UFR1400-D8 (SER 1400)	\$44.50	\$222.50	

16	5		EA	4315	6" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES	\$26.50	\$132.50	
17	20		EA	4306	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$36.50	\$730.00	
18	100		EA	4307	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$54.25	\$5,425.00	
19	20		EA	4308	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$108.00	\$2,160.00	
20	20		EA	4038	ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US		\$0.00	
21	20		EA	4035	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US		\$0.00	
22	6		EA	4036	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$799.95	\$4,799.70	
23	15		EA	4077	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$191.50	\$2,872.50	
24	4		EA	4074	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$170.75	\$683.00	
25	4		EA	4205	ELL 6" MJ DI FUSION BOND EPOXY COATED	\$167.75	\$671.00	
26	4		EA	4207	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$240.50	\$962.00	
27	4		EA	4538	TEE ANCHOR 6X6X6 MJ DI EPOXY COATED FUSION BOND	\$271.50	\$1,086.00	
28	8		EA	4540	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	\$468.75	\$3,750.00	
29	12		EA	4539	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$402.50	\$4,830.00	
30	3		EA	4536	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$521.25	\$1,563.75	
31	3		EA	4537	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	\$557.50	\$1,672.50	
32	4		EA	4535	TEE 8X8X6 EPOXY COATED FUSION BOND	\$295.95	\$1,183.80	
33	3		EA	4522	TEE 12X12X12 EPOXY COATED FUSION BOND	\$747.50	\$2,242.50	
34	4		EA	4117	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$66.95	\$267.80	

35	6		EA	4120	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$102.25	\$613.50	
36	3		EA	4109	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$194.50	\$583.50	
37	4		EA	4457	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$155.50	\$622.00	
38	4		EA	4497	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$145.50	\$582.00	
39	12		EA	4498	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$191.50	\$2,298.00	
40	5		EA	4493	SOLID SLEEVE 12"X12" MJ FUSION BONDED EXPOXY COATED WITHOUT ACC.	\$361.50	\$1,807.50	
41	250		EA	4390	18" BROOKS METER TILE #22HFX1802KS	\$42.00	\$10,500.00	
42	100		EA	4364	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$28.50	\$2,850.00	
43	100		EA	4365	2-HOLD METER TILE LID FOR 18" BROOKS METER TILE	\$35.50	\$3,550.00	
44	60		EA	4391	30 X 36 LARGE METER TILE MID-STATES #MSP30X36	\$245.50	\$14,730.00	
45	60		EA	4392	30" METER TILE RING/LID 'TEXAS SPECIAL' E.J.I.W.	\$204.00	\$12,240.00	
46	20		EA	4389	24" VALVE COVER EXTENSION TYLER #60 6850 SERIES	\$70.50	\$1,410.00	
47	30		EA	4558	18" VALVE COVER EXTENSION TYLER #59 6850 SERIES	\$69.50	\$2,085.00	
48	100		EA	4555	5-1/4 VALVE BOX COVER LID	\$16.75	\$1,675.00	
49	100		EA	4561	VALVE COVER TOP SHORT 10-T	\$41.50	\$4,150.00	
50	100		EA	4560	VALVE COVER BOTTOM SHORT 15-B	\$51.25	\$5,125.00	
51	100		EA	4563	VALVE COVER TOP TALL 16-T	\$61.50	\$6,150.00	
52	100		EA	4562	VALVE COVER BOTTOM TALL 24-B	\$66.50	\$6,650.00	
53	100		EA	4557	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	\$20.75	\$2,075.00	

54	100		EA	4556	VALVE BOX PAD FORMED CEMENT	\$30.00	\$3,000.00	
55	15		EA	4566	6" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$630.00	\$9,450.00	
56	20		EA	4567	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,000.00	\$20,000.00	
57	3		EA	4564	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,985.00	\$5,955.00	
58	3		EA	4571	6" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$880.00	\$2,640.00	
59	6		EA	4572	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$1,295.00	\$7,770.00	
60	3		EA	4569	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$2,970.00	\$8,910.00	
61	2		EA	4129	COMP. COUPLING 4"X 7" CI 6.90-7.22 S/B# 441-00000510-900	\$84.50	\$169.00	
62	3		EA	4144	COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442-09850945-400	\$307.00	\$921.00	
63	40		EA	4128	COMP. COUPLING 2"X6" S/B# 525-23800-003	\$24.75	\$990.00	
64	24		EA	4475	SADDLE 6X1 CC D.S. FORD #F202-760X-CC4	\$36.25	\$870.00	
65	24		EA	4476	SADDLE 6X1 SS FORD #FC202-690-CC4	\$76.50	\$1,836.00	
66	24		EA	4478	SADDLE 6X2 SS FORD #FC202-690-IP7	\$82.50	\$1,980.00	
67	24		EA	4482	SADDLE 8X1 CC D.S. FORD F#202-979X-CC4	\$39.75	\$954.00	
68	80		EA	4483	SADDLE 8X1 SS FORD #FC202-905-CC4	\$87.50	\$7,000.00	
69	30		EA	4485	SADDLE 8X2 SS FORD #FC202-905-IP7	\$94.25	\$2,827.50	
70	20		EA	4461	SADDLE 12X1 CC D.S. FORD F#202-14.38X-CC4	\$61.25	\$1,225.00	
71	20		EA	4460	SADDLE 12X1 SS FORD #FC202-1320-CC4	\$110.25	\$2,205.00	
72	3		EA	4462	SADDLE 12X2 SS FORD #FC202-1320-IP7	\$124.00	\$372.00	

73	3		EA	4463	SADDLE 12X2 D.S. FORD #F202-1438-IP7	\$77.75	\$233.25	
74	6		EA	4356	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84-7.64	\$124.50	\$747.00	
75	3		EA	4353	LEAK CLAMP 6X12-1/2 S/B #227-00069012-000 6.84 -7.64	\$186.75	\$560.25	
76	240		EA	4325	LEAK CLAMP 1/2 X 3 SS/FC GASKET S/B#244- 00008403-000	\$25.25	\$6,060.00	
77	480		EA	4347	LEAK CLAMP 3/4 X 3 SS/FC GASKET S/B#244- 010503-000	\$25.50	\$12,240.00	
78	4		EA	4141	COMP. COUPLING 6" S/B#442-07650722-400 PLASTIC TO AC 7.65-7.22	\$221.50	\$886.00	
79	4		EA	4145	COMP. COUPLING TRANS 8" S/B#441-09850945- 900 PLASTIC TO AC 9.05-945, 9.46-9.85 SHORT	\$136.50	\$546.00	
80	4		EA	4146	S/B#4411401350900 PLASTIC TO AC 13.20-13.50 14.21-14.40	\$228.50	\$914.00	
81	20		EA	4573	WATER PLUG/PREDCO/FOSROC CEMENT 50LB. PAIL	\$60.00	\$1,200.00	
82	700		EA	4388	METER SET 5/8X3/4X7 WITHOUT CHECK B-2404F WITH H-14222N AND H-14227N or AY MC 720-207-WXLL 33 W/720-D3ASY & 720-Q3ASY	\$146.00	\$102,200.00	
83	20		EA	4386	METER SET 1 X 10 B-2404F WITH H-14222N AND H-14227N	\$245.00	\$4,900.00	
84	50		EA	4387	METER SET 2" VV7712B-1177NL WITH BYPASS or AY MC 720-B712WWFF 775	\$993.50	\$49,675.00	
85	50		EA	4031	ADAPTER MALE LF 1" MUELLER H-15428N or AY MC 74753Q 1		\$0.00	
86	10		EA	4034	ADAPTER MALE LF 3/4" MUELLER H-15428N or AY MC 74753Q 3/4		\$0.00	
87	50		EA	4033	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N or AY MC 74753Q 3/4X1	\$16.00	\$800.00	
88	100		EA	4030	ADAPTER MALE LF 1" X 3/4" MUELLER H- 15428N or AY MC 74753Q 1X3/4	\$16.00	\$1,600.00	
89	50		EA	4032	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N or AY MC 74753Q 2	\$70.25	\$3,512.50	
90	200		EA	4169	COUPLING LF 3/4" 110 COMP MUELLER H- 15403N or AY MC 74758Q 3/4	\$18.00	\$3,600.00	

91	200		EA	4168	COUPLING LF 1" 110 COMP MUELLER H-15403N or AY MC 74758Q 1	\$19.50	\$3,900.00	
92	30		EA	4165	COUPLING GALV/PVC 3/4" FORD #C-45-33NL or AY MC 74758Q 55 3/4	\$21.50	\$645.00	
93	20		EA	4166	COUPLING GALV/PVC 1" FORD #C-45-44NL or AY MC 74758Q 55 1	\$28.75	\$575.00	
94	20		EA	4167	COUPLING GALV/PVC 3/4" X 1" FORD #C-45-43NL or AY MC 74758Q 55 3/4X1	\$24.00	\$480.00	
95	20		EA	4172	COUPLING ST. 3/4" X 1" FORD #C-44-34NL or AY MC 74758-22 1X3/4	\$22.50	\$450.00	
96	50		EA	4158	COUPLING 2" BRASS FORD C-44-77NL or AY MC 74758Q 2	\$100.00	\$5,000.00	
97	30		EA	4383	METER CPLG. LF 5/8" 110 COMP - 5/8X3/4X3/4 MUELLER H-14227N or AY MC 720-Q3ASY	\$14.75	\$442.50	
98	100		EA	4210	ELL LF 110 COMP. 1" MUELLER H-15526N or AY MC 74761Q 1	\$28.50	\$2,850.00	
99	50		EA	4212	ELL LF 110 COMP. 3/4" MUELLER H-15526N or AY MC 74761Q 3/4	\$22.25	\$1,112.50	
100	50		EA	4153	CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 3/4	\$22.25	\$1,112.50	
101	400		EA	4152	CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 1	\$61.25	\$24,500.00	
102	200		EA	4549	U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N or AY MC 7084QM	\$46.75	\$9,350.00	
103	100		EA	4554	VALVE BALL 2" FORD #B-11-777WNL or AY MC 76101 2	\$256.50	\$25,650.00	
104	50		EA	4063	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$24.00	\$1,200.00	
105	30		EA	4067	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	18.00	\$540.00	
106	60		EA	4068	BEND 4" 45 SDR-26 GXS HEAVY WALL SEWER	\$16.75	\$1,005.00	
107	6		EA	4078	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$81.75	\$490.50	
108	4		EA	4585	WYE 8X8X8 GXGXG SDR-26 HEAVY WALL SEWER	\$150.00	\$600.00	
109	50		EA	4583	WYE 8X8X4 GXGXG SDR-26 HEAVY WALL SEWER	\$75.00	\$3,750.00	

110	3		EA	4584	WYE 8X8X6 GXGXG SDR-26 HEAVY WALL SEWER	\$86.00	\$258.00	
111	100		EA	4490	SEWER TAP SADDLE TEE 4" ROMAC INDS. #218-4804U	\$95.00	\$9,500.00	
112	30		EA	4370	MANHOLE RING/LID 250# 24A W.I.W./E.J.I.W./VULCAN	\$241.50	\$7,245.00	
113	30		EA	4366	MANHOLE EXTENSION 2" 23-1/2" NO FOREIGN MADE	\$84.50	\$2,535.00	
114	30		EA	4367	MANHOLE EXTENSION 4" 23-1/2" NO FOREIGN MADE	\$160.50	\$4,815.00	
115	30		EA	4368	MANHOLE EXTENSION 6" 23-1/2" NO FOREIGN MADE	\$241.00	\$7,230.00	
116	30		EA	4371	MANHOLE SEALANT 'RAM-NECK' 3/4" COILS	\$75.00	\$2,250.00	
117	10		EA	4369	MANHOLE LID ONLY 250# 24A W.I.W./E.J.I.W./VULCAN	\$104.25	\$1,042.50	
118	5		EA	4577	WYE 12"X12"X12" GXGXG HEAVY WALL SEWER	\$506.00	\$2,530.00	
119	5		EA	4578	WYE 12"X12"X4" GXGXG HEAVY WALL SEWER	\$258.00	\$1,290.00	
120	5		EA	4060	BEND 12" 90 ELL GXG HEAVY WALL SEWER	\$335.00	\$1,675.00	
121	5		EA	4057	BEND 12" 45 SDR-26 GXG HEAVY WALL SEWER	\$250.00	\$1,250.00	
122	5		EA	4059	BEND 12" 22-1/2" SDR-26 GXG HEAVY WALL SEWER	\$237.00	\$1,185.00	
							\$555,685.55	



CITY OF BENTONVILLE, ARKANSAS

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

FOR PUBLICATION

PUBLICATION DATES: JANUARY 9, 2022

NOTICE TO BIDDERS

WATER/SEWER MATERIAL AS NEEDED, 6 MONTHS

Invitation For Bid (IFB)-22-05

The City of Bentonville is accepting formal sealed bids for the as needed purchase and delivery of various Water/Sewer Material Items, as specified, for a six (6) month period.

The City reserves the right to cancel this request at any time in accordance with the City's best interest. The City also reserves the right to reject any Bid received and to waive irregularities in accordance with the City's best interest. Submitters agree that such rejection shall be without liability on the part of the City of Bentonville for any damage or claim brought by any Bidder because of such rejections, nor shall the Submitter seek any recourse of any kind against the City because of such rejections. The filing of any Bids in response to this Invitation shall constitute an agreement of the Bidder to these conditions.

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 \$500.00 (five-hundred dollars), payable without condition to the City of Bentonville, as a guarantee that the Bidder will enter into a contract if selected for award. 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 honor the submitted bid and execute the Contract (when applicable). 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 Bid Bond shall be in accordance with the requirements contained in the Bidding Documents for this Bid.

The City of Bentonville Purchasing Department encourages all qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

Interested parties can obtain the required Bid Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department 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. Interested Parties should note that there may be a 24-48 hour delay from the date of publication for the documents to be available on the City's website.

There will be a Public Bid Opening for IFB-22-05 held at 1:30pm on Tuesday, January 25, 2022; 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 Submissions will be rejected, without exception. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the Bid Opening date and time. Responses received after the designated Bid Opening date and time will be considered late and will be rejected. 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 Department located at the address above. 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.

Questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline to submit questions related to this Invitation is January 19, 2022, at 4:00pm.
DEPARTMENT RESPONSIBLE FOR ADVERTISING COSTS: ACCOUNTING

WWW.BENTONVILLEAR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

INVITATION FOR BID (IFB) SOLICITATION

SOLICITATION INFORMATION			
Bid Number:	IFB-22-05	Date of Issuance:	January 9, 2022
Description:	Water/Sewer Material, As Needed (6 Month Blanket Bid)		
Requesting Department:	City of Bentonville Inventory Department		
Pre-Bid Meeting Information:	NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION		
Bid Bond Requirement:	\$500.00 BID BOND REQUIRED (SEE BOND SECTION OF THIS IFB DOCUMENT)		

BID OPENING DATE & TIME	
Bid Opening Date and Time:	JANUARY 25, 2022 at 1:30 P.M. CST
Bid Opening Location:	City of Bentonville Administrative Services Building Bid Opening Room – 2 nd Floor – Room A239 1000 SW 14 th Street Bentonville, AR 72712

DELIVERY OF BID SUBMISSION	
Location (and mailing address) for Bid Submission Delivery:	City of Bentonville Administrative Services Building Purchasing – 2 nd Floor 1000 SW 14 th 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:	JANUARY 19, 2022 - 4:00 P.M. CST
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Questions should be submitted only to the Purchasing Office via written communication only to purchasing@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

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: Ferguson Waterworks Phone Number: 479-927-1688

Business Address (Full Street/City/State/Zip): 971 Shaver Springdale, AR 72764

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

Name of Contact Person: Josh Rumple Email: joshua.rumple@ferguson.com

Signature of Authorized Person:  Date: 1/12/2022

Printed or Typed Name: Josh Rumple Title: Inside Sales Supervisor

Arkansas Contractors License Number: _____ (Not required unless specified in this document)

Sales or Use Tax ID Number: 54-1473338

Bid Bond Included: ☒ Yes ☐ No (only required if specified in this IFB Document)

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

SECTION 1: OVERVIEW

1. INTENT

The intent of this Invitation for Bid (IFB) is for the as needed purchase and delivery of various Water/Sewer Materials, as specified, for a six (6) month period.

All items shall be delivered to the City in accordance with this IFB Documents and all attached Appendixes.

2. REQUIRED RESPONSE DOCUMENTS

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

- Invitation for Bid (IFB) document, all response fields complete.
- Appendix A, completed
- \$500.00 Bid Bond, as required in this IFB document

3. APPENDIXES

- **APPENDIX A: BID FORM (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: ADDITIONAL TERMS AND CONDITIONS**
- **APPENDIX C :VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

4. TERM

The term of award shall be for a six (6) month period, ending on July 31, 2022. Orders may be placed until July 31, 2022. The City will issue separate Purchase Orders for materials as needed throughout the awarded Term.

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SECTION 2: REQUIREMENTS, TERMS & CONDITIONS

1. GUARANTEE OF BID

Bidders may not withdraw their Bids for a period of 60 days after the Public Bid Opening. The City of Bentonville has 60 days from the Bid Opening date in which to evaluate Bids and recommended award to City Council if it is determined to be in the City's best interest. Bidders may only withdraw their Bids in accordance with the Terms and Conditions herein.

2. BONDS

A. BID BOND (BID GUARANTEE) (WHEN REQUIRED)

Bidders are required to include a Bid Bond as specified when the 'Bid Bond Required' field below has an "x" mark or when otherwise required in this document.

☒ **Bid Bond Required** ☐ **Bid Bond Not Required for this Solicitation**

All Bids must be accompanied by a Bid Bond/Bid Guarantee in the form of a Bid bond, certified check, or cashier's check in the amount of **\$500.00 (five hundred dollars)**, payable without condition to the City of Bentonville. The Bond shall not have an expiration date of less than the number of days specified in Section 1 (Guarantee of Bid) of this IFB document. Personal checks and company checks are NOT acceptable as a Bid guarantee.

Bids received that do not include a Bid Bond when required and as specified in this Invitation for Bid will be rejected without exception.

B. 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.

5. SPECIFICATIONS

All items shall be delivered as specified in this Invitation for Bid Document and all attach appendixes. Deviations from Specifications must be noted in the Bid Submission.



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3. WARRANTIES

The awarded Bidder shall assume that the City prefers all work and/or items furnished to the City to be warrantied and shall furnish any and all applicable workmanship/material/product warranties to the City.

Bidders are required to include any applicable warranties for the materials/items proposed, in the space provided below:

4. 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 or sale of the item(s) shall apply to the contract throughout, and they will be deemed to be included herein and in any awarded contract the same as though herein written out in full.

5. ENCOURAGEMENT FOR PARTICIPATION

Pursuant to Arkansas Code Annotated § 22-9-203, the City encourages all qualified small, minority owned, and women owned business enterprises to submit Bids for capital improvements. Encouragement is also made to all general (prime) contractors that in the event they subcontract portions of their work, consideration is given to the identified groups. The City of Bentonville Purchasing Department encourages qualified small, minority and women owned businesses to participate and submit Bids for City projects/purchases.

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6. QUESTIONS/REQUESTS FOR INFORMATION (RFIs)/REQUESTS FOR CLARIFICATION (RFCs)/ADDENDA

All questions or requests related to this Invitation for Bid shall be directed solely to the Purchasing Department 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 via an 'RFI (Request for Information) Response' or via Addenda (Addendum 1,2 etc.).

All questions should reference the IFB number when submitted

Submit Via Email: purchasing@bentonvillear.com

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14th Street Bentonville, AR 72712

For Phone Calls: (479) 271-3115

The Purchasing Department will not respond to or otherwise acknowledge requests received after the deadline for submission of these requests stated herein. Questions requesting the Bid Opening date, Bid Bond requirement, and other details clearly outlined herein will not be included in RFI Responses or Addenda unless there are changes in the information after the Advertisement has published.

NOTE: No information communicated verbally or in any other form than a formal RFI Response or Addendum shall be considered firm or contractual; only information contained herein or otherwise in an RFI Response or Addendum shall be contractual.

Bidders are required to acknowledge any Addenda issued in their Bid Submission, per the requirements in the Addendum; Bidders are not required to acknowledge RFI Responses in their Bid Submissions.

7. EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS

Whenever these specifications mention an item by name and use specific descriptions as reference thereto (such as model, part, brand names etc.), it is intended to convey to the Bidder an understanding of the standard of excellence required. Items that Bidders believe to be 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 (or alternate) shall clearly describe the equivalent (or alternate) article being offered and indicate how it differs from the City's original specification and how it conforms to the 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 equivalent (or alternate)/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 (or alternate) item is equal to the item specified. Submitting false claims that an item is 'as specified' when the item is an alternate or is otherwise not conforming to the specification shall be considered a lack of responsibility and the Bid from that Bidder may be rejected.



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EQUIVALENT ITEMS/REFERENCED SPECIFICATIONS CONTINUED

If no substitute or equivalent item will be accepted by the City due to existing equipment or processes in place, the specified item will have “NO SUB” included. When the City specifies “NO SUB”, no substitute or alternate item will be accepted.

8. 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.

9. PAST PERFORMANCE/REFERENCES

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 or delivery of items 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.

10. ARKANSAS FREEDOM OF INFORMATION ACT (FOIA)

By submitting a Bid in response to this IFB, Bidder acknowledges and understands that the City is subject to the Arkansas Freedom of Information Act (FOIA) and City contracts and documents prepared while performing City work are subject to this Act. In the event that a FOIA request is presented to the City, the awarded Bidder agrees to do everything possible to provide any requested documents that they may be in possession of in a prompt and timely manner as prescribed in A.C.A. 525-19-101. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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11. BIDDER'S DOCUMENTS

The only terms and conditions that will become part of the award/awarded Contract are those documents issued by the City as part of this IFB, or documents furnished by the awarded Bidder (such as a contract) that are in accordance with the terms and conditions contained in this IFB and approved for Mayor's signature by the City's Legal Department.

