



## **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](mailto: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](mailto: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.

City Council Meeting

Tuesday, February 22, 2022 6:00 p.m.

City Hall

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\\_4oiIPrESRCKWdUMrIFa8BQ](https://us02web.zoom.us/webinar/register/WN_4oiIPrESRCKWdUMrIFa8BQ)

**Public Comments on Tonight’s Agenda Items (Limited Public Forum)**

**Questions, Comments and Discussion from City Council Members on Tonight’s Agenda**

**Call to Order Pledge of**

**Allegiance**

**Moment of Silence – For our Military Forces Roll Call**

**Approval of Minutes: February 8, 2022**

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### **AGENDA**

1. Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Sergeant Andrew Albers on his retirement from the City of Bentonville Police Department, effective March 1, 2022. This resolution recognizes Andrew Albers for more than 24 years of dedicated and decorated law enforcement service, to include 19 years of service to the Bentonville Police Department. This resolution also wishes Andrew Albers much health, happiness, and continued success in all his future endeavors. See attached resolution.

(Pages 6-7)

2. Planning:

- 2a. **Ordinance accepting a Lot Split of Lot 10 Block 16 of Railroad Addition creating new Lot 12, Block 16 of Railroad Addition to the City of Bentonville, Arkansas (Project Number: LS21-0069). 307 SE Henry Street.** (Pages 8-12)

**The Planning Commission voted 7-0, recommending approval.**

A lot split of part of existing Lot 10, Block 16 creating new Lot 12, (+/-0.18 acres) Block 16 of Railroad Addition. The plat dedicates right-of-way along SE Henry Street per the Master Street Plan requirements. The plat also dedicates a 10' wide utility easement that runs parallel to the newly dedicated right-of-way along SE Henry Street.

- 2b(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 Office. (Project Number: RZ22-0002). 4103 SW 2<sup>nd</sup> Street.** (Pages 13-23)

**The Planning Commission voted 7-0, 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 General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place. The applicant has requested a change to the future land use plan from Residential Estate to General Commercial. Staff recommends that, instead, the change is to Office. General Commercial typically supports zoning districts such as C-1 and C-2 in the Edge Growth priority area, but Office typically supports the R-O and C-1 zoning districts. Staff believes that this would allow the applicant to still have the use they are wanting without setting the stage for a future rezone to C-2.

- 2b(2). **Ordinance changing real estate in the City of Bentonville, Arkansas from its present zoning classification of R-E Residential Estate to C-1 Neighborhood Commercial. (Project Number: RZ22-0002). 4103 SW 2<sup>nd</sup> Street.** (Pages 24-25)

**The Planning Commission voted 7-0, recommending approval.**

The C-1 district is established to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be as inconspicuous as possible as should loading and trash collection areas.

While there are no C-1 zoning districts in the immediate area, the zoning district would be able to provide needed neighborhood services to the surrounding residential properties. Additionally, this lower intensity commercial zoning district is appropriate at the intersection of an arterial and collector. This request is in line with the intent of the Bentonville Community Plan Priority Area 3.

- 2c(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 General Commercial (Project Number: RZ22-0003). SE 28<sup>th</sup> and SE J Street.** (Pages 26-37)

**The Planning Commission voted 7-0, 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 General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

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.

- 2c(2). **Ordinance changing real estate in the City of Bentonville, Arkansas, from its present zoning classification of A-1 Agricultural to C-2, General Commercial (Project Number: RZ22-0003). SE 28<sup>th</sup> and SE J Street.** (Pages 36-37)

**The Planning Commission voted 7-0, recommending approval.**

This rezoning request is consistent with the intent of the Bentonville Community Plan and with surrounding land-use patterns as there are existing C-2 zoning districts within the immediate area.

3. Utility Board:

- 3a. Bid award to Corgill Construction Inc. for rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system. Corgill's services will be for 2022 and shall not exceed our 2022 budgeted amount of \$70,000. Approved by Utility Board 5-0. (Pages 38-79)

- 3b. Staff is requesting City Council to Bid Award a Vac-Con, Inc. through participation in the HGAC Cooperative ( Co-op) contract, SC01-21, to purchase one replacement Dual Engine Titan Sewer Cleaning / Hydro Vac Truck with a 12 yard debris tank and 1300 gallon water tank ( as detailed in the attachment) in the amount of \$499,000. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of SC01-12, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a budgeted purchase and will be funded out of Water Utilities Capital account using set-aside funding from Water Utilities 2021 budget and additional funding from the 2022 budget totaling \$500,000. Approved by Utility Board 5-0. (Pages 80-90)
4. Bid Award to Superior Automotive Group of Siloam Springs, AR for IFB-22-18 in the amount \$850,724.55. The bid was for the purchase of (15) 2022 Chevrolet 2wd PPV (9C1) in the amount of \$38,645.00 each, complete upfitting of all emergency equipment in the amount of \$18,069.97 each, warranty for upfitting and installation of equipment for the lifetime of the vehicle. (Pages 91-121)
5. Mayor Orman recommends appointment of John Tanner to fill Brian Burke's unexpired term on the Northwest Arkansas International Airport Authority Board of Directors. Term to expire on December 31, 2024. (Pages 122-127)
6. A resolution approving a reassignment of the Chambers/Stone Bentonville Municipal Airport Hangar to Douglas C Stone and Lynn J. Stone. The Airport Advisory Board recommended approval at the 2/3/2022 meeting. (Pages 128-131)
7. A resolution approving a reassignment of the Douglas C Stone and Lynn J. Stone Bentonville Municipal Airport Hangar to The Stone Family Trust, Stone Douglas C Trustee, Stone Lynn J. Trustee. The Airport Advisory Board recommended approval at the 2/3/2022 meeting. (Pages 132-135)
8. A Resolution setting a Public Hearing for March 8, 2022 for a Street Right of Way Vacation requested by The City of Bentonville for Lot 6 of Eversole Addition (VAC22-0005). (Pages 136-139)
9. Public Hearing and Ordinance vacating Alley Right of Way at Block 5, Lot 1 of Gilmore's Addition (VAC21-0013). (Pages 140-146)
10. Bid Award to Riggs Cat through participation in the Sourcewell Cooperative (Co-op) contract, 032119-CAT, to purchase one 2022 PM313 Cold Planer (Milling Machine), in the amount of \$436,125.41 plus applicable taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 032119-CAT, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. (Pages 147-154)
11. Staff is requesting approval of a resolution to authorize payment to Northwest Arkansas Regional Planning Commission for the 2022 Membership Fee. (Pages 155-158)
12. A resolution to support the installation of artwork titled "Found" by artist Tim Jorgensen in Train Station Park. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals and approved by the Parks and Recreation Advisory Board. This is a budgeted item. Memo and proposal attached. (Pages 159-163)



13. An Ordinance to update the non-conforming sign provisions relating to large scale developments. This should help ensure that businesses aren't required to replace signs, otherwise allowed under the non-conforming sign code provisions, where the sign isn't part of the construction. Planning Commission unanimously voted to approve this Code change. [\(Pages 164-167\)](#)

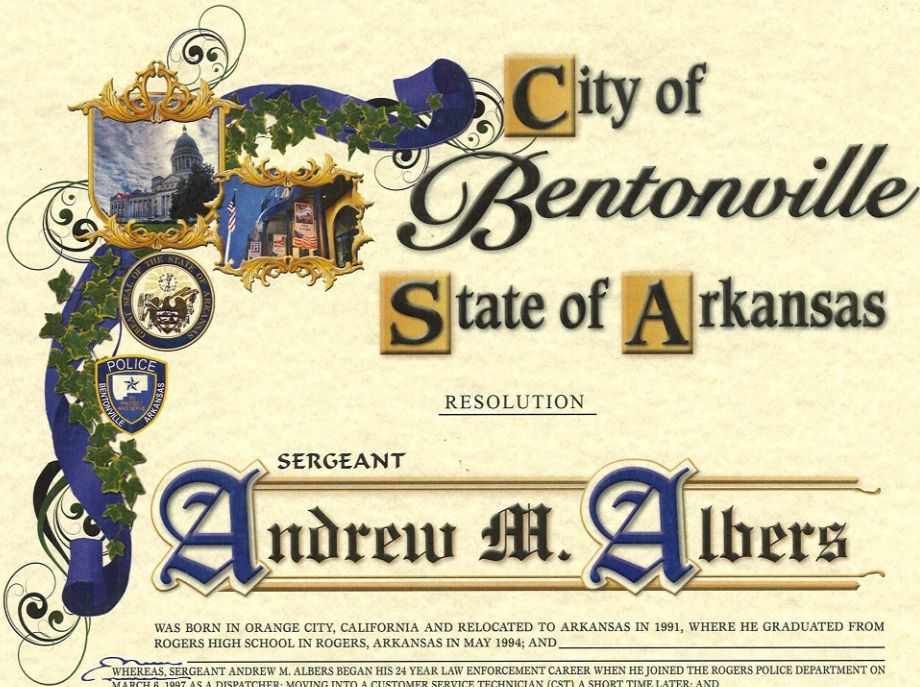


## Agenda Item Form

|                              |                   |
|------------------------------|-------------------|
| Date of City Council Meeting | 2/22/2022         |
| Department                   | Police Department |
| Submitted by                 | Ray Shastid       |
| Phone                        | (479) 271-3173    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                                        |                                    |                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                       |                                        |                                    |                                                |                                    |
| <p><b>Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Sergeant Andrew Albers on his retirement from the City of Bentonville Police Department, effective March 1, 2022. This resolution recognizes Andrew Albers for more than 24 years of dedicated and decorated law enforcement service, to include 19 years of service to the Bentonville Police Department. This resolution also wishes Andrew Albers much health, happiness, and continued success in all of his future endeavors. See attached resolution.</b></p> |                                       |                                        |                                    |                                                |                                    |
| <br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                                        |                                    |                                                |                                    |
| <br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |                                        |                                    |                                                |                                    |
| <b>Estimated Cost</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |                                        |                                    |                                                |                                    |
| <b>Is this Item Budgeted?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |                                        |                                    |                                                |                                    |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |                                        |                                    |                                                |                                    |
| <br><br><br><br><br><br><br><br><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                       |                                        |                                    |                                                |                                    |





WAS BORN IN ORANGE CITY, CALIFORNIA AND RELOCATED TO ARKANSAS IN 1991, WHERE HE GRADUATED FROM ROGERS HIGH SCHOOL IN ROGERS, ARKANSAS IN MAY 1994; AND

WHEREAS, SERGEANT ANDREW M. ALBERS BEGAN HIS 24 YEAR LAW ENFORCEMENT CAREER WHEN HE JOINED THE ROGERS POLICE DEPARTMENT ON MARCH 8, 1997 AS A DISPATCHER; MOVING INTO A CUSTOMER SERVICE TECHNICIAN (CST) A SHORT TIME LATER; AND

WHEREAS, SERGEANT ANDREW M. ALBERS ASSUMED THE ROLE AS AN EVIDENCE CUSTODIAN FOR THE ROGERS POLICE DEPARTMENT EVIDENCE ROOM AND BECAME ROGERS POLICE DEPARTMENT'S FIRST CRIME SCENE TECHNICIAN ON NOVEMBER 24, 1999, COMPLETING NUMEROUS CRIME SCENE AND PHOTOGRAPHY COURSES, ALONG WITH RESPONDING TO NUMEROUS CRITICAL INCIDENTS AND CRIME SCENES TO UTILIZE HIS SKILLS; AND

WHEREAS, SERGEANT ANDREW M. ALBERS COMPLETED THE NWA AUXILIARY POLICE ACADEMY FOR BENTONVILLE ON JUNE 27, 2002, EVENTUALLY JOINING THE BENTONVILLE POLICE DEPARTMENT ON AUGUST 26, 2002 AS A CRIME SCENE TECHNICIAN AND FULL-TIME CERTIFIED LAW ENFORCEMENT OFFICER, AND CONTINUED HIS EDUCATION TO INCLUDE THE STATES' ADVANCED CRIME SCENE CERTIFICATE PROGRAM AND LATER A DEGREE COMPLETION WITH NWAAC IN CRIME SCENE INVESTIGATION; AND

WHEREAS, SERGEANT ANDREW M. ALBERS CONTINUED TO USE HIS SKILLS DURING NUMEROUS INVESTIGATIONS TO INCLUDE METH LABS, WITH A CERTIFICATION IN DISMANTLING CLANDESTINE METH LABS; AND ON NOVEMBER 4, 2005 COMPLETED THE LAW ENFORCEMENT INSTRUCTOR PROGRAM, ALSO GOING ON TO COMPLETE THE MOBILE FIELD FORCE INSTRUCTOR AND FIELD TRAINING OFFICER CERTIFICATES; HOLDING SEVERAL COLLATERAL ASSIGNMENTS TO INCLUDE SERVING ON THE DEPARTMENT'S HONOR GUARD, PARTICIPATING IN MANY EVENTS AND PARADES SINCE ITS INCEPTION AND AN INTERNATIONAL POLICE MOUNTAIN BIKE ASSOCIATION (IPMBA) BIKE MECHANIC AND INSTRUCTOR-ULTIMATELY LEADING THE BIKE TEAM AS THE COMMANDER SINCE 2016; AND

WHEREAS, SERGEANT ANDREW M. ALBERS WAS PROMOTED TO PATROL SERGEANT ON JANUARY 14, 2008, AND ON DECEMBER 17, 2010 COMPLETED THE STATES' PRESTIGIOUS FOUR WEEK SCHOOL OF LAW ENFORCEMENT SUPERVISION; AND

WHEREAS, SERGEANT ANDREW M. ALBERS, IN MARCH 2018, TOOK THE OPPORTUNITY TO BEGIN HIS CURRENT ASSIGNMENT AS THE SERGEANT OF THE OPERATIONS DIVISION, WHICH CONSISTS OF MULTIPLE SPECIALTY ASSIGNMENTS TO INCLUDE TRAFFIC, WARRANTS, SCHOOL RESOURCE OFFICERS, ANIMAL SERVICES OFFICERS, K9 OFFICERS, AND TRAINING DIVISION; AND

WHEREAS, SERGEANT ANDREW M. ALBERS HAS CONTINUED TO FAITHFULLY SERVE WITH THE PRESENT RANK OF SERGEANT IN THE OPERATIONS DIVISION, UNTIL HIS RETIREMENT; AND

WHEREAS, SERGEANT ANDREW M. ALBERS, THROUGH HIS COUNTLESS DUTIES, ACCOMPLISHMENTS, AND INNOVATIVE IDEAS, HAS DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE; AND

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENTS AND CONGRATULATES SERGEANT ANDREW M. ALBERS FOR HIS 24 YEARS OF DEDICATED LAW ENFORCEMENT SERVICE, TO INCLUDE 19 PLUS YEARS OF SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.

GIVEN THIS day 22nd day of February, 2022, in Bentonville,  
in the Great State of Arkansas, in the United States of America.

Stephanie Orman, Mayor

Kirby Romines City Clerk



## Consent Agenda Items

For the Planning Commission meeting of February 15, 2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

- ❖ At the Technical Review meeting held on February 8, 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.

**Lot Split: Lot 12, Block 16 of Railroad Addition, Robert V. Sanders, III, 307 SE Henry Street, DN-2, Downtown Medium Density Residential, LS21-0069**

A lot split of part of existing Lot 10, Block 16 creating new Lot 12, (+/-0.18 acres) Block 16 of Railroad Addition. The plat dedicates right-of-way along SE Henry Street per the Master Street Plan requirements. The plat also dedicates a 10' wide utility easement that runs parallel to the newly dedicated right-of-way along SE Henry Street.

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





SE 2ND ST

SE PARKWOOD LN

SE HENRY

SE B ST

SE 3RD ST

SE D ST

**Legend**

 Pending Planning Commission Items

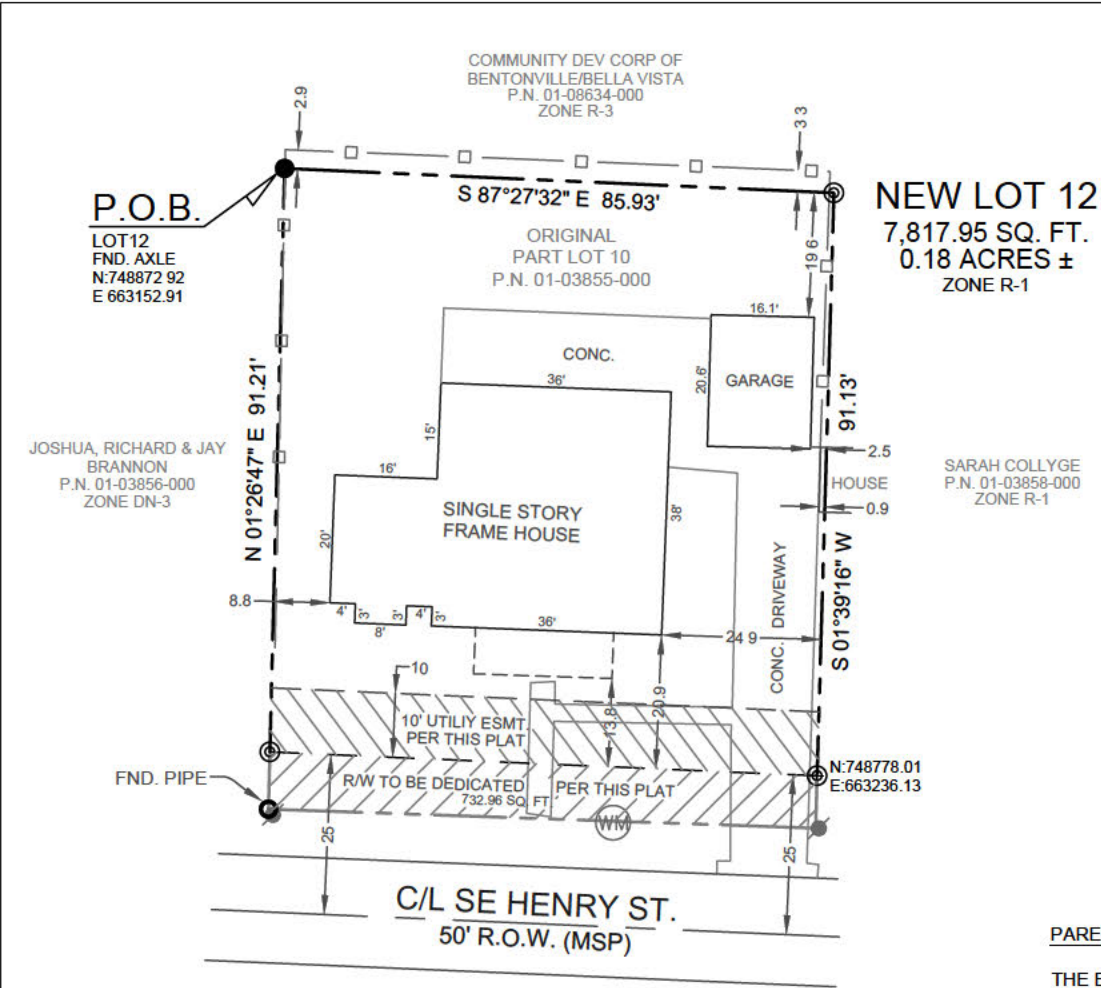


1 inch = 100 feet

LS21-0069  
LOT SPLIT  
RAILROAD ADDITION  
BLOCK 16 CREATING LOT 12







- NOTES:**
- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
  - BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
  - THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
  - THIS PROPERTY IS ZONED R-1, SINGLE FAMILY RESIDENTIAL. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT (479) 271-3122.
  - SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
  - SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
  - THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
  - OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
  - BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
  - ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.