Bidder's inclusion of their terms and conditions or other types of documents containing terms and conditions regarding payment, invoicing, indemnification or any other type of term are not accepted based on inclusion in the Bid Submission and will not be acknowledged as conditions to the Bid.

Bidders are required to use ONLY the prescribed City forms in their Bid Submission unless Bidder has included additional information for the City's consideration of an 'equivalent'/'alternate' item (i.e. product data sheets etc. are acceptable).

12. INVOICING

The awarded Bidder shall provide invoices for the City's review and approval prior to payment. The City will not pay from any document other than an invoice (i.e. payments will not be processed based on contracts, etc.).

The invoicing option(s) available to Bidders for this IFB are indicated below by an "x" mark in the option(s) available.

☒ **Invoice upon delivery (Payment within 14 days)**

Payment will not be made for incomplete work or for item(s) delivered out of spec (not as specified). Any return or correction shall be at the awarded Bidder's expense. The City reserves the right to cancel an order due to receiving out of spec item(s) or request a replacement, whatever is in the City's best interest.

Unless otherwise specified, invoices will be paid within fourteen (14) days of receipt of an approved invoice.

All invoices should be submitted to the City of Bentonville Accounts Payable Office, address and email below:

City of Bentonville Administrative Services

ATTN: Accounts Payable

1000 SW 14th ST

Bentonville, AR 72712

accountspayable@bentonvillear.com

13. BIDDER REQUESTED PAYMENT TERMS

Bidders must use the space provided below to communicate their requested payment terms. Requests are not guaranteed for approval.

☒ **NET 30 Days from Invoice Submission** ☐ **NET 60 Days from Invoice Submission** ☐ **Other (Specify Below)**



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SECTION 3: INVITATION FOR BID ADDITIONAL TERMS & CONDITIONS/INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions and 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.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation for formal, competitive sealed Bids. The acronym "IFB" means Invitation for Bid. "Solicitation" may also be used throughout to refer to the 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 Invitation for Bid.
 - d. The term "Contractor" means a person or organization who is the successful Bidder and who enters into a contract with the City.
*At times in this document the terms Bidder and Contractor are interchangeable.
 - e. The term "Change Order" means a written order from or approved by 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 and any other documents included as part of this Invitation for Bid. Bidders are responsible for field verifying to work or other means of familiarizing themselves with the Scope of Work of this Invitation for Bid. 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. All signatures must be 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; in cases where the Bidder does not state a definite time, the City's specified timeline shall apply.

Multiple Bids: Bidders are prohibited from submitting multiple Bids for the same product in response to a competitive sealed Bid solicitation. In the event that a Bidder submits multiple Bids for the same product, all Bids from that Bidder will be rejected.

Exception for Different Models: In the event that the Bidder believes they have multiple different models or products (such as equivalent items) that meet the City's specifications, the Bidder may submit multiple Bids in response to a competitive sealed Bid solicitation as long as the following requirements are met:

- (1) The Bids are submitted in separate sealed envelopes;
- (2) The products being proposed in each submission are different makes, models or otherwise types of products.



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4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Department **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 without exception. Any exceptions or additional information required on a solicitation will be noted in the Bid documents or issued via clarification or Addendum. 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, unless the mistake is determined to be non-judgmental by the Purchasing Manager. Failure to complete the entire Bid accurately may result in declaring the Bid as non-responsive and the Bid may be rejected.

Bids may be withdrawn by the Bidder after submission for revisions or modifications at any time prior to the deadline for receipt of Bids (or Bid opening). Any such request for withdraw must be in writing either by email or other acceptable electronic manner as outlined in the Bidding documents, hand delivered or mailed communication. After Bids are opened, they shall be irrevocable for the period specified in the Bid documents, unless a nonjudgmental mistake (such as a math error), as determined by the Purchasing Manager, is suspected by the Purchasing Manager or the Bidder, or unless Bidder is permitted to withdraw their Bid pursuant to Arkansas State Law. If a nonjudgmental mistake is suspected, such as a math error, the Bidder shall submit a written request to the Purchasing Department requesting either to withdraw their Bid submission or to correct the nonjudgmental mistake. In the event that the City becomes aware of the mistake prior to the Bidder, the Bidder shall respond within two (2) days of receiving notification of the discovery with a written request to the Purchasing Department to verify a correction or requesting to withdraw their Bid. Any such request for withdraw or correction must be in writing either by email (or other acceptable electronic manner as outlined in the Bidding documents), hand delivered or mailed communication. Once a Bid has been verified, it shall be considered submitted, as verified.

- (1) In the event of discrepancy between a unit price and an extended price, the unit price shall govern.
- (2) At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.

The City shall permit a Bidder to withdraw its Bid without penalty or forfeiture of Bid security if: (a) a nonjudgmental mistake is evidence on the face of the Bid, or (b) the Bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

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, Notice of Award, Contract or other contractual or otherwise binding document.

Bidder's accept all terms and conditions herein upon submission of their signed Bid.

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.

UNIT PRICES: Unit prices and all other pricing shall be rounded to the nearest cent. In the event of discrepancy between the unit price and the extended price, the unit price shall govern. At no point shall a correction of a mistake result in reduction or increase of a Bidder's unit price(s). If correction of the mistake would result in either an increase or decrease in the unit price, the Bid shall be considered nonresponsive and shall be rejected.



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

The Purchasing Manager has the authority to cancel award of a solicitation if, in their discretion and the City Department's (over the project) discretion, Bids received do not meet the City's needs or for any other reason where award would not be in the City's best interest.

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 herein.

Conditional Bids are not acceptable and 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 responsive 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 the written approval of the Purchasing Manager and Finance Director.

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 (OR EQUIVALENT, OR ALTERNATE) 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. The decision to accept a proposed item is solely the City's.



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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 the City determines that variances exist in the specification which the Bidder did not indicate (or falsely represented a lack of variances), the City reserves the right to declare the Bid non-responsive and reject the Bid from that Bidder. If satisfactory Bids are not received for the City's specifications, 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 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. In the event that the City does not cancel the order but requests Bidder to bring the item(s), material(s) or service(s) to specification (correct the items), the corrections must be made at the awarded Bidder's expense and responsibility and must be completed within a timely manner as indicated by the City. If Bidder attempts to correct the item, material or service but fails to do so, or fails to do so in a timely manner, the City may elect to cancel the order at the awarded Bidder'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 complete the Delivery Section of this IFB. 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 in this IFB.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the awarded Bidder. 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, contract, other approved form or as specified in this IFB unless otherwise specified by the City. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.



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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 bids.
- The City of Bentonville sales tax rate is 9.5%; all products shall be delivered to the City of Bentonville or work shall be performed within City limits.
- It is the responsibility of the Bidder to include sales tax in their Bid when applicable regardless of the Bidder's ability to remit sales tax to the State of Arkansas. In no event should applicable taxes cause the City to pay more than the submitted Bid price.
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, but are not limited to:

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.



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(479)-271-3115 – purchasing@bentonvillear.com

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 and without penalty to 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 and shall adhere to any other requirements regarding Bid Bonds as set forth in this IFB document. Failure to include a Bid bond or Bid guarantee with your Bid submission when required will result in automatic rejection of the 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.
31. **PERFORMANCE & PAYMENT 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 for the full 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 payment of all of Contractor's subcontractors and/or vendors, and otherwise conditioned as required by law. The Performance and Payment Bonds shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company and shall conform to all other requirements for these bonds as specified in this IFB document. 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; at no time will the City be liable for the costs associated with a Performance and/or Payment Bond.
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 IFB document; (b) Additional Terms and Conditions and Instructions to Bidders; (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



CITY OF BENTONVILLE, ARKANSAS
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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, 1000 SW 14th Street, Bentonville, AR 72712. Normal payment terms are payment via check within fourteen days from receipt of invoice.
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 Department by emailing purchasing@bentonvillear.com or calling (479) 271-3115.



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APPENDIX A

BID FORM

REQUIRED RESPONSE DOCUMENT



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
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APPENDIX A: BID FORM

Bidder, having examined this Invitation for Bid document in its entirety and having performed a thorough examination of the product specifications hereby agrees to furnish all labor, products, materials, equipment, staging, transportation, and supervision of such in accordance with the specifications contained herein to deliver the item(s) as specified to the City.

Bid prices shall include all costs, including but not limited to: all labor, products material, equipment, disposal fees, transportation, staging, mobilization, overhead, profit, insurance, shipping and handling and all other costs to the City of Bentonville, Arkansas to cover the finished work and/or delivered products.

BID PRICES SHALL NOT INCLUDE SALES TAX.

AWARD OF THIS INVITATION FOR BID WILL BE BASED ON (applicable award method marked with an "x"):

 x Per Line Item: The award will be based on the lowest and most responsible Unit Price per Line Item with all factors considered.

LS – Lump Sum **EA** – Each **SF**- Square Foot **BX** – Box **SY**- Square Yard **CY**- Cubic Yards

THE BID FORM IS LOCATED ON THE FOLLOWING PAGE

CITY OF BENTONVILLE
 FORMAL WATER
 BULKY DID
 COMPANY:

ITEM NO.	QUANTITY	UNIT	OUR PART NUMBER	DESCRIPTION	UNIT PRICE	EQUIVALENT PART NUMBER (IF APPLICABLE)
1	3	EA	4247	FIRE HYDRANT 5-1/4X3' 6" MJ SHOE MUELLER/CLOW	2180.00	
2	3	EA	4246	FIRE HYDRANT 5-1/4X3-1/2' 6" MJ SHOE MUELLER/CLOW	2235.00	
3	3	EA	4249	FIRE HYDRANT 5-1/4X4' 6" MJ SHOE MUELLER/CLOW	2288.00	
4	3	EA	4248	FIRE HYDRANT 5-1/4X4-1/2' 6" MJ SHOE MUELLER/CLOW	2341.00	
5	3	EA	4251	FIRE HYDRANT 5-1/4X5' 6" MJ SHOE MUELLER/CLOW	2394.00	
6	3	EA	4250	FIRE HYDRANT 5-1/4X5-1/2' 6" MJ SHOE MUELLER/CLOW	2447.00	
7	2	EA	4234	FIRE HYDRANT 5-1/4X6' 6" MJ SHOE MUELLER/CLOW	2500.00	
8	30,000	FT	4543	TRACER WIRE 10 THIN SOLID COPPER	350.00	per 1000'
9	60	EA	4010	8" ACCESSORY MJ BOLT/GASKET ONLY	28.75	
10	150	EA	4011	8" ACCESSORY MJ BOLT/GASKET ONLY	33.00	
11	20	EA	4008	12" ACCESSORY MJ BOLT/GASKET ONLY	44.50	
12	10	EA	4016	6" ACCESSORY MJ "WITH" GLAND	25.25	
13	10	EA	4017	8" ACCESSORY MJ "WITH" GLAND	29.50	
14	5	EA	4316	6" DI GLAND RETAINER FORD#UFR1400D-D6 (SER 1400)	29.00	
15	5	EA	4317	8" DI GLAND RETAINER FORD#UFR1400-D6 (SER 1400)	44.50	
16	5	EA	4315	6" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES	26.50	
17	30	EA	4306	5" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	36.50	
18	100	EA	4307	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	54.25	
19	30	EA	4308	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	108.00	

CITY OF BENTONVILLE
 FORMAL WATER
 BLANKET BID
 COMPANY:

20	20	EA	4036	ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US		
21	20	EA	4035	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US		
22	10	EA	4036	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	799.95	
23	20	EA	4077	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	191.50	
24	6	EA	4074	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	170.75	
25	6	EA	4205	ELL 6" MJ DI FUSION BOND EPOXY COATED	167.75	
26	6	EA	4207	ELL 8" MJ DI FUSION BOND EPOXY COATED	240.50	
27	6	EA	4538	TEE ANCHOR 6X6X6 MJ DI EPOXY COATED FUSION BOND	271.50	
28	10	EA	4540	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	468.75	
29	15	EA	4539	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	402.50	
30	4	EA	4536	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	521.25	
31	4	EA	4537	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	557.50	
32	6	EA	4535	TEE 8X8X6 EPOXY COATED FUSION BOND	295.95	
33	4	EA	4522	TEE 12X12X12 EPOXY COATED FUSION BOND	747.50	
34	6	EA	4117	CAP 6" MJ DI EPOXY COATED FUSION BOND	66.95	
35	8	EA	4120	CAP 8" MJ DI EPOXY COATED FUSION BOND	102.25	
36	4	EA	4109	CAP 12" MJ DI EPOXY COATED FUSION BOND	194.50	
37	6	EA	4457	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	155.50	
38	6	EA	4487	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	145.50	
39	15	EA	4498	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	191.50	
40	6	EA	4493	SOLID SLEEVE 12"X12" MJ FUSION BONDED EXPOXY COATED WITHOUT ACC.	361.50	
41	300	EA	4360	18" BROOKS METER TILE #22HFX1802KS	42.00	

CITY OF BENTONVILLE
 FORMAL WATER
 BLANKET BID
 COMPANY:

42	200	EA	4384	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	28.50	
43	200	EA	4385	2-HOLD METER TILE LID FOR 18" BROOKS METER TILE	35.50	
44	100	EA	4391	30 X 36 LARGE METER TILE MID-STATES #MSP30X36	245.50	
45	100	EA	4392	30" METER TILE RING/LID TEXAS SPECIAL E.J.I.W.	204.00	
46	50	EA	4459	24" VALVE COVER EXTENSION TYLER #60 6850 SERIES	70.50	
47	50	EA	4558	18" VALVE COVER EXTENSION TYLER #59 6850 SERIES	69.50	
48	200	EA	4555	5-1/4 VALVE BOX COVER LID	16.75	
49	200	EA	4561	VALVE COVER TOP SHORT 10-T	41.50	
50	200	EA	4560	VALVE COVER BOTTOM SHORT 15-B	51.25	
51	200	EA	4563	VALVE COVER TOP TALL 16-T	61.50	
52	200	EA	4562	VALVE COVER BOTTOM TALL 24-B	66.50	
53	200	EA	4557	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	20.75	
54	200	EA	4556	VALVE BOX PAD FORMED CEMENT	30.00	
55	20	EA	4566	6" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	630.00	
56	25	EA	4567	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	1000.00	
57	6	EA	4564	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	1985.00	
58	4	EA	4571	6" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	880.00	
59	8	EA	4572	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	1295.00	
60	4	EA	4568	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	2970.00	
61	4	EA	4129	COMP. COUPLING 3" X 7" CI 6.90-7.22 S/B# 441-00000510-900	84.50	TEXARKANA MANUFACTURED ONLY
62	4	EA	4144	COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442-09850945-400	307.00	TEXARKANA MANUFACTURED ONLY
63	60	EA	4128	COMP. COUPLING 2" X 6" S/B# 525-23800-003	24.75	TEXARKANA MANUFACTURED ONLY

CITY OF BENTONVILLE
 FORMAL WATER
 BLANKET BID
 COMPANY:

64	48	EA	4475	SADDLE 6X1 CC D.S. FORD #F202-760X-CC4	36.25	
65	48	EA	4476	SADDLE 8X1 SS FORD #FC202-690-GC4	76.50	
66	48	EA	4478	SADDLE 6X2 SS FORD #FC202-690-IP7	82.50	
67	48	EA	4482	SADDLE 8X1 CC D.S. FORD #F202-979X-CC4	39.75	
68	90	EA	4483	SADDLE 8X1 SS FORD #FC202-905-CC4	87.50	
69	40	EA	4485	SADDLE 8X2 SS FORD #FC202-905-IP7	94.25	
70	30	EA	4481	SADDLE 12X1 CC D.S. FORD #F202-14.38X-CC4	61.25	
71	30	EA	4450	SADDLE 12X1 SS FORD #FC202-1320-CC4	110.25	
72	6	EA	4462	SADDLE 12X2 SS FORD #FC202-1320-IP7	124.00	
73	6	EA	4463	SADDLE 12X2 D.S. FORD #F202-1438-IP7	77.75	
74	8	EA	4358	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84-7.64	124.50	TEXARKANA MANUFACTURED ONLY
75	6	EA	4353	LEAK CLAMP 6X12-1/2 S/B #227-00069012-000 6.84-7.64	186.75	TEXARKANA MANUFACTURED ONLY
76	240	EA	4325	LEAK CLAMP 1/2 X 3 SS/FC GASKET S/B #244-00008403-000	25.25	
77	480	EA	4347	LEAK CLAMP 3/4 X 3 SS/FC GASKET S/B #244-010503-000	25.50	
78	6	EA	4141	COMP. COUPLING 6" S/B#442-07650722-400 PLASTIC TO AC 7.65-7.22	221.50	TEXARKANA MANUFACTURED ONLY
79	6	EA	4145	COMP. COUPLING TRANS 8" S/B#441-09850945-900 PLASTIC TO AC 9.06-9.45, 9.46-9.85 SHORT	136.50	TEXARKANA MANUFACTURED ONLY
80	6	EA	4146	COMP. COUPLING TRANS, 12" S/B#4411401350900 PLASTIC TO AC 13.20-13.50 14.21-14.40	228.50	TEXARKANA MANUFACTURED ONLY
81	50	EA	4573	WATER PLUG/PREDCO/FOSROC CEMENT 50LB. PAIL	60.00	
82	800	EA	4388	METER SET 5/8X3/4X7 WITHOUT CHECK B-2404F WITH H-14222N AND H-14227N or AY MC 720-207-WXLL 33 W/720-D3ASY & 720-Q3ASY	146.00	
83	50	EA	4386	METER SET 1 X 10 B-2404F WITH H-14222N AND H-14227N	245.00	
84	100	EA	4387	METER SET 2" VV77128-1177NL WITH BYPASS or AY MG 720-B712WVFF 775	993.50	

CITY OF BENTONVILLE
 FORMAL WATER
 BLANKET BID
 COMPANY:

85	100	EA	4031	ADAPTER MALE LF 1" MUELLER H-15428N or AY MC 74753Q 1		OR AY McDONALD EQUIVALENT
86	50	EA	4034	ADAPTER MALE LF 3/4" MUELLER H-15428N or AY MC 74753Q 3/4		OR AY McDONALD EQUIVALENT
87	100	EA	4033	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N or AY MC 74753Q 3/4X1	16.00	OR AY McDONALD EQUIVALENT
88	100	EA	4030	ADAPTER MALE LF 1" X 3/4" MUELLER H-15428N or AY MC 74753Q 1X3/4	16.00	OR AY McDONALD EQUIVALENT
89	100	EA	4032	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N or AY MC 74753Q 2	70.25	OR AY McDONALD EQUIVALENT
90	300	EA	4169	COUPLING LF 3/4" 110 COMP MUELLER H-15403N or AY MC 74758Q 3/4	18.00	OR AY McDONALD EQUIVALENT
91	300	EA	4168	COUPLING LF 1" 110 COMP MUELLER H-15403N or AY MC 74758Q 1	19.50	OR AY McDONALD EQUIVALENT
92	50	EA	4165	COUPLING GALV/PVC 3/4" FORD #C-45-33NL or AY MC 74758Q 55 3/4	21.50	OR AY McDONALD EQUIVALENT
93	50	EA	4166	COUPLING GALV/PVC 1" FORD #C-45-44NL or AY MC 74758Q 55 1	28.75	OR AY McDONALD EQUIVALENT
94	50	EA	4167	COUPLING GALV/PVC 3/4" X 1" FORD #C-45-43NL or AY MC 74758Q 55 3/4X1	24.00	OR AY McDONALD EQUIVALENT
95	50	EA	4172	COUPLING ST. 3/4" X 1" FORD #C-44-34NL or AY MC 74758-22 1X3/4	22.50	OR AY McDONALD EQUIVALENT
96	50	EA	4158	COUPLING 2" BRASS FORD C-44-77NL or AY MC 74758Q 2	100.00	OR AY McDONALD EQUIVALENT
97	50	EA	4383	METER CPLG. LF 5/8" 110 COMP - 5/8X3/4X3/4 MUELLER H-14227N or AY MC 720-Q3ASY	14.75	OR AY McDONALD EQUIVALENT
98	200	EA	4210	ELL LF 110 COMP. 1" MUELLER H-15526N or AY MC 74761Q 1	28.50	OR AY McDONALD EQUIVALENT
99	100	EA	4212	ELL LF 110 COMP. 3/4" MUELLER H-15526N or AY MC 74761Q 3/4	22.25	OR AY McDONALD EQUIVALENT
100	50	EA	4153	CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 3/4	22.25	OR AY McDONALD EQUIVALENT
101	600	EA	4152	CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 1	61.25	OR AY McDONALD EQUIVALENT
102	400	EA	4549	LI-BRANCH LF 1X3/4X7-1/2 MUELLER H-15563N or AY MC 7084QMI	46.75	OR AY McDONALD EQUIVALENT
103	200	EA	4554	VALVE BALL 2" FORD #B-11-777WNL or AY MC 76101 2	256.50	OR AY McDONALD EQUIVALENT
104	50	EA	4063	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	24.00	
105	50	EA	4067	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	18.00	
106	60	EA	4068	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	16.75	

CITY OF BENTONVILLE
 FORMAL WATER
 BLANKET BID
 COMPANY:

107	8	EA	4078	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	81.75	
108	8	EA	4585	WYE 8X8X8 GXG SDR-26 HEAVY WALL SEWER	150.00	
109	60	EA	4583	WYE 8X8X4 GXG SDR-26 HEAVY WALL SEWER	75.00	
110	6	EA	4584	WYE 8X8X5 GXG SDR-26 HEAVY WALL SEWER	86.00	
111	200	EA	4490	SEWER TAP SADDLE TEE 4" ROMAC INDS. #218-4804U	95.00	
112	50	EA	4370	MANHOLE RING/LID 250# 24A W.I.W./E.J.I.W./VULCAN	241.50	
113	50	EA	4368	MANHOLE EXTENSION 2" 23-1/2" NO FOREIGN MADE	84.50	
114	50	EA	4367	MANHOLE EXTENSION 4" 23-1/2" NO FOREIGN MADE	160.50	
115	50	EA	4368	MANHOLE EXTENSION 6" 23-1/2" NO FOREIGN MADE	241.00	
116	50	EA	4371	MANHOLE SEALANT 'RAIN-NECK' 3/4" COILS	75.00	9 per box, box qty only
117	30	EA	4369	MANHOLE LID ONLY 250# 24A W.I.W./E.J.I.W./VULCAN	104.25	
118	6	EA	4577	WYE 12"X12"X12" GXG HEAVY WALL SEWER	506.00	
119	6	EA	4578	WYE 12"X12"X4" GXG HEAVY WALL SEWER	258.00	
120	6	EA	4060	BEND 12" 90 ELL GXG HEAVY WALL SEWER	335.00	
121	6	EA	4057	BEND 12" 45 SDR-23 GXG HEAVY WALL SEWER	250.00	
122	6	EA	4059	BEND 12" 22-1/2" SDR-26 GXG HEAVY WALL SEWER	237.00	



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PURCHASING DEPARTMENT
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APPENDIX B

ADDITIONAL TERMS & CONDITIONS

CITY OF BENTONVILLE
INVENTORY CONTROL WAREHOUSE
AMY BLOOD
501 SW 28th St
BENTONVILLE, AR 72712

PLEASE READ CAREFULLY

1. A quick delivery of the items awarded to your company is a must. After the first initial shipment has been received, the vendor is required to keep projected minimum quantities in their inventory for additional orders of the item rewarded and must ship within 5 working days after receipt of a purchase order.
2. The vendor certifies that they will make delivery of the items they are awarded within the time frame outlined in the bid. Delivery time required may be taken into consideration in the award of this contract.
3. Final inspection and acceptance or rejection will be made after delivery. Items rejected because of non-conformance shall be removed and replaced immediately with those which meet specifications, all at the expense of the successful bidder. All cost incurred with testing items that do not meet specifications shall be paid by the successful bidder.
4. In case of default of the successful bidder in making deliveries as per the contract, the city of Bentonville may procure the articles of services from other sources and hold the successful bidder responsible for all excess cost occasioned thereby. The bidder's record as to satisfactory performance under previous contracts will be considered a factor in making awards and retention on the bid lists.
5. Material quality, time of performance, probability of performance and location of bidder will be factors in awarding of all contracts.
6. All quantities on the formal bid are projections only and may vary accordingly, and will in no way obligate the city of Bentonville to purchase said quantities.
7. Prices quoted shall be firm and shall be effective from January 1st – July 31st 2022. This is a 6 month blanket bid. Quantity projections are based on a period of 1 year of purchasing.
8. The city reserves the right to reject any and all bids or parts.
9. Prices must be itemized. The city reserves the right to award by item or vendor. Provide pricing based on the appropriate unit of measure listed on the quote sheets.
10. Use city of Bentonville quote sheets only.
11. All bids must be FOB Bentonville and include all costs of delivery and packaging.
12. All bids must be signed. Unsigned bids will not be considered.
13. Indicate bid item and number on the outside of envelope.
14. Late bids will not be considered under any circumstance.
15. Availability on materials is a deciding factor.
16. Quote part number listed on the bid form. If item does not have the note of "no sub", bidder can quote an "equivalent item" as long as the following guidelines are met:
 - a. Bidder required to submit a material catalog sheet of the equivalent item with the bid. Catalog sheet shall be clearly marked with applicable ratings and part number that bidder is proposing.
 - b. If bidder is successful low bid, catalog sheet will be reviewed by Engineering to determine if the submitted item is equivalent to our standards.
 - c. Absence of a catalog sheet for an equivalent item will result in a non-evaluation of that item
 - d. Clearly identify the equivalent part number on the bid form in the space provided.
17. If item is listed as NO SUB, no alternatives will be considered.
18. For further information, contact Amy Blood at (479) 271-3145.



CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

APPENDIX C

VENDOR/CONTRACTOR DISCLOSURE REQUIRED RESPONSE DOCUMENT



Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Ferguson Waterworks

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

Immediate Relation includes:

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

OR

☒ Check this box if you there are no applicable relationships to disclose.

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 within 30 days of change of circumstance.**

JR Initials

10:50:36 JAN 24 2022

Page 1 of 3

FEL - AROK WATERWORKS #1318

Price Quotation

Phone: 479-927-1688

Fax: 479-927-2718

Bid No: B385016
Bid Date: 01/12/22
Quoted By: JXR

Cust Phone: 479-271-3116
Terms: NET 10TH PROX

Customer: CITY OF BENTONVILLE
CITY WAREHOUSE
117 W CENTRAL
BENTONVILLE, AR 72712

Ship To: CITY OF BENTONVILLE
CITY WAREHOUSE
117 W CENTRAL
BENTONVILLE, AR 72712

Cust PO#: 2022 ANNUAL

Job Name:

Item	Description	Quantity	Net Price	UM	Total
MA423LAOLM	5-1/4 VO A423 HYD 3'0 BURY OL L/A	3	2180.000	EA	6540.00
MA423LAOLN	5-1/4 VO A423 HYD 3'6 BURY OL L/A	3	2235.000	EA	6705.00
MA423LAOLPBNTV	5-1/4 A423 HYD 4'0 OL L/A SAYE BNTV	3	2288.000	EA	6864.00
MA423LAOLRBNTV	5-1/4 A423 HYD 4'6 OL L/A SAYE BNTV	3	2341.000	EA	7023.00
MA423LAOLSBNTV	5-1/4 A423 HYD 5'0 OL L/A SAYE BNTV	3	2394.000	EA	7182.00
MA423LAOLT	5-1/4 VO A423 HYD 5'6 BURY OL L/A	3	2447.000	EA	7341.00
MA423LAOLNUBNTV	5-1/4 A423 HYD 6'0 OL L/A SAYE BNTV	2	2500.000	EA	5000.00
TW10SLDTHHNBL500	10GA SLD COP THHN WIRE BLUE 500	30000	350.000	M	10500.00
DMJBGPU	DOM 6 MJ BLT & GSKT PK L/ GLAND	60	28.750	EA	1725.00
DMJBGPX	DOM 8 MJ BLT & GSKT PK L/ GLAND	150	33.000	EA	4950.00
DMJBGP12	DOM 12 MJ BLT & GSKT PK L/ GLAND	20	44.500	EA	890.00
DMJAPU	DOM 6 MJ C153 ACC PK	10	25.250	EA	252.50
DMJAPX	DOM 8 MJ C153 ACC PK	10	29.500	EA	295.00
FUFR1400D6U	6IN UFR1400-D-U RESTRAINER	5	29.000	EA	145.00
FUFR1400D8U	8IN UFR1400-D-U RESTRAINER	5	44.500	EA	222.50
E110600	6 MEGALUG F/ DI	5	26.500	EA	132.50
FUFR15006U	6IN UFR1500-U CIRCLE LCK	30	36.500	EA	1095.00
FUFR15008U	8IN UFR1500-U CIRCLE LCK	100	54.250	EA	5425.00
FUFR150012U	12IN UFR1500-U CIRCLE LCK	30	108.000	EA	3240.00
DMJELSSHALAU13	6X13 SWLXSOL C153 HYD ADPT EPOX ASSY	20	192.500	EA	3850.00
DMJELSSHALAX12	8X12 SWLXSOL C153 HYD ADPT EPOX ASSY	20	274.750	EA	5495.00
DFBELSSHA1213	12X13 SWVL HYD ADPT EPOX C110	10	799.950	EA	7999.50
DMJEL4LAX	DOM 8 MJ 45 C153 BEND EPOX	20	191.500	EA	3830.00
DMJEL1LAX	DOM 8 MJ 11-1/4 C153 BEND EPOX	6	170.750	EA	1024.50
DMJEL9LAX	DOM 8 MJ 90 C153 BEND EPOX	6	240.500	EA	1443.00
DMJEL9LAU	DOM 6 MJ 90 C153 BEND EPOX	6	167.750	EA	1006.50
DMJELSTALAU	DOM 6 MJXSWL C153 TEE EPOX ASSY	6	271.500	EA	1629.00
DMJELSTALAX	DOM 8 MJXSWL C153 TEE EPOX ASSY	10	468.750	EA	4687.50
DMJELSTALAXU	DOM 8X6 MJXSWL C153 TEE EPOX ASSY	15	402.500	EA	6037.50
DMJELSTALA12U	DOM 12X6 MJXSWL C153 TEE EPOX ASSY	4	521.250	EA	2085.00
DMJELSTALA12X	DOM 12X8 MJXSWL C153 TEE EPOX ASSY	4	557.500	EA	2230.00
DMJELTLAXU	DOM 8X6 MJ C153 EPOX TEE	6	295.950	EA	1775.70
DMJELTLA12	DOM 12 MJ C153 EPOX TEE	4	747.500	EA	2990.00
DMJELSCLAU	DOM 6 MJ C153 CAP SLD EPOX	6	66.950	EA	401.70
DMJELSCLAX	DOM 8 MJ C153 CAP SLD EPOX	8	102.250	EA	818.00
DMJELSCLA12	DOM 12 MJ C153 CAP SLD EPOX	4	194.500	EA	778.00

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<https://survey.mediagig.com/?bidsorder&fc=1318&on=16062>



Fax: 479-927-2718

10:50:36 JAN 24 2022

Reference No: B385016

Item	Description	Quantity	Net Price	UM	Total
DMJELRLAXU	DOM 8X6 MJ C153 RED EPOX	6	155.500	EA	933.00
DMJELSSLAU12	DOM 6X12 MJ C153 LONG SLV SLD EPOX	6	145.500	EA	873.00
DMJELSSLAX12	DOM 8X12 MJ C153 LONG SLV SLD EPOX	15	191.500	EA	2872.50
DMJELSSLA1212	DOM 12X12 MJ C153 LONG SLV SLD EPOX	6	361.500	EA	2169.00
C22002001	18 RND PLAS BLAC MTR BX BDY ONLY	300	42.000	EA	12600.00
E32197099	2 TR1 BIG NL WTR MTR CVR	200	28.500	EA	5700.00
E32197200	DUAL TR CI MTR LID	200	35.500	EA	7100.00
E38003036	30X36 MID-STATES MTR BX	100	245.500	EA	24550.00
E32243200	*CVR* 5P DIP MTR RING FOR MSP MTR B	100	122.500	EA	12250.00
E32143001	5 TEXAS SPEC WTR MTR CVR	100	81.500	EA	8150.00
DVBEXT60	24 VLV BX EXT SCRWB 60 DOM	50	70.500	EA	3525.00
DVBEXT59	18 VLV BX EXT SCRWB 59 DOM	50	69.500	EA	3475.00
DVBLIDW	TYLER VLV BX LID WTR DOM	200	16.750	EA	3350.00
DVBSTS10	10 SC VLV BX TOP DOM	200	41.500	EA	8300.00
DVBSBS15	DOM 15 SC VLV BX BOT SECT	200	51.250	EA	10250.00
DVBSBS16	16 HD SC VLV BX TOP SECT DOM	200	61.500	EA	12300.00
DVBSBS24	24 SC FLR VLV BX BTM SEC DOM	200	66.500	EA	13300.00
TRSR214	5-1/4X2-1/4 VLV BX CI RSR	200	20.750	EA	4150.00
GWU1000	25 RND CNCRT VLV PAD	200	30.000	EA	6000.00
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	20	630.000	EA	12600.00
AFC2508MMLAOL	8 DI MJ RW OL GATE VLV L/A	25	1000.000	EA	25000.00
AFC2512MMLAOL	12 DI MJ RW OL GATE VLV L/A	6	1985.000	EA	11910.00
AFC2506TMLAOL	6 DI MJ RW OL TAPN VLV L/A	4	880.000	EA	3520.00
AFC2508TMLAOL	8 DI MJ RW OL TAPN VLV L/A	8	1295.000	EA	10360.00
AFC2512TMLAOL	12 DI MJ RW OL TAPN VLV L/A	4	2970.000	EA	11880.00
S44100000510900	4 OMNI CAST COUP 4.80-5.10	4	84.500	EA	338.00
S44209850945400	8X12 OMNI COUP 9.46-9.85 9.05-9.45	4	307.000	EA	1228.00
S52500023800003	2 Z/PLT COMP COUP	60	24.750	EA	1485.00
FF202760CC4	6X1 CC DBL STRP SDL DI AC	48	36.250	EA	1740.00
FFC202690CC4	6X1 CC DBL SS EPOX SDL PVC DI	48	76.500	EA	3672.00
FFC202690IP7	6X2 IP DBL SS EPOX SDL PVC DI	48	82.500	EA	3960.00
FF202979CC4	8X1 CC DBL STRP SDL DI AC	67	39.750	EA	2663.25
FFC202905CC4	8X1 CC DBL SS EPOX SDL PVC DI	90	87.500	EA	7875.00
FFC202905IP7	8X2 IP DBL SS EPOX SDL PVC DI	40	94.250	EA	3770.00
FF2021438CC4	12X1 CC DBL STRP SDL DI AC	30	61.250	EA	1837.50
FFC2021320CC4	12X1 CC DBL SS EPOX SDL PVC DI	30	110.250	EA	3307.50
FFC2021320IP7	12X2 IP DBL SS EPOX SDL PVC DI	6	124.000	EA	744.00
FF2021438IP7	12X2 IP DBL STRP SDL DI AC	6	77.750	EA	466.50
S22700069007000	6X7-1/2 2B REP CLP 6.84-7.64	8	124.500	EA	996.00
S22700069012000	6X12-1/2 2B REP CLP 6.84-7.64	6	186.750	EA	1120.50
S24400008403000	1/2X3 FC REDI-CLAMP .84	240	25.250	EA	6060.00
S24400010503000	3/4X3 FC REDI-CLAMP 1.05	480	25.500	EA	12240.00
S44207650722400	6X12 OMNI COUP 7.25-7.65 6.90-7.22	6	221.500	EA	1329.00
S44100000945900	8 OMNI CAST COUP 9.05-9.45	6	136.500	EA	819.00
S44114401350900	12 OMNI COUP 14.21-14.4/13.20-13.5	6	228.500	EA	1371.00
SQP35	35 LB QSR PATCHING	50	60.000	EA	3000.00
SP-5/8X3/4METERSET	5/8X3/4 BVILLE MTR SET	800	146.000	EA	116800.00
SP-1" METERSET	1" BVILLE MTR SET	50	245.000	EA	12250.00
FVV7712B1177NL	LF 2 FIP LINE SETTER	100	993.500	EA	99350.00
MH15428NG	LF 1 CTS COMP X MIP COUP	100	17.500	EA	1750.00
MH15428NF	LF 3/4 CTS COMP X MIP COUP	50	14.750	EA	737.50
MH15428NFG	LF 3/4X1 CTS COMP X MIP COUP	100	16.000	EA	1600.00
MH15428NGF	LF 1X3/4 CTS COMP X MIP COUP	100	16.000	EA	1600.00
MH15428NK	LF 2 CTS COMP X MIP COUP	100	70.250	EA	7025.00
MH15403NF	LF 3/4 CTS COMP UNION	300	18.000	EA	5400.00
MH15403NG	LF 1 CTS COMP UNION	300	19.500	EA	5850.00
FC4533NL	LF 3/4 CTS COMP X IPS COMP COUP	50	21.500	EA	1075.00
FC4544NL	LF 1 CTS X IPS COMP COUP	50	28.750	EA	1437.50
FC4543NL	LF 1 CTS COMP X 3/4 IPS COMP COUP	50	24.000	EA	1200.00



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Fax: 479-927-2718

10:50:36 JAN 24 2022

Reference No: B385016

Item	Description	Quantity	Net Price	UM	Total
FC4434NL	LF 3/4X1 CTS X CTS COMP COUP	50	22.500	EA	1125.00
FC4477NL	LF 2 CTS X CTS COMP COUP	50	100.000	EA	5000.00
MH14227NEFF	LF 5/8X3/4X3/4 MTR YOKE COUP	50	14.750	EA	737.50
MH15526NG	LF 1 CTS COMP 90 ELL	200	28.500	EA	5700.00
MH15526NF	LF 3/4 CTS COMP 90 ELL	100	22.250	EA	2225.00
MB25008NF	LF 3/4 CC X CTS COMP BALL CORP ST	50	46.500	EA	2325.00
MB25008NG	LF 1 CC X CTS COMP BALL CORP ST	600	61.250	EA	36750.00
MH15363NGF712	LF 1X3/4X7-1/2 CTS X MIP U BRCH	400	46.750	EA	18700.00
FB11777WNL	LF 2 FIP X FIP BALL CURB ST LW	200	256.500	EA	51300.00
MUL067304	4 PVC HW SWR GXG 22-1/2 ELL	50	24.000	EA	1200.00
MUL067324	4 PVC HW SWR GXG 45 ELL	50	18.000	EA	900.00
MUL067374	4 PVC HW SWR GXG 45 ELL	60	16.750	EA	1005.00
MUL067328	8 PVC HW SWR GXG 45 ELL	8	81.750	EA	654.00
MUL067208	8 PVC HW SWR GXG WYE	8	150.000	EA	1200.00
MUL067228	8X4 PVC HW SWR GXG WYE	60	75.000	EA	4500.00
MUL067248	8X6 PVC HW SWR GXG WYE	6	86.000	EA	516.00
RCB4804UN	4X6-12 SWR SDL 4.20-4.80	200	95.000	EA	19000.00
SP-E001348SET	1348 RNG & CVR	50	241.500	EA	12075.00
E00134813	1348Z1 5-3/4 UND RNG	50	137.250	EA	6862.50
DMH250235K	2 RSR F/ 23-1/2 M/HOLE	50	84.500	EA	4225.00
DMH250235P	4 RSR F/ 23-1/2 M/HOLE	50	160.500	EA	8025.00
DMH250235U	6 RSR F/ 23-1/2 M/HOLE	50	241.000	EA	12050.00
HRN103885	3/4X14-1/2 FT RAM NEK COILS 9/BX	50	75.000	EA	3750.00
E00134865	1348A2 UND CPH2 #48 SAN SWR CVR	30	104.250	EA	3127.50
MUL067253	12 PVC HW SWR GXG WYE	6	506.000	EA	3036.00
MUL067256	12X4 PVC HW SWR GXG WYE	6	258.000	EA	1548.00
MUL067350	12 PVC HW SWR GXG 90 ELL	6	335.000	EA	2010.00
MUL067331	12 PVC HW SWR GXG 45 ELL	6	250.000	EA	1500.00
MUL067311	12 PVC HW SWR GXG 22-1/2 ELL	6	237.000	EA	1422.00

Net Total: \$869291.65
Tax: \$82582.86
Freight: \$0.00
Total: \$951874.51

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-39 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



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Waiver of Bid Request

Date of City Council Meeting	2/8/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-3145

Vendor	Holophane Lighting
Total Cost	\$2,639,160.00
Description of Purchase <i>(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):</i>	
All decorative lighting poles and fixtures within the City of Bentonville.	

Justification <i>(Enter justification in space below):</i>
Holophane is the sole source provider for the City's standard/approved lighting systems (decorative fixtures and poles) and therefore competitive bidding is neither feasible or practical.



MEMORANDUM

DATE: February 8, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Decorative Lighting - Holophane

The City of Bentonville recommends waiver the bid for decorative lighting in the total amount of \$2,639,160.00, plus applicable taxes. City of Bentonville's standardized approved lighting.