**PARENT TRACT:**

THE EAST HALF (E1/2) OF THE SOUTH 108 FEET OF LOT 10, BLOCK 16 OF RAILROAD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2014, PAGE 218 OF THE BENTON COUNTY RECORDS.

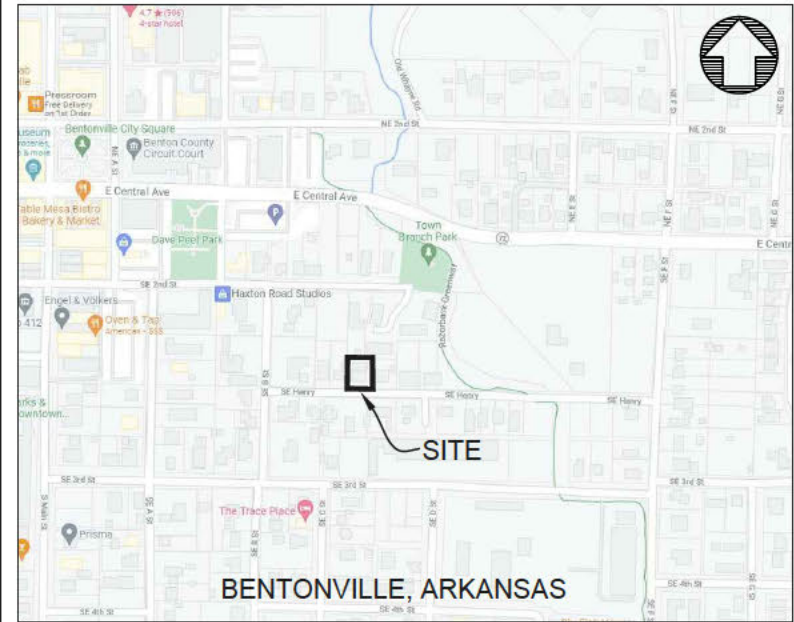
**NEW LOT 12 SURVEY DESCRIPTION:**

THE EAST HALF (E1/2) OF THE SOUTH 108 FEET OF LOT 10, BLOCK 16 OF RAILROAD ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT BOOK 2014, PAGE 218 OF THE BENTON COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NW CORNER OF SAID E $\frac{1}{2}$  OF THE SOUTH 108 FEET OF LOT 10; THENCE S 87°27'32" E A DISTANCE OF 85.93 FEET; THENCE S 01°39'16" W A DISTANCE OF 91.13 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SE HENRY STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE N 87°30'17" W A DISTANCE OF 85.60 FEET; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE N 01°26'47" E A DISTANCE OF 91.21 FEET; TO THE POINT OF BEGINNING, WITH AN AREA OF 7817.95 SQUARE FEET, OR 0.18 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

**FLOOD CERTIFICATION:**

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0255K (EFFECTIVE DATE JUNE 5, 2012) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.



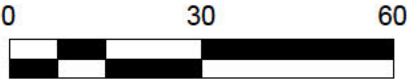
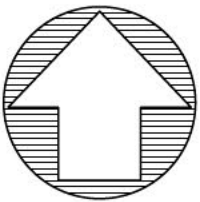
**CERTIFICATE OF SURVEY ACCURACY:**

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

DATE OF EXECUTION \_\_\_\_\_

SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO. 1370 STATE OF ARKANSAS

CERTIFICATE OF AUTHORIZATION  
COA CERTIFICATE NUMBER: 3049



**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

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

DATE OF EXECUTION: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**CERTIFICATE OF APPROVAL:**

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

DATE OF EXECUTION: \_\_\_\_\_

SIGNED \_\_\_\_\_  
PLANNING COMMISSION CHAIRPERSON

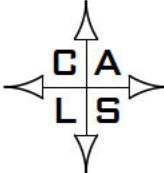
DATE OF EXECUTION: \_\_\_\_\_

SIGNED \_\_\_\_\_  
MAYOR, CITY OF BENTONVILLE

SIGNED \_\_\_\_\_  
CITY CLERK, CITY OF BENTONVILLE

CASTER & ASSOCIATES  
LAND SURVEYING, INC.

2715 SE "I" Street, Suite 5  
Bentonville, AR 72712  
(479) 268-4464



SCALE: 1" = 30' DATE: 1-14-22

LOT SPLIT  
PART LOT 10, BLOCK 16  
RAILROAD ADDITION  
CREATING LOT 12

307 SE HENRY STREET  
BENTONVILLE, BENTON COUNTY,  
ARKANSAS

| JOB #  | DRAWN BY: | CHK'D BY: | PAGE   |
|--------|-----------|-----------|--------|
| 21-309 | ASD       | RJC       | 1 OF 1 |



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ACCEPTING A LOT SPLIT OF PART OF EXISTING LOT 10  
BLOCK 16 OF RAILROAD ADDITION; CREATING NEW LOT 12, BLOCK 16  
OF RAILROAD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS;  
AND FOR OTHER PURPOSES. (PROJECT NUMBER: LS21-0069).**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of Lot 10, Block 16 of Railroad Addition creating new Lot 12, Block 16 of Railroad Addition to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on February 15, 2022;

**WHEREAS**, said lot split is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the lot split of Lot 10, Block 16 of Railroad Addition creating new Lot 12, Block 16 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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 Resolution are repealed to the extent of such conflict.

**PASSED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**APPROVED:**

Attest:

\_\_\_\_\_  
STEPHANIE ORMAN, Mayor

\_\_\_\_\_  
KIRBY ROMINES, City Clerk

# FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



## Calcon, Inc.

4103 SW 2<sup>nd</sup> Street

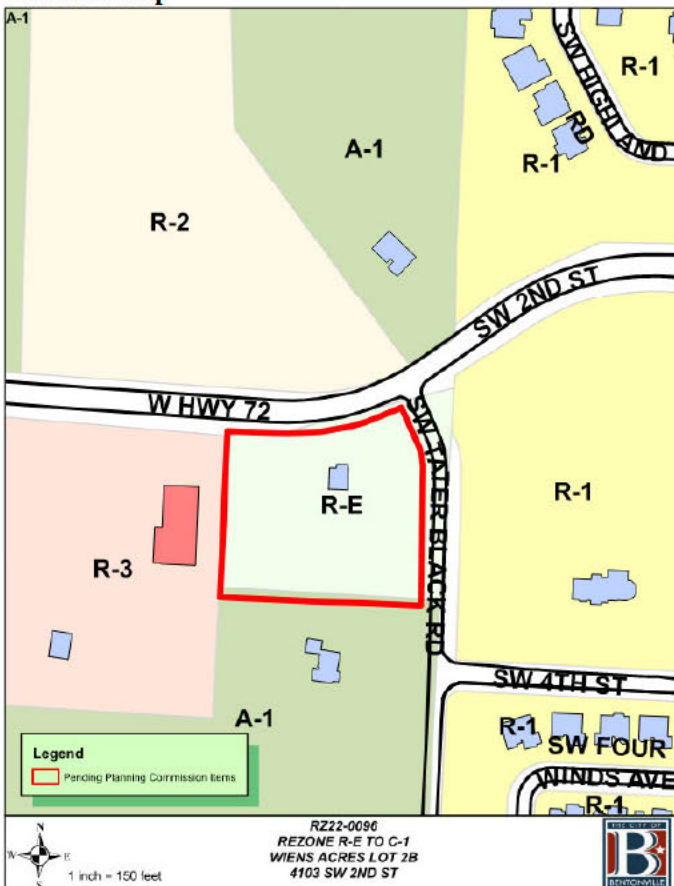
PC Date: 2/15/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

|                                           |                              |
|-------------------------------------------|------------------------------|
| Project Number                            | RZ22-0002                    |
| Applicant / Current Owner                 | Calcon, Inc.                 |
| Site Area                                 | +/- 3.03 acres               |
| Current Zoning                            | R-E, Residential Estate      |
| Requested Zoning                          | C-1, Neighborhood Commercial |
| Future Land Use Map Designation           | Residential Estate (RE)      |
| Requested Future Land Use Map Designation | General Commercial (C)       |

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

### Location Map



### Property Description

This property is located at 4103 SW 2<sup>nd</sup> Street. The property is surrounded by R-2, Medium Density Two Family and Townhome Residential to the north, A-1, Agricultural to the south, R-1, Low-Density Single Family Residential to the east, 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 General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

The property is located within Priority Area 3, Edge Growth, as identified in Chapter 4 of the Bentonville Community Plan. This area focuses on development in areas proximate to existing infrastructure to capitalize on municipal investment that has already taken place (pg. 44).

### Public Comment

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

### Analysis

The C-1 district is established to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be as inconspicuous as possible as should loading and trash collection areas.

While there are no C-1 zoning districts in the immediate area, the zoning district would be able to provide needed neighborhood services to the surrounding residential properties. Additionally, this lower intensity commercial zoning district is appropriate at the intersection of an arterial and collector. This request is in line with the intent of the Bentonville Community Plan Priority Area 3.

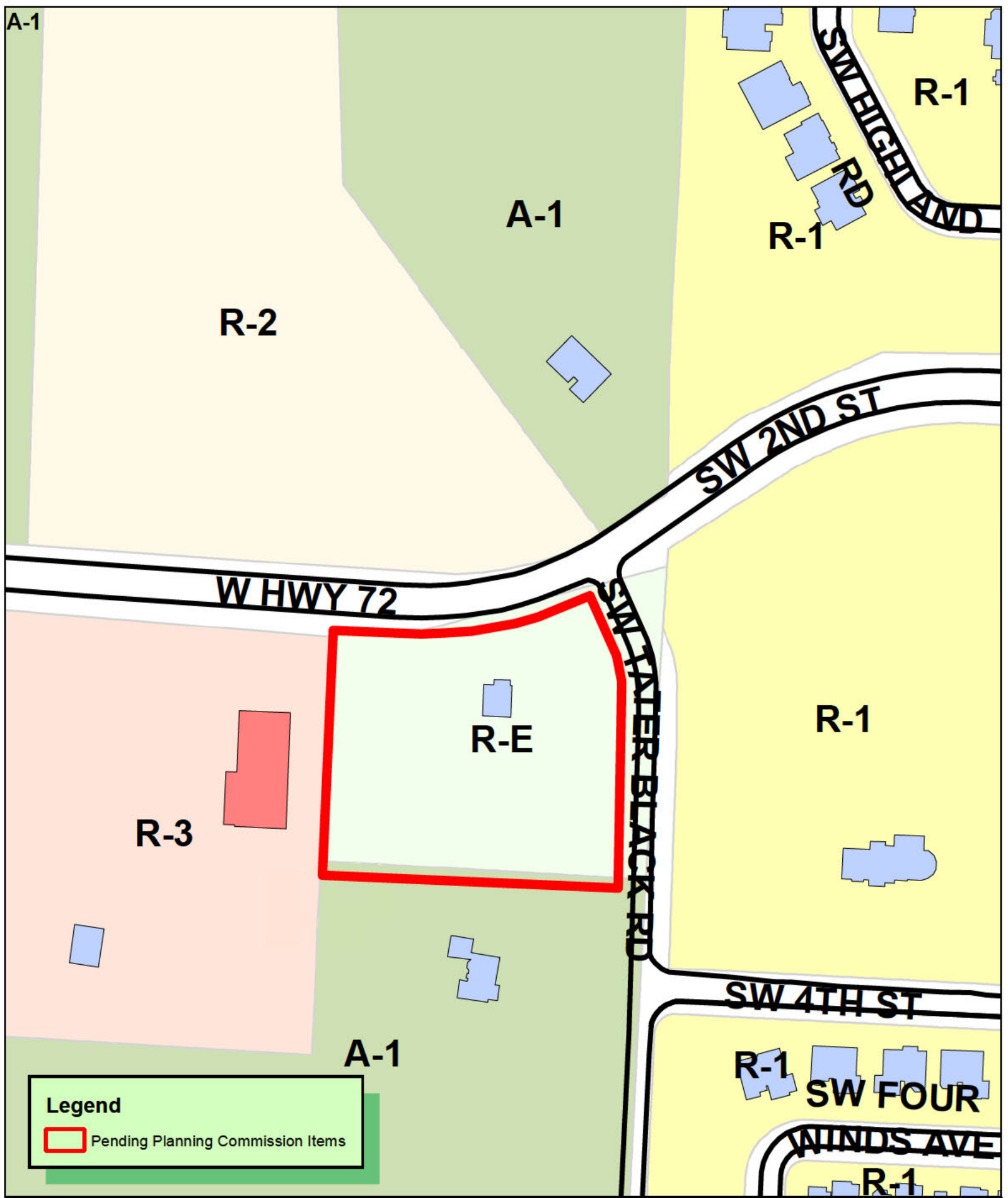
The applicant has requested a change to the future land use plan from Residential Estate to General Commercial. Staff recommends that, instead, the change is to Office. General Commercial typically supports zoning districts such as C-1 and C-2 in the Edge Growth priority area, but Office typically supports the R-O and C-1 zoning districts. Staff believes that this would allow the applicant to still have the use they are wanting without setting the stage for a future rezone to C-2.



**Conclusion**

While this rezoning request is not consistent with the current land use plan, the location of being on the corner of an arterial and collector lends support for this rezoning request. Staff recommends approval of a Future

Land Use Map amendment to Office and the rezoning request to C-1.



# WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.  
RONALD L. BOYER, P.A.  
JENNIFER E. GRAY, P.A.\*  
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\* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL  
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY  
AMY BENSON, PARALEGAL  
WHITNEY DUCKER, OFFICE MANAGER

January 9, 2022

Bentonville Planning Department  
305 SW A Street  
Bentonville, AR 72712

**RE: Rezoning Parcel No. 01-07927-000 from R-E to C-1**

Dear Planning Staff:

This law firm has been hired to assist the applicant, Calcon, Inc., in obtaining a rezoning of Parcel No. 01-07927-000 (hereinafter "the Property") from R-E, Residential Estate, to C-1, Neighborhood Commercial.

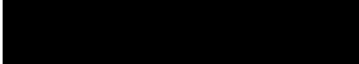
The primary purpose for this rezoning request is to allow the developer to develop a small commercial center on the property. The Property is adjacent to R-3 zoning to the West, R-2 to the North, R-1 and R-E to the East and Northeast, and A-1 to the south. It is of note that the abovementioned R-3 and R-2 zonings are fairly recent. Granted the recent and slight increase in density, a rezoning to neighborhood commercial makes sense here. There is precedent for C-1 zoning in the middle of residential areas along Highway 72, as Parcel Nos. 01-05323-000 and 01-10273-000 at the intersection of SW Elm Tree Road and Highway 72 are both zoned and developed as C-1. Lastly, the subject property is at the intersection of a Major Arterial and Collector (similar to the parcels at Highway 72/Elm Tree) which makes it a prime location for low intensity commercial.

As for appearance and signage, the development will adhere to all applicable Bentonville design and aesthetic standards. As for traffic, the parcel sits on Arkansas Highway 72, which has ample capacity for further development. Lastly, as for utilities, there is an 8" water line which runs along Highway 72, and there is an 8" sewer line which can be run from the adjacent residential subdivision.

Thank you for considering this rezoning request. If you have any questions please feel free to contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,  
GRAY & CURRY, PLLC

  
Will A. Kellstrom

WK:  
pc:



**WATKINS, BOYER,  
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.  
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AMY BENSON, PARALEGAL  
WHITNEY DUCKER, OFFICE MANAGER

January 9, 2022

Bentonville Planning Department  
305 SW A Street  
Bentonville, AR 72712

**RE: Requesting a Change of the Future Land Use Map ("FLUM") Designation for Parcel No. 01-07927-000 from Residential Estate to General Commercial**

Dear Planning Staff:

This law firm has been hired to assist the applicant, Calcon, Inc. in obtaining a rezoning of Parcel No. 01-07927-000 (hereinafter "the Property") from R-E to C-1. Because the Property is currently designated as Residential Estate on the FLUM, a change to a General Commercial Designation is required in order to facilitate a C-1 zoning. The purpose of this letter is to request that change.

There have been a few recent rezonings and land use map changes in this area which support this change. Directly across Highway 72 to the North, there is a parcel which was changed from Residential Estate to Medium Density Residential; additionally the parcel immediately adjacent to the West, despite still having a FLUM designation of Residential Estate, is zoned R-3. The increase in density in the immediately adjacent parcels suggests that the subject parcel is a candidate for a slight increase in intensity as well. Moreover, on Highway 72 to the East, there is a parcel which is similarly situated which has been changed to a General Commercial designation. The parcels are similar situated in that they are both located at the intersection of Major Arterials or Collectors and both are conveniently located to serve surrounding neighborhoods.

This parcel is located at the intersection of Highway 72 and SW Tater Black Road, which are planned Major Arterial and Collector roads, respectively. Placing commercial at the intersection of major roads is an axiom of city planning. Granted the low to medium density of residential homes nearby, a low to medium intensity commercial designation is fitting. This parcel is a prime candidate for light commercial uses which directly serve the adjacent neighborhoods.

If you have any questions, feel free to contact me at 479-636-2168 or wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,  
GRAY & CURRY, PLLC

Will A. Kellstrom

WK:  
pc:

# General Commercial

## Future Land Use Plan Category Description

*Res. No. 10-23-18A*

### Description

General commercial areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.



## C-1, Neighborhood Commercial



The C-1 District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas while maintaining a character in harmony with residential development. To this end, development in the C-1 District should harmonize in terms of form, bulk, height, materials, architecture, and overall design with surrounding residential areas. Signage and lighting should be subdued while landscaping and open space should be maximized. Parking areas should be as inconspicuous as possible as should loading and trash collection areas.

**Maximum Density Allowed:** N/A

**Maximum Height Allowed:** 40 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-1      | All           | 7,000                   | -                                        | 70'            | -              | 50%               | 50%          |

### 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-1      | 50'              | 20'                 | 7'                                   | 15'                              | 20'                                  | 25'                              |

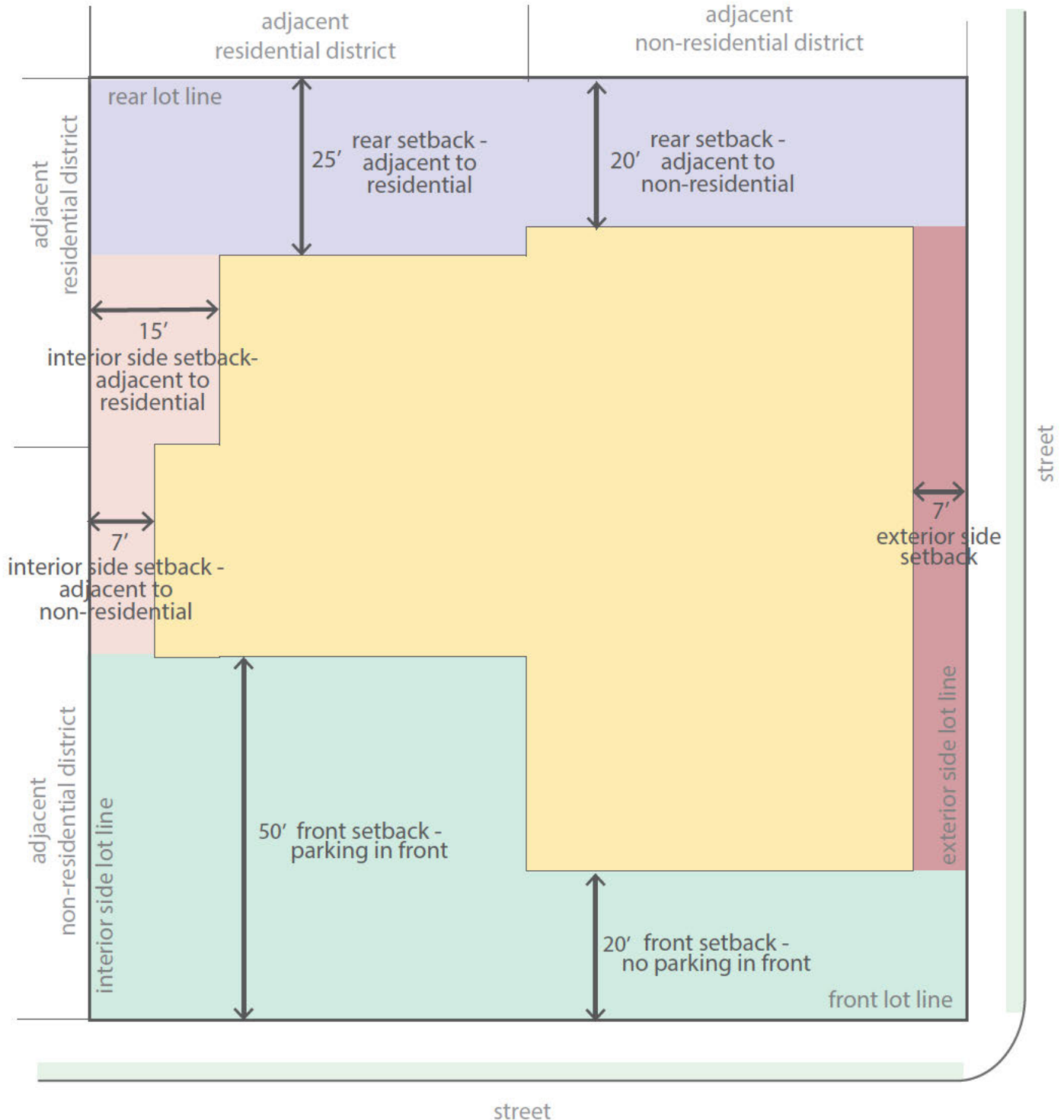
## C-1, Neighborhood Commercial

| ALLOWED BY RIGHT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CONDITIONAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ACCESSORY                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Agriculture and Animals</b><br/>Animal - domestic or household<br/>Botanical garden</p> <p><b>Residential</b><br/>Residential facility - assisted living<br/>Residential facility - extended medical care<br/>Residential facility – rehabilitation</p> <p><b>Recreation, Education &amp; Assembly</b><br/>Aquarium<br/>Community Center<br/>Cultural studio<br/>Library<br/>Museum<br/>Park – community<br/>Park – mini<br/>Park - neighborhood</p> <p><b>Services</b><br/>Adult day care<br/>ATM machine<br/>Auction house<br/>Cemetery or mausoleum<br/>Child care – commercial<br/>Child care – residential (4 children)<br/>Financial institution<br/>Funeral home<br/>Governmental services facility<br/>Maintenance service<br/>Medical services – doctor office<br/>Office<br/>Personal services<br/>Postal services<br/>Repair services – household</p> <p><b>Retail</b><br/>Artisan shop<br/>Bakery<br/>Bar, lounge or tavern<br/>Equipment rental – indoor<br/>Outdoor vending – private property<br/>Packaged sale of beer and/or light wine<br/>Retail</p> | <p><b>Agriculture and Animals</b><br/>Animal clinic<br/>Community garden</p> <p><b>Recreation, Education &amp; Public Assembly</b><br/>Commercial recreation facility - indoor<br/>Commercial recreation facility – outdoor<br/>Educational facility<br/>Event center<br/>Golf course<br/>Religious facility</p> <p><b>Services</b><br/>Car wash<br/>Copy facilities<br/>Lodging – Bed &amp; Breakfast<br/>Public safety services</p> <p><b>Retail</b><br/>Gas station<br/>Outdoor vendor park<br/>Packaged sale of beer, light wine and/or spirits<br/>Restaurant<br/>Restaurant, drive-through<br/>Restaurant, microbrewery</p> <p><b>Transportation/Utilities</b><br/>Airport facilities<br/>Parking facility (as principle use)<br/>Utility facility<br/>Wireless communication facility (cell tower)</p> <p><b>Other</b><br/>Temporary Uses</p> | <p><b>Residential</b><br/>Dwelling – accessory</p> <p><b>Transportation/Utilities</b><br/>Solar energy system<br/>Wind energy system, small</p> <p><b>Other</b><br/>Building – accessory nonresidential<br/>Donation box</p> |



## C-1, Neighborhood Commercial

### Setback Illustration



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND  
USE MAP FOR A SPECIFIC AREA FROM RESIDENTIAL ESTATE TO  
OFFICE; AND FOR OTHER PURPOSES. (Project number: RZ22-0002).**

**WHEREAS**, Calcon Inc. 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 Office on the City of Bentonville Future Land Use Map, which property is described as follows:

LOT 2B OF WIENS ACRES SUBDIVISION TO BENTONVILLE, BENTON COUNTY,  
ARKANSAS, AS SHOWN ON PLAT FILED UNDER BOOK AND PAGE 21L-260,  
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 15, 2022 in the Council Chambers of the City of Bentonville;

**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 RESOLVED 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 Office 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;

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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS FROM ITS PRESENT ZONING CLASSIFICATION OF R-E RESIDENTIAL  
ESTATE TO C-1 NEIGHBORHOOD COMMERCIAL; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER RZ22-0002).**

**WHEREAS**, Calcon Inc. 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-E, Residential Estate to C-1, Neighborhood Commercial in order to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2B OF WIENS ACRES SUBDIVISION TO BENTONVILLE, BENTON COUNTY, ARKANSAS,  
AS SHOWN ON PLAT FILED UNDER BOOK AND PAGE 21L-260, 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 15, 2022 in the Council Chambers of the City of Bentonville;

**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-E, Residential Estate to C-1, Neighborhood 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 R-E, Residential Estate to C-1, Neighborhood Commercial in order to be used in accordance with the city zoning laws and state laws;

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; 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

# FUTURE LAND USE MAP AMENDMENT & REZONING STAFF REPORT



## Lowell-Phillips Company

SE 28<sup>th</sup> and SE J Street

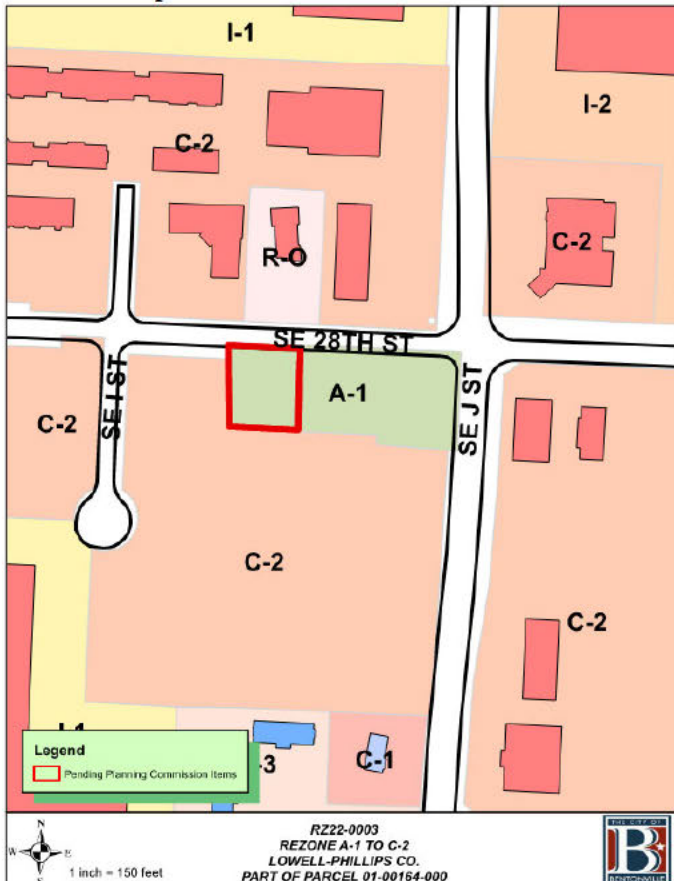
PC Date: 2/15/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

|                                           |                         |
|-------------------------------------------|-------------------------|
| Project Number                            | RZ22-0003               |
| Applicant / Current Owner                 | Lowell-Phillips Company |
| Site Area                                 | +/- 1.08 acres          |
| Current Zoning                            | A-1, Agricultural       |
| Requested Zoning                          | C-2, General Commercial |
| Future Land Use Map Designation           | Residential Estate (RE) |
| Requested Future Land Use Map Designation | General Commercial (C)  |

<https://arcgis/08HvK8>

### Location Map



### Property Description

This property is located at SE 28<sup>th</sup> and SE J Street. The property is surrounded by C-2, General Commercial to the north, south, and west, R-O, Residential Office to the north, and A-1, Agricultural to the east.

### 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 General Commercial. These areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.

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

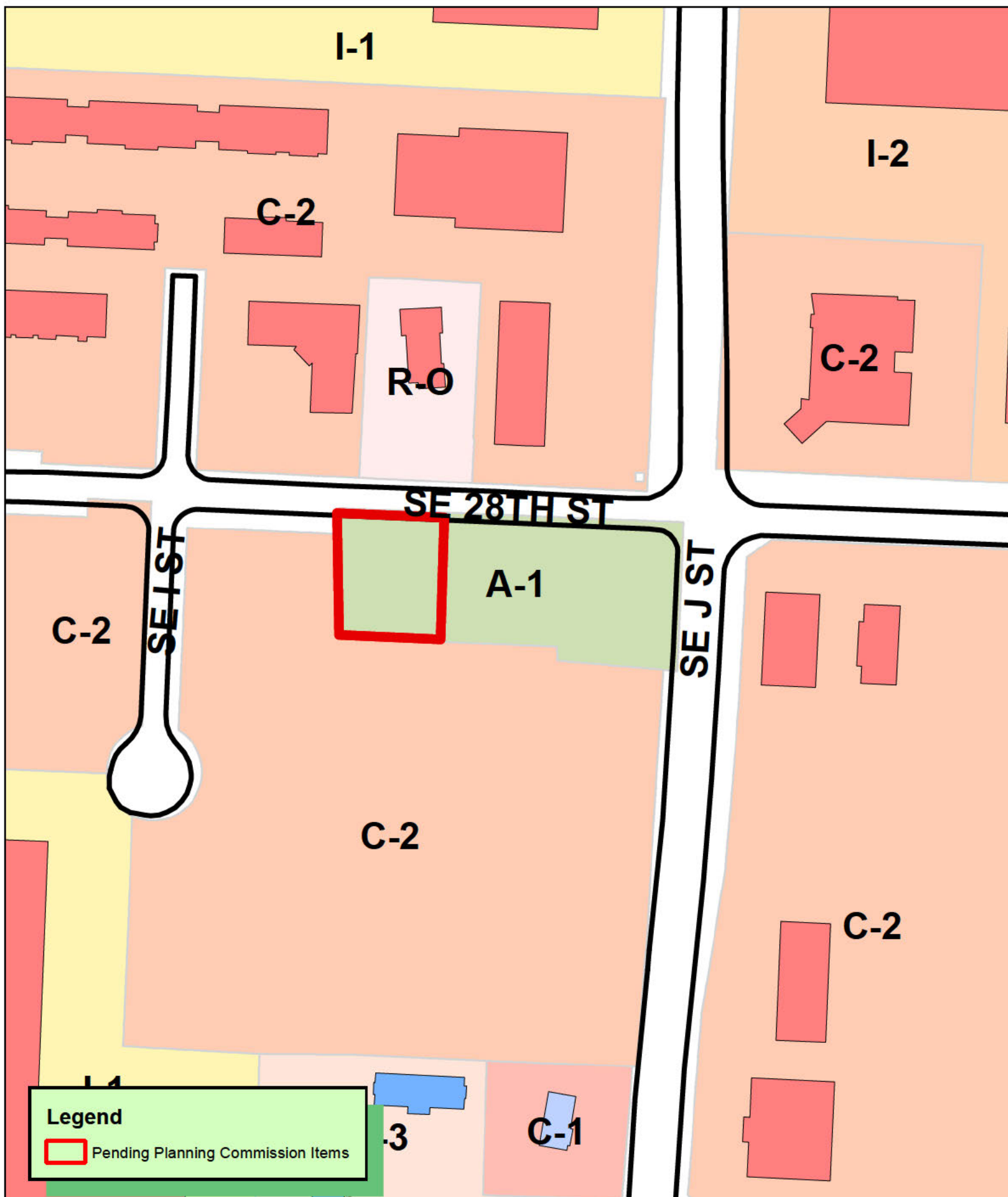
At the time of writing this staff report, staff has not received public comment on this item.

### Analysis

This rezoning request is consistent with the intent of the Bentonville Community Plan and with surrounding land-use patterns as there are existing C-2 zoning districts within the immediate area.

### Conclusion

The future land use map amendment and rezoning requests are consistent with the Bentonville Community Plan and are compatible with surrounding land uses. Staff recommends approval of the future land use map amendment and the rezoning request.



**Legend**

 Pending Planning Commission Items

 1 inch = 150 feet

**RZ22-0003**  
**REZONE A-1 TO C-2**  
**LOWELL-PHILLIPS CO.**  
**PART OF PARCEL 01-00164-000**





January 15, 2022

Bentonville Current Planning  
305 SW A Street  
Bentonville, AR 72712

RE: Change in Future Land Use Plan (Parcel #01-00164-000)

Staff,

On behalf of our clients we would like to formally request a change in the Future Land Use Plan for this project from Residential Estate to General Commercial. The property is currently owned by Lowell-Phillips Company. The adjacent properties are noted as Residential Estate and Office. A proposed change to General Commercial 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 General Commercial Land Use for an office development with associated infrastructure, storm water retention, and onsite amenities. This property has access to 2 points of ingress/egress (via SE 28th St and SE J St).

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 several larger trees throughout. Water and sewer are readily available onsite.

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

Thank you,

Sean Johnson



## **Rezoning Request**

January 10, 2022

Current zoning designation for parcel number 01-00164-000 is currently A-1 and we request it to be changed to C-2.

This request is due to the current zone requiring a minimum of 5 acres lots which the total area of the site is less than this already and the owners would like to subdivide this tract into two.

The surrounding properties to the south and west are currently zoned C-2. The properties to the north are zoned C-2 with one property being R-0. The properties to the east are also currently zoned C-2.

Planned Use: Office.

Traffic: Designated arterial to handle this type of development.

Signage: Unknown.

Appearance: Unknown.

Availability of water and sewer size of lines: There is a 24" water line running along SE 28<sup>th</sup> street. There is an onsite sanitary sewer manhole with 8" line. Connections are unknown at this time.



# General Commercial

## Future Land Use Plan Category Description

*Res. No. 10-23-18A*

### Description

General commercial areas include uses that serve both nearby residents and those coming from other parts of the city or region. Appropriate uses in these areas include retail, restaurants, services, and offices. Vertical mixed-use developments are encouraged, but are not as high a priority as in mixed-use or downtown commercial areas. General commercial uses should balance access between pedestrians and vehicles, though the impacts of parking should be minimized through site design and landscaping.



## 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:

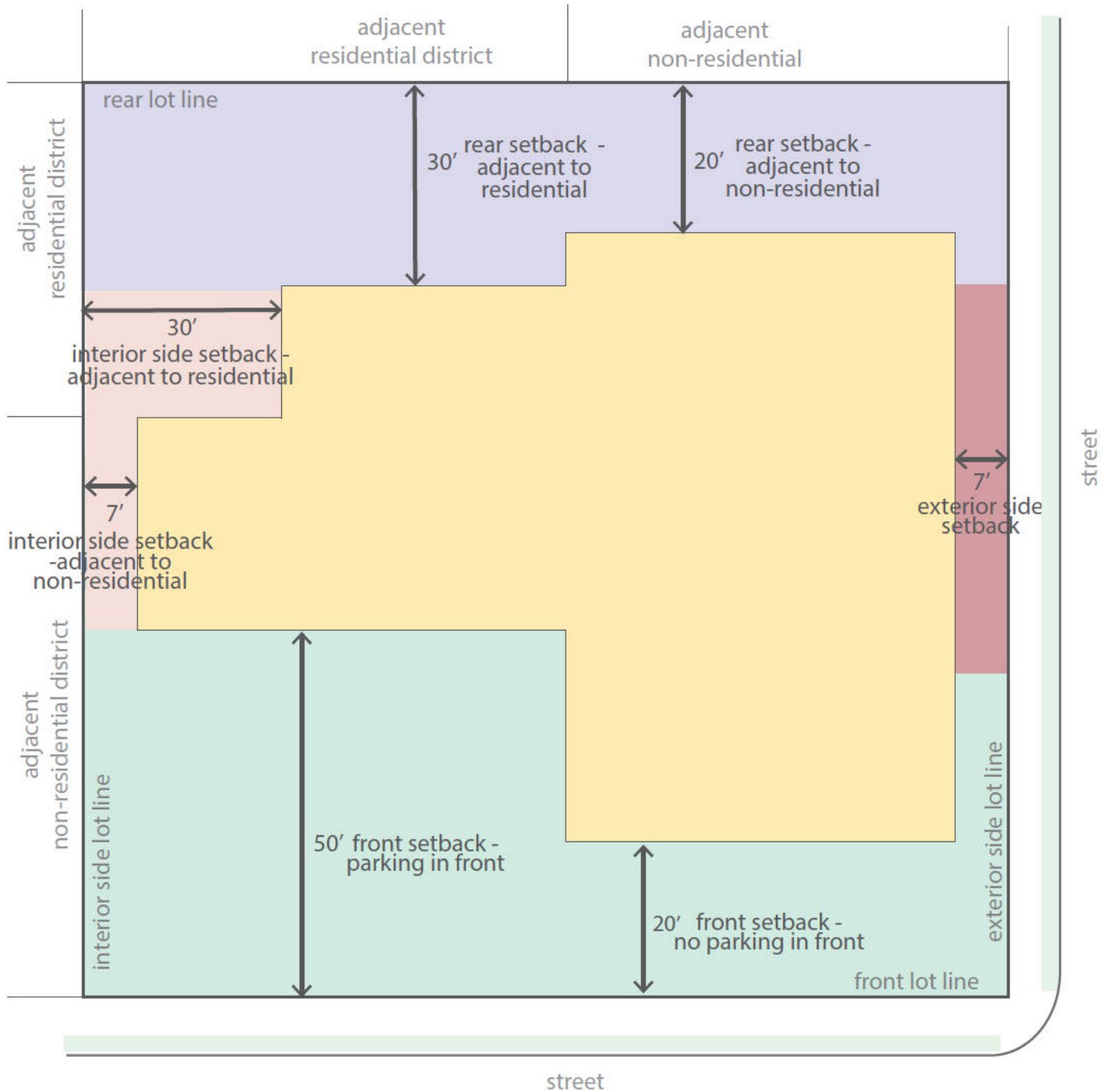
| District | Front            |                     | Side                                 |                                  | Rear                                 |                                  |
|----------|------------------|---------------------|--------------------------------------|----------------------------------|--------------------------------------|----------------------------------|
|          | 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'                              |