Holophane Ornamental Lighting in the amount of \$2,639,160.00 (plus tax)

This waiver is for one year, February-December 2022. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
POLES						
1	300	BEN-1745	WDA 12 F5J 17D C03 BK LAB	Wadworth, 12', 5" Fluted, Cast Aluminum, Black	\$ 1,115.00	\$ 334,500.00
2	15	BEN-1742	NYA 12 F5J 17D C03 BK LAB	North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 1,260.00	\$ 18,900.00
3	15	BEN-1737	CHA 12 F5J 16D C03 BK LAB	Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,270.00	\$ 19,050.00
4	10	BEN-1794	WDA 12 SL4 17D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,158.00	\$ 11,580.00
5	5	BEN-1793	WDA 12 SL4 17D C03 BK LAB RF60A ASSY10023	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK	\$ 1,181.00	\$ 5,905.00
6	5	BEN-1792	WDA 08 SL4 17D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE 8' TALL, 3"X3" TENON, 17" DIAMETER BASE. FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 985.00	\$ 4,925.00
7	5	BEN-1791	CHA 12 SL4 12D PLN BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE. FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,195.00	\$ 5,975.00
8	5	BEN-1790	CHA 12 SL4 12D C03 BK LAB	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE. FINISHED HOLOPHANE BLACK.	\$ 1,195.00	\$ 5,975.00
9	10	BEN-1740	FTA30E1-P9-BK-R	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK;	\$ 4,095.00	\$ 40,950.00
10	10	BEN-1518	FTA30E1-P9-BK	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK;	\$ 4,096.00	\$ 40,960.00
11	10	BEN-2096	WDA 12 F5J 17D G12 BK LAB	WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER. BASE. FINISHED HOLOPHANE BLACK. TYPICALLY USED WITH HALLBROOK	\$ 1,115.00	\$ 11,150.00
12	10	BEN-1718	RTS3066BP2NDGR	30FT, 6.6 x 2.4 x 11 Gauge Wall, Tenon 2.38O.D. X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts.	\$ 1,209.00	\$ 12,090.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
13	10	BEN-1242	CLS 22 FTB 24D C03 BK LAB RP252A ASSY10024	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"x3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.	\$ 3,324.00	\$ 33,240.00
14	300	BEN-1738	CLS 22 FTB 24D C09 BK LAB	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"x9" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS	\$ 3,300.00	\$ 990,000.00
15	50	BEN-1243	C26CSBU055A	COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE: 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #FTA30EIF1U931C	\$ 2,051.00	\$ 102,550.00
FIXTURES						
16	300	BEN-1584	GVD3 P40 40K MVOLT MS GL3LU BK PR7 PCLL	Granville LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Symmetric Lunar Optic Type V, No Trim, No Finial, No Trim and Clear or No Finial, NEMA Twistlock Photocontrol Receptacle, Extended Lift Option with AS (120-277 V only)	\$ 862.00	\$ 258,600.00
17	300	BEN-2255	MGLEDM P5 40K MVOLT MR VH BK SD PR7 PCLL	MONGOOSE FIXTURE: LED MEDIUM (MGLEDM) 28,900 LUMENS, 4000K CCT, AUTO-SENSING VOLTAGE (120 THRU 277), MEDIUM ROADWAY, VERTICAL TENON/HORIZONTAL ARM, VITRACOAST SDR BLACK , 7 PIN, NEMA PHOTOCONTROL RECEPTACLE, DLL PHOTOCONTROL.	\$ 889.00	\$ 266,700.00
18	10	BEN-1600	GSLB3 P40 40K MVOLT SC3 NPT BK PR7 PCLL	Hallbrook(R) GlasWerks II (GS) : GS,LED Multivolt 120, 208, 240, 277V Factory wired for 240V Only. UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 1,578.00	\$ 15,780.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
19	10	BEN-2093	GVD3 P40 40K MVOLT GL3LU BK RB ST TGL PR7 PCLL	Utility Granville (GVU) : Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only,Black,Lunar Optics Asymmetric, IES Type III Distribution,Ribs and Bands,Painted Cast Aluminum Standard, Gold ,NEMA twistlock photocontrol receptacle,Protected Starter	\$ 1,111.00	\$ 11,110.00
20	10	BEN-1927	GVD3 P40 40K MVOLT MS GL3LU BK SY ST TBK PR7 PCLL	Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, LED, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 1,173.00	\$ 11,730.00
21	10	BEN-2092	ARUE2 P40 40K MVOLT GL3BK SK PR7 PCLL	Utility Arlington (ARU) : ARU, LED, Mvolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, Asymmetric Glass Refractor, Spike Finial, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 1,423.00	\$ 14,230.00
22	30	BEN-1939	MPL2 TG3 BK SS	TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK	\$ 340.00	\$ 10,200.00
23	30	BEN-1676	MRL2 P40S 40K MVOLT TG3 NPT BK PR7 PCLL	MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, LED, MULTI-TAP WIRED TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL	\$ 1,434.00	\$ 43,020.00
ARMS						
24	200	BEN-1036	WLDF NPT15S BK	ARM LEVELING FITTER: WEST LIBERY DECORATIVE ARM FITTER, SPLIT 2" NOMINAL PIPE, SWIVEL, CAST ALUMINUM, BLACK	\$ 171.00	\$ 34,200.00
25	10	BEN-1227	CSC 15IN 2A TN BK	Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180),CA,Black	\$ 585.00	\$ 5,850.00
26	10	BEN-1234	CCA 15IN 2A TN BK	Cleveland Series Crossarm (C): C30 (Two at 180),CA, Black	\$ 750.00	\$ 7,500.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
27	10	BEN-1038	WLC 72IN 2A TN BK	WLC144/2CABKHWC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180, Cast Aluminum, Black. REQUIRES A 3"X9" TENON	\$ 1,451.00	\$ 14,510.00
28	300	BEN-2239	WLC 48IN 1A TN BK	ARM WLC SERIES, ROADWAY ARM 48" ONE WAY ARM, CAST ALUM, BLACK, REQUIRES A 3" X 9" TENON	\$ 802.00	\$ 240,600.00
29	60	BEN-1039	WLC 72IN 1A TN BK	WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 72" Roadway One Way Arm, Cast Aluminum, Black REQUIRES A 3"X9" TENON	\$ 1,106.00	\$ 66,360.00
List of misc. LED fixtures in this section - 12 items						
30	10	BEN-2259	MGLEDMLTS GRSD	LIGHT TRESSPASS SHIELD GRAY	\$ 52.00	\$ 520.00
31	10	BEN-2260	MGLEDMHSS	HOUSE SIDE SHIELD	\$ 50.00	\$ 500.00
					\$ 2,639,160.00	

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF ORNAMENTAL LIGHTING FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED TWO MILLION SIX HUNDRED THIRTY NINE THOUSAND ONE HUNDRED AND SIXTY DOLLARS (\$2,639,160.00) PLUS APPLICABLE TAXES, WITH HOLOPHANE LIGHTING, FOR THIS PURCHASE, AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Inventory Department requires a standardized provider for ornamental light fixtures for existing and new development within the City of Bentonville;

WHEREAS, Holophane Lighting is the sole provider for the standardized ornamental lighting fixtures in the area and, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Holophane Lighting for the purchase of ornamental lighting for the Bentonville Inventory Department, in an amount not to exceed two million six hundred thirty nine thousand one hundred and sixty dollars (\$2,639,160.00) plus applicable taxes;

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of ornamental lighting fixtures for the Bentonville Inventory Department.

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Waiver of Bid Request

Date of City Council Meeting	2/8/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-3145

Vendor	Mueller Systems, LLC
Total Cost	\$650,153.52

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):*

Electric Meters of all sizes.

Justification *(Enter justification in space below):*

Mueller Systems is the single source supplier of electric meters. The meters will be ordered on an as needed basis for 2022.



MEMORANDUM

DATE: February 8, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Mueller electric meters**

Mueller Systems, Inc. is the single source supplier of electric meters. The meters will be ordered on an as needed basis for 2022.

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

ITEM NO.	QUANTITY	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	2,000	EA.	1796	SMARTMETER 2S FOCUS ENERGY ONLY #MSE-SMFS-2S-B001	\$183.00	\$366,000.00
2	240	EA.	1002	SMARTMETER 2SE CLASS 320 240V #MSE-SHF-2SE-P	\$404.25	\$97,020.00
3	8	EA.	1798	SMARTMETER 3S PLASTIC 120V ENERGY ONLY #MSE-SHF-3S-P	\$423.71	\$3,389.68
4	48	EA.	1810	SMARTMETER L&G C&I 9S PLST ENERGY W/DEMAND #MSE-CHS-9S-P	\$673.83	\$32,343.84
5	32	EA.	1808	SMARTMETER L&G C&I 16S PLST ENERGY W/DEMAND #MSE-CHS-16S-P	\$673.83	\$21,562.56
6	92	EA.	1800	SMARTMETER C&I 16SE PLSTC ENERGY W/DEMAND #MSE-CHS-16SE-P	\$783.30	\$72,063.60
7	92	EA.	1806	SMARTMETER H L&G 12S PLSTC ENERGY #MSE-NHF-12S-P	\$501.90	\$46,174.80
8	8	EA.	1805	SMARTMETER H C&I 12SE PLSTC ENERGY W/DEMAND #MSE-CHS-12SE-P	\$974.45	\$7,795.60
9	16	EA.	1809	SMARTMETER L&G C&I 4S/5S PLST ENERGY W/DEMAND #MSE-CHS-5S-P	836.73.	\$0.00
10	8	EA.	1799	SMARTMETER 4S CLASS 20 240V #MSE-SHF-4S-P	\$475.43	\$3,803.44
						\$650,153.52

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF ELECTRIC METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED SIX HUNDRED FIFTY THOUSAND ONE HUNDRED FIFTY THREE DOLLARS AND FIFTY TWO CENTS (\$650,153.52) PLUS APPLICABLE TAXES, WITH MUELLER SYSTEMS, FOR THIS PURCHASE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires standardized electric meters in order to meet required specifications;

WHEREAS, Mueller is the sole provider for the standardized electric meters in the State of Arkansas, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Mueller Systems for the purchase of electric meters for the Bentonville Inventory Department in an amount not to exceed six hundred fifty thousand one hundred fifty three dollars and fifty two cents (\$650,153.52), plus applicable taxes;

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of electric meters for the Bentonville Inventory Department.

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479 271-3145

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for water meters per the City of Bentonville's specifications in the amount of \$309,444.00, plus applicable taxes. This is a 'Single Source' item in the State of Arkansas.					

Estimated Cost	\$309,444.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



www.bentonvillear.com
PLEASE RECYCLE





Waiver of Bid Request

Date of City Council Meeting	2/8/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-3145

Vendor	Mueller Systems, LLC
Total Cost	\$309,444.00
Description of Purchase <i>(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):</i>	
All water meters smaller than a 2" size.	

Justification <i>(Enter justification in space below):</i>
With the current metering system, Mueller is the single source supplier of water meters. The meters will be ordered on an as needed basis for 2022.



MEMORANDUM

DATE: February 8, 2022

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Mueller Water Meters

Mueller is the single source supplier of all water meters smaller than 2". The meters will be ordered on an as needed basis for 2022.

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

MUELLER WATER METERS 2022

ITEM NO.		UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	1,000	EA.	4377	METER 5/8 X 3/4 420B, BB, SSR, 5' NODE VOGB237 (with V4 NODES)	\$251.45	\$251,450.00
3	50	EA.	4375	METER 1" 452, IB, SSR, 5' NODE VOKS137 (with V4 NODES)	\$357.38	\$17,869.00
4	300	EA.	4586	MOUNTING KIT MI.NET TTL MS-TTL-A	\$16.05	\$4,815.00
5	300	EA.	4399	NODE ONLY 3' WIRE MSW-NODE6-05 (with V4 NODES)	\$117.70	\$35,310.00
						\$309,444.00

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF CERTAIN WATER METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED THREE HUNDRED NINE THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS (\$309,444.00) PLUS APPLICABLE TAXES, WITH MUELLER SYSTEMS, FOR THIS PURCHASE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires standardized water meters in order to meet required specifications;

WHEREAS, Mueller is the sole provider for the standardized water meters sized below two (2) inches in the State of Arkansas, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Mueller Systems for the purchase of water meters for the Bentonville Inventory Department in an amount not to exceed three hundred nine thousand four hundred forty four dollars (\$309,444.00), plus applicable taxes;

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of water meters for the Bentonville Inventory Department.

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Waiver of Bid Request

Date of City Council Meeting	2/8/2022
Department	Inventory Control
Submitted by	Travis Matlock
Phone	479-271-3145

Vendor	Core and Main, LP
Total Cost	\$186,350.00
Description of Purchase <i>(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):</i>	
All water meters including 2" and larger.	

Justification <i>(Enter justification in space below):</i>
With the current metering system, Core and Main is the single source supplier of Sensus water meters Arkansas. The meters will be ordered on an as needed basis for 2022.



MEMORANDUM

DATE: February 8, 2022

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Electric Utility Director

RE: **Sensus Water Meters**

Core and Main is the single source supplier of Sensus water meters 2" and larger. The meters will be ordered on an as needed basis for 2022.

Jim Grillo
Sensus USA, Inc
Mid-West Director of Sales
612-867-3283
jim.grillo@xyleminc.com



August 30, 2021

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Core & Main – Arkansas** is the exclusive Authorized Distributor of Sensus products and a Value Added Reseller (VAR) for Sensus Services such as SaaS in your area in the state of Arkansas.

Please contact your Core & Main representative for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xyleminc.com regarding this or any other matter.

Respectfully,



James C. Grillo
Mid-West Director of Sales
Sensus USA, Inc

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

SENSUS WATER METERS 2022

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
1	100	EA	4002	2" T2 OMNI METER T21G1BA	\$908.00	\$90,800.00
2	1	EA	4004	3" T2 OMNI METER T31G1BA	\$1,132.50	\$1,132.50
3	2	EA	4376	4" T2 OMNI METER T41G1AA	\$2,204.75	\$4,409.50
4	1	EA	4007	6" T2 OMNI METER T61G1AA	\$3,969.25	\$3,969.25
5	1	EA		8" T2 OMNI METER T81G1AA	\$6,736.10	\$6,736.10
6	1	EA		10" T2 OMNI METER TA1G1AA	\$8,782.50	\$8,782.50
7	5	EA	4001	2" T2 DROP ASSEMBLY T29G1BA	\$725.00	\$3,625.00
8	1	EA	4003	3" T2 DROP ASSEMBLY T39G1BA	\$847.00	\$847.00
9	2	EA	4005	4" T2 DROP ASSEMBLY T49G1AA	\$853.10	\$1,706.20
10	2	EA	4006	6" T2 DROP ASSEMBLY T69G1AA	\$1,600.00	\$3,200.00
11	1	EA		8" T2 DROP ASSEMBLY T89G1AA	\$2,067.00	\$2,067.00
12	1	EA		10" T2 DROP ASSEMBLY TA9G1AA	\$2,067.00	\$2,067.00
						\$129,342.05

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

SENSUS WATER METERS 2022

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
13	1	EA	F2CG1BA	2" F2 OMNI METER	\$1,425.25	\$1,425.25
14	1	EA	NA	3" F2 OMNI METER		
15	1	EA	F4CG1AA	4" F2 OMNI METER	\$6,309.30	\$6,309.30
16	1	EA	F6CG1AA	6" F2 OMNI METER	\$9,065.85	\$9,065.85
17	1	EA	FA8CG1AA	8" F2 OMNI METER	\$12,570.00	\$12,570.00
18	1	EA	FACG1AA	10" F2 OMNI METER	\$17,982.25	\$17,982.25
19	1	EA	F29G1BA	2" F2 DROP ASSEMBLY		
20	1	EA	NA	3" F2 DROP ASSEMBLY		
21	1	EA	F49G1AA	4" F2 DROP ASSEMBLY	\$1,527.00	\$1,527.00
22	1	EA	F69G1AA	6" F2 DROP ASSEMBLY	\$2,340.30	\$2,340.30
23	1	EA	F89C1AA	8" F2 DROP ASSEMBLY	\$2,894.00	\$2,894.00
24	1	EA	FA9G1AA	10" F2 DROP ASSEMBLY	\$2,894.00	\$2,894.00

\$57,007.95

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF CERTAIN WATER METERS FOR THE BENTONVILLE INVENTORY DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED FIFTY DOLLARS (\$186,350.00) PLUS APPLICABLE TAXES, WITH CORE AND MAIN, FOR THIS PURCHASE, AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville requires standardized water meters in order to meet required specifications;

WHEREAS, Core and Main is the sole provider for the standardized two (2) inch and larger Sensus water meters in the State of Arkansas, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Core and Main for the purchase of standardized two (2) inch and larger water meters for the Bentonville Inventory Department in an amount not to exceed one hundred eighty six thousand three hundred and fifty dollars (\$186,350.00), plus applicable taxes;

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of water meters for the Bentonville Inventory Department.

Section 4: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating Street Right of Way requested by CEI Engineering for NE F Street at Enfield Road (VAC21-0032).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	

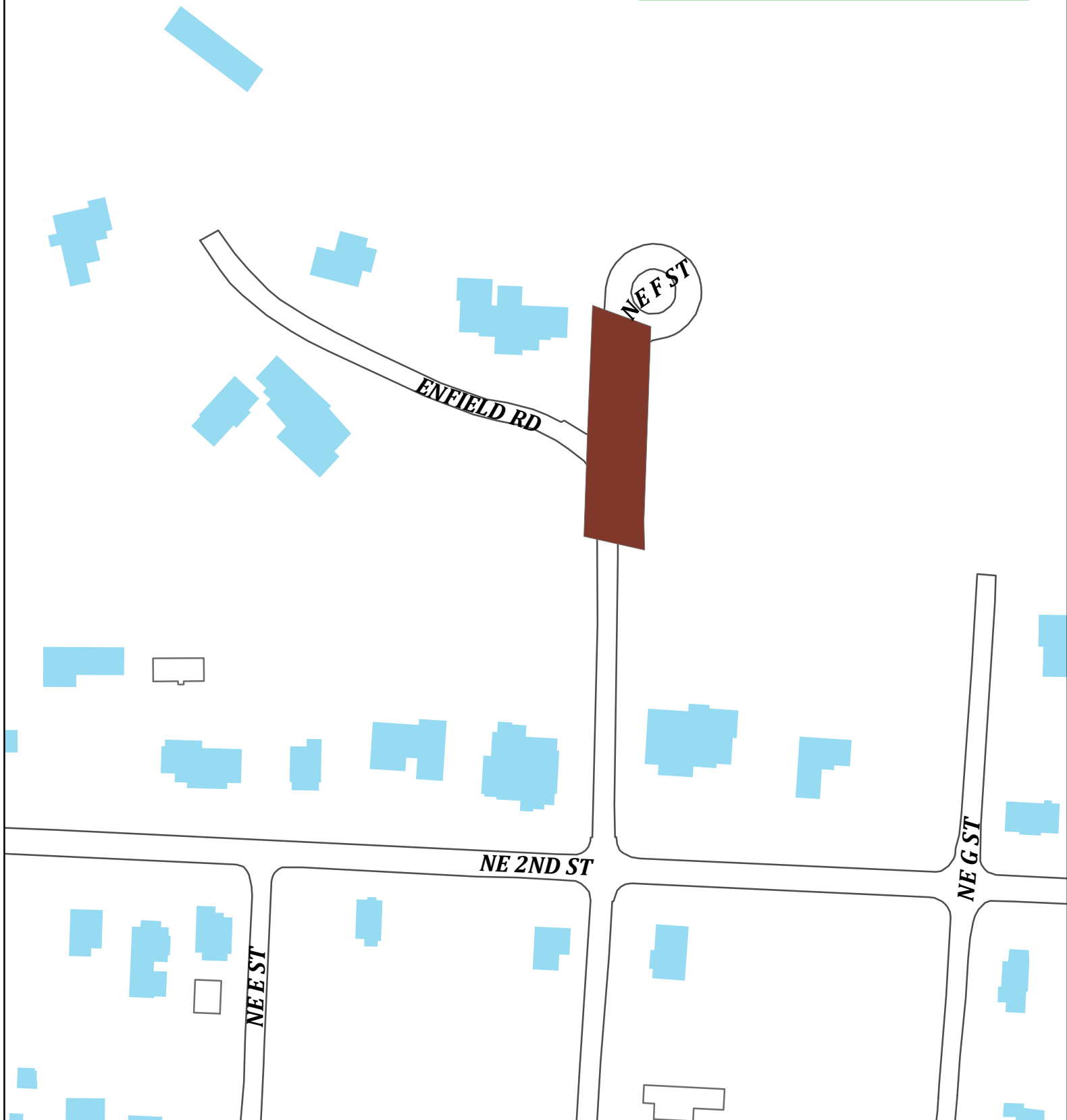


Legend

Easement Vacations

Representation: THECAN.DBO.Easement_Vacations_Rep

ROW Dedication (1)



1 inch = 130 feet

VAC21-0032
Right of Way Dedication
Enfield Road



ORDINANCE NO _____

AN ORDINANCE VACATING STREET RIGHT OF WAY LOCATED AT NE F STREET AT ENFIELD ROAD TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0032).

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

A part of NE F Street right-of-way according to Plat Book B, Page 101 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 4, Enfield Park according to Plat Book O, Page 39;
THENCE along the east boundary of said Lot 4, North 02°00'22" East, 107.61 feet to the east boundary of Tract 2, Enfield Park according to Plat Book 2, Page 184;
THENCE along said east boundary, North 02°17'11" East, 124.85 feet to a found nail;
THENCE leaving said east boundary, South 70°00'13" East, 62.44 feet to a nail found on the west boundary of the parcel described at Deed Book 2012, Page 5285;
THENCE along said west boundary, South 02°00'22" West, 195.93 feet;
THENCE leaving said west boundary, South 01°05'47" East, 28.90 feet to the northwest corner of Lot 5, Block 7, Lincoln & Rice Addition according to Plat Book 2007, Page 366;
THENCE North 77°18'39" West, 62.65 feet to the POINT OF BEGINNING containing 13,699 square feet or 0.31 acres, more or less.

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

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

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

A part of NE F Street right-of-way according to Plat Book B, Page 101 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 4, Enfield Park according to Plat Book O, Page 39;
THENCE along the east boundary of said Lot 4, North 02°00'22" East, 107.61 feet to the east boundary of Tract 2, Enfield Park according to Plat Book 2, Page 184;

THENCE along said east boundary, North 02°17'11" East, 124.85 feet to a found nail;
THENCE leaving said east boundary, South 70°00'13" East, 62.44 feet to a nail found on the west boundary of the parcel described at Deed Book 2012, Page 5285;
THENCE along said west boundary, South 02°00'22" West, 195.93 feet;
THENCE leaving said west boundary, South 01°05'47" East, 28.90 feet to the northwest corner of Lot 5, Block 7, Lincoln & Rice Addition according to Plat Book 2007, Page 366;
THENCE North 77°18'39" West, 62.65 feet to the POINT OF BEGINNING containing 13,699 square feet or 0.31 acres, more or less.