## C-2, General Commercial

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

## C-2, General Commercial

### Setback Illustration



**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 GENERAL COMMERCIAL  
(PROJECT NUMBER: RZ22-0003).**

**WHEREAS**, Lowell-Phillips Company 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 General Commercial on the City of Bentonville Future Land Use Map, which property is described as follows:

BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 87° 42' 03" WEST A DISTANCE OF 294.03 FEET; THENCE SOUTH 01° 42' 02" WEST A DISTANCE OF 6.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01° 42' 02" WEST A DISTANCE OF 149.65 FEET; THENCE NORTH 87° 35' 48" WEST A DISTANCE OF 124.65 FEET; THENCE NORTH 01° 02' 58" WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 87° 33' 35" EAST A DISTANCE OF 131.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.44 ACRES MORE OR LESS.;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 15, 2022 in the Council Chambers of the City of Bentonville;

**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 RESOLVED 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 General 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;

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF A-1, AGRICULTURAL  
TO C-2, GENERAL COMMERCIAL; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ22-0003).**

**WHEREAS**, Lowell-Phillips Company 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 C-2, General Commercial in order to be used in accordance with city zoning laws and state laws, which property is described as follows:

BEING A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 19 NORTH, RANGE 30 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN, BENTON COUNTY ARKANSAS, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 87° 42' 03" WEST A DISTANCE OF 294.03 FEET; THENCE SOUTH 01° 42' 02" WEST A DISTANCE OF 6.65 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01° 42' 02" WEST A DISTANCE OF 149.65 FEET; THENCE NORTH 87° 35' 48" WEST A DISTANCE OF 124.65 FEET; THENCE NORTH 01° 02' 58" WEST A DISTANCE OF 150.00 FEET; THENCE SOUTH 87° 33' 35" EAST A DISTANCE OF 131.85 FEET TO THE POINT OF BEGINNING CONTAINING 0.44 ACRES MORE OR LESS.;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held February 15, 2022 in the Council Chambers of the City of Bentonville;

**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 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 A-1, Agricultural in order to C-2, General Commercial in order to be used in accordance with the city zoning laws and state laws;

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; 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 | 2/22/2022       |
| Department                   | Water Utilities |
| Submitted by                 | Kevin Alsup     |
| Phone                        | (479) 271-3140  |

|                                                                                                                                                                                                                                                                                                              |                                       |                                        |                                    |                                     |                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|-----------------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                                                      |                                       |                                        |                                    |                                     |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                   | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                                                       |                                       |                                        |                                    |                                     |                                               |
| <b>Bid Award - Bid award to Corgill Construction Inc. for rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system. Corgill's services will be for 2022 and shall not exceed our 2022 budgeted amount of \$70,000. Approved by Utility Board 5-0.</b> |                                       |                                        |                                    |                                     |                                               |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$70,000                                                            |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
|                                                                                  |                                                                     |





# Memo

**To:** Bentonville Utility Board  
**From:** Kevin Alsup  
**cc:** Preston Newbill, Mike Bender  
**Date:** February 15th, 2022  
**Re:** Rehabilitation of Sanitary Sewer Manholes

---

Staff recommends the awarding of a bid to Corgill Construction, Inc. per the price breakdown attached for rehabilitation of sanitary sewer manholes throughout the City of Bentonville's sanitary sewer collection system.

Corgill was the second-lowest bidder to Midwest Infrastructure Coatings. Staff evaluated these bids carefully and determined that the bid specifications submitted from Midwest did not meet the bid specification requirements or provided an equal alternative for the cementitious lining. Midwest Infrastructure also didn't meet the epoxy mill thickness requirement that was stated in our bid specifications.

Corgill's services will be applying a cementitious lining and then the required epoxy coating that will rehabilitate the manhole and extend its functional life within the collection system. The epoxy coating is resistant to the gases within the collection system making it a long-term fix and eliminating the need to replace the manhole. Corgill's services will be for 2022 and shall not exceed our 2022 budgeted amount of \$70,000.

Thank you for your consideration of this request.



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## BID FORM

The award will be based on the lowest and most responsible Total Bid Price for five-foot (5') diameter manholes; however, given the variation in the diameter of the manholes that may require rehabilitation throughout the Contract term, Bidders are required to submit pricing for the four-foot (4') manholes. The Total Bid Price shall be used for bid comparison purposes only; the awarded Bidder will be paid only per vertical foot of rehabilitation competed, based on the vertical foot pricing for the specific size manhole. All prices in this Bid shall remain valid for the initial Contract term and any renewal year.

| Quantity (for estimate purposes only) | Unit of Measure | Description                                | Unit of Measurement                                                                                                      | Unit Price                            | Extended Price                              |
|---------------------------------------|-----------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------|
| 1                                     | VF              | 4-FOOT(4') Diameter Manhole Rehabilitation | Vertical Foot of Manhole Rehabilitation, via epoxy coating and cementitious lining applications, completed as specified. | \$ <u>326.00</u><br>per vertical foot | \$ <u>326.00</u><br>Quantity x Per VF price |

## BID PRICE SECTION

| Quantity (for estimate purposes only)                                                                                                       | Unit Measure | Description                                | Unit of Measurement                                                                                                      | Unit Price                            | Extended Price                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------|
| 150                                                                                                                                         | VF           | 5-FOOT(5') Diameter Manhole Rehabilitation | Vertical Foot of Manhole Rehabilitation, via epoxy coating and cementitious lining applications, completed as specified. | \$ <u>408.00</u><br>per vertical foot | \$ <u>61,200.00</u><br>Quantity x Per VF Price |
| <b>Total Base Bid (In Numbers):</b><br>(used for comparison purposes only; final amounts paid will be based on actual quantities completed) |              |                                            | \$ <u>61,200.00</u>                                                                                                      |                                       |                                                |
| <b>Total Base Bid (In Words):</b>                                                                                                           |              |                                            | Sixty one thousand two hundred dollars and zero cents.                                                                   |                                       |                                                |





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### **INVITATION FOR BID (IFB) SOLICITATION**

| <b>SOLICITATION INFORMATION</b>     |                                                                               |                          |                                        |
|-------------------------------------|-------------------------------------------------------------------------------|--------------------------|----------------------------------------|
| <b>Bid Number:</b>                  | IFB-21-86                                                                     | <b>Date of Issuance:</b> | December 19, 2021<br>December 26, 2021 |
| <b>Description:</b>                 | Rehabilitation of Sanitary Sewer Manholes                                     |                          |                                        |
| <b>Requesting Department:</b>       | CITY OF BENTONVILLE WATER UTILITIES                                           |                          |                                        |
| <b>Pre-Bid Meeting Information:</b> | NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION                            |                          |                                        |
| <b>Bid Bond Requirement:</b>        | 5% BID BOND REQUIRED<br>SEE BID BOND SECTION OF THIS IFB DOCUMENT FOR DETAILS |                          |                                        |

| <b>BID OPENING DATE &amp; TIME</b> |                                                                                                                                                                          |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid Opening Date and Time:</b>  | <b>JANUARY 13, 2022 AT 2:00 P.M. CST</b>                                                                                                                                 |
| <b>Bid Opening Location:</b>       | City of Bentonville Administrative Services Building<br>Bid Opening Room – 2 <sup>nd</sup> Floor – Room A239<br>1000 SW 14 <sup>th</sup> Street<br>Bentonville, AR 72712 |

| <b>DELIVERY OF BID SUBMISSION</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Location (and mailing address) for Bid Submission Delivery:</b> | City of Bentonville Administrative Services Building<br>Purchasing – 2 <sup>nd</sup> Floor<br>1000 SW 14 <sup>th</sup> Street. Bentonville, AR 72712                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Bid Submission Requirements:</b>                                | 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: <ul style="list-style-type: none"><li>- Solicitation ID (IFB Number)</li><li>- Bidder's Name/Company Name &amp; Phone Number</li></ul> Bids which must be opened to be identified may be rejected.<br>Bids which are not sealed or are opened upon delivery will not be accepted.<br>Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception.<br>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. |

|                                                                                                                                                                                      |                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Deadline for Submission of Requests for Information, Questions or Clarifications:</b>                                                                                             | <b>January 7, 2022 - 4:30 P.M. CST</b> |
| <i>Questions should be submitted only to the Purchasing Office via written communication only to <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a>.</i> |                                        |



CITY OF BENTONVILLE, ARKANSAS  
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(479)-271-3115 – [purchasing@bentonvillear.com](mailto: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: Corgill Construction Inc Phone Number: 479-996-7021 or 479-650-7510

Business Address (Full Street/City/State/Zip): P.O. Box 1235, Greenwood, AR 72936

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

Name of Contact Person: Glenda S. Corgill Email: corgill@cox.net

Signature of Authorized Person:  Date: 1/7/2022

Printed or Typed Name: Glenda S. Corgill Title: President

Arkansas Contractors License Number: 0062710421 (REQUIRED)

Sales or Use Tax ID Number: \_\_\_\_\_

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

[This space has been intentionally left blank]





## **SECTION 1: OVERVIEW**

### **1. INTENT**

The intent of this Invitation for Bid (IFB) is to contract with a properly licensed, qualified and experienced contractor to perform rehabilitation of sanitary sewer manholes throughout the City of Bentonville Water Utilities' (BWU) sanitary sewer collection system, via epoxy coating and cementitious lining applications.

### **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 maintains, or is able to acquire the required insurance as stated herein in the 'INSURANCE' section of this IFB document.

### **3. APPENDIXES**

- **APPENDIX A: VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX B: NON-COLLUSION AFFIDAVIT (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX C: BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)**
- **APPENDIX D: SUBCONTRACTOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

## **SECTION 2: REQUIREMENTS, TERMS & CONDITIONS**

**BIDDERS: THIS SECTION CONTAINS REQUIRED RESPONSE FIELDS**

### **1. INSURANCE**

Bidders are required to include proof of their ability to obtain the insurance, as described herein, after the Notice of Award has been issued and upon execution of the contract in their Bid submission. Bid submittals that do not include proof of Bidder's ability to obtain the required insurance may be rejected. The awarded Bidder shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the awarded Bidder's performance of the work; whether it is to be performed by the awarded Bidder, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

**The policies of insurance required are as follows:**

- 1) Workers' Compensation:
  - a. State: Statutory
  - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence



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## 2. 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.

## 3. 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 **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.**

### 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**    ☐ **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 contract value (determined based on the City's annual budget for manhole rehabilitation services) 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 and shall be renewed for any Contract renewal years.





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#### 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.

#### 4. 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.*

**X** The awarded Bidder shall provide a Warranty to the City, in written format and as is acceptable to BWU, for a period of no less than ten (10) years from the date of completion, as approved by BWU's acceptance that the work is complete. The Warranty shall include as covered, any and all epoxy failures due to, but not limited to flaking, cracking or peeling of coating from walls of the manholes. Any such failures reported to the awarded Bidder within the Warranty period, will result in re-application of the coating by the awarded Bidder, at no cost to the City.

**Bidder Response:** X As Specified \_\_\_ Alternate (Bidder MUST provide more information)





CITY OF BENTONVILLE, ARKANSAS  
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ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## **5. 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.

## **6. 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.

## **7. 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](mailto:purchasing@bentonvillear.com)

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14<sup>th</sup> 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.





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## **8. 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.

## **9. INDEMNIFICATION**

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

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





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#### **10. 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.

#### **11. 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.

#### **12. 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.

#### **13. 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.

#### **14. 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.



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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).

## 15. 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 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 14<sup>th</sup> ST**

**Bentonville, AR 72712**

[accountspayable@bentonvillear.com](mailto:accountspayable@bentonvillear.com)





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#### 16. 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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#### 17. 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)**

#### 18. 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 one (1) year term, renewable annually upon mutual written agreement and according to all original terms and pricing for a maximum term of three (3) 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 \_\_\_\_\_. 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 \_\_\_\_\_ from receipt of the City's Purchase Order unless otherwise indicated herein and accepted by the City.



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## 19. 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.

### 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 furnish all labor, materials, equipment, tools, supervision, insurance, and all other necessary components indicative of the type of work or supply of item(s) or services specified herein and as required to perform the work to 100% completion and/or to deliver all item(s) and/or services to the City as specified.

Perform rehabilitation of sanitary sewer manholes throughout BWU's (Bentonville Water Utility) sanitary sewer collection system, via epoxy coating and cementitious lining applications, as specified herein, as specified in BWU's Standard Specifications, and in accordance with all industry standards and best practices for the performance of this type of work.

All scheduling shall be coordinated with, and approved through the City of Bentonville Water Utilities Department.

### **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: Bentonville, AR City Limits

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

X **Construction/Project Specified Date(s): Work Beginning and Completion**

#### **City's Specification:**

**Awarded Bidder to begin services within two (2) weeks from the date the Contract is signed.**

**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)**

**Awarded Bidder to begin services within \_\_\_\_\_ from the date the Contract is signed.**



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## **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. Bidder's should include additional information as needed to provide the City with information on equivalent or substitute items/items which do not conform to the City's Specifications.

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.

| <b>1. GENERAL SPECIFICATIONS</b>         |                                                                                                                                                                                                                                               |                                                                         |                                                                       |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>SPECIFICATION<br/>LINE<br/>NUMBER</b> | <b>SPECIFICATION DESCRIPTION</b>                                                                                                                                                                                                              | <b>BIDDER<br/>INDICATE IN<br/>THIS COLUMN<br/>IF 'AS<br/>SPECIFIED'</b> | <b>BIDDER<br/>INDICATE IN<br/>THIS COLUMN<br/>IF<br/>'EQUIVALENT'</b> |
| <b>1</b>                                 | Bidder has examined this entire Bid Packet, including all attached appendices and agrees that they are qualified and capable to perform the work and provide the materials as specified.                                                      | X                                                                       |                                                                       |
| <b>2</b>                                 | The awarded Bidder shall follow all Federal, state and local safety regulations                                                                                                                                                               | X                                                                       |                                                                       |
| <b>3</b>                                 | Bidder is qualified and capable of performing the work, AS SPECIFIED and as is industry standard when performing the type of work described in this IFB document.                                                                             | X                                                                       |                                                                       |
| <b>4</b>                                 | The awarded Bidder and crew shall meet with the City's designated contact(s) prior to beginning services to review the Scope of Work.                                                                                                         | X                                                                       |                                                                       |
| <b>5</b>                                 | The awarded Bidder shall coordinate progress meetings with the City's designated contact(s) to review progress and details while services are being performed.                                                                                | X                                                                       |                                                                       |
| <b>6</b>                                 | The awarded Bidder shall be responsible for furnishing all materials and labor required to perform the services described herein on an as-needed basis throughout the term of the awarded Contract and any mutually agreed upon renewal year. | X                                                                       |                                                                       |





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## 2. QUALITY ASSURANCE SPECIFICATIONS

|    |                                                                                                                                                                                                              |   |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 8  | Follow national standards, Bentonville Water Utilities specifications, and as specified herein. In the event specifications or standards conflict, the most stringent shall govern.                          | X |  |
| 9  | Personnel involved in installation of any of the following materials shall be certified by manufacturer, including the successful completion of training in handling, applying and finishing materials used. | X |  |
| 10 | Bidder is qualified and capable of performing the work, AS SPECIFIED in the Scope of Work section of this IFB document.                                                                                      | X |  |

## 3. SUBMITTAL SPECIFICATIONS (REQUIRED ADDITIONAL INFORMATION)

|    |                                                                                                                                                                   |   |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 11 | Catalog data showing manufacturer's complete specifications, clarifications and updates, ASTM references, material composition, physical and chemical properties. | X |  |
| 12 | Manufacturer's recommended procedures for handling, storing, repairing, and installing.                                                                           | X |  |
| 13 | Manufacturer's recommended procedures for spills, cleanup, and disposal of chemicals and materials utilized in the preparation and application processes.         | X |  |
| 14 | Current material data safety sheet (MSDS)                                                                                                                         | X |  |

## 4. DELIVERY, STORAGE, AND HANDLING SPECIFICATIONS

|    |                                                                                                                                                                                                                                                                                                                                                                                                       |   |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 15 | Protect, store, and handle materials during transportation according to manufacturer's recommendations/specifications. If stored on-site, an approved location shall be obtained and agreed to in writing. Contractor will be responsible for any material damaged, spilled, lost, or stolen while stored on-site. Contractor will not be paid for stored material prior to material application/use. | X |  |
| 16 | Material found to be defective or damaged due to manufacture or shipment shall be replaced at no additional cost to the City.                                                                                                                                                                                                                                                                         | X |  |



## 5. MATERIALS SPECIFICATIONS

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |   |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 17 | <b>Cementitious Lining for Manhole Prep for Epoxy Coating</b> <ul style="list-style-type: none"> <li>• Quick setting (under 20 minutes), high strength, sulfide resistant, calcium aluminate-based or Portland cement material.</li> <li>• Suitable for troweling or rotary spray application to inside of manhole.</li> <li>• Use additives to increase corrosion resistance or bond strength at manufacturer's direction.</li> <li>• Initial set time per manufacturer's recommendation and per project conditions.</li> <li>• Density when applied: 135 lbs./cf +/- 5 lbs./cf.</li> <li>• Compressive strength (ASTM C109) at 1 day. Per manufacturer's recommendation. Minimum acceptable: 2,000 psi.</li> <li>• Compressive strength (ASTM C109) at 28 days. Per manufacturer's recommendation. Minimum acceptable: 3,000 psi.</li> <li>• Bond Strength (ASTM C882) at 28 days. Per manufacturer's recommendation. Minimum acceptable: 1,600 psi.</li> <li>• Shrinkage (ASTM C596) at 28 days: 0 percent.</li> <li>• Approved Manufacturers. <ul style="list-style-type: none"> <li>a. Quadex, Inc. <ul style="list-style-type: none"> <li>I. Quadex, Inc.</li> </ul> </li> <li>b. The Strong Company, Inc. <ul style="list-style-type: none"> <li>I. Strong-Seal MS-2A.</li> </ul> </li> <li>c. Approved equal. Submittal must provide specifications and justification.</li> </ul> </li> </ul> | X |  |
| 18 | <b>Hydraulic Cement Used for Non-Structural Infiltration Control</b> <ul style="list-style-type: none"> <li>• Rapid setting to plug active leaks prior to other rehabilitation work.</li> <li>• Initial Set Time at 70 degrees Fahrenheit: 60 to 90 seconds.</li> <li>• Final Set Time at 70 degrees Fahrenheit: One hour.</li> <li>• Compressive Strength (ASTM C109) at 28 days: Per manufacturer's recommendation. Minimum acceptable "or equal" products: 4,000 psi.</li> <li>• Length Change (ASTM C157): 0 percent.</li> <li>• Approved Manufacturers. <ul style="list-style-type: none"> <li>a. Sealing Systems, Inc. <ul style="list-style-type: none"> <li>I. Aqua Seal</li> </ul> </li> <li>b. The Strong Company, Inc. <ul style="list-style-type: none"> <li>I. Strong-Seal QSR (acid resistant)</li> <li>II. Strong-Plug</li> </ul> </li> <li>c. AP/M Permaform, <ul style="list-style-type: none"> <li>I. Permacast-Plug</li> </ul> </li> <li>d. Approved equal. Submittal must provide specifications and justification.</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                        | X |  |





|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |  |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|--|
| 19                                                    | <b>Epoxy Coating</b> <ul style="list-style-type: none"> <li>Seamless manhole formed in place, within existing manhole extending from channel to frame.</li> <li>Two or three part epoxy coating.</li> <li>Minimum Thickness: Lining material shall be capable of a maximum placement thickness of 200 mils in one pass monolithic application. Manhole lining material shall be applied to a minimum thickness of 125 mils (milliliters).</li> <li>Lining material shall meet ASTM D695/ASTM C579 compressive strength of 18,000 psi/6,800 psi and ASTM D790/ASTM C580 flexural strength of 13,000 psi/4,600 psi. Minimum Tensile Strength (ASTM C307): 2,500 psi.</li> <li>Approved Manufacturers (Epoxy)               <ol style="list-style-type: none"> <li>Raven.                   <ol style="list-style-type: none"> <li>Raven 405</li> <li>Raven 405 Trowel</li> </ol> </li> <li>Sauereisen, Inc. 1. 210RS</li> <li>Approved equal. Submittal must provide specifications and justification.</li> </ol> </li> </ul> | X |  |
| <b>6. PREPARATION OF MANHOLE SPECIFICATIONS</b>       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |  |
| 20                                                    | Use approved method to clean manhole walls to ensure clean surface.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | X |  |
| 21                                                    | Ensure any material cleaned from manhole walls does not fall into flow of sewer line.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | X |  |
| 22                                                    | Use approved method to stop leaks into manholes prior to application of cementitious lining or epoxy coating.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | X |  |
| <b>7. FIELD TESTING AND INSPECTION SPECIFICATIONS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |   |  |
| 11                                                    | Contractor shall visually inspect manholes to determine integrity of cementitious lining and epoxy coating as well as water-tightness. Inspection shall be conducted with a representative of Bentonville Water Utilities present. Contractor shall at a minimum: <ul style="list-style-type: none"> <li>Verify no inflow or infiltration.</li> <li>Verify services are reinstated and unobstructed.</li> <li>Verify no excessive material build up or in trough.</li> <li>Verify epoxy is smooth with uniform coverage on manhole walls.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | X |  |



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PURCHASING DEPARTMENT

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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.                                                                                                                                                                                                                                                                                                                                                                                                   |                                |                                |             |  |  |  |  |  |  |
| Proof of insurance, or the ability maintain, as defined herein.                                                                                                                                                                                                                                                                                                                                                                                                                           |                                |                                |             |  |  |  |  |  |  |
| 5% Bid Guarantee, as specified herein.<br>(Only applicable when required in this IFB document)                                                                                                                                                                                                                                                                                                                                                                                            |                                |                                |             |  |  |  |  |  |  |
| APPENDIX A: VENDOR DISCLOSURE                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                |                                |             |  |  |  |  |  |  |
| APPENDIX B: NON-COLLUSION AFFIDAVIT (notarized) & VENDOR DISCLOSURE                                                                                                                                                                                                                                                                                                                                                                                                                       |                                |                                |             |  |  |  |  |  |  |
| APPENDIX C: BIDDER QUALIFICATIONS                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                |                                |             |  |  |  |  |  |  |
| APPENDIX D: SUBCONTRACTOR DISCLOSURE                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                |                                |             |  |  |  |  |  |  |
| <p>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.</p> <table border="0"> <tr> <td><b><u>ADDENDUM NUMBER</u></b></td> <td><b><u>DATE OF ISSUANCE</u></b></td> </tr> <tr> <td><u>None</u></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table> | <b><u>ADDENDUM NUMBER</u></b>  | <b><u>DATE OF ISSUANCE</u></b> | <u>None</u> |  |  |  |  |  |  |
| <b><u>ADDENDUM NUMBER</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b><u>DATE OF ISSUANCE</u></b> |                                |             |  |  |  |  |  |  |
| <u>None</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                |                                |             |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                |                                |             |  |  |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                |                                |             |  |  |  |  |  |  |
| <p>Performance &amp; Payment Bonds in an amount at least equal to the total contract value (only applicable when required in this IFB document).</p> <p><b><i>(Due at Contract Signing)</i></b></p>                                                                                                                                                                                                                                                                                       |                                |                                |             |  |  |  |  |  |  |
| <p>Insurance Certificate, as required and as specified, naming the City of Bentonville as additionally insured.</p> <p><b><i>(Due at Contract signing)</i></b></p> <p>Bidder's should use the following address for the City of Bentonville:<br/> City of Bentonville, Arkansas<br/> 305 SW A Street<br/> Bentonville, Arkansas 72712</p>                                                                                                                                                 |                                |                                |             |  |  |  |  |  |  |





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PURCHASING DEPARTMENT  
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1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## **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%.**

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 for five-foot (5') diameter manholes** 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. The Total Bid Price is used for comparison purposes only; final payments will be based on actual work performed and materials supplied on an as-needed basis.

**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    SY- Square Yard    CY- Cubic Yards

***THE BID FORM IS LOCATED ON THE FOLLOWING PAGE***



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## 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: Corgill Construction Inc. By (Authorized Person's Signature): 

Printed Name and Title: Glenda S. Corgill, President

Date: 1/10/2022

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

Arkansas State Contractor's License Number (only include when required in this IFB): 0062710421





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## **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 3<sup>rd</sup> party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> 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 14<sup>th</sup> 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.





CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## APPENDIX A

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# VENDOR DISCLOSURE REQUIRED RESPONSE DOCUMENT



## Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Corgill Construction, 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.

None

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.**

 Initials



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## APPENDIX B

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# 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 Arkansas

County of SEBASTIAN

I, Glenda S. Corgill 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: \_\_\_\_\_

Title: President

Subscribed and sworn before me this: 10th

day of

JANUARY

, 2022

Notary Public: \_\_\_\_\_

My commission expires: 7-1-23



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## APPENDIX C

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### **BIDDER QUALIFICATIONS REQUIRED RESPONSE DOCUMENT**



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

### BIDDER QUALIFICATIONS (REQUIRED RESPONSE DOCUMENT)

Bidders shall provide at least three references from within the last two (2) years in the space provided below. References provided must be from the performance of the same or similar type of work as described herein.

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

| Contact Name                                                    | Contact Phone Number | Description of Work                    | Date/Date Range When Services Were Performed |
|-----------------------------------------------------------------|----------------------|----------------------------------------|----------------------------------------------|
| CWB Engineers<br>Kelli Gregory                                  | 501-362-3744         | Epoxy Wetwells <sup>Eden Isle AR</sup> |                                              |
| ↓                                                               | ↓                    | ↓                                      | June-Nov. 2021                               |
| Springdale Water Utilities-Rick Pulverenti<br>Jonathan Castillo | 479-750-4039         | Epoxy manholes + Wetwells              | Jan. 2019-Nov. 2021                          |
| Benton Wasrewater Utilities                                     |                      | Epoxy manholes + Wellwells, etc.       |                                              |
| Nathan Schultz                                                  | 501-249-2307         |                                        | August 2020-Dec. 2021                        |
| Rogers Water Utilities                                          |                      | Epoxy manholes + Wetwells, etc.        |                                              |
| Johnny Hunsford                                                 | 479-936-6214         |                                        | Jan. 2019-April 2021                         |
| Bentonville Water Utilities                                     |                      |                                        | Jan. 2018-Nov. 2021                          |
| Loran Shipman                                                   | 479-271-3140         | Epoxy manholes + Wetwells              |                                              |

#### OTHER RELEVANT WORK EXPERIENCE/NOTES (OPTIONAL):

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CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## APPENDIX D

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### **SUBCONTRACTOR DISCLOSURE REQUIRED RESPONSE DOCUMENT (WHEN APPLICABLE)**



## SUBCONTRACTOR DISCLOSURE

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Pursuant to Arkansas State Law, subcontractors who submit proposals in excess of \$50,000.00 must have a valid, 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 below. It shall be mandatory that the a) mechanical, b) plumbing, and c) electrical subcontractors named herein 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.**

[Continued on the following page]



Proposer shall submit the name of any subcontractors proposed, and the subcontractor's State Contractor's License Number (if applicable).

| Subcontractor Name | Subcontractor State Contractor's License (if applicable) | Work to be Performed | Answer Y/N Subcontractor's portion exceeds \$50,000.00. |
|--------------------|----------------------------------------------------------|----------------------|---------------------------------------------------------|
| <i>None</i>        |                                                          |                      |                                                         |
|                    |                                                          |                      |                                                         |
|                    |                                                          |                      |                                                         |
|                    |                                                          |                      |                                                         |
|                    |                                                          |                      |                                                         |
|                    |                                                          |                      |                                                         |
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|                    |                                                          |                      |                                                         |
|                    |                                                          |                      |                                                         |





5500 Euper Lane  
PO Box 3529  
Ft. Smith, AR 72913 (479) 452-4000  
www.bhca.com

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
(Here insert full name and address or legal title of Contractor)

**Corgill Construction Inc.**  
**P.O. Box 1235**  
**Greenwood, AR 72936**

as Principal, hereinafter called the Principal, and  
(Here insert full name and address or legal title of Surety)

**Granite Re, Inc.**  
**14001 Quailbrook Drive**  
**Oklahoma City, OK 73134**

a corporation duly organized under the laws of the State of **Oklahoma**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

**City of Bentonville**  
**117 West Central Avenue**  
**Bentonville, AR 72712**

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**  
Dollars (\$ **5%** ), 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 **Rehabilitation of Sanitary Sewer Manholes Bid 21-86**  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige 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 Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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 **13th** day of **January** **2022**

[Redacted Signature]  
(Witness)

**Corgill Construction Inc.**  
(Principal)

[Redacted Signature]  
(Title) **Glenda S. Corgill, President**

**Granite Re, Inc.**  
(Surety)

[Redacted Signature]  
(Title) **Mary Ann Justice, Attorney-In-Fact**

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SAM B. HILLER, LARRY CLARK, SCOTT R. CLARK, MARTY C. CLARK, JANICE A. BUTLER, SHANNON C. SCHMIDLY, MARY ANN JUSTICE; SCOTT WHITTENBERG its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SAM B. HILLER, LARRY CLARK, SCOTT R. CLARK, MARTY C. CLARK, JANICE A. BUTLER, SHANNON C. SCHMIDLY, MARY ANN JUSTICE; SCOTT WHITTENBERG may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )



\_\_\_\_\_  
Kenneth D. Whittington, President

\_\_\_\_\_  
Kyle P. McDonald, Treasurer

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2021  
Commission #: 01013257



\_\_\_\_\_  
Notary Public

GRANITE RE, INC.  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
13th day of January, 20 2022



\_\_\_\_\_  
Kyle P. McDonald, Secretary/Treasurer



CORGCON-02

CYNTHIA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/10/2022

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).

|                                                                                                             |                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>BHC Insurance<br>5600 Euper Lane<br>P.O. Box 3529<br>Fort Smith, AR 72913-3529           | <b>CONTACT NAME:</b> Cynthia M. Sikes<br><b>PHONE (A/C, No, Ext):</b> (479) 462-4000 0142<br><b>FAX (A/C, No):</b> (479) 484-5185<br><b>E-MAIL ADDRESS:</b> cynthia@bhca.com                         |
| <b>INSURED</b><br>Corgill Construction, Inc.<br>Attn: Susie Corgill<br>P.O. Box 1236<br>Greenwood, AR 72936 | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Employers Mutual Casualty Company<br><b>INSURER B:</b><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |
|                                                                                                             | <b>NAIC #</b><br>019594                                                                                                                                                                              |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                       | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          | 6D33768       | 5/22/2021               | 5/22/2022               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                               |           |          | 6E33768       | 6/22/2021               | 6/22/2022               | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$                                                                                                          |           |          | 6J33768       | 5/22/2021               | 5/22/2022               | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000                                                                                                                                                                                    |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                 |           | N/A      | 6H33768       | 5/22/2021               | 6/22/2022               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                  |
| A        | <input checked="" type="checkbox"/> Pollution Liability                                                                                                                                                                                                                                                                                                 |           |          | 6D33768       | 5/22/2021               | 5/22/2022               | See below                                                                                                                                                                                                                                 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Project: Rehab of Sanitary Sewer Manholes

## CERTIFICATE HOLDER

## CANCELLATION

City of Bentonville, Arkansas  
Purchasing Office, City Hall  
117 W. Central Ave  
Centerton, AR 72719

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



| CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT                        |                                             |                                   |            |                |                              |                                             |                                   |            |                |                                      |                                             |                                   |            |                |                                 |                                             |                                   |            |                |
|----------------------------------------------------------------------------|---------------------------------------------|-----------------------------------|------------|----------------|------------------------------|---------------------------------------------|-----------------------------------|------------|----------------|--------------------------------------|---------------------------------------------|-----------------------------------|------------|----------------|---------------------------------|---------------------------------------------|-----------------------------------|------------|----------------|
| IFB-21-86-Rehabilitation of Sanitary Sewer Manholes - FINAL BID TABULATION |                                             |                                   |            |                |                              |                                             |                                   |            |                |                                      |                                             |                                   |            |                |                                 |                                             |                                   |            |                |
| ACE PIPE CLEANING, INC.                                                    |                                             |                                   |            |                | CORGILL CONSTRUCTION, INC.   |                                             |                                   |            |                | KRAPFF REYNOLDS CONSTRUCITON COMPANY |                                             |                                   |            |                | MIDWEST INFRASTRUCTURE COATINGS |                                             |                                   |            |                |
| Line Item                                                                  | Description                                 | Estimated Quantity (UOM=VF)       | Unit Price | Extended Price | Line Item                    | Description                                 | Estimated Quantity (UOM=VF)       | Unit Price | Extended Price | Line Item                            | Description                                 | Estimated Quantity (UOM=VF)       | Unit Price | Extended Price | Line Item                       | Description                                 | Estimated Quantity (UOM=VF)       | Unit Price | Extended Price |
| 1                                                                          | 5-Foot (5') Diameter Manhole Rehabilitation | 150                               | \$ 450.00  | \$ 67 500.00   | 1                            | 5-Foot (5') Diameter Manhole Rehabilitation | 150                               | \$ 408.00  | \$ 61 200.00   | 1                                    | 5-Foot (5') Diameter Manhole Rehabilitation | 150                               | \$ 424.00  | \$ 63 600.00   | 1                               | 5-Foot (5') Diameter Manhole Rehabilitation | 150                               | \$ 325.00  | \$ 48 750.00   |
| Work/Material As Specified:                                                | X                                           | Alternate Work/Material Proposed: | -          |                | Work/Material As Specified:  | X                                           | Alternate Work/Material Proposed: | -          |                | Work/Material As Specified:          | X                                           | Alternate Work/Material Proposed: | -          |                | Work/Material As Specified:     | -                                           | Alternate Work/Material Proposed: | X          |                |
| Total Base Bid (In Numbers):                                               |                                             | \$ 67,500.00                      |            |                | Total Base Bid (In Numbers): |                                             | \$ 61,200.00                      |            |                | Total Base Bid (In Numbers):         |                                             | \$ 63,600.00                      |            |                | Total Base Bid (In Numbers):    |                                             | \$ 48,750.00                      |            |                |
| PURCHASING@BENTONVILLE.COM - (479) 271-3115 - WWW.BENTONVILLE.COM          |                                             |                                   |            |                |                              |                                             |                                   |            |                |                                      |                                             |                                   |            |                |                                 |                                             |                                   |            |                |
| No award has been made until approved at City Council                      |                                             |                                   |            |                |                              |                                             |                                   |            |                |                                      |                                             |                                   |            |                |                                 |                                             |                                   |            |                |



## Agenda Item Form

|                              |                            |
|------------------------------|----------------------------|
| Date of City Council Meeting | 2/22/2022                  |
| Department                   | Water Utilities Department |
| Submitted by                 | Kevin Alsup                |
| Phone                        | (479)271-3140              |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |                                        |                                    |                                     |                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|-----------------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |                                        |                                    |                                     |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                                        |                                    |                                     |                                               |
| <p><b>Bid Award-</b> Staff is requesting City Council to Bid Award a Vac-Con, Inc. through participation in the HGAC Cooperative ( Co-op) contract, SC01-21, to purchase one replacement Dual Engine Titan Sewer Cleaning / Hydro Vac Truck with a 12 yard debris tank and 1300 gallon water tank ( as detailed in the attachment) in the amount of \$499,000. Use of a Co-op is allowed pursuant to Arkansas State Statue 19-11-249; Purchasing performed an evaluation of SC01-12, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy. This is a budgeted purchase and will be funded out of Water Utilities Capital account using set-aside funding from Water Utilities 2021 budget and additional funding from the 2022 budget totaling \$500,000. Approved by Utility Board 5-0.</p> |                                       |                                        |                                    |                                     |                                               |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$499,000                                                           |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
|                                                                                  |                                                                     |





# Memo

**To:** Bentonville Utility Board  
**From:** Kevin Alsup  
**cc:** Preston Newbill, Mike Bender  
**Date:** February 15th, 2022  
**Re:** Vac-Con Sewer Cleaning / Hydro Vac Truck

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Staff recommends the awarding of a bid of \$499,000 thru HGAC Cooperative (Co-op) contract, SC01-21, for the purchase of a replacement 2021 Vac-Con Sewer Cleaning / Hydro Vac Truck. This is a budgeted item from the Water utility capital account, which included a set-aside for \$220,000 in the 2021 budget and \$280,000 included in the 2022 budget for a total of \$500,000.

This truck is currently being used as a demo truck thru Henard Utility Products and currently has 3,855 miles on the chassis and 12 hours on the auxiliary motor. Due to the demo use a discount of \$24,145 has been applied reducing the new purchase price to \$495,500 plus delivery cost of \$3,500.

This truck will come with a full warranty from the date of purchase. Staff feels with the current environment of the limited supply of new trucks and uncertainty of lead times with new truck orders this option of purchasing this demo truck that comes with very low miles and hours on the auxiliary motor, demo discount, and a full warranty is the best option.