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 _____, 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Public hearing and ordinance vacating Street Right of Way requested by CEI Engineering for 609 Enfield Road (VAC21-0033).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	

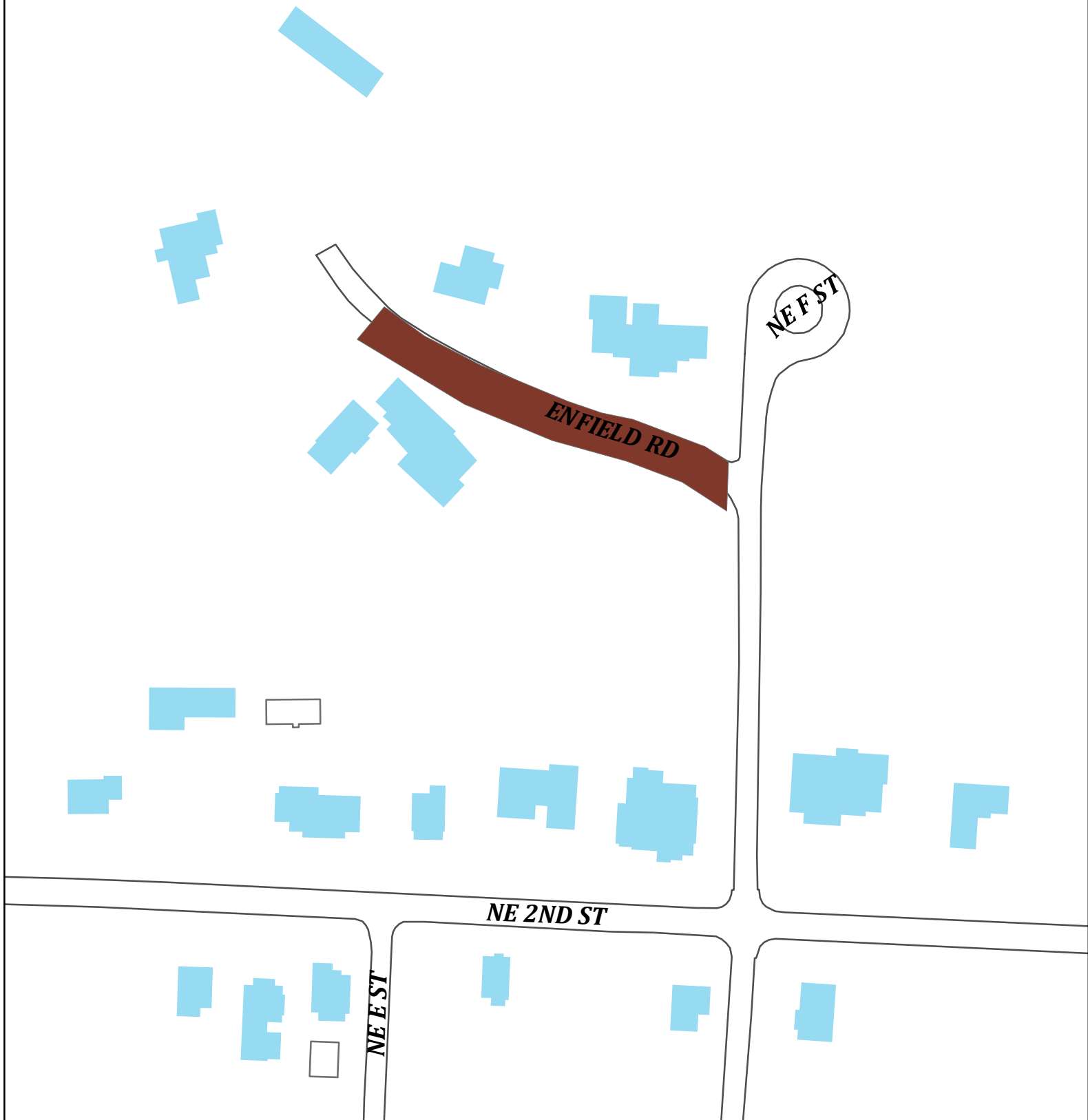


Legend

Easement Vacations

Representation: THECAN.DBO.Easement_Vacations_Rep

ROW Dedication (1)



1 inch = 125 feet

VAC21-0033
Right of Way Dedication
Enfield Road



ORDINANCE NO _____

AN ORDINANCE VACATING STREET RIGHT OF WAY LOCATED AT 609 ENFIELD ROAD TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0033).

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

All of the right-of-way of Enfield Road according to Plat Book O, Page 39 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

BEGINNING at the southeast corner of said right-of-way, being the Northeast corner of Lot 4, Enfield Park;

THENCE along the right-of-way of said Enfield Road, the following thirteen (13) calls:

1. North 57°01'38" West, 50.14 feet;
2. Westerly along the arc of a curve to the left 56.40 feet, having a central angle of 24°35'00", a radius of 131.45 feet, and a chord that bears North 69°19'08" West with a chord distance of 55.97 feet;
3. Westerly along the arc of a curve to the right 73.44 feet, having a central angle of 14°08'40", a radius of 297.47 feet, and a chord that bears North 74°30'56" West with a chord distance of 73.25 feet;
4. North 67°27'38" West, 89.43 feet;
5. Northwesternly along the arc of a curve to the right 119.14 feet, having a central angle of 17°12'07", a radius of 396.84 feet, and a chord that bears North 58°51'31" West with a chord distance of 118.70 feet;
6. Northeasterly along the arc of a curve to the right 209.36 feet, having a central angle of 299°59'04", a radius of 39.99 feet, and a chord that bears North 39°43'56" East with a chord distance of 40.00 feet to a found rebar;
7. Southeasterly along the arc of a curve to the left 47.16 feet, having a central angle of 07°33'25", a radius of 357.55 feet, and a chord that bears South 54°01'28" East with a chord distance of 47.12 feet to a found rebar;
8. Southeasterly along the arc of a curve to the left 59.99 feet, having a central angle of 09°37'14", a radius of 357.28 feet, and a chord that bears South 62°37'59" East with a chord distance of 59.92 feet;
9. South 67°27'38" East, 89.43 feet to a found rebar;
10. Easterly along the arc of a curve to the left 33.55 feet, having a central angle of 07°28'00", a radius of 257.47 feet, and a chord that bears South 71°12'48" East with a chord distance of 33.53 feet;
11. Easterly along the arc of a curve to the left 30.00 feet, having a central angle of 06°40'30", a radius of 257.47 feet, and a chord that bears South 78°15'01" East with a chord distance of 29.98 feet;

12. Easterly along the arc of a curve to the right 73.57 feet, having a central angle of $24^{\circ}35'09''$, a radius of 171.45 feet, and a chord that bears South $69^{\circ}19'12''$ East with a chord distance of 73.01 feet to a found rebar;
13. South $57^{\circ}01'38''$ East, 26.14 feet to a rebar found on the west right-of-way of NE F Street according to Plat Book B, Page 101;

THENCE along said west right-of-way, South $02^{\circ}00'22''$ West, 46.64 feet to the **POINT OF BEGINNING** containing **19,840** square feet or **0.46** acres, more or less.

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

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

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

All of the right-of-way of Enfield Road according to Plat Book O, Page 39 in the public records of Benton County, Arkansas, being described by metes and bounds as follows:

BEGINNING at the southeast corner of said right-of-way, being the Northeast corner of Lot 4, Enfield Park;

THENCE along the right-of-way of said Enfield Road, the following thirteen (13) calls:

1. North $57^{\circ}01'38''$ West, 50.14 feet;
2. Westerly along the arc of a curve to the left 56.40 feet, having a central angle of $24^{\circ}35'00''$, a radius of 131.45 feet, and a chord that bears North $69^{\circ}19'08''$ West with a chord distance of 55.97 feet;
3. Westerly along the arc of a curve to the right 73.44 feet, having a central angle of $14^{\circ}08'40''$, a radius of 297.47 feet, and a chord that bears North $74^{\circ}30'56''$ West with a chord distance of 73.25 feet;
4. North $67^{\circ}27'38''$ West, 89.43 feet;
5. Northwesterly along the arc of a curve to the right 119.14 feet, having a central angle of $17^{\circ}12'07''$, a radius of 396.84 feet, and a chord that bears North $58^{\circ}51'31''$ West with a chord distance of 118.70 feet;
6. Northeasterly along the arc of a curve to the right 209.36 feet, having a central angle of $299^{\circ}59'04''$, a radius of 39.99 feet, and a chord that bears North $39^{\circ}43'56''$ East with a chord distance of 40.00 feet to a found rebar;
7. Southeasterly along the arc of a curve to the left 47.16 feet, having a central angle of $07^{\circ}33'25''$, a radius of 357.55 feet, and a chord that bears South $54^{\circ}01'28''$ East with a chord distance of 47.12 feet to a found rebar;

8. Southeasterly along the arc of a curve to the left 59.99 feet, having a central angle of $09^{\circ}37'14''$, a radius of 357.28 feet, and a chord that bears South $62^{\circ}37'59''$ East with a chord distance of 59.92 feet;
9. South $67^{\circ}27'38''$ East, 89.43 feet to a found rebar;
10. Easterly along the arc of a curve to the left 33.55 feet, having a central angle of $07^{\circ}28'00''$, a radius of 257.47 feet, and a chord that bears South $71^{\circ}12'48''$ East with a chord distance of 33.53 feet;
11. Easterly along the arc of a curve to the left 30.00 feet, having a central angle of $06^{\circ}40'30''$, a radius of 257.47 feet, and a chord that bears South $78^{\circ}15'01''$ East with a chord distance of 29.98 feet;
12. Easterly along the arc of a curve to the right 73.57 feet, having a central angle of $24^{\circ}35'09''$, a radius of 171.45 feet, and a chord that bears South $69^{\circ}19'12''$ East with a chord distance of 73.01 feet to a found rebar;
13. South $57^{\circ}01'38''$ East, 26.14 feet to a rebar found on the west right-of-way of NE F Street according to Plat Book B, Page 101;

THENCE along said west right-of-way, South $02^{\circ}00'22''$ West, 46.64 feet to the **POINT OF BEGINNING** containing **19,840** square feet or **0.46** acres, more or less.

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 _____, 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	ENGINEERING
Submitted by	TRACY BILLINGS
Phone	(479) 696-0229

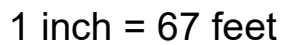
Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution to setting public hearing for February 22, 2022 to vacate an Alley Right of Way at Block 5, Lot 1 of Gilmore's Addition (VAC21-0013).					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	



Alley Vacation

2



404



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Bentonvest Fund IV, LLC requesting Alley Right-of-Way Vacation (VAC21-0013) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

An eleven-foot (11') alley being a part of the North half of Block 5, Gilmores Addition to the City of Bentonville, Benton County, Arkansas as shown at Plat book Y, page 200 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a 1/2" rebar found at the northeast corner of said Block 5;

THENCE along the north boundary of said Block 5, North 87°33'22" West, 100.00 feet to the east boundary of aforementioned alley and the **POINT OF BEGINNING**;

THENCE along said east boundary, South 02°30'48" West, 150.17 feet to the north boundary of 12' alley vacated per Deed book 2004, page 3258;

THENCE along said north boundary, North 87°33'32" West, 11.12 feet to the west boundary of aforementioned 11' alley;

THENCE along said west boundary, North 02°30'48" East, 150.17 feet to the aforementioned north boundary of said Block 5;

THENCE along said north boundary, South 87°33'22" East, 11.12 feet; to the **POINT OF BEGINNING** containing **1,671** square feet or **0.04** acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing February 22, 2022 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2022 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Kirby Romines, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of \$155,169.00 to provide transit service to Bentonville citizens in calendar year 2022 and waiving the requirement of competitive bidding.					

Estimated Cost	\$155,169.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	2/8/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Vendor	Ozark Regional Transit
Total Cost	\$155,169.00
Description of Purchase <i>(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):</i>	
The purchase is a public transit service that will serve the City of Bentonville through ORT with a combination of City funding and Federal grant funding that ORT receives.	

Justification <i>(Enter justification in space below):</i>
The purchase is a public transit service that is only offered by Ozark Regional Transit in the Northwest Arkansas area. We request the waiver of bid in order to facilitate the contract with Ozark Regional Transit.





To: Mayor Orman, City Council Members and City Clerk
From: Dennis Birge, Transportation Director
Subject: Ozark Regional Transit 2022 Contract
CC Date: January 27, 2022

Staff requests City Council approval of an agreement with Ozark Regional Transit Service, a public transit authority, and requesting a waiver of bid. For the fixed sum of \$155,169.00 ORT will provide transit services to Bentonville citizens. These services include a fixed route, ADA Para-Transit service, and Demand Response service for those citizens that are not covered by the ADA Para-Transit service. The term of the agreement is from January 1, 2021 to December 31, 2021.

Staff also requests a waiver from the requirement of competitive bidding since ORT is the only public transit provider in the Northwest Arkansas area.

Thanks for your consideration and please contact me with any questions. I can be reached by phone at 479-271-5964 or email at dbirge@bentonvillear.com.

AGREEMENT FOR TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and;

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority; and,

WHEREAS, ORT has been providing public transportation to the citizens of the City; and,

WHEREAS, the City has agreed to provide funding for transit services from its General Fund; and,

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of \$155,169.00, ORT will provide services as follows:
 - a. Fixed route or On Demand Transit services within the City.
 - b. Associated ADA Para-Transit services.
 - c. Available Demand Response services to those citizens that are not covered by the ADA Para-Transit service.
3. It is anticipated that the revenue to fund these activities will be approximately \$155,169.00. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than this amount then any such overage will be retained by the City. If the anticipated revenue is less than \$155,169.00 then the City shall pay the difference from other funding sources.
4. The revenue referred to herein shall be remitted in 1 installment. The lump sum shall be due to ORT before January 31, 2022.
5. The term of this Agreement shall be from January 1, 2022 through December 31, 2022; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
6. ORT shall make monthly reports to the City and furnish any and all information request by the City.
7. The term of this Agreement shall be from January 1, 2022, through December 31, 2022. However, it shall renew annually and automatically and include any pay increases approved by the City Council, unless agreed to otherwise by the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of _____, 20__

Ozark Regional Transit

City of Bentonville, Arkansas

By: _____
Joel Gardner
Executive Director
Ozark Regional Transit

By: _____
Mayor, City of Bentonville, Arkansas

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED FIFTY FIVE THOUSAND ONE HUNDRED SIXTY NINE DOLLARS (\$155,169.00), WITH OZARK REGIONAL TRANSIT FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Transportation Department wishes to enter into an agreement with Ozark Regional Transit for public transit services within the City of Bentonville;

WHEREAS, Ozark Regional Transit is the sole provider for such service in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Ozark Regional Transit for the public transit service within the City of Bentonville, in an amount not to exceed one hundred fifty five thousand one hundred and sixty nine dollars (\$155,169.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of public transit services for the Bentonville Transportation Department;

Section 4: Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing a budget adjustment for \$71,920.00. This budget adjustment is necessary to cover the cost of additional services related to the 8th street project. The original agreement with Universal Field Services was amended in 2020 to provide for these additional services, which Council approved. At the time, it was believed the cost would be covered with street bond funds, but in order to be consistent with the previously issued PO and contractually authorized funding sources, a budget adjustment is necessary in order to pay the funds from Street Reserve account.					

Estimated Cost	\$71,920
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Budget adjustment will be covered with Street reserve fund.	





Budget Adjustment Request

Date of City Council Meeting	2/8/2022
Department	Transportation
Submitted by	Dennis Birge
Phone	(479) 271-5964

Purpose of Budget Adjustment (Enter purpose in space below):

To provide additional funding in the amount of \$71,920. This budget adjustment is necessary to cover the cost of additional services related to the 8th Street project acquisitions.

The original agreement with Universal Field Services was amended in 2020 to provide for these additional services, which Council approved. At the time, it was believed the cost would be covered with bond funds, but in order to be consistent with the previously issued PO and contractually authorized funding sources, a budget adjustment is necessary in order to pay the funds from Street reserve account.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
203810	47381	Improv - 8th Street Wal Mart		\$ 71,920.00
		Totals	\$ -	\$ 71,920.00
		Net Impact on Fund Balance	\$ (71,920.00)	

*Final Account Number will be determined by Accounting Department after approval and purchase



www.bentonvillear.com

PLEASE RECYCLE



Memorandum



To: City Council, Mayor Orman

From: Dennis Birge, Transportation Director

Date: January 27, 2022

Re: 8th Street Project – Universal Field Services Amendment - Budget Adjustment

In December of 2020 Universal Field Services received approval for an amendment to the 8th street contract, but at the time it was believed to be funded from Street bond. In order to be consistent with the previously issued PO and contractually authorized funding sources, this budget adjustment is necessary in order to pay with the funds from Street Reserve account.

Staff supports the approval of the budget adjustment.

Thanks in advance for your support and please call or email with any questions at 479-271-5964 or dbirge@bentonvillear.com.

RESOLUTION NO. 12-8-20 B

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH UNIVERSAL FIELD SERVICES, INC. FOR PROFESSIONAL SERVICES FOR THE 8TH STREET IMPROVEMENT PROJECT.

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 amended agreement with Universal Field Services, Inc. for professional services for additional easement acquisition for the 8th Street Improvements Project, as set forth in the proposal attached hereto as Exhibit "A".

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

PASSED and APPROVED this 8 day of DECEMBER, 20 20.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



Supplemental Agreement No. 1

JOB No. 09028

FEDERAL AID PROJECT (FAP) NO FAP HHP2-3314(1)

I-540/Hwy 62/102 Interchange & 8th Street Improvements (Bentonville) P E

12/11/2020 | 2:52 PM CST

Date: _____

WHEREAS, the City of Bentonville, Arkansas and Universal Field Services, Inc., a corporation existing under the laws of the State of Oklahoma, entered into an Agreement for Professional Services on May 14, 2013; and,

WHEREAS, the City of Bentonville, Arkansas requested services beyond the original completion and beyond the original scope of work defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement:

MODIFICATIONS:

- 1) Section 1.3: The Ceiling Price for this Supplemental Agreement is increased from \$895,100.00 to **\$967,020.00**
- 2) Section 16.1: The completion date will be revised from the original contracted date of December 27, 2013 and extended to **June 30, 2021**. This schedule is contingent upon commencement of this portion of the project beginning on or before January 1, 2021.
- 3) See Attachment A – Justification of Cost and Fees – Tract List.

IN WITNESS WHEREOF, the parties execute this Supplement Agreement No. 1 to be effective upon the date set out above.

UNIVERSAL FIELD SERVICES, INC.

BY: 

Douglas R. Benson
Executive Vice President

CITY OF BENTONVILLE, ARKANSAS

By:  _____

Stephanie Orman
Mayor

City of Bentonville, AR
JP090218; 8th Street Improvement Project
Supplemental Amendment No. 1

"EXHIBIT A"

Cost Estimate Per Tract	FEE	QTY	TOTAL	
Admininstrative Services	\$1,500.00	7	\$10,500.00	
Title Services				
Title Commitment - 30 year Title Search	\$400	7	\$2,800.00	National Title And Escrow
Initial Appraisal Services				
Compensation Estimate (\$10,000 or Less)	\$650.00	0		
Detailed Appraisal - Residential Single Family	\$2,300.00	1	\$2,300.00	
Detailed Appraisal - Residential Multi Use	\$3,000.00	1	\$3,000.00	
Detailed Appraisal - Small Commerical Property	\$2,700.00	4	\$10,800.00	On Time Appraisals
Detailed Lg. Commercial Property	\$3,200.00	1	\$3,200.00	Stuart Sanders
Appraisal Services - Updates				
Detailed Appraisal - Residential Single Family	\$1,200.00	1	\$1,200.00	
Detailed Appraisal - Residential Multi Use	\$2,000.00	1	\$2,000.00	
Detailed Appraisal - Small Commerical	\$2,000.00	4	\$8,000.00	
Detailed Lg. Commercial Property	\$2,500.00	1	\$2,500.00	
Initial Appraisal Review Services				
Detailed Appraisal - Residential Single Family	\$1,500.00			
Detailed Appraisal - Residential Multi Use	\$1,750.00			
Detailed Appraisal - Small Commerical	\$1,500.00			
Detailed Lg. Commercial Property	\$1,750.00 to \$2,500.00			
Initial Appraisal Review Update Services				
Detailed Appraisal - Residential Single Family	\$750.00			
Detailed Appraisal - Residential Multi Use	\$875.00			
Detailed Appraisal - Small Commerical	\$875.00			
Detailed Lg. Commercial Property	\$1,000.00 - \$1,250.00			
Negotiation Services	\$3,000.00	7	\$21,000.00	
<i>Business mileage will be calculated at the current lrs rate when incurred.</i>				
Closing Services	\$600.00	7	\$4,200.00	
Document Recording Fees	\$60.00	7	\$420.00	
TOTAL ESTIMATED COST/CONTRACT CEILING PRICE			\$71,920.00	

RESOLUTION NO. R-22 _____

A RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT IN THE AMOUNT OF SEVENTY ONE THOUSAND NINE HUNDRED AND TWENTY DOLLARS (\$71,920) TO CERTAIN STREET AND TRANSPORTATION DEPARTMENT ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville has engaged Universal Field Services for certain right of way and easement acquisitions related to the 8th Street Improvement Project;

WHEREAS, in the year 2020, an amendment was approved by Council authorizing additional work pursuant to the agreement with Universal Field Services; and

WHEREAS, in order to be consistent with the contractually authorized funding sources related to the 8th Street Improvement Project, a budget adjustment is necessary.

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

Section 1: The 2022 Budget is amended to appropriate seventy one thousand nine hundred and twenty dollars (\$71,920.00) as noted below:

	Account Description	Expense
203810 47381	Improv – 8 th Street Wal-Mart	\$71,920.00

Totals:	\$71,920.00
---------	-------------

Impact to Fund Balance:	(\$71,920.00)
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Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	2.8.2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance requesting a Waiver of Bid for the purchase of uniforms for the Bentonville Fire Department employees. Due to uniform requirements, Galls LLC is able to supply all of the fire department needs and they have a location in Springdale Arkansas.					

Estimated Cost	\$110,500.00
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	2.8.2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-5927

Vendor	Galls LLC
Total Cost	\$ 110,500.00

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):*

Uniforms for all Bentonville Fire Department employees.