**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract  
No.:

SC01-21

Date  
Prepared:

1/10/2022

**"This Worksheet is prepared by Contractor and given to End User.**

**If a PO is issued, all documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

**ANY CHANGES TO HGAC OFFER MUST BE MADE BY VAC-CON.**

**Please make Purchase Order out to Vac-Con, Inc. 969 Hall Park Rd., Green Cove Springs, FL 32043**

**Remit to Vac-Con, Inc. at JP Morgan Chase, 24295 Network Place, Chicago, IL 60673-1242**

**or Wire Transfer Funds to Vac-Con Acct #754249605 at JP Morgan Chase ABA 021000021 Swift #CHASUS33 ACH #07100013 "**

|                 |                         |              |                                                          |
|-----------------|-------------------------|--------------|----------------------------------------------------------|
| Buying Agency:  | City of Bentonville, AR | Contractor:  | VAC-CON, INC.                                            |
| Contact Person: | Loran Shipman           | Prepared By: | RACHEL DEEL                                              |
| Phone:          |                         | Phone:       | 904-529-1315                                             |
| Fax:            |                         | Fax:         | 904-284-3305                                             |
| Email:          |                         | Email:       | <a href="mailto:rdeel@vac-con.com">rdeel@vac-con.com</a> |

|               |           |              |                                                           |
|---------------|-----------|--------------|-----------------------------------------------------------|
| Product Code: | SC21A003A | Description: | Dual Engine Titan, 12 Yard Debris Tank, 1300 Gal of Water |
|---------------|-----------|--------------|-----------------------------------------------------------|

|                                                                         |              |
|-------------------------------------------------------------------------|--------------|
| <b>A. Product Item Base Unit Price Per Contractor's H-GAC Contract:</b> | \$274,731.00 |
|-------------------------------------------------------------------------|--------------|

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

| Description                                                                              | Cost                            |
|------------------------------------------------------------------------------------------|---------------------------------|
| Subtotal Options & Accessories - see attached sheets B1:                                 | \$128,294.00                    |
| Subtotal Chassis (Not Available to Customers in the State of TX) see attached sheets B2: | \$104,584.00                    |
| Subtotal From Additional Sheet(s):                                                       |                                 |
| <b>FINAL MODEL NUMBER: TAQD312LHAE-P/300</b>                                             | <b>Subtotal B: \$232,878.00</b> |

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

| Description                                | Cost       | Description                        | Cost        |
|--------------------------------------------|------------|------------------------------------|-------------|
| Electronic Titan Style Water Level Gauge   | \$1,808.00 |                                    |             |
| Boom Headache Rack                         | \$3,932.00 |                                    |             |
| LED Boom MTD Flood Lights w/Limb Guard     | \$862.00   |                                    |             |
| LED Lighting for Tool Box                  | \$1,045.00 |                                    |             |
| LED Rear MTD Flood Lights w/Limb Guard     | \$862.00   |                                    |             |
| Mirror MTD LED Beacon/Strobe Light         | \$1,086.00 |                                    |             |
| 3 Addt Camera Placements DS, CS, Hose Reel | \$1,941.00 |                                    |             |
| Ripsaw Rotating Nozzle for Hydr EX         | \$500.00   |                                    |             |
| Dump High                                  | \$0.00     |                                    |             |
|                                            |            |                                    |             |
|                                            |            |                                    |             |
|                                            |            |                                    |             |
|                                            |            |                                    |             |
|                                            |            | Subtotal From Additional Sheet(s): |             |
|                                            |            | Subtotal C:                        | \$12,036.00 |

|                                                                                                                                         |                                                |    |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----|
| <b>Check:</b> Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). | <b>For this transaction the percentage is:</b> | 2% |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----|

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

|                   |   |                          |              |   |             |              |
|-------------------|---|--------------------------|--------------|---|-------------|--------------|
| Quantity Ordered: | 1 | X Subtotal of A + B + C: | \$519,645.00 | = | Subtotal D: | \$519,645.00 |
|-------------------|---|--------------------------|--------------|---|-------------|--------------|

**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

| Description        | Cost         | Description | Cost         |
|--------------------|--------------|-------------|--------------|
| Delivery           | \$3,500.00   |             |              |
| Demo Unit Discount | -\$24,145.00 |             |              |
|                    |              |             |              |
|                    |              |             |              |
|                    |              |             |              |
|                    |              |             |              |
|                    |              | Subtotal E: | -\$20,645.00 |

|                       |                |                                       |                     |
|-----------------------|----------------|---------------------------------------|---------------------|
| <b>Delivery Date:</b> | <b>Upon PO</b> | <b>F. Total Purchase Price (D+E):</b> | <b>\$499,000.00</b> |
|-----------------------|----------------|---------------------------------------|---------------------|

| H-GAC 'FORM E' - OPTIONS PRICING |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                        |               |           |               |
|----------------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------|-----------|---------------|
| Offeror Name:                    |                         | VAC-CON, INC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                        |               | SC21A003A |               |
| Invitation No.:                  |                         | SC01-21 -- Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                        |               |           |               |
| H-GAC Product Code               | Offeror's or Mfr's Code | OPTION DESCRIPTION<br>(Must include H-GAC Required Option Code, if used in Specification)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                        |               |           |               |
| SC21A003A                        | A003A                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Additional Info                                                                        | Offered Price | Qty       | Total         |
|                                  | A003A-1                 | Base Model, includes the following                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | TAQD311E/1300                                                                          | \$ 274,731.00 | 1         | \$ 274,731.00 |
|                                  |                         | Standard Equipment:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | TITAN DUAL ENGINE AEROBOOST 11YD DEBRIS                                                |               |           |               |
|                                  |                         | <p>3-stage Aeroboost Â® Centrifugal compresor - high efficiency airflow design w/dual cyclone filtration</p> <p>Hinge type / Body Prop Permanently mount debris body prop (hinge-type)</p> <p>Lazy Susan pipe rack (5-pipe)</p> <p>Vacuum System (as specified by Model Number)</p> <p>Vacuum Drive: hydrostatic drive "high volume"</p> <p>1/4" Corten steel debris tank</p> <p>Hydraulic rear door locks</p> <p>6" knife valve with 10' lay flat hose</p> <p>Debris tank dumping: minimum 50 degree, hydraulic cylinder lift- power up/power down</p> <p>Cross-linked polyethylene water tanks</p> <p>Automatic vacuum breaker and overfill protection</p> <p>8" vacuum intake hose</p> <p>6 Way hydraulic boom with 230 degree rotation and joystick control</p> <p>Front mounted 600' capacity articulating hose reel</p> <p>60gpm/2000psi water pump system</p> <p>Water pump drive: Standard Aux Engine GM gasoline powered</p> <p><b>600' high pressure jet rodder hose</b></p> <p>Heavy-duty dual roller level wind guide (aluminum)</p> <p>Flexible hose guide (Tiger Tail)</p> <p>30" leader hose</p> <p>20gpm/800psi wash-down system w/hand-gun and 25' of hose</p> <p>Sealed and locking Steel tool box (es) {as indicated by model number}</p> <p>1 each sanitary and penetrator nozzles</p> <p>25' aluminum suction pipe(1-3', 2-5', 1-6' and 1-6.5' catch basin nozzle) w/quick clamps</p> <p>ICC lighting LED</p> <p>Zinc, PPG Paint - line on process. "Aircraft-grade" primer</p> <p>12 month standard warranty for module</p> <p>5# Fire Extinguisher</p> <p>Set Triangles</p> <p>5 year centrifugal compressor (fans) warranty</p> <p>2 year water pump warranty</p> <p>5 year water pump drive warranty</p> <p><b>Back up alarm</b></p> <p><b>Debris Body "Power Flush" System, 8 jets</b></p> <p>Mirror Mounted LED Strobe Light with Limb Guard</p> <p><b>Hose footage counter (Driver Side)</b></p> <p><b>10' of handgun hose (35' total)</b></p> <p><b>Overspeed warning light for water pump</b></p> <p>12 month standard warranty - see certificate for details</p> <p>5# Fire Extinguisher</p> <p>Set Triangles</p> |                                                                                        |               |           |               |
|                                  |                         | Models                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                        |               |           |               |
|                                  |                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Additional Information                                                                 | Offered Price | Qty       | Total         |
|                                  | A003A-2                 | TAQD311E/1300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Includes: 3 Stage Vac-Con Blower, 11 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame | \$0.00        |           |               |
|                                  | A003A-3                 | TAQD311E/1000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Includes: 3 Stage Vac-Con Blower, 11 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame | (\$5,932.00)  |           |               |
|                                  | A003A-4                 | TAQD311E/1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Includes: 3 Stage Vac-Con Blower, 11 CY Debris Tank, 1500 Gal H2O, 6X4, Extended Frame | \$6,220.00    |           |               |
|                                  | A003A-5                 | TAQD312E/1000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Includes: 3 Stage Vac-Con Blower, 12 CY Debris Tank, 1000 Gal H2O, 6X4, Extended Frame | (\$155.00)    |           |               |
|                                  | A003A-6                 | TAQD312E/1300                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Includes: 3 Stage Vac-Con Blower, 12 CY Debris Tank, 1300 Gal H2O, 6X4, Extended Frame | \$5,970.00    | 1         | \$ 5,970.00   |
|                                  | A003A-7                 | TAQD312E/1500                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Includes: 3 Stage Vac-Con Blower, 12 CY Debris Tank, 1500 Gal H2O, 6X4, Extended Frame | \$12,143.08   |           |               |
|                                  | A003A-8                 | Mounting Charge                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Required for Every Vehicle                                                             | \$5,000.00    | 1         | \$ 5,000.00   |
|                                  |                         | Booms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                        |               |           |               |
|                                  |                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Additional Information                                                                 |               |           |               |
|                                  | A003A-9                 | Fixed Boom - Standard                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Standard                                                                               | \$ -          |           |               |
|                                  | A003A-10                | 6' Aluminum Telescoping Boom with Pendant Control Station                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                        | \$ 10,076.00  |           |               |





|  |          |                                                                                                            |                                                                 |              |   |              |
|--|----------|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|--------------|---|--------------|
|  | A003A-11 | 10' Aluminum Telescoping Boom with Pendant Control Station                                                 |                                                                 | \$ 15,121.00 | 1 | \$ 15,121.00 |
|  | A003A-12 | 6' Aluminum Telescoping Boom with 10" Inlet and Pendant Control Station                                    | 10" Boom Inlet, Boom and Elbow with 10" to 8" Adapter & 8" hose | \$ 17,378.00 |   |              |
|  | A003A-13 | 10' Aluminum Telescoping Boom with 10" Inlet and Pendant Control Station                                   | 10" Boom Inlet, Boom and Elbow with 10" to 8" Adapter & 8" hose | \$ 22,421.00 |   |              |
|  |          | <b>Blower Drives</b>                                                                                       |                                                                 |              |   |              |
|  |          | <b>Description</b>                                                                                         | <b>Additional Information</b>                                   |              |   |              |
|  | A003A-14 | High Volume Hydrostatic Drive                                                                              | <b>If included in base price</b>                                | \$ -         | 1 | \$ -         |
|  |          | <b>Hose Reels</b>                                                                                          |                                                                 |              |   |              |
|  |          | <b>Description</b>                                                                                         | <b>Additional Information</b>                                   |              |   |              |
|  | A003A-15 | Front Mounted, Articulating to Driver Side (Std Pivot)                                                     | <b>STANDARD</b>                                                 | \$ -         | 1 | \$ -         |
|  | A003A-16 | Front Mounted, Articulating to Driver Side, 800' (1") Capacity                                             |                                                                 | \$ 3,882.00  |   |              |
|  | A003A-17 | Front Mounted, Articulating to Passenger Side (Reverse Pivot)                                              |                                                                 | \$ -         |   |              |
|  | A003A-18 | Front Mounted, Articulating to Passenger Side, 800' (1") Capacity                                          |                                                                 | \$ 3,882.00  |   |              |
|  |          | <b>Hose Reel Options</b>                                                                                   |                                                                 |              |   |              |
|  |          | <b>Description</b>                                                                                         | <b>Additional Information</b>                                   |              |   |              |
|  | A003A-19 | Hose Reel Cage                                                                                             |                                                                 | \$ 1,285.00  |   |              |
|  | A003A-20 | Power guide "Reel Power" level wind guide                                                                  |                                                                 | \$ 5,598.00  |   |              |
|  | A003A-21 | Electro Magnet for outrigger leg                                                                           |                                                                 | \$ 5,378.00  |   |              |
|  | A003A-22 | Hose Footage Counter (Curb Side)                                                                           |                                                                 | \$ 640.00    |   |              |
|  | A003A-23 | Hose Footage Counter (Standard Driver Side)                                                                | <b>Standard</b>                                                 | \$ -         | 1 | \$ -         |
|  |          | <b>Water Systems</b>                                                                                       |                                                                 |              |   |              |
|  |          | <b>Description</b>                                                                                         | <b>Additional Information</b>                                   |              |   |              |
|  | A003A-24 | 50/3000, GIANT 7000, GM 5.7 GAS 140 HP                                                                     |                                                                 | \$ -         | 1 | \$ -         |
|  | A003A-25 | 50/3000, GIANT 7000, GM 5.7 GAS 140 HP With Aux Engine Hydraulics (Pump Off Not Available)                 | With Aux Engine Hydraulics (Pump Off Not Available)             | \$ 1,439.00  |   |              |
|  | A003A-26 | 50/3000, GIANT 7000, GM 8.8 GAS 208HP *                                                                    |                                                                 | \$ 20,015.00 |   |              |
|  | A003A-27 | 50/3000, GIANT 7000, GM 8.8 GAS 208HP * With Aux Engine Hydraulics                                         | With Aux Engine Hydraulics                                      | \$ 21,454.00 |   |              |
|  | A003A-28 | 50/3000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140HP                                                          |                                                                 | \$ 37,685.00 |   |              |
|  | A003A-29 | 50/3000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140HP With Aux Engine Hydraulics (Pump Off Not Available)      | With Aux Engine Hydraulics (Pump Off Not Available)             | \$ 40,244.00 |   |              |
|  | A003A-30 | 50/3000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP                                                         |                                                                 | \$ 64,667.00 |   |              |
|  | A003A-31 | 50/3000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP With Aux Engine Hydraulics                              | With Aux Engine Hydraulics                                      | \$ 66,106.00 |   |              |
|  | A003A-32 | 80/2500, FMC, JD 4 CYL TIER 4 DIESEL 140 HP                                                                |                                                                 | \$ 40,812.00 |   |              |
|  | A003A-33 | 80/2500, FMC, GM 8.8 GAS 208 HP *                                                                          |                                                                 | \$ 21,704.00 |   |              |
|  | A003A-34 | 80/2500, FMC, GM 8.8 GAS 208 HP * With Aux Engine Hydraulics                                               | With Aux Engine Hydraulics                                      | \$ 23,143.00 |   |              |
|  | A003A-35 | 80/2500, FMC, JD 6 CYL TIER 4 DIESEL 225 HP                                                                |                                                                 | \$ 67,794.00 |   |              |
|  | A003A-36 | 80/2500, FMC, JD 6 CYL TIER 4 DIESEL 225 HP With Aux Engine Hydraulics                                     | With Aux Engine Hydraulics                                      | \$ 69,233.00 |   |              |
|  | A003A-37 | 60/3000, GIANT 7000, GM 5.7 GAS 140 HP                                                                     |                                                                 | \$ -         |   |              |
|  | A003A-38 | 60/3000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140 HP                                                         |                                                                 | \$ 37,685.00 | 1 | \$ 37,685.00 |
|  | A003A-39 | 60/3000, GIANT 7000, GM 8.8 GAS 208 HP *                                                                   |                                                                 | \$ 20,015.00 |   |              |
|  | A003A-40 | 60/3000, GIANT 7000, GM 8.8 GAS 208 HP With Aux Engine Hydraulics *                                        | With Aux Engine Hydraulics                                      | \$ 21,454.00 |   |              |
|  | A003A-41 | 60/3000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP                                                         |                                                                 | \$ 64,667.00 |   |              |
|  | A003A-42 | 60/3000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP With Aux Engine Hydraulics                              | With Aux Engine Hydraulics                                      | \$ 66,106.00 |   |              |
|  | A003A-43 | 65/3000, GIANT 8000, GM 8.8 GAS 208 HP *                                                                   |                                                                 | \$ 26,412.00 |   |              |
|  | A003A-44 | 65/3000, GIANT 8000, GM 8.8 GAS 208 HP* With Aux Engine Hydraulics                                         | With Aux Engine Hydraulics                                      | \$ 27,851.00 |   |              |
|  | A003A-45 | 65/3000, GIANT 8000, JD 6 CYL TIER 4 DIESEL 225 HP                                                         |                                                                 | \$ 71,063.00 |   |              |
|  | A003A-46 | 65/3000, GIANT 8000, JD 6 CYL TIER 4 DIESEL 225 HP With Aux Engine Hydraulics                              | With Aux Engine Hydraulics                                      | \$ 72,502.00 |   |              |
|  | A003A-47 | 80/3000, FMC, GM 8.8 GAS 208 HP *                                                                          |                                                                 | \$ 21,704.00 |   |              |
|  | A003A-48 | 80/3000, FMC, GM 8.8 GAS 208 HP * With Aux Engine Hydraulics                                               | With Aux Engine Hydraulics                                      | \$ 23,143.00 |   |              |
|  | A003A-49 | 80/3000, FMC, JD 6 CYL TIER 4 DIESEL 225 HP                                                                |                                                                 | \$ 67,794.00 |   |              |
|  | A003A-50 | 80/3000, FMC, JD 6 CYL TIER 4 DIESEL 225 HP With Aux Engine Hydraulics                                     | With Aux Engine Hydraulics                                      | \$ 69,233.00 |   |              |
|  | A003A-51 | 80/3000, GIANT 8000, GM 8.8 GAS 208 HP *                                                                   |                                                                 | \$ 26,412.00 |   |              |
|  | A003A-52 | 80/3000, GIANT 8000, GM 8.8 GAS 208 HP * With Aux Engine Hydraulics                                        | With Aux Engine Hydraulics                                      | \$ 27,851.00 |   |              |
|  | A003A-53 | 80/3000, GIANT 8000, JD 6 CYL TIER 4 DIESEL 225 HP                                                         |                                                                 | \$ 71,063.00 |   |              |
|  | A003A-54 | 80/3000, GIANT 8000, JD 6 CYL TIER 4 DIESEL 225 HP With Aux Engine Hydraulics                              | With Aux Engine Hydraulics                                      | \$ 72,502.00 |   |              |
|  | A003A-55 | 100/2000, FMC, GM 8.8 GAS 208 HP * Includes Larger Hose Reel & 500' of 1 1/4 Rodder Hose                   | Includes Larger Hose Reel & 500' of 1 1/4 Rodder Hose           | \$ 37,832.00 |   |              |
|  | A003A-56 | 100/2000, FMC, JD 6 CYL TIER 4 DIESEL 225 HP Includes Larger Hose Reel & 500' of 1 1/4 Rodder Hose         | Includes Larger Hose Reel & 500' of 1 1/4" Rodder Hose          | \$ 80,281.00 |   |              |
|  | A003A-57 | 120/2000,GIANT 8000 , GM 8.8 GAS 208 HP * Includes Larger Hose Reel & 500' of 1 1/4" Rodder Hose           | Includes Larger Hose Reel & 500' of 1 1/4" Rodder Hose          | \$ 47,427.00 |   |              |
|  | A003A-58 | 120/2000,GIANT 8000 , JD 6 CYL TIER 4 DIESEL 225 HP Includes Larger Hose Reel & 500' of 1 1/4" Rodder Hose | Includes Larger Hose Reel & 500' of 1 1/4" Rodder Hose          | \$ 88,809.00 |   |              |
|  | A003A-59 | 80/2000, GIANT 7000, GM 5.7 GAS 140 HP                                                                     |                                                                 | \$ -         |   |              |
|  | A003A-60 | 80/2000, GIANT 7000, GM 8.8 GAS 208HP *                                                                    |                                                                 | \$ 20,015.00 |   |              |
|  | A003A-61 | 80/2000, GIANT 7000, GM 8.8 GAS 208HP * With Aux Engine Hydraulics                                         | With Aux Engine Hydraulics                                      | \$ 21,454.00 |   |              |
|  | A003A-62 | 80/2000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140HP                                                          |                                                                 | \$ 37,685.00 |   |              |
|  | A003A-63 | 80/2000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140HP With Aux Engine Hydraulics (Pump Off Not Available)      | With Aux Engine Hydraulics (Pump Off Not Available)             | \$ 40,244.00 |   |              |
|  | A003A-64 | 80/2000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP                                                         |                                                                 | \$ 64,667.00 |   |              |
|  | A003A-65 | 80/2000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP With Aux Engine Hydraulics                              | With Aux Engine Hydraulics                                      | \$ 66,106.00 |   |              |
|  | A003A-66 | 60/2000, GIANT 7000, GM 5.7 GAS 140 HP                                                                     | <b>STANDARD</b>                                                 | \$ -         |   |              |



|  |           |                                                                                                                                                                                                                   |                                                                                                       |               |   |             |
|--|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------|---|-------------|
|  | A003A-67  | 60/2000, GIANT 7000, GM 5.7 GAS 140 HP With Aux Engine Hydraulics (Pump Off Not Available)                                                                                                                        | With Aux Engine Hydraulics (Pump Off Not Available)                                                   | \$ 1,439.00   |   |             |
|  | A003A-68  | 60/2000, GIANT 7000, GM 8.8 GAS 208HP *                                                                                                                                                                           |                                                                                                       | \$ 20,015.00  |   |             |
|  | A003A-69  | 60/2000, GIANT 7000, GM 8.8 GAS 208HP * With Aux Engine Hydraulics                                                                                                                                                | With Aux Engine Hydraulics                                                                            | \$ 21,454.00  |   |             |
|  | A003A-70  | 60/2000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140HP                                                                                                                                                                 |                                                                                                       | \$ 37,685.00  |   |             |
|  | A003A-71  | 60/2000, GIANT 7000, JD 4 CYL TIER 4 DIESEL 140HP With Aux Engine Hydraulics (Pump Off Not Available)                                                                                                             | With Aux Engine Hydraulics (Pump Off Not Available)                                                   | \$ 40,244.00  |   |             |
|  | A003A-72  | 60/2000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP                                                                                                                                                                |                                                                                                       | \$ 64,667.00  |   |             |
|  | A003A-73  | 60/2000, GIANT 7000, JD 6 CYL TIER 4 DIESEL 225 HP With Aux Engine Hydraulics                                                                                                                                     | With Aux Engine Hydraulics                                                                            | \$ 66,106.00  |   |             |
|  |           | <b>Water Systems Options</b>                                                                                                                                                                                      |                                                                                                       |               |   |             |
|  |           | <b>Description</b>                                                                                                                                                                                                | <b>Additional Information</b>                                                                         |               |   |             |
|  | A003A-74  | Debris Body "Power Flush" System, 8 jets                                                                                                                                                                          |                                                                                                       | \$ -          | 1 | \$ -        |
|  | A003A-75  | Remove Debris Body "Power Flush" System, 8 jets                                                                                                                                                                   |                                                                                                       | \$ (2,145.00) |   |             |
|  | A003A-76  | Water & Debris Tanks Tied Together                                                                                                                                                                                |                                                                                                       | \$ 2,527.00   |   |             |
|  | A003A-77  | Winter Recirculating System for Rodder Hose                                                                                                                                                                       |                                                                                                       | \$ 1,142.00   | 1 | \$ 1,142.00 |
|  | A003A-78  | Winter Recirculating connection for low pressure circuit.                                                                                                                                                         | Requires winter recirculating system for rodder hose.                                                 | \$ 288.00     |   |             |
|  | A003A-79  | Winter Recirculating connection for high pressure circuit.                                                                                                                                                        | Requires winter recirculation system for rodder hose.                                                 | \$ 494.00     | 1 | \$ 494.00   |
|  | A003A-80  | Artic Winter Recirculating System for rodder hose, includes plumbing to upper water tanks.                                                                                                                        |                                                                                                       | \$ 1,435.00   |   |             |
|  | A003A-81  | Air Purge System                                                                                                                                                                                                  |                                                                                                       | \$ 924.00     | 1 | \$ 924.00   |
|  | A003A-82  | Drivers Side Hand Gun Connection                                                                                                                                                                                  |                                                                                                       | \$ 334.00     |   |             |
|  | A003A-83  | Rear Hand Gun Connection                                                                                                                                                                                          |                                                                                                       | \$ 334.00     |   |             |
|  | A003A-84  | Front Bumper Hand Gun Connection                                                                                                                                                                                  |                                                                                                       | \$ 387.00     |   |             |
|  | A003A-85  | Pre-Tank Water Filter (In-line)                                                                                                                                                                                   |                                                                                                       | \$ 387.00     |   |             |
|  | A003A-86  | Pre-Tank Water Filter (Y-type)                                                                                                                                                                                    |                                                                                                       | \$ 1,033.00   |   |             |
|  | A003A-87  | 2½" Water Drain Gate Valve Assembly (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)                                                                                               | Note: cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one.                  | \$ 326.00     |   |             |
|  | A003A-88  | 1/4 turn ball valve water drain ( cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)                                                                                                  | Note: cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one.                  | \$ 505.00     | 1 | \$ 505.00   |
|  | A003A-89  | Automatic Continuous Fill System                                                                                                                                                                                  |                                                                                                       | \$ 2,419.00   |   |             |
|  | A003A-90  | Folding Spray Bar Assembly with In Cab Controls                                                                                                                                                                   |                                                                                                       | \$ 4,169.00   |   |             |
|  | A003A-91  | Variable Flow Valve (Valve Only ) - nozzles required                                                                                                                                                              |                                                                                                       | \$ 478.00     | 1 | \$ 478.00   |
|  | A003A-92  | 50' Capacity Retractable Hand Gun Hose Reel                                                                                                                                                                       | Hose included                                                                                         | \$ 2,265.00   | 1 | \$ 2,265.00 |
|  | A003A-93  | 100' Capacity Handgun Hose Reel                                                                                                                                                                                   | Hose Included                                                                                         | \$ 3,981.00   |   |             |
|  | A003A-94  | Water Ring Assembly (inlet mounted)                                                                                                                                                                               |                                                                                                       | \$ 2,453.00   |   |             |
|  | A003A-95  | Pulsation Feature for Water Pump                                                                                                                                                                                  |                                                                                                       | \$ 6,237.00   |   |             |
|  | A003A-96  | Lateral Cleaning Kit w/150' x ½" Hose w/Nozzle, Dolly style mounts                                                                                                                                                |                                                                                                       | \$ 3,519.00   |   |             |
|  | A003A-97  | Lateral Cleaning Kit w/200' x 1/2" Hose w/Nozzle, Permanently Mtd, Electronically Controlled                                                                                                                      |                                                                                                       | \$ 6,496.00   |   |             |
|  | A003A-98  | Lateral Cleaning Kit w/400' Hose w/Nozzle, Permanently Mtd, Hydraulically Controlled                                                                                                                              |                                                                                                       | \$ 8,126.00   |   |             |
|  | A003A-99  | Auxiliary Engine Driven Hydraulics                                                                                                                                                                                | Consult Factory for Application                                                                       | \$ 5,103.00   |   |             |
|  | A003A-100 | Water Pump Remote Oil Drain                                                                                                                                                                                       |                                                                                                       | \$ 299.00     | 1 | \$ 299.00   |
|  | A003A-101 | Chemical Tank (15) Gallons                                                                                                                                                                                        | 120volt Pump with Invertor (Consult Factory for Compatibility) 711-8088                               | \$ 3,479.00   |   |             |
|  | A003A-102 | Anti-Freeze System                                                                                                                                                                                                | 17 gallon reservoir with ball valve for changing system. System uses bio-degradable anti-freeze only. | \$ 2,253.00   |   |             |
|  | A003A-103 | Gate Valve at Water Pump Inlet                                                                                                                                                                                    |                                                                                                       | \$ 731.00     |   |             |
|  | A003A-104 | Hydroexcavation Pkg Inc- 50â€™™ Handgun Hose Reel w/ ½â€™™ hose 72â€™™ Sch. 80 QD Lance w single Fwd Spray Nozzle, Storage Tubes for Lances Heavy Duty Unloader Valve Main Control Ball Valve Variable Flow Valve |                                                                                                       | \$ 7,102.00   | 1 | \$ 7,102.00 |
|  |           | <b>Water Systems Accessories</b>                                                                                                                                                                                  |                                                                                                       |               |   |             |
|  |           | <b>Description</b>                                                                                                                                                                                                | <b>Additional Information</b>                                                                         |               |   |             |
|  | A003A-105 | Hand Gun Assembly, Low Pressure                                                                                                                                                                                   | Hand Gun Only - no hose                                                                               | \$ 343.00     |   |             |
|  | A003A-106 | Hand Gun Assembly with 25' of ½" hose, Low Pressure                                                                                                                                                               |                                                                                                       | \$ 710.00     |   |             |
|  | A003A-107 | 10' Hand Gun Hose Extension                                                                                                                                                                                       |                                                                                                       | \$ 127.00     |   |             |
|  | A003A-108 | 25' Hand Gun Hose Extension                                                                                                                                                                                       |                                                                                                       | \$ 292.00     |   |             |
|  | A003A-109 | 30' Hand Gun Hose Extension                                                                                                                                                                                       |                                                                                                       | \$ 338.00     |   |             |
|  | A003A-110 | 50' Hand Gun Hose Extension                                                                                                                                                                                       |                                                                                                       | \$ 441.00     |   |             |
|  | A003A-111 | Water Ring (Ring Only)                                                                                                                                                                                            |                                                                                                       | \$ 518.00     |   |             |
|  | A003A-112 | Hand Gun Bracket Assembly                                                                                                                                                                                         |                                                                                                       | \$ 81.00      |   |             |
|  | A003A-113 | Hand Gun Assembly (2) Handle with Adjustable Spray                                                                                                                                                                |                                                                                                       | \$ 641.00     |   |             |
|  | A003A-114 | Cam-locks for Water Fill Hose                                                                                                                                                                                     |                                                                                                       | \$ 265.00     |   |             |
|  | A003A-115 | Cam-locks for Rear Drain Hose                                                                                                                                                                                     |                                                                                                       | \$ 373.00     |   |             |
|  | A003A-116 | Additional Water Tank Sight Guage (Drivers Side)                                                                                                                                                                  |                                                                                                       | \$ 204.00     |   |             |
|  | A003A-117 | 72" x 1/2" Stainless Steel Lance with Adjustable Grip, Single Forward Chisel Jet                                                                                                                                  | 711-30902                                                                                             | \$ -          |   |             |
|  | A003A-118 | 711-30904 Hydro. X Lance Assy. - Must Choose Hydro X. Package - 72" with quick disconnects, 1/2 schedule 80, horizontal handle                                                                                    | Standard with Hydro-excavation package only                                                           | \$ 190.00     |   |             |
|  | A003A-119 | 711-30906 A 48" Extension for 711-30904 high-pressure handwand                                                                                                                                                    |                                                                                                       | \$ 202.00     | 1 | \$ 202.00   |
|  | A003A-120 | 711-TBA 72" Extension for 711-30904 high-pressure handwand                                                                                                                                                        |                                                                                                       | \$ 1,179.00   |   |             |
|  | A003A-121 | 711-30903 High-pressure handwand 51"x1/2" S.S., pistol grip handle with adjustable handle (No extensions available) - Single foward jet                                                                           |                                                                                                       | \$ 1,189.00   |   |             |
|  | A003A-122 | 711-30903T Turbo Jet with Single Foward Jet                                                                                                                                                                       |                                                                                                       | \$ 1,200.00   |   |             |
|  | A003A-123 | 711-30903A Multiple Forward Jets with Chisel Nozzle                                                                                                                                                               |                                                                                                       | \$ 1,166.00   |   |             |

|  |           |                                                                                                                                                                                |                                                                                                                                                                                                            |              |   |             |
|--|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---|-------------|
|  | A003A-124 | C70 Nozzle, WiFi Connected                                                                                                                                                     | WiFi connected C70 nozzle with heavy duty camera with LED lights, protective case, Tablet w/GPS, Pipeline Viewing Software, Jet Inserts and Battery Charger. (2) Skids to accommodate Pipe 1-6" and 1-8"." | \$ 21,189.00 |   |             |
|  |           | <b>Jet Rodder Hose</b>                                                                                                                                                         |                                                                                                                                                                                                            |              |   |             |
|  |           | <b>Description</b>                                                                                                                                                             | <b>Additional Information</b>                                                                                                                                                                              |              |   |             |
|  | A003A-125 | 400' x 3/4" 3000 psi/7500 psi - Standard                                                                                                                                       |                                                                                                                                                                                                            | \$ -         |   |             |
|  | A003A-126 | 500' x 3/4" 3000 psi/7500 psi - 100' extra                                                                                                                                     |                                                                                                                                                                                                            | \$ 494.00    |   |             |
|  | A003A-127 | 600' x 3/4" 3000 psi/7500 psi - 200' extra                                                                                                                                     |                                                                                                                                                                                                            | \$ 985.00    |   |             |
|  | A003A-128 | 700' x 3/4" 3000 psi/7500 psi - 300' extra (non-continuous)                                                                                                                    |                                                                                                                                                                                                            | \$ 1,475.00  |   |             |
|  | A003A-129 | 800' x 3/4" 3000 psi/7500 psi - 400' extra (non-continuous)                                                                                                                    |                                                                                                                                                                                                            | \$ 1,968.00  |   |             |
|  | A003A-130 | 1000' x 3/4" 3000 psi/7500 psi - 600' extra (non-continuous)                                                                                                                   |                                                                                                                                                                                                            | \$ 2,949.00  |   |             |
|  | A003A-131 | 400' x 1" 2500 psi/6250 psi - Standard                                                                                                                                         |                                                                                                                                                                                                            | \$ -         |   |             |
|  | A003A-132 | 500' x 1" 2500 psi/6250 psi - 100' extra                                                                                                                                       |                                                                                                                                                                                                            | \$ 494.00    | 1 | \$ 494.00   |
|  | A003A-133 | 600' x 1" 2500 psi/6250 psi - 200' extra                                                                                                                                       | STANDARD                                                                                                                                                                                                   | \$ -         |   |             |
|  | A003A-134 | 700' x 1" 2500 psi/6250 psi - 400' extra (non-continuous)                                                                                                                      | Requires large hose reel                                                                                                                                                                                   | \$ 1,475.00  |   |             |
|  | A003A-135 | 800' x 1" 2500 psi/6250 psi - 400' extra (non-continuous)                                                                                                                      | Requires large hose reel                                                                                                                                                                                   | \$ 1,968.00  |   |             |
|  | A003A-136 | 400' x 1" 3000 psi/7500 psi                                                                                                                                                    |                                                                                                                                                                                                            | \$ 713.00    |   |             |
|  | A003A-137 | 500' x 1" 3000 psi/7500 psi - 100' extra                                                                                                                                       |                                                                                                                                                                                                            | \$ 1,425.00  |   |             |
|  | A003A-138 | 600' x 1" 3000 psi/7500 psi - 200' extra                                                                                                                                       |                                                                                                                                                                                                            | \$ 2,101.00  |   |             |
|  | A003A-139 | 700' x 1" 3000 psi/7500 psi - 300' extra (non-continuous)                                                                                                                      | Requires large hose reel                                                                                                                                                                                   | \$ 2,451.00  |   |             |
|  | A003A-140 | 800' x 1" 3000 psi/7500 psi - 400' extra (non-continuous)                                                                                                                      | Requires large hose reel                                                                                                                                                                                   | \$ 3,449.00  |   |             |
|  | A003A-141 | 500' x 1 1/4" 2500 psi /6250 psi                                                                                                                                               | Standard on 120 gpm water system                                                                                                                                                                           | \$ -         |   |             |
|  | A003A-142 | 800' x 3/4" continuous 3000 psi/7500 psi-400' extra sewer hose, Cobra only                                                                                                     | Cobra Rodder Hose                                                                                                                                                                                          | \$ 4,241.00  |   |             |
|  | A003A-143 | 800' x 1" continuous 2500 psi/6250 psi-400' extra sewer hose, Cobra only                                                                                                       | Cobra Rodder Hose                                                                                                                                                                                          | \$ 4,241.00  |   |             |
|  | A003A-144 | 800' x 1" continuous 3000 psi/7500 psi-400' extra sewer hose, Cobra only                                                                                                       | Cobra Rodder Hose                                                                                                                                                                                          | \$ 5,720.00  |   |             |
|  |           | <b>Spare Rolls of Jet Rodder Hose</b>                                                                                                                                          |                                                                                                                                                                                                            |              |   |             |
|  |           | <b>Description</b>                                                                                                                                                             | <b>Additional Information</b>                                                                                                                                                                              |              |   |             |
|  | A003A-145 | 400' Spare Roll of Jet Rodder Hose                                                                                                                                             | 3/4" 3000 psi or 1" 2500 psi                                                                                                                                                                               | \$ 1,978.00  |   |             |
|  | A003A-146 | 500' Spare Roll of Jet Rodder Hose                                                                                                                                             | 3/4" 3000 psi or 1" 2500 psi                                                                                                                                                                               | \$ 2,486.00  |   |             |
|  | A003A-147 | 600' Spare Roll of Jet Rodder Hose                                                                                                                                             | 3/4" 3000 psi or 1" 2500 psi                                                                                                                                                                               | \$ 2,956.00  |   |             |
|  |           | <b>Debris Body Options</b>                                                                                                                                                     |                                                                                                                                                                                                            |              |   |             |
|  |           | <b>Description</b>                                                                                                                                                             | <b>Additional Information</b>                                                                                                                                                                              |              |   |             |
|  | A003A-148 | Hydraulic Rear Door Opener, removes door grabber                                                                                                                               | Removes door grabber; Stand. on Highdump; Not Available w/ Flatdoor                                                                                                                                        | \$ 4,173.00  |   |             |
|  | A003A-149 | 6" Knife Valve, Lower Rear Door Mounted with Cam-Lock (Drain hose NOT included)                                                                                                | (Drain hose NOT included)                                                                                                                                                                                  | \$ 2,225.00  |   |             |
|  | A003A-150 | 6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)                                                                                       | STANDARD                                                                                                                                                                                                   | \$ -         | 1 | \$ -        |
|  | A003A-151 | 8" Knife Valve, Lower Rear Door Mounted (Drain hose NOT included)                                                                                                              | (Drain hose NOT included)                                                                                                                                                                                  | \$ 2,410.00  |   |             |
|  | A003A-152 | 6" Air operated knife valve/Front Drivers Side Mounted w/Cam-lock and 25' of layflat hose with Cam-lock                                                                        |                                                                                                                                                                                                            | \$ 3,045.00  |   |             |
|  | A003A-153 | Debris Tank Inspection Hatch , 8" w/steps & handles                                                                                                                            |                                                                                                                                                                                                            | \$ 852.00    |   |             |
|  | A003A-154 | Rear, Hydraulic Pump Off System, 200 GPM w/20' lay flat Hose                                                                                                                   | Optional pump placement below                                                                                                                                                                              | \$ 8,742.00  |   |             |
|  | A003A-155 | Rear, Hydraulic Pump Off System, 350 GPM w/20' lay flat Hose                                                                                                                   | Optional pump placement below                                                                                                                                                                              | \$ 11,339.00 |   |             |
|  | A003A-156 | Rear, Hydraulic Pump Off System, 450 gpm with 20' lay flat hose                                                                                                                | Optional pump placement below                                                                                                                                                                              | \$ 14,985.00 |   |             |
|  | A003A-157 | Gravity Drain System; plumbing to gate valve at mid-passenger side of unit, allowing return of liquids to the manhole                                                          |                                                                                                                                                                                                            | \$ 2,080.00  |   |             |
|  | A003A-158 | A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided                                                                                         | A Wear Plate, Swing Style is Included                                                                                                                                                                      | \$ 5,991.00  |   |             |
|  | A003A-159 | Rear Splash Shield - Rear Flange Mounted                                                                                                                                       | Domed or Flat Door                                                                                                                                                                                         | \$ 2,099.00  | 1 | \$ 2,099.00 |
|  | A003A-160 | Vacuum Enhancer, Fan or PD, Air Operated                                                                                                                                       |                                                                                                                                                                                                            | \$ 5,379.00  |   |             |
|  | A003A-161 | Wear Plate, Swing Style                                                                                                                                                        |                                                                                                                                                                                                            | \$ 1,142.00  |   |             |
|  | A003A-162 | Rubber pad on standard deflector                                                                                                                                               | On flat door, will be on swing style wear plate                                                                                                                                                            | \$ 563.00    |   |             |
|  | A003A-163 | Electric Vibrator                                                                                                                                                              |                                                                                                                                                                                                            | \$ 4,672.00  |   |             |
|  | A003A-164 | Stainless Steel Float Ball in Lieu of Poly Float Ball                                                                                                                          |                                                                                                                                                                                                            | \$ 239.00    |   |             |
|  | A003A-165 | Rear Door Drain Valve Flush Out Connection                                                                                                                                     | Select per valve if multiple required                                                                                                                                                                      | \$ 520.00    |   |             |
|  |           | <b>Electrical Options</b>                                                                                                                                                      |                                                                                                                                                                                                            |              |   |             |
|  |           | <b>Description</b>                                                                                                                                                             | <b>Additional Information</b>                                                                                                                                                                              |              |   |             |
|  | A003A-166 | Low Water Alarm with Light                                                                                                                                                     |                                                                                                                                                                                                            | \$ 562.00    |   |             |
|  | A003A-167 | Body Load Limit Alarm, Level Indicator                                                                                                                                         |                                                                                                                                                                                                            | \$ 755.00    |   |             |
|  | A003A-168 | Rear Axle Load Limit Alarm                                                                                                                                                     |                                                                                                                                                                                                            | \$ 1,022.00  |   |             |
|  | A003A-169 | Front Axle Load Limit Alarm                                                                                                                                                    |                                                                                                                                                                                                            | \$ 1,022.00  |   |             |
|  | A003A-170 | Auxiliary Engine Kill Switch (Vandalism Protection)                                                                                                                            |                                                                                                                                                                                                            | \$ 149.00    |   |             |
|  | A003A-171 | Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump. | Replaces Standard Pendant                                                                                                                                                                                  | \$ 5,131.00  | 1 | \$ 5,131.00 |
|  | A003A-172 | 4 Way Pendant Control Station                                                                                                                                                  |                                                                                                                                                                                                            | \$ 566.00    |   |             |
|  | A003A-173 | 6 Way Pendant Control Station (Spare)                                                                                                                                          |                                                                                                                                                                                                            | \$ 566.00    |   |             |
|  | A003A-174 | Grounding Cable with Screw Clamp & 25' of Cable                                                                                                                                |                                                                                                                                                                                                            | \$ 565.00    |   |             |
|  | A003A-175 | Hi Dump pendant control station with 25' cable                                                                                                                                 |                                                                                                                                                                                                            | \$ 459.00    |   |             |
|  | A003A-176 | Back Up Alarm                                                                                                                                                                  | (Standard on Vac-Con 114SD Pool Trucks)                                                                                                                                                                    | \$ 303.00    | 1 | \$ 303.00   |
|  | A003A-177 | Grounding Mat                                                                                                                                                                  |                                                                                                                                                                                                            | \$ 1,080.00  |   |             |
|  | A003A-178 | Digital Scale System                                                                                                                                                           | Single Axle or Tandem Axle                                                                                                                                                                                 | \$ 7,825.00  |   |             |
|  | A003A-179 | Additional E-stop at Dump Station                                                                                                                                              |                                                                                                                                                                                                            | \$ 488.00    |   |             |