Justification *(Enter justification in space below):*

Due to being determined the sole source provider for public safety uniforms and uniform accessories for the City's public safety departments, as explained in the attached Memos, it is impracticable to solicit bids for the purchase of these items.





MEMORANDUM

PURCHASING DEPARTMENT

TO: City Council, Administration

FROM: Gladys Shoemake, Purchasing Manager

DATE: January 19, 2022

SUBJECT: The purchase of public safety uniforms and uniform accessories

In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; the information resulting from the original review and Memo has been included in this Memo.

In January 2022, Purchasing reviewed the information in the March 13, 2020 Memo and consulted with the City's Police and Fire Departments, determining that there had been no change to the sole source justification in the original Memo; however, there will be an upcoming change in the Government Services Administration (GSA) Cooperative (Co-Op) Contract referenced in the original Memo. This Contract is used when possible by the Police and Fire Departments to obtain co-op pricing for certain items. The updated information has been included below:

Original GSA Contract Number Utilized: GS-07F-0157M

Original GSA Contract Expiration Date: January 31, 2022

New GSA Contract Number: 47QSWA21D008H

I have reviewed the information related to this new Contract number with the GSA Government Point of Contact, and have confirmed that the new Contract has the same terms, conditions, and pricing as the original contract. Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

Attachments: Information from the original Memo describing the review of the City's purchase of public safety uniforms and accessories (March 2020)



MEMORANDUM

PURCHASING DEPARTMENT

Information from Original Review:

In 2019, the Purchasing Office conducted an internal review of public safety uniform and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories.

The following are important factors considered during this review:

- Public safety uniforms consist of non-typical uniform types, such as police (which require expedited alterations and repairs) and fire clothing types, but also require the purchase of various small accessories. Other City Departments, not in the public safety sector, use more standardized uniforms, such as khaki pants or jeans and polo shirts and jackets.
 - Purchasing determined that the various accessories needed by public safety staff, such as holsters for various weapons, make the uniform needs for these Departments unique from other City Departments. Furthermore, these additional needs make it difficult to determine spending thresholds applicable to different procurement methods (bidding, cooperative contract use etc.) due to the different types of the items (ex. purchase of pants/shirts vs. purchase of holsters/belts) .
- Galls offers a Springdale, Arkansas location, which allows the public safety Departments to pick up/drop off uniforms according to their availability.
- Galls has consistently been acquiring other local public safety uniform providers, such as Cruise Uniforms (now a Galls company), drastically limiting the vendor pool that would be potential bidders, if bidding these uniform types was determined practical.
- According to the Police Department, Galls/Cruise is the only local provider that allows pick-up and alterations; the Police Department utilizes and relies on these services frequently.
- Some Galls items are available through the Federal Cooperative (Co-Op), GSA, via utilization of Contract GS-07F-0157M. Both Departments utilize this cooperative pricing when applicable.
 - Pursuant to §19-11-249, use of a Co-Op is permitted. When Departments request to purchase from a Co-Op, Purchasing conducts a review of the Co-Op contract to determine if the contract is in line with both Arkansas State Law and City purchasing procedures, as well as if the purchases from the contract can be accurately tracked and verified.
 - Due to the nature of how the Federal Co-Op offerings are organized, and the wide array of available options in public safety uniform accessories, Purchasing determined that it was not feasible to expect public safety departments to accurately track and confirm all pricing offered through the cooperative using solely cooperative contract participation.

Based on the above factors and the nature of public safety uniform needs, Purchasing has determined Galls, LLC to be sole source for the City's public safety uniform purchases.

Pursuant to §14-58-303, the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical, may be waived by ordinance by the City's governing body. In accordance with this Statute, Purchasing recommends that the City's public safety Departments waive competitive bidding for the purchase of these uniforms and accessories from Galls, using GSA Federal Co-Op pricing and alternate cost options offered by Galls to realize cost savings when applicable.

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF UNIFORMS FOR THE BENTONVILLE FIRE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED TEN THOUSAND FIVE HUNDRED DOLLARS (\$110,500.00), WITH GALLS LLC, FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE, AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department requires a standardized and centralized provider for public safety uniforms and accessories;

WHEREAS, Galls LLC is the sole provider for such uniforms and accessories in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Galls LLC, for the purchase of public safety uniforms and uniform accessories for the Bentonville Fire Department, in an amount not to exceed one hundred ten thousand five hundred dollars (\$110,500.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of public safety uniforms and uniform accessories for the Bentonville Fire Department;

Section 4: Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2.8.2022
Department	Fire
Submitted by	Brent Boydston
Phone	(479) 271-3151

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution declaring certain property surplus in the Bentonville Fire Department. A 2000 E-One Cyclone Fire Truck, and two Excellence Ambulances.					

Estimated Cost	\$0.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	





Inter-office Memorandum

To: Mayor Orman and City Council
From: Brent Boydston, Fire Chief
CC: Camille Thompson, Staff Attorney, Gladys Shoemake, Purchasing Manager,
Jake Harper, Finance Director
Date: 2.8.2022
Re: Surplus Vehicles

Resolution declaring certain property surplus, Fire Department had three vehicles replaced late last year. The fire truck was replaced with a 2021 E-ONE Cyclone Pumper, the ambulances were replaced with two 2021 Braun Liberty Ambulances with updated safety requirements.

- 2000 E-ONE Cyclone Pumper Fire Truck
 - Mileage – 40,626
 - Hours – 4298
- 2013 Excellance Ambulance
 - Mileage – 68,236.8
- 2016 Excellance Ambulance
 - Mileage – 44,029.0

RESOLUTION NO. R-22_____

**A RESOLUTION DECLARING CERTAIN PROPERTY
BELONGING TO THE CITY OF BENTONVILLE FIRE
DEPARTMENT AS SURPLUS PROPERTY AND
AUTHORIZING ITS DISPOSAL AND FOR OTHER
PURPOSES.**

WHEREAS, the City Council of the City of Bentonville has determined that certain Fire Department vehicles, including a 2000 E-One- Cyclone Pumper Fire Truck (VIN/ID #4EN3AAA8XY1001201), a 2013 Excellance Ambulance (VIN/ID #1FDUF4HT6DEB14031), and a 2016 Excellance Ambulance (VIN/ID #1FDUF4HTOGEC34122) are surplus items no longer used by the City;

WHEREAS, said vehicles should be disposed of by means of sealed bid, auction, or other authorized disposal method pursuant to Arkansas law and City ordinance;

WHEREAS, this Resolution is in accordance with Ark. Code Ann. § 14-54-302.

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

Section 1: The Bentonville Fire Department may dispose of a 2000 E-One- Cyclone Pumper Fire Truck (VIN/ID #4EN3AAA8XY1001201), a 2013 Excellance Ambulance (VIN/ID #1FDUF4HT6DEB14031), and a 2016 Excellance Ambulance (VIN/ID #1FDUF4HT0GEC34122);

Section 2: A record of all items that are disposed of shall be maintained;

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK





25 January, 2022

To: Bentonville City Council

From: Bentonville Fire Department

Subject: Memo Concerning the replacement of One (1) Administrative Assistant II (Grade 17) position with an Administrative Technician (Grade 18) position in the Bentonville Fire Department.

1. Staff recommends that the City Council approve this position replacement.
2. The administrative position at the fire department has changed considerably in the past 12 – 18 months, moving from a mainly “clerical” position to a more “technical” position.
3. The current position has had to take on the role of COVID oversight for 116+ firefighters and countless numbers of citizens receiving COVID shots and COVID testing. This also includes all fire department “special events” associated with COVID activities.
4. Additionally, they have assumed greater oversight over \$1.5 million in Emergency Medical Services billing and the associated software related to the management of those accounts.
5. With the increase in fire department staff this position has had to assume greater responsibility for all purchase orders, shipping, and receiving of department supplies and equipment for stations and staff.
6. These increases in duties warrant more technical skills, additional software applications, and greater responsibilities associated with the Administrative Technician position.

ORDINANCE NO. 22-_____

AN ORDINANCE AMENDING THE PAY PLAN FOR THE CITY OF BENTONVILLE FIRE DEPARTMENT TO REPLACE THE POSITION OF ADMINISTRATIVE ASSISTANT II WITH ADMINISTRATIVE TECHNICIAN; AND FOR OTHER PURPOSES.

WHEREAS, the duties and responsibilities of the Administrative Assistant II position at the Bentonville Fire Department have changed considerably over the past year and a half;

WHEREAS, what was once a mainly clerical position has transformed to assume the responsibilities for Covid-19 oversight and greater management of billing, purchase orders, and equipment;

WHEREAS, this increase in duties warrants a more technical skill set and greater responsibilities more in line with an Administrative Technician position; and

WHEREAS, a budget adjustment is not required for this replacement.

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

Section 1: The Pay Plan for the City of Bentonville should be and is hereby amended to include the following:

Position Replacement:

Remove Administrative Assistant II	Grade 17
Add Administrative Technician	Grade 18

Section 2: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed.

Section 3: Repeal of Conflicting Provisions: All ordinances, resolutions or orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this ____ day of _____, 2022.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Kirby Romines, City Clerk



Agenda Item Form

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Waiver of Bid Request

Date of City Council Meeting	2/8/2022
Department	Police Department
Submitted by	Chief Ray Shastid
Phone	(479) 271-3173

Vendor	Galls, LLC
Total Cost	\$110,000.00
Description of Purchase <i>(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):</i>	
Dispatch uniforms, patrol uniforms, bike team uniforms, SWAT uniforms, Bomb Squad uniforms, leather gear, ballistic vests and other soft uniform items such as coats, jackets, rain gear, hats, and informal uniforms. Items have various descriptions, manufacturers, and product details.	

Justification <i>(Enter justification in space below):</i>
Due to being determined the sole source provider for public safety uniforms and uniform accessories for the City's public safety departments, as explained in the attached Memos, it is impracticable to solicit bids for the purchase of these items.





MEMORANDUM

PURCHASING DEPARTMENT

TO: City Council, Administration

FROM: Gladys Shoemake, Purchasing Manager

DATE: January 19, 2022

SUBJECT: The purchase of public safety uniforms and uniform accessories

In 2019, the Purchasing Office conducted an internal review of public safety uniforms and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories. On March 13, 2020 Purchasing issued a Memo explaining the determination that Galls, LLC was the sole source provider for the City's public safety uniforms; the information resulting from the original review and Memo has been included in this Memo.

In January 2022, Purchasing reviewed the information in the March 13, 2020 Memo and consulted with the City's Police and Fire Departments, determining that there had been no change to the sole source justification in the original Memo; however, there will be an upcoming change in the Government Services Administration (GSA) Cooperative (Co-Op) Contract referenced in the original Memo. This Contract is used when possible by the Police and Fire Departments to obtain co-op pricing for certain items. The updated information has been included below:

Original GSA Contract Number Utilized: GS-07F-0157M

Original GSA Contract Expiration Date: January 31, 2022

New GSA Contract Number: 47QSWA21D008H

I have reviewed the information related to this new Contract number with the GSA Government Point of Contact, and have confirmed that the new Contract has the same terms, conditions, and pricing as the original contract. Purchasing will conduct this review annually, to determine if any change has been found and either communicate that change or adjust the recommendation for the purchase of these items.

Please feel free to contact me with any questions.

Gladys Shoemake

(479) 271-3115

gshoemake@bentonvillear.com

Attachments: Information from the original Memo describing the review of the City's purchase of public safety uniforms and accessories (March 2020)



MEMORANDUM

PURCHASING DEPARTMENT

Information from Original Review:

In 2019, the Purchasing Office conducted an internal review of public safety uniform and uniform accessory purchases, with the primary goal being to assess the practicality in inviting competitive bids for the purchase of public safety uniforms and accessories.

The following are important factors considered during this review:

- Public safety uniforms consist of non-typical uniform types, such as police (which require expedited alterations and repairs) and fire clothing types, but also require the purchase of various small accessories. Other City Departments, not in the public safety sector, use more standardized uniforms, such as khaki pants or jeans and polo shirts and jackets.
 - Purchasing determined that the various accessories needed by public safety staff, such as holsters for various weapons, make the uniform needs for these Departments unique from other City Departments. Furthermore, these additional needs make it difficult to determine spending thresholds applicable to different procurement methods (bidding, cooperative contract use etc.) due to the different types of the items (ex. purchase of pants/shirts vs. purchase of holsters/belts) .
- Galls offers a Springdale, Arkansas location, which allows the public safety Departments to pick up/drop off uniforms according to their availability.
- Galls has consistently been acquiring other local public safety uniform providers, such as Cruise Uniforms (now a Galls company), drastically limiting the vendor pool that would be potential bidders, if bidding these uniform types was determined practical.
- According to the Police Department, Galls/Cruise is the only local provider that allows pick-up and alterations; the Police Department utilizes and relies on these services frequently.
- Some Galls items are available through the Federal Cooperative (Co-Op), GSA, via utilization of Contract GS-07F-0157M. Both Departments utilize this cooperative pricing when applicable.
 - Pursuant to §19-11-249, use of a Co-Op is permitted. When Departments request to purchase from a Co-Op, Purchasing conducts a review of the Co-Op contract to determine if the contract is in line with both Arkansas State Law and City purchasing procedures, as well as if the purchases from the contract can be accurately tracked and verified.
 - Due to the nature of how the Federal Co-Op offerings are organized, and the wide array of available options in public safety uniform accessories, Purchasing determined that it was not feasible to expect public safety departments to accurately track and confirm all pricing offered through the cooperative using solely cooperative contract participation.

Based on the above factors and the nature of public safety uniform needs, Purchasing has determined Galls, LLC to be sole source for the City's public safety uniform purchases.

Pursuant to §14-58-303, the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical, may be waived by ordinance by the City's governing body. In accordance with this Statute, Purchasing recommends that the City's public safety Departments waive competitive bidding for the purchase of these uniforms and accessories from Galls, using GSA Federal Co-Op pricing and alternate cost options offered by Galls to realize cost savings when applicable.

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF UNIFORMS FOR THE BENTONVILLE POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED ONE HUNDRED TEN THOUSAND DOLLARS (\$110,000.00), WITH GALLS LLC, FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requires a standardized and centralized provider for uniforms and accessories;

WHEREAS, Galls LLC is the sole provider for such uniforms and accessories in the area, and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Galls LLC, for the purchase of uniforms and uniform accessories for the Bentonville Police Department, in an amount not to exceed one hundred ten thousand dollars (\$110,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of uniforms and uniform accessories for the Bentonville Police Department;

Section 4: Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696.0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Kristen Bernards to offer swim instruction for Bentonville Parks and Recreation.					

Estimated Cost	\$62,000.00
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
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: January 12, 2021
Re: Kristen Bernards- Instructional Swim Lesson Contractor

Resolution authorizing the Mayor to enter into an agreement with Kristen Bernards for the service of teaching instructional swimming lessons for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Kristen Bernards. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Kristen Bernards to exceed \$35,000 in total payments over the course of 2022. We are requesting Council approval to pay Ms. Bernards an amount exceeding \$35,000 during the 2022 year. Ms. Bernards estimated payment for 2021 is \$62,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
City Hall
305 SW A Street
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this ____ (day) day of January (month), 2022, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Kristen Bernard, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Private Swim Lessons, defined herein, located at Bentonville Community Center.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay, or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 01 (day), 2022 (year), and will terminate on December (month) 31 (day), 2022 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes or lessons taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes or lessons.
 - f. Comply with schedules and deadlines for information set by the Parks and Recreation Department.
 - i. Failure to submit information (such as classes completed etc.) in a timely manner and in accordance with deadlines set by the Parks and Recreation Department may result in delayed payment.
 - g. Display professional etiquette at all times.
 - h. Understand that they are a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement 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 Agreement will be in the District Court of Benton County, Arkansas.



CITY OF BENTONVILLE, ARKANSAS
City Hall
305 SW A Street
BENTONVILLE, ARKANSAS 72712

12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Private Swim Lessons	

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
Private Swim Lessons	Per Lesson	\$27.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00

The City estimates \$62,000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed classes or lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☐

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 1 (DAY) OF January (MONTH), 2022 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

BY: _____

Instructor Signature

Kristen Brenard

Instructor (Printed Name)

Instructor Address _____

Bentonville AR 72712

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH KRISTEN BERNARDS, FOR SERVICES PROVIDED TEACHING INSTRUCTIONAL SWIM LESSONS; AND FOR OTHER PURPOSES.

WHEREAS, the Parks and Recreation Department utilizes independent contractors to teach many of the offered recreation and wellness classes, such as swim instruction, at the Bentonville Community Center;

WHEREAS, swim instruction classes are in high demand and it is anticipated that the amount owed will exceed thirty-five thousand dollars (\$35,000.00); and

WHEREAS, this item is exclusively funded by the registration fees of participants and is a professional service.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement, which may exceed thirty-five thousand dollars (\$35,000.00), with Kristen Bernards for services rendered in performing swim instruction classes for the City's Parks and Recreation Department;

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696.0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Sarah Gwin to offer swim instruction for Bentonville Parks and Recreation.					

Estimated Cost	\$85,000.00
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
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: January 12, 2022
Re: Sarah Gwin- Instructional Swim Lesson Contractor

Resolution authorizing the Mayor to enter into an agreement with Sarah Gwin for the service of teaching instructional swimming lessons for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These include wellness classes such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Sarah Gwin. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Mrs. Gwin to exceed \$35,000 in total payments over the course of 2022. We are requesting Council approval to pay Mrs. Gwin an amount exceeding \$35,000 during the 2022 year. Mrs. Gwin's estimated payment for 2022 is \$85,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
City Hall
305 SW A Street
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this ____ (day) day of January (month), 2022, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Sarah Gwin, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Private Swim Lessons, defined herein, located at Bentonville Community Center.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay, or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 01 (day), 2022 (year), and will terminate on December (month) 31 (day), 2022 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes or lessons taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes or lessons.
 - f. Comply with schedules and deadlines for information set by the Parks and Recreation Department.
 - i. Failure to submit information (such as classes completed etc.) in a timely manner and in accordance with deadlines set by the Parks and Recreation Department may result in delayed payment.
 - g. Display professional etiquette at all times.
 - h. Understand that they are a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement 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 Agreement will be in the District Court of Benton County, Arkansas.



CITY OF BENTONVILLE, ARKANSAS
City Hall
305 SW A Street
BENTONVILLE, ARKANSAS 72712

12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Private Swim Lessons	

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
Private Swim Lessons	Per Lesson	\$ 27 .00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00
		\$.00

The City estimates \$ 85,000 .00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed classes or lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☐

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS 01 (DAY) OF 01 (MONTH), 2021 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

BY: _____

Instructor Signature

Sarah Gwin

Instructor (Printed Name)

Instructor Address _____
Rogers AR 72758

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SARAH GWIN, FOR SERVICES PROVIDED TEACHING INSTRUCTIONAL SWIM LESSONS; AND FOR OTHER PURPOSES.

WHEREAS, the Parks and Recreation Department utilizes independent contractors to teach many of the offered recreation and wellness classes, such as swim instruction, at the Bentonville Community Center;

WHEREAS, swim instruction classes are in high demand and it is anticipated that the amount owed will exceed thirty-five thousand dollars (\$35,000.00); and

WHEREAS, this item is exclusively funded by the registration fees of participants and is a professional service.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement, which may exceed thirty-five thousand dollars (\$35,000.00), with Sarah Gwin for services rendered in performing swim instruction classes for the City's Parks and Recreation Department;

Section 2: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving a Waiver of Bid in the amount of \$118,679.00 to Arkansas United States Specialty Sports Association to provide sports officials for Bentonville Parks and Recreation. Parks and Recreation utilizes a provider for sports officials for recreational league play. The provider recruits, trains, schedules, and pays the officials and will invoice BPR for the services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates a one point of contact, which makes this process much more efficient.					

Estimated Cost	\$118,679
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Vendor	Arkansas United States Speciality Sports Association
Total Cost	\$118,679
Description of Purchase <i>(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):</i>	
Parks and Recreation utilizes a provider for sports officials for recreational league play. The provider recruits, trains, schedules, and pays the officials and will invoice BPR for the services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates a one point of contact, which makes this process much more efficient.	

Justification <i>(Enter justification in space below):</i>
As the sanctioning organization for our youth programs, Arkansas USSSA is the only qualified organization to offer this service. Due to this it is impracticable to solicit bids for these services.



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: January 24, 2022
Re: Arkansas USSSA- Adult and Youth Sports Officials

Bid waiver in the amount of \$118,679 to Arkansas United States Specialty Sports Association (USSSA) for the service of providing officials for adult and sports for Bentonville Parks and Recreation.

Parks and Recreation utilizes a provider for sports officials for recreational youth baseball, adult kickball, adult and youth soccer, and youth softball league play. The provider recruits, trains, schedules, and pays the officials and will invoice BPR for the services. Utilizing this provider reduces the amount of individual contractors Parks and Recreation needs and creates a one point of contact, which makes this process much more efficient.

The agreement attached, allows Parks and Recreation to enter into a contract with Arkansas United States Specialty Sports Association for the service of providing officials for recreational league play. Due to the demand and number of participants in these programs, the amount of games that need to be officiated is extremely high. Parks and Recreation is anticipating USSSA paying \$118,679 for this service. The attached MOU is for the year 2022 with the option to be renewed for the years 2023 and 2024 if both parties so choose. This expense is fully recouped through registration fees for this program and is a budgeted item.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE
ARKANSAS

MEMORANDUM OF UNDERSTANDING

To: Mike Schmidt, Arkansas United States Sports Specialty Association

From: City of Bentonville, Arkansas Parks and Recreation Department

Date: January 24, 2022

Re: Partnership for providing Sports Officials for Bentonville Parks and Recreation

1. Intent.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Arkansas United States Sports Specialty Association ("Provider") and the City of Bentonville, Arkansas (City), for the use and benefit of Bentonville Parks and Recreation Department (BPR) for sports officiated programs operated at Bentonville municipal parks in 2022 (referred to as "Program").

2. Term.

The term for this MOU shall be for one (1) year, beginning on (month), 01 (day), 2022 (year) and ending on December (month), 31 (day), 2022 (year).

- A.** In the event that Program days or times are cancelled (due to inclement weather such as rainouts, or class cancellations), additional dates may be added to the end of the Program season as "make-up dates", or additional classes may be added as "make-up classes", as applicable to the Program described in this MOU. BPR will communicate the need for make-up dates to Provider. Provider agrees to be present for make-up dates or classes.
- B.** This MOU may be renewed by Amendment, annually upon mutual written agreement, for a maximum term of three (3) years. There shall be no change in the intent, pricing (excluding estimated totals), or terms and conditions of this MOU during the original term or for any renewal year. Mutually agreed upon changes in the schedule (days/times etc.) for renewal years shall be handled via Amendment at the time of renewal. Any Amendment to this MOU may require approval from the Bentonville City Council.

3. Duties of the City.

Bentonville Parks and Recreation:

- A.** Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- B.** Will create the program format, allowing for input and recommendation from Provider.
- C.** Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- D.** Will create all schedules for all programs, allowing for input and direction from Provider where it pertains to participant needs.
- E.** Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.



CITY OF BENTONVILLE
ARKANSAS

4. Duties of the Provider.

Provider:

- A.** Will be responsible for providing officials for soccer, baseball, softball and kickball events located in Bentonville municipal parks.
- B.** Officials provided by USSSA will be expected to contact BPR for questions regarding the programs, assigning, or any other relevant information to successfully officiate the games.
- C.** Will ensure that all officials are sanctioned by the appropriate governing body and have insurance that includes, but is not limited to liability and Worker's Compensation insurance.
- D.** For the purpose of defining "seasons" in the Memorandum of Understanding, fall and spring seasons serve as single, separate seasons.

5. Location and Schedule.

A. Location

Memorial Park Soccer Complex, Memorial Park Baseball/Softball Complex, Phillips Park

Schedule

- a. Season Dates (estimates):
Spring/Fall Season: March – November (date range), 2022
- b. Program Times (estimates):

Day	Time	Day	Time
Mondays	Varies	Fridays	Varies
Tuesdays		Saturdays	
Wednesdays		Sundays	
Thursdays			

*Dates/times are estimates only and are subject to change as determined by BPR.

6. Payment.

City agrees to pay Provider the following rate(s) for the Program.

Age Group Description	Number of Crew (ex. 2-person crew)	All Time Limits (ex. 60-64 minutes)	Payment (Per game, Per Official)
U9 Soccer	1-person	50 Minutes	\$20.00
U10 Soccer	1-person	50 Minutes	\$20.00
U12 Soccer	1-person	60 Minutes	\$25.00



CITY OF BENTONVILLE

ARKANSAS

JRH Soccer	1-person	60 Minutes	\$25.00
Adult Soccer	1-person	60 Minutes	\$45.00
1 st year MEM BB	2-person	1 Game	\$25.00
2-3 rd year MEM BB	2-person	1 Game	\$30.00
4-5 year (max) MEM BB	2-person	1 Game	\$35.00
Level 1 Phillips BB	2-person	1 Game	\$37.50
Level 2 Phillips BB	2-person	1 Game	\$40.00
Level 3 Phillips BB	2-person	1 Game	\$45.00
Level 4 (High School) Phillips BB	2-person	1 Game	\$50.00
U8-U18 SB	2-person	60-64 Minutes	\$38.00
U8-U18 SB	1-person	60-64 Minutes	\$48.00
U8-U18 SB	2-person	65-70 Minutes	\$40.00
U8-U18 SB	1-person	65-70 Minutes	\$50.00
Kickball	1-person	1 Game	\$25.00

a. Other Fees/Payments

- i. Softball League UIC Administrative Assigning Fee: \$500 Administrative fee per year plus \$3.00 per game
- ii. Baseball League UIC Administrative Assigning Fee: \$500 Administrative fee per year plus \$250 per week paid biweekly during the duration of the spring and fall seasons.
- iii. Kickball League UIC Administrative Assigning Fee: \$500 Administrative fee per year plus \$250 per week paid biweekly during the duration of the fall season.
- iv. Soccer League Referee Assignor Fee: \$8.00 per game scheduled.
- v. Soccer League Youth Field Marshal: \$25.00 per game time period.
- vi. Soccer League Adult Field Marshal: \$55.00 per game time period.
- vii. Soccer League Coach Trainer: \$25.00 per training session

b. Estimated total payment in 2022: **\$118,679**

c. Payment will be made only for completed sessions of the program(s).



CITY OF BENTONVILLE
ARKANSAS

7. Invoicing.

Provider shall submit an invoice for the program(s) upon conclusion of the program season to the remittance address below within one (1) week from conclusion of the season. Provider is responsible for confirming that the City has received the invoice. Invoices received correctly and on-time will be paid within fourteen (14) days of receipt. Invoices shall be submitted to:

Via Mail:

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

Via Email: accountspayable@bentonvillear.com

8. Terms and Conditions.

- A.** Payments will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s). This includes classes, lessons, camps, special programs etc.
- B.** Provider and Provider's personnel are required to display professional etiquette at all times. This MOU may be voided immediately by the City if Provider's or any of their personnel exhibits behavior that is detrimental to the operation of BPR.
- C.** Provider understands that neither Provider, nor any of Provider's employees or independent contractors are employees of the City of Bentonville, and that Provider is solely responsible for their employees and independent contractors.
- D.** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law.
- E.** It is understood that neither Provider is not acting as an agency for the City (or BPR) and that the City's statutory immunity does not extend to Provider's acts or omissions.
- F.** Upon the time of signing this MOU, Provider shall provide BPR with IRS Form W-9, and proof of Worker's Compensation Insurance as required by Arkansas Statute.
- G.** Provider and any of Provider's personnel who will be on-site providing the Program will be required to pass a mandatory background check, to be administered by BPR, prior to the Program beginning.
- H.** Provider indemnifies and holds harmless the City and all City personnel and officials against any liability resulting from Provider's negligence or wrongful acts, failure or breach of law.
- I. Termination:**
 - a.** General: This MOU may be terminated with ninety (90) days written notification from the BPR Director or assignee, or Provider.
 - b.** Termination for Cause: Breach of this MOU may result in immediate termination by the BPR Director or assignee.
 - c.** Termination for Lack of Funding: If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Provider under this MOU, City may terminate or reduce the amount of services to be provided by Provider under this MOU. In such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.



CITY OF BENTONVILLE
ARKANSAS

SIGNATURE PAGE

City of Bentonville, Arkansas

Date: _____

Name: Stephanie Orman, Mayor

Signature: _____

Provider

Date: _____

Name: _____

Signature: _____

Address: _____

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PROCUREMENT OF SPORTS OFFICIALS FOR CITY PROGRAMS; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS UNITED STATES SPECIALTY SPORTS ASSOCIATION (USSSA) FOR THIS SERVICE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation department facilitates numerous adult and youth recreational activities at which sports officials are needed;

WHEREAS, utilizing USSSA reduces the amount of individual contractors, ensures consistency in training and quality of service, and creates one point of contact for the City;

WHEREAS, based on previous years, it is estimated that this service will cost in excess of thirty-five thousand dollars (\$35,000.00) which necessitates the need to waive bidding; and

WHEREAS, this item is exclusively funded by the registration fees of participants.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement, which may exceed thirty-five thousand dollars (\$35,000.00), with USSSA for recreational sport officials needed for City athletic programming;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for sport official services needed for City recreational sport programming;

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☒ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Ordinance approving a Waiver of Bid in the amount of \$39,000 to Wize Academy to offer youth camp programs for Bentonville Parks and Recreation. Parks and Recreation utilizes professional camp providers to offer youth camp programs to the community. Wize Academy is specially trained to provide high quality STEM themed camps to youth in Northwest Arkansas.					

Estimated Cost	\$39,000
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Waiver of Bid Request

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Vendor	Wize Academy
Total Cost	\$39,000
Description of Purchase <i>(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):</i>	
Parks and Recreation utilizes professional camp providers to offer youth camp programs to the community. Wize Academy is specially trained to provide high quality STEM themed camps to youth in Northwest Arkansas.	

Justification <i>(Enter justification in space below):</i>
Wize Academy is the only local provider qualified to provide all elements of STEM camps including technology, computer, and engineer camps. Due to this and the nature of the service being provided, it is impractical to solicit competitive bids.



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: January 24, 2022
Re: Wize Academy MOU Agreement for 2022

Bid Waiver in the amount of \$39,000 to Wize Academy for the service of providing youth camp programs for Parks and Recreation.

Bentonville Parks and Recreation utilizes a professional camp provider to offer technology and engineering camp programs for the community. Wize Academy is a national program offering hundreds of learning programs to youth. Wize Academy currently works with several schools and other community programs in the Northwest Arkansas region.

The agreement attached, allows Bentonville Parks and Recreation to enter into a contract with Wize Academy for the service of providing youth camp programs. Due to the demand and number of participants in these programs, Wize Academy is anticipated to be paid more than \$35,000 in 2022. Bentonville Parks and Recreation is anticipating paying \$39,000 for these services. The attached MOU is for the year 2022 with the option to be renewed for the years 2023 and 2024 if both parties so choose. This expense is fully recouped through registration fees for this program and is a budgeted item.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE
ARKANSAS

MEMORANDUM OF UNDERSTANDING

To: Wize Academy

From: City of Bentonville, Arkansas Parks and Recreation Department

Date: January 13th, 2022

Re: Partnership for providing technology camps and programs for Bentonville Parks and Recreation

1. Intent.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Wize Academy ("Provider") and the City of Bentonville, Arkansas (City), for the use and benefit of Bentonville Parks and Recreation Department (BPR) for Camp Wize Academy and Camp Lego (referred to as "Program").

2. Term.

The term for this MOU shall be for one year, beginning on January (month), 1 (day), 20 22 (year) and ending on December (month), 31 (day), 20 22 (year).

- A.** In the event that Program days or times are cancelled (due to inclement weather such as rainouts, or class cancellations), additional dates may be added to the end of the Program season as "make-up dates", or additional classes may be added as "make-up classes", as applicable to the Program described in this MOU. BPR will communicate the need for make-up dates to Provider. Provider agrees to be present for make-up dates or classes.
- B.** This MOU may be renewed by Amendment, annually upon mutual written agreement, for a maximum term of three (3) years. There shall be no change in the intent, pricing (excluding estimated totals), or terms and conditions of this MOU during the original term or for any renewal year. Mutually agreed upon changes in the schedule (days/times etc.) for renewal years shall be handled via Amendment at the time of renewal. Any Amendment to this MOU may require approval from the Bentonville City Council.

3. Duties of the City.

Bentonville Parks and Recreation:

- A.** Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- B.** Will create the program format, allowing for input and recommendation from Provider.
- C.** Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- D.** Will create all schedules for all programs, allowing for input and direction from Provider where it pertains to participant needs.
- E.** Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.



CITY OF BENTONVILLE
ARKANSAS

4. Duties of the Provider.

Provider:

- A. Wize Academy will be responsible for providing professional coaching services for Camp Wize Academy and Camp Lego.
- B. Wize Academy will provide enough instructors to meet an acceptable participant/instructor ratio based upon the age of the participant. BPR will make the final determination of the acceptable participant/instructor ratio.
- C. Wize Academy agrees to maintain and provide proof of all certifications if needed.
- D. Wize Academy is responsible for finding his/her own substitute, if necessary, and notifying management in advance for written approval. Wize Academy is responsible for paying the substitute.
- E. Wize Academy will provide all necessary materials and supplies that coordinate with each camp and/or program.
- F. Wize Academy will be on time and ready for participants 15mins before the program starts and will stay until the last participant leaves the program.

5. Location and Schedule.

A. Location

Bentonville Parks and Recreation Facilities

B. Schedule

a. Program Times (estimates):

Day	Time	Day	Time
June 13 th – June 16 th Camp Wize Academy	9:00am – 12:00pm 1:00pm – 4:00pm	July 18 th – July 21 st Camp Wize	9:00am – 12:00pm 1:00pm – 4:00pm
June 20 th – June 23 rd Camp Wize Academy	9:00am – 12:00pm 1:00pm – 4:00pm	June 6 th – June 9 th Camp Lego	9:00am – 12:00pm 1:00pm – 4:00pm
June 27 th – June 30 th Camp Wize Academy	9:00am – 12:00pm 1:00pm – 4:00pm	July 5 th – July 8 th Camp Lego	9:00am – 12:00pm 1:00pm – 4:00pm
July 11 th – July 14 th Camp Wize Academy	9:00am – 12:00pm 1:00pm – 4:00pm	July 25 th – July 28 th Camp Lego	9:00am – 12:00pm 1:00pm – 4:00pm

*Dates/times are estimates only and are subject to change as determined by BPR.

6. Payment.

City agrees to pay Provider the following rate(s) for the Program.

- a. \$124.00 per camper for Camp Wize Academy
\$100.00 per camper for Camp Lego
- b. Estimated total payment in 2022: \$31500.00
- c. Payment will be made only for completed sessions of the program(s).



CITY OF BENTONVILLE
ARKANSAS

7. Invoicing.

Provider shall submit an invoice for the program(s) upon conclusion of the program season to the remittance address below within one (1) week from conclusion of the season. Provider is responsible for confirming that the City has received the invoice. Invoices received correctly and on-time will be paid within fourteen (14) days of receipt. Invoices shall be submitted to:

Via Mail:

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

Via Email: accountspayable@bentonvillear.com

8. Terms and Conditions.

- A.** Payments will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s). This includes classes, lessons, camps, special programs etc.
- B.** Provider and Provider's personnel are required to display professional etiquette at all times. This MOU may be voided immediately by the City if Provider's or any of their personnel exhibits behavior that is detrimental to the operation of BPR.
- C.** Provider understands that neither Provider, nor any of Provider's employees or independent contractors are employees of the City of Bentonville, and that Provider is solely responsible for their employees and independent contractors.
- D.** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law.
- E.** It is understood that neither Provider is not acting as an agency for the City (or BPR) and that the City's statutory immunity does not extend to Provider's acts or omissions.
- F.** Upon the time of signing this MOU, Provider shall provide BPR with IRS Form W-9, and proof of Worker's Compensation Insurance as required by Arkansas Statute.
- G.** Provider and any of Provider's personnel who will be on-site providing the Program will be required to pass a mandatory background check, to be administered by BPR, prior to the Program beginning.
- H.** Provider indemnifies and holds harmless the City and all City personnel and officials against any liability resulting from Provider's negligence or wrongful acts, failure or breach of law.
- I. Termination:**
 - a.** General: This MOU may be terminated with ninety (90) days written notification from the BPR Director or assignee, or Provider.
 - b.** Termination for Cause: Breach of this MOU may result in immediate termination by the BPR Director or assignee.
 - c.** Termination for Lack of Funding: If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Provider under this MOU, City may terminate or reduce the amount of services to be provided by Provider under this MOU. In such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.



CITY OF BENTONVILLE
ARKANSAS

SIGNATURE PAGE

City of Bentonville, Arkansas

Date: _____

Name: Stephanie Orman, Mayor

Signature: _____

Provider

Date: _____

Name: _____

Signature: _____

Address: _____

ORDINANCE NO. 22-_____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE SERVICE OF PROVIDING TECHNOLOGY AND ENGINEERING YOUTH CAMP PROGRAMS; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH WIZE ACADEMY FOR SAID SERVICE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation department organizes technology and engineering camps for the community;

WHEREAS, Wize Academy is a national organization, offering hundreds of youth learning programs, which currently works with several schools and other community partners in our area;

WHEREAS, due to the demand and number of previous participants, it is estimated that this service will cost in excess of thirty-five thousand dollars (\$35,000.00) which necessitates the need to waive bidding; and

WHEREAS, this item is exclusively funded by the registration fees of participants.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement, which may exceed thirty-five thousand dollars (\$35,000.00), with Wize Academy for youth engineering and technology camp programming;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for City youth camp programming;

Section 3: Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation
Submitted by	Josh Stacey
Phone	(479) 696-0204

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$20,000.00 from Bentonville Youth Baseball to be used for public art at Phillips Park.					

Estimated Cost	NA
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
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: January 24, 2022
Re: Bentonville Youth Baseball Donation Acceptance

Resolution authorizing the Mayor and City Clerk to accept a donation in the amount of \$20,000 from Bentonville Youth Baseball to be used for public art at Phillips Park.

Bentonville Youth Baseball (BYB) has offered organized youth baseball leagues and activities in the Bentonville community for decades. Recently BYB transitioned the operation of these programs to Bentonville Parks and Recreation. As part of dissolving their organization, BYB has chosen to donate \$20,000 to go towards public art to be located at the renovated Phillips Park Baseball Complex upon the completion of that project. The wish for the art will be to celebrate the volunteer coaches and community members who supported the league over the decades.

This is a request to accept the donated money. The art work(s) will go through the appropriate process and approvals from the Public Art Advisory Committee and the Parks and Recreation Advisory Board and be brought to City Council for final approval once the art is selected.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.

RESOLUTION NO. R-22_____

A RESOLUTION RECOGNIZING A DONATION FROM BENTONVILLE YOUTH BASEBALL (BYB) TO THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT, IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00); USING SAID DONATION FOR PUBLIC ART AT THE PHILLIPS PARK BASEBALL COMPLEX; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department has received a twenty thousand dollar (\$20,000.00) donation from BYB; and

WHEREAS, this donation was given to be used for public art at the renovated Phillips Park Baseball Complex.

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

Section 1: That the donation from BYB, in the amount of twenty thousand dollars (\$20,000.00), is accepted for use by the Bentonville Parks and Recreation Department;

Section 2: That this donation will be used for public art at the Phillips Park Baseball Complex;

Section 3: Severability Provision- If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation Department
Submitted by	Wade Tomlinson
Phone	(479) 271-3392

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing a budget adjustment and for the Mayor and City Clerk to enter into an amended agreement with Ecological Design Group for the design of the future 28th Street Park to include construction observation services.					

Estimated Cost	\$59,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Contract funded using the Bentonville Parks and Recreation Departments Park Development Fees.	





Budget Adjustment Request

Date of City Council Meeting	2/8/2022
Department	Parks and Recreation Department
Submitted by	Wade Tomlinson
Phone	(479) 271-3392

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i> Parks and Recreation Staff is requesting City Council's approval for a budget adjustment to the contract with EDG for design services of the 28th Street Park to include construction administration services.
--

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
105030	47390	Other Capital		\$ 59,000.00
105030	39192	Park Impact Fees	\$59,000.00	
		Totals	\$ 59,000.00	\$ 59,000.00
		Net Impact on Fund Balance	\$ -	

*Final Account Number will be determined by Accounting Department after approval and purchase



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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Wade Tomlinson, Parks Planner
Thru: David Wright, Parks and Recreation Director
Date: February 8, 2022
Re: Contract amendment to EDG for design services

Parks and Recreation Staff is requesting City Council's approval amend the contact with EDG for designer services of the 28th Street Park to include construction administration services. Additionally a budget adjustment request is required to utilize existing park development fees for this change to the contract.

In 2011, Cynthia Coughlin donated land in SW Bentonville for a future park. When we accepted the land donation, we discussed the duration of time it could be before we move to construction. At the time there were other priorities but we knew development needed to occur around the raw land before we were ready to proceed with planning the park.

Fast forward to today, development has certainly occurred. The Play Bentonville plan highlighted this area and provide ideas of how to utilize the space. In 2018, Parks and Recreation created the master plan that was adopted by the Parks Board. Funding sources were identified for use for developing the master plans, concept plans, design development plans and finally contraction plans. The department hired EDG to perform the design work but that contract did not include construction administration services.

A construction manager, Flintco, was hired during the final stages of design. The City recently approved Flintco to manage the final construction phase of the project. Since EDG managed 100% of the design, the Bentonville Parks Department selects EDG to finish out the project and manage the construction administration. Thus the department is requesting the contract be amended by \$59,000 to include this service.

The original agreement with Ecological Design Group (EDG) is valued at \$338,375. We are asking that council also approve a budget adjustment in the amount of \$59,000 to be paid for by Parks Impact Fees.

If you have any questions regarding this item, please let me know. Please call me at 271-3392 or email wtomlinson@bentonvillear.com.



October 29, 2021

Mr. David Wright
Parks and Recreation Director
City of Bentonville
215 SW A St.
Bentonville, AR 72712

RE: **Future Park at 28th Street, Bentonville Arkansas**

Dear Mr. Wright:

Per your request, we are pleased to submit the following amendment to our proposal for professional services regarding the above-mentioned project. The purpose of the services proposed herein is to provide Construction Administration services for the planned 28th Street Park improvements.

BASIC SERVICES

TASK F: Construction Administration:

Perform Construction Administration including:

1. RFI tracking and responses;
2. Submittal log schedule;
3. Submittal reviews;
4. Shop drawing reviews;
5. Pay application review; and
6. Site inspections as required to confirm compliance with the construction documents, resolve infield conflicts with design intent, photo documentation of all elements of construction.

REMUNERATION

We propose to perform the Construction Administration services described above based on the lump sum fee listed below:

Basic Services:

TASK F: Construction Administration Items 1-6 \$ 59,000.00

TOTAL FEE \$ 59,000.00

Indemnification:

Without waiving immunity pursuant to the law, the Client shall hold harmless and indemnify EDG, their directors, officers, employees, representatives and agents against any damage, injury, liability, and reasonable cost and expense, but only to the extent they arise out of any negligent acts or omissions, willful acts, or omissions, and / or material breach of the contract of Client, its agents, servants, employees, or lower tiered contractors in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this agreement.

CONTRACTOR:



Date: October 29, 2021

Martin L. Smith, PLA
Principal, Ecological Design Group, Inc.
216 West Birch Street
Rogers, Arkansas 72756

OWNER:

Date: _____

City of Bentonville, Arkansas

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH ECOLOGICAL DESIGN GROUP (EDG); ADJUSTING THE 2022 BUDGET TO APPROPRIATE FIFTY-NINE THOUSAND DOLLARS (\$59,000.00) FROM ACCOUNT #105030-39192, PARK IMPACT FEES, INTO ACCOUNT #105030-47390, OTHER CAPITAL, TO FUND SAID AMENDMENT; AND FOR OTHER PURPOSES.

WHEREAS, EDG managed the entirety of the design for the 28th Street Park;

WHEREAS, now that the final phase of this project is ready for construction, the Bentonville Parks and Recreation Department believes EDG would best serve to finish out the project by managing construction administration; and

WHEREAS, the additional money needed for the contract amendment will be paid for out of Parks Impact Fees.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract amendment with EDG for construction administration services of the final phase of the 28th Street Park;

Section 2: The 2022 Budget is adjusted to recognize fifty-nine thousand dollars (\$59,000.00) in revenue account #105030-39192, Park Impact Fees, and to appropriate those funds into account #105030-47390, Other Capital, to fund said contract amendment;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

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Memo



To: City Council, Mayor Orman

Thru: David Wright, Park and Recreation Director

From: Ali Worley, Animal Services Manager

Date: January 25, 2022

Re: Council approval of Change Order 1, in the amount of \$15,668, for the Animal Services Facility.

Bentonville Animal Services requests City Council approval of a change order for the new Bentonville Animal Services & Adoption Center.

Change Order #1a (labeled as PCCO #2) addresses metal wall panels. Our team sought a variance of current planning requirements to allow for a full brick veneer building. Planning Commission unanimously approved our request. This increase accounts for replacement of the metal panels with a brick veneer. The amount of the increase is \$10,184. The all brick building will be more aesthetically pleasing and have a timeless appearance. It requires less maintenance will have longer life span.

Change Order #1b (labeled at PCCO #3) allows CR Crawford to install security cameras throughout the facility, in the amount of \$5,484.00. Our initial plan was for 27 security cameras were to be placed throughout the building, with an original price of \$15,569. This price was planned to be paid from the FF&E and performed by our IT Department. After reviewing the camera plans, we reduced the number of cameras and see the benefit of the original contractor managing the installation.

This increases the value of the contract with CR Crawford by \$15,668. However, the project budget has not changed. The price from the cameras merely moves from the City managed FF&E Budget to the construction contract. The \$10,184 is an increase in the building material, but comes after \$35,000 in savings from the original GMP. If you look at the Change Order forms, you will see the original GMP was \$3,568,512. After these two change orders, we sit at a price of \$3,549,180.

If you have any questions regarding this item, please call me at 479-254-2055 or email aworley@bentonvillear.com.



C.R. Crawford Construction, LLC
1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701
Phone: (479) 251-1161
Fax: (479) 571-1161

Project: 21-020 - Bentonville Animal Services
801 SW 41st St
Bentonville, Arkansas 72712

Prime Contract Change Order #002: Proposal Request #1

TO:	City of Bentonville (Customer) 117 W Central Bentonville, Arkansas 72712	FROM:	C.R. Crawford Construction, LLC 1102 S. Happy Hollow Road Fayetteville, Arkansas 72701
DATE CREATED:	1/18/2022	CREATED BY:	Kaysha Stogsdill (C.R. Crawford Construction, LLC)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Krista Kirk (C.R. Crawford Construction, LLC)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	21020:Bentonville Animal Services Prime Contract	TOTAL AMOUNT:	\$10,184.00

DESCRIPTION:
PR #1 proposing to replace the metal wall panels with brick veneer- \$10,184

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	PR #1		\$10,184.00
Total:			\$10,184.00

CHANGE ORDER LINE ITEMS:

PCO # 002: PR #1

#	Budget Code	Description	Amount
1	7-500.S Roofing Sub.Subcontract	Proposal Request #1	\$(16,000.00)
2	4-200.S Masonry Sub.Subcontract	Proposal Request #1	\$25,258.00
3	1-860.O Contingency Allowance.Other	Proposal Request #1	\$926.00
Grand Total:			\$10,184.00

The original (Contract Sum)	\$3,568,512.00
Net change by previously authorized Change Orders	(\$35,000.00)
The contract sum prior to this Change Order was	\$3,533,512.00
The contract sum would be changed by this Change Order in the amount of	\$10,184.00
The new contract sum including this Change Order will be	\$3,543,696.00
The contract time will not be changed by this Change Order.	



**Phil Mevert (Hight-Jackson Associates,
PA)**

5201 Village Parkway #300
Rogers, Arkansas 72758

City of Bentonville (Customer)

117 W Central
Bentonville, Arkansas 72712

C.R. Crawford Construction, LLC

1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**



C.R. Crawford Construction, LLC
1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701
Phone: (479) 251-1161
Fax: (479) 571-1161

Project: 21-020 - Bentonville Animal Services
801 SW 41st St
Bentonville, Arkansas 72712

Prime Contract Change Order #003: Security Cameras Added to Scope

TO:	City of Bentonville (Customer) 117 W Central Bentonville, Arkansas 72712	FROM:	C.R. Crawford Construction, LLC 1102 S. Happy Hollow Road Fayetteville, Arkansas 72701
DATE CREATED:	1/24/2022	CREATED BY:	Kaysha Stogsdill (C.R. Crawford Construction, LLC)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:	Krista Kirk (C.R. Crawford Construction, LLC)	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	21020:Bentonville Animal Services Prime Contract	TOTAL AMOUNT:	\$5,484.00

DESCRIPTION:
Security Cameras

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003	Security Camera added to Scope		\$5,484.00
Total:			\$5,484.00

CHANGE ORDER LINE ITEMS:

PCO # 003: Security Camera added to Scope

#	Budget Code	Description	Amount
1	16-600.S Fire Alarm Sub.Subcontract	Security Cameras Added	\$4,985.00
2	1-860.O Contingency Allowance.Other	Contingency	\$499.00
Grand Total:			\$5,484.00

The original (Contract Sum)	\$3,568,512.00
Net change by previously authorized Change Orders	(\$24,816.00)
The contract sum prior to this Change Order was	\$3,543,696.00
The contract sum would be changed by this Change Order in the amount of	\$5,484.00
The new contract sum including this Change Order will be	\$3,549,180.00
The contract time will not be changed by this Change Order.	

**Phil Mevert (Hight-Jackson Associates,
PA)**

5201 Village Parkway #300
Rogers, Arkansas 72758

City of Bentonville (Customer)

117 W Central
Bentonville, Arkansas 72712

C.R. Crawford Construction, LLC

1102 S. Happy Hollow Road
Fayetteville, Arkansas 72701

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

RESOLUTION NO. R-22-_____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CHANGE ORDERS WITH CR CRAWFORD, IN THE TOTAL AMOUNT OF FIFTEEN THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS (\$15,668.00) FOR THE BENTONVILLE ANIMAL SERVICES AND ADOPTION CENTER; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Planning Commission approved a variance allowing for brick veneer to replace metal wall panels for the Bentonville Animal Services and Adoption Center;

WHEREAS, after review a reduction in the number of security cameras and installation done by CR Crawford, instead of the City's IT Department, is most beneficial to the project; and

WHEREAS, these change orders increase the contract price by fifteen thousand six hundred sixty-eight dollars (\$15,668.00) but do not increase the overall project budget.

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

Section 1: The Mayor and City Clerk are authorized to enter into change orders with CR Crawford in the amount of fifteen thousand six hundred sixty-eight dollars (\$15,668.00) for the Bentonville Animal Services and Adoption Center;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3: Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2022.

APPROVED:

STEPHANIE ORMAN, Mayor

Attest:

KIRBY ROMINES, City Clerk



Agenda Item Form

Date of City Council Meeting	2/8/2022
Department	Administration
Submitted by	Mayor Stephanie Orman
Phone	(479) 271-5966

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
City Council affirming the Mayor's recommendation for the Housing Affordability Work Group. The Mayor recommends Awais Amin, Debbie Martin, Jeff Webster, John "Ben" Van Kleef, Paige Sauerwein, and Patti Constantakis to serve on "The Work Group" for a term of one (1) year.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Boards and Commissions Application Form

Applicant Information

First Name Awais

Last Name Amin

Address

City Bentonville

State Arkansas

Zip Code 72713

Home / Cell Phone

Email Address

Length of Bentonville
Residency 2.5 year

Employer self-employed

Occupation Sale- Real estate

Business Phone

(Section Break)

References

Please provide 2 references

Name shazad Aslam

Email Address

Address

City Bentonville

State Aransas

Zip Code 72713

Phone Number

Name	Naheed bibi
Email Address	
Address	
City	Bentonville
State	Arkansas
Zip Code	72713
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Housing Affordability Workgroup
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	*Ambitious Voluntary for Community *10 year of sales and services experience *Arkansas sale Real-estate licensee *some college *multilingual * Member Bentonville Mayor Community Council 2021 *Bentonville DEI Task Force Ambassador
2. Why would you like to be considered for appointment to this commission or board?	As a young family resident of Bentonville and related to real estate career, housing affordability Workgroup touches me the most, and truly feel and understand importance of the Workgroup and its need in today and near future for the working class and young families of Bentonville, I am ready 100% volunteer for this cause , it will be great opportunity for me to learn.
3. What do you hope to be able to contribute?	I am starting full time Real estate career, where I am everyday in the field related to Workgroup Cause ,which may helpful in way of public relations, collecting data and Ground reality or any related task given by the Workgroup.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.	Yes
--	-----

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees	Awais Amin
--	------------

Date	12/4/2021
------	-----------



Boards and Commissions Application Form

Applicant Information

First Name Debbie

Last Name Martin

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 26 years

Employer Havenwood

Occupation Executive Director

Business Phone

(Section Break)

References

Please provide 2 references

Name Cie Cochran

Email Address

Address

City Bentonville

State AR

Zip Code 72712

Phone Number

Name	Pam Hutcheson
Email Address	
Address	
City	Farmington
State	AR
Zip Code	72702
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Housing Affordability Workgroup

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

I am the Executive Director of Havenwood. Havenwood is a transitional housing program for single mothers and their children in Bentonville. I have been the director for 8 years. I am also on the board of the NWA Continuum of Care. This is a coalition of organizations and community members who desire to see an end to homelessness in NWA. I have a Master's Degree and have worked in social services for the last 23 years.

My experience and collaborations throughout NWA has helped me to understand some of the barriers that individuals and families have when it comes to housing and food insecurity. I understand also that many of our families need assistance in terms of case management to learn how to budget, prioritize spending and to utilize the resources found in our community.

2. Why would you like to be considered for appointment to this commission or board?

I believe that I can offer the perspective of those who are living below the poverty line and who are experiencing housing insecurity because of many barriers some of which are not of their own making. I have worked with the housing insecure and the homeless in Benton and Washington County for a long time

and I understand the struggles. I believe that there are workable solutions that can serve the needs of all groups which can provide a very inclusive and welcoming community for all.

It is my desire to be part of the solution rather than just restating the problem. We all understand the lack of affordable housing in NWA but defining affordable and looking at how to mix incomes in housing and potentially look at shared housing options might be options by which we can set more people up for success.

3. What do you hope to be able to contribute?

I believe that I have a unique understanding of the barriers families in Bentonville face when housing is an issue. Housing insecurity is one of the major stressors for both the adults and the children as when a person does not know where they are going to sleep at night, it is extremely difficult to work, go to school or to learn.

I hope to contribute a knowledge and understanding of grants and assistance available for residents of Bentonville while also connecting some of the barriers with some of the solutions offered for families. I believe that everyone who desires to live in Bentonville and to experience all the wonderful amenities that Bentonville has to offer should be able to.

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Debbie Martin
Restrictions on
Appointees

Date 12/6/2021



Boards and Commissions Application Form

Applicant Information

First Name Jeff

Last Name Webster

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 2 years

Employer Excellerate Foundation

Occupation President/CEO

Business Phone

(Section Break)

References

Please provide 2 references

Name Melody Martens

Email Address

Address

City Bentonville

State AR

Zip Code 72712

Phone Number

Name	Mark Snodgrass
Email Address	
Address	
City	Bentonville
State	AR
Zip Code	72712
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Housing Affordability Workgroup

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

Excellerate Foundation, has affordable housing as one of our strategic pillars of our strategy. In the last three years we have been able to unify the NWA community in creating a \$40M NWA Regional Housing fund to assist in the building of affordable housing in NWA including Bentonville. We have directly led the community efforts for another development on SW "I" Street that has been approved by the city including some fare market rate units. We are building more than buildings. We are leveraging our Hark relationships and community building expertise from other organizations to these facilities to build relationships across the different groups that will live there. Lastly, we also working with other affordable housing developers in Bentonville to build community at their developments as well.

As a partner with Benton County for their ERA program, we have met hundreds of City of Bentonville citizens that needed help due to Covid, and have helped them with millions of dollars of utility and rental support. We have brought more than just rental support, we have helped them on other social

dimensions thus gaining a rich comprehensive understanding of what is needed.

2. Why would you like to be considered for appointment to this commission or board?

We have a passion for helping people that are just out of sight of all of us. The people that work at our schools, fire stations, restaurants, and entry level positions for most businesses. In short these people are us.

I believe our foundation has resources & relationships, within the community that are valuable to this effort. Further we have a solid understanding of the federal programs that can be of assistance to developers.

3. What do you hope to be able to contribute?

As stated above, expertise, passion, relationships, and strategic thinking on how Bentonville could approach this topic to help our citizens.

(Section Break)

Qualifications for Serving

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I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees

Jeff Webster

Date

11/24/2021



Boards and Commissions Application Form

Applicant Information

First Name John "Ben"

Last Name Van Kleef

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville Residency Two Years

Employer Blue Crane, LLC

Occupation Real Estate Development

Business Phone

(Section Break)

References

Please provide 2 references

Name Casey Kleinhenz

Email Address

Address

City Bentonville

State AR

Zip Code 72712

Phone Number

Name	Brenda Anderson
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	N/A

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Housing Affordability Workgroup

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

I have several years of experience administering and developing affordable housing programs. Prior to moving to Bentonville, I served in various leadership roles at the Arkansas Development Finance Authority. My main focus was in multifamily affordable housing. My role included administering state and federal affordable housing funds, as well as drafting the rules and regulations of those programs.

I'm a licensed attorney. I specialized in Low-Income Housing Tax Credits (Section 42 of the Internal Revenue Code), as well as various HUD programs such as HOME and CDBG.

Below are more detailed qualifications specific to affordable housing.

PROFESSIONAL EXPERIENCE

ARKANSAS DEVELOPMENT FINANCE AUTHORITY

Vice President, Multifamily & General Counsel, January 2017 - November 2019

Chief legal adviser to the ADFA Board of Directors, President, and other members of executive management.

Administer and Manage the Housing Tax Credit Program, specifically all duties and responsibilities of the Housing Tax Credit Program Manager.

Assist private investors and real estate developers in Housing Tax Credit portfolio acquisitions, dispositions and other transactions.

Participate in monitoring, oversight, and management of developer and investor relationships, including deal pipeline and overall strategy.

Oversee compliance monitoring and reporting for approximately 4,500 rental developments consisting of approximately 20,000 residential units.

Provide technical assistance to affordable housing organizations and real estate developers in areas of affordable housing funding, feasibility analysis, financial modeling, and strategic planning.

Vice President, Housing Division, September 2015 - December 2016

Managed and oversaw project underwriting, contract negotiation, and administration for Housing Tax Credits, Mortgage Revenue Bonds, Multifamily Residential Private Activity Bonds, HOME, CDBG, and other various funding sources.

Directed and managed more than \$75 million in annual affordable housing funding sources.

Oversaw compliance monitoring and reporting for approximately 4,500 rental developments consisting of approximately 20,000 residential units.

Developed and maintained productive interagency relationships: U.S. Department of the Treasury, Internal Revenue Service, U.S. Department of Housing and Urban Development; U.S. Department of Agriculture, state agencies, local housing authorities; and affordable housing developers and investors.

Housing Tax Credit Program Manager, June 2015 - September 2015

Assisted private investors and real estate developers in

Housing Tax Credit portfolio acquisitions, dispositions and other transactions.
Participated in monitoring, oversight, and management of developer and investor relationships, including deal pipeline and overall strategy.

2. Why would you like to be considered for appointment to this commission or board?

Based upon my knowledge and experience in affordable housing, I have a civic duty to volunteer my time to the city to help develop plans, educate my neighbors, and help try to solve the affordable housing problem that we're facing right now.

3. What do you hope to be able to contribute?

I hope to contribute my knowledge, experience, and creativity to help create an affordable housing plan for Bentonville.

(Section Break)

Qualifications for Serving

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I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Restrictions on Appointees

J. Benjamin Van Kleef

Date

11/23/2021



Boards and Commissions Application Form

Applicant Information

First Name Paige

Last Name Sauerwein

Address

City Bentonville

State AR

Zip Code 72712

Home / Cell Phone

Email Address

Length of Bentonville
Residency 3 years

Employer Specialized Real Estate Group

Occupation General Manager

Business Phone

(Section Break)

References

Please provide 2 references

Name Sarah

Email Address

Address

City Springdale

State AR

Zip Code 72764

Phone Number

Name	Rebecca Burkes
Email Address	
Address	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Housing Affordability Workgroup

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

I have been in property management in the Northwest Arkansas area for over 7 years now. I have managed properties in student housing, luxury class A property, and even a property that had a work force housing program in the last year.

I hold a Certified Apartment Manager (CAM) certification from the National Apartment Association. This credential is earned by taking 40 hours of classes and a comprehensive exam to prove knowledge retention. I also hold a Bachelors Degree in Business Administration from the University of Arkansas.

2. Why would you like to be considered for appointment to this commission or board?

I believe I would be a great candidate for this workgroup because I am able to provide insight on how the decisions made in regards to affordable and work force housing will effect the on-site teams that have to implement the changes.

In the past year, I was on the Crystal Flats management team. I had to be the liaison between the Community Development Corporation and the applicants of the work force housing program. I have the experience to provide inside knowledge of

pain points experienced by all three groups of this transaction- the management team, the Community Development Corporation, and the applicants. As it is right now, there is plenty of room for improvements.

My current company, Specialized Real Estate Group, is expected to take on management for projects that will have Work Force housing in the next year and I would love to be included in the conversations for who qualifies for the program and how we can improve on the current application processes.

As Northwest Arkansas, and specifically Bentonville, continues to grow at our rapid pace- we are going to have a more increased demand for affordable housing. I would hate to see Bentonville turn into a similar story to Seattle, Portland, or Austin where the individuals who work in the service industry in our downtown cannot even afford to live here. We want to make sure we are still including a diverse range of citizens, and that includes a diverse range of incomes and jobs. It is important to me to serve the city I live in, and this Workgroup matches most closely with my skills and experience.

3. What do you hope to be able to contribute?

One of my biggest strengths in the workplace is being able to streamline processes as much as possible, and I want to bring that to both the affordable housing and work force housing programs.

The largest contribution, I would like to focus on is the application process for the programs. I know that both the Green Circle management group and the Lund Co management group use two very different processes currently. If we are able to make a clear definition of who qualifies for Work Force housing discounts, and make a more simple process of the application process, the whole City of Bentonville would benefit from having a set Standard and Procedures Document for that. As mentioned above, I am expecting to work on many projects with my company that will include some of these programs and I am very invested in helping them go more smoothly.

(Section Break)

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I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

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Agreement to Abide by
Restrictions on
Appointees

Paige Sauerwein

Date

12/2/2021



Boards and Commissions Application Form

Applicant Information

First Name Patti

Last Name Constantakis

Address

City Bentonville

State ar

Zip Code 72712-3426

Home / Cell Phone

Email Address

Length of Bentonville
Residency 1.5 years

Employer Walmart Foundation

Occupation Director, Philanthropy

Business Phone

(Section Break)

References

Please provide 2 references

Name Gayatri Agnew

Email Address

Address

City Bentonville

State Arkansas

Zip Code 72712

Phone Number

Name	Matt Beiler
Email Address	
Address	
City	Bentonville
State	AR
Zip Code	72712
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Housing Affordability Workgroup

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

I don't have a lot of formal experience working on housing affordability, but did serve on a small committee in my former home town in the SF Bay Area (Mountain View, CA) that looked at housing options for specific populations in the city -- teachers, long time elderly residents, low-income immigrants and the homeless. The committee's charge was to oversee a consultant who was putting together a recommendation to the city council.

In addition, I currently work in philanthropy at the Walmart Foundation and my area of focus is on economic advancement for working adults. Through my work I have a good understanding of the ways in which financial strains can have a significant impact on a family's well-being and future.

2. Why would you like to be considered for appointment to this commission or board?

My interest in the topic is strong. I lived for many years in a town that was quite affordable and a very nice place to live until Google came to town. We struggled to balance the advantages of the property value increases with rising rental and sales prices that effectively priced out a large majority of long time residents. I am very happy to see that a working group is being

formed to study the issue here BEFORE it gets too far down the line. And I'd like to try to bring my perspective and experience living through it in CA to Bentonville.

3. What do you hope to be able to contribute?

I hope to contribute my professional and personal perspective to the working group. I am hoping that my lived experience in CA and that my work with working adults seeking economic advancement will bring a good balance to the project. My hope is that the group's recommendations will be solid and implementable for the community.

(Section Break)

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Yes

(Section Break)

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Agreement to Abide by Restrictions on Appointees

Patti Constantakis

Date

12/6/2021