|  |           |                                                                                                                                                                                                         |                                                                                                                                    |               |   |             |
|--|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|---------------|---|-------------|
|  | A003A-180 | Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT                                                                                                                                          | Pick up to FOUR cameras maximum                                                                                                    | \$ 1,318.00   | 1 | \$ 1,318.00 |
|  | A003A-181 | Rear Camera Placement                                                                                                                                                                                   | To be used with "Traffic Camera" option                                                                                            | \$ 610.00     | 1 | \$ 610.00   |
|  | A003A-182 | Omnibus Precision Power System (OPP)-Electronic Controller System- Includes: a color monitor, electronic footage counter, and pressure compensated hydraulics. AVAILABLE: DUAL AND SINGLE ENG MACHINES. | Compatible chassis: Freightliners with Cummins ISL and Detroit Diesel DD13, International with N-10, and Peterbilt with ISL and PX | \$ 6,064.00   | 1 | \$ 6,064.00 |
|  |           | <b>Lighting Options</b>                                                                                                                                                                                 |                                                                                                                                    |               |   |             |
|  |           | <b>Description</b>                                                                                                                                                                                      | <b>Additional Information</b>                                                                                                      |               |   |             |
|  | A003A-183 | Mirror Mounted LED Beacon/Strobe Light with Limb Guard-Whelen L21HAP LED Beacon with Whelen BGH Branch Guard                                                                                            | Standard                                                                                                                           | \$ -          | 1 | \$ -        |
|  | A003A-184 | Remove Mirror Mounted LED Strobe Light with Limb Guard                                                                                                                                                  |                                                                                                                                    | \$ (1,024.00) |   |             |
|  | A003A-185 | LED strobe with Limb Guard, Rear Debris Tank Mounted-Whelen L21HAP LED Beacon with Whelen BGH Branch Guard                                                                                              |                                                                                                                                    | \$ 1,024.00   | 1 | \$ 1,024.00 |
|  | A003A-186 | LED 4 Strobes - (2) front bumper / (2) rear bumper-Whelen 50A03ZCR-Amber                                                                                                                                |                                                                                                                                    | \$ 2,111.00   | 1 | \$ 2,111.00 |
|  | A003A-187 | LED Arrow Board, Rear Debris Tank Door Mounted-Whelen TA1251NF1 Traffic Arrow                                                                                                                           |                                                                                                                                    | \$ 4,117.00   | 1 | \$ 4,117.00 |
|  | A003A-188 | LED Arrow stick-Whelen TAM85                                                                                                                                                                            |                                                                                                                                    | \$ 3,110.00   |   |             |
|  | A003A-189 | Arrow Board, D.O.T., WANCO, Rear Debris Tank Door Mounted                                                                                                                                               |                                                                                                                                    | \$ 7,219.00   |   |             |
|  | A003A-190 | Hand Held Spot Light - LED                                                                                                                                                                              |                                                                                                                                    | \$ 663.00     | 1 | \$ 663.00   |
|  | A003A-191 | Hand Held Spot Light LED with 50' Retractable Cord                                                                                                                                                      |                                                                                                                                    | \$ 1,166.00   |   |             |
|  | A003A-192 | Hand Light Connection, Rear Dump Control Location                                                                                                                                                       | Reaches entire unit                                                                                                                | \$ 133.00     |   |             |
|  | A003A-193 | LED midbody flood lights with guards - Whelen NP6BB (Driverside and Curbside)                                                                                                                           |                                                                                                                                    | \$ 789.00     | 1 | \$ 789.00   |
|  | A003A-194 | LED Flood Light - Level Wind Guide                                                                                                                                                                      |                                                                                                                                    | \$ 813.00     |   |             |
|  |           | <b>Misc. Machine Options</b>                                                                                                                                                                            |                                                                                                                                    |               |   |             |
|  |           | <b>Description</b>                                                                                                                                                                                      | <b>Additional Information</b>                                                                                                      |               |   |             |
|  | A003A-195 | Heavy Duty Rubber Hose in lieu of Kanaflex (replace standard)                                                                                                                                           | (Limits Boom Rotation)                                                                                                             | \$ 1,426.00   |   |             |
|  | A003A-196 | Auxiliary engine control panel (lockable door)                                                                                                                                                          | For use with Deutz & JD Auxiliary Engines                                                                                          | \$ 364.00     |   |             |
|  | A003A-197 | Hydraulic Power Tool Option, front bumper control valve mount location                                                                                                                                  |                                                                                                                                    | \$ 3,738.00   |   |             |
|  | A003A-198 | Hydraulic Power Tool Option, Rear Bumper Control Valve Mount Location                                                                                                                                   |                                                                                                                                    | \$ 4,278.00   |   |             |
|  | A003A-199 | Offset Manhole Roller 711-0050                                                                                                                                                                          |                                                                                                                                    | \$ 422.00     |   |             |
|  | A003A-200 | Grate Lifting Hook 711-9700                                                                                                                                                                             |                                                                                                                                    | \$ 493.00     | 1 | \$ 493.00   |
|  | A003A-201 | Rear Mounted Tow Hooks                                                                                                                                                                                  |                                                                                                                                    | \$ 391.00     | 1 | \$ 391.00   |
|  | A003A-202 | Auxiliary Engine Remote Oil Drain                                                                                                                                                                       |                                                                                                                                    | \$ 306.00     | 1 | \$ 306.00   |
|  | A003A-203 | Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive) - If Applicable                                                                                                             |                                                                                                                                    | \$ 2,639.00   | 1 | \$ 2,639.00 |
|  | A003A-204 | Remote Debris Tank Grease Assembly (Ground Level)                                                                                                                                                       | Does not include rollers or cams                                                                                                   | \$ 2,843.00   | 1 | \$ 2,843.00 |
|  | A003A-205 | Grease Assembly Articulating Hose Reel                                                                                                                                                                  |                                                                                                                                    | \$ 1,219.00   |   |             |
|  | A003A-206 | Automatic Lube System - in addition to manual remote grease options (Vac-Con Module)                                                                                                                    |                                                                                                                                    | \$ 5,849.00   |   |             |
|  | A003A-207 | Automatic Lube Kit for Centrifugal Compressor                                                                                                                                                           | Available on 2-Stage or 3-Stage Blower                                                                                             | \$ 3,055.00   |   |             |
|  | A003A-208 | Hydraulic System Temperature Gauge                                                                                                                                                                      |                                                                                                                                    | \$ 359.00     |   |             |
|  | A003A-209 | Vacuum gauge front bumper location behind reel                                                                                                                                                          |                                                                                                                                    | \$ 622.00     |   |             |
|  | A003A-210 | Plastic engraved decals - adhesive type (ilo standard)                                                                                                                                                  |                                                                                                                                    | \$ 1,893.00   | 1 | \$ 1,893.00 |
|  | A003A-211 | Water Cooler Rack                                                                                                                                                                                       |                                                                                                                                    | \$ 339.00     |   |             |
|  | A003A-212 | Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in x 40in with 8in discharge                                                                                        |                                                                                                                                    | \$ 5,303.00   |   |             |
|  | A003A-213 | Spanish Decals                                                                                                                                                                                          |                                                                                                                                    | \$ -          |   |             |
|  | A003A-214 | French Decals                                                                                                                                                                                           |                                                                                                                                    | \$ -          |   |             |
|  | A003A-215 | 12VDC Auxiliary Hydraulic Pump                                                                                                                                                                          | Back-up to standard hydraulic pump                                                                                                 | \$ 3,379.00   |   |             |
|  | A003A-216 | Rear Bumper Assembly                                                                                                                                                                                    | Standard on Hi-Dump                                                                                                                | \$ 1,949.00   | 1 | \$ 1,949.00 |
|  | A003A-217 | Long Handle Storage/PVC (2) - MUST SELECT LOCATION BELOW                                                                                                                                                |                                                                                                                                    | \$ 558.00     |   |             |
|  | A003A-218 | Long Handle Storage Placement - Mounted in Storage Box Under Shelf                                                                                                                                      | Standard with Hydro-X package                                                                                                      | \$ -          |   |             |
|  | A003A-219 | Long Handle Storage Placement - Rear of Mainframe                                                                                                                                                       | Must be picked with "Long Handle Storage/ PVC (2)" above - UNAVAILABLE ON 1500 GALLON UNITS                                        | \$ -          |   |             |
|  | A003A-220 | Cone Storage Rack - MUST SELECT PLACEMENT BELOW                                                                                                                                                         |                                                                                                                                    | \$ 461.00     |   |             |
|  | A003A-221 | Cone Storage Rack Placement - Rear of Frame                                                                                                                                                             | Must be used with "Cone Storage Rack" Option                                                                                       | \$ -          |   |             |
|  | A003A-222 | Cone Storage Rack Placement - Best Location Driver's Side                                                                                                                                               | Must be used with "Cone Storage Rack" option                                                                                       | \$ -          |   |             |
|  | A003A-223 | Cone Storage Rack Placement - Best Location Curbside                                                                                                                                                    | Must be used with "Cone Storage Rack" option                                                                                       | \$ -          |   |             |
|  | A003A-224 | Cone Storage Rack Placement - Best Location - Vac-Con to select                                                                                                                                         | Must be used with "Cone Storage Rack" option                                                                                       | \$ -          |   |             |
|  | A003A-225 | Cone Rack, Hinged Style/Deck                                                                                                                                                                            |                                                                                                                                    | \$ 828.00     |   |             |
|  | A003A-226 | Cone Rack, Between Bogies, Tandem                                                                                                                                                                       | (2) racks included, one each side                                                                                                  | \$ 612.00     |   |             |
|  | A003A-227 | SEGMENTED BOOM ELBOW                                                                                                                                                                                    |                                                                                                                                    | \$ 1,373.00   |   |             |
|  |           | <b>Misc. Machine Accessories</b>                                                                                                                                                                        |                                                                                                                                    |               |   |             |
|  |           | <b>Description</b>                                                                                                                                                                                      | <b>Additional Information</b>                                                                                                      |               |   |             |
|  | A003A-228 | Hose Guide, spare 665-0004                                                                                                                                                                              |                                                                                                                                    | \$ 200.00     |   |             |
|  | A003A-229 | Catch Basin Retriever 711-0371                                                                                                                                                                          |                                                                                                                                    | \$ 630.00     |   |             |
|  | A003A-230 | Manhole Cover Lifting Hook 681-0084                                                                                                                                                                     |                                                                                                                                    | \$ 121.00     |   |             |
|  | A003A-231 | 5# Fire Extinguisher 711-1326 (one is standard), spare                                                                                                                                                  |                                                                                                                                    | \$ 178.00     |   |             |
|  | A003A-232 | First Aid Kit 690-0500                                                                                                                                                                                  |                                                                                                                                    | \$ 109.00     |   |             |
|  | A003A-233 | Triangle Kit 690-0494 (one is standard), spare                                                                                                                                                          |                                                                                                                                    | \$ 109.00     |   |             |
|  | A003A-234 | Grease Gun 690-0093                                                                                                                                                                                     |                                                                                                                                    | \$ 88.00      |   |             |
|  | A003A-235 | Anti-Sail Mud Flaps (rear)                                                                                                                                                                              |                                                                                                                                    | \$ 339.00     |   |             |
|  |           | <b>Vacuum Tubing</b>                                                                                                                                                                                    |                                                                                                                                    |               |   |             |
|  |           | <b>Description</b>                                                                                                                                                                                      | <b>Additional Information</b>                                                                                                      |               |   |             |
|  | A003A-236 | 3' x 8" Aluminum Pipe Extension                                                                                                                                                                         |                                                                                                                                    | \$ 269.00     |   |             |
|  | A003A-237 | 4' x 8" Aluminum Pipe Extension                                                                                                                                                                         |                                                                                                                                    | \$ 296.00     |   |             |
|  | A003A-238 | 5' x 8" Aluminum Pipe Extension                                                                                                                                                                         |                                                                                                                                    | \$ 317.00     |   |             |
|  | A003A-239 | 6' x 8" Aluminum Pipe Extension                                                                                                                                                                         |                                                                                                                                    | \$ 356.00     |   |             |
|  | A003A-240 | 7' x 8" Aluminum Pipe Extension                                                                                                                                                                         |                                                                                                                                    | \$ 391.00     |   |             |



|  |           |                                                                                                                                             |                                                    |             |   |             |
|--|-----------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-------------|---|-------------|
|  | A003A-241 | 8' x 8" Aluminum Pipe Extension                                                                                                             |                                                    | \$ 391.00   |   |             |
|  | A003A-242 | 10' x 8" Aluminum Pipe Extension                                                                                                            |                                                    | \$ 429.00   |   |             |
|  | A003A-243 | 6½' x 8" Catch Basin Nozzle with Serrated End                                                                                               |                                                    | \$ 407.00   |   |             |
|  | A003A-244 | 7½' x 8" Catch Basin Nozzle with Serrated End                                                                                               |                                                    | \$ 449.00   |   |             |
|  | A003A-245 | Non-conducting Catch Basin Nozzle                                                                                                           |                                                    | \$ 1,169.00 |   |             |
|  | A003A-246 | Leaf Nozzle, 25" x 8" No Holes                                                                                                              |                                                    | \$ 292.00   |   |             |
|  | A003A-247 | 8" Adjustable Air Gap w/quick clamp                                                                                                         | (1) 8" quick clamp included                        | \$ 519.00   |   |             |
|  | A003A-248 | Snorkel Nozzle Kit (Includes 1- 3' pipe) 711-0031                                                                                           |                                                    | \$ 547.00   |   |             |
|  | A003A-249 | 5' x 5" Snorkel Pipe Nozzle Extension 800-0127                                                                                              |                                                    | \$ 178.00   |   |             |
|  | A003A-250 | 3' x 8" Clear Demo Tube 711-1255                                                                                                            |                                                    | \$ 638.00   |   |             |
|  | A003A-251 | Circular Operator Handle 711-0172                                                                                                           |                                                    | \$ 296.00   |   |             |
|  | A003A-252 | 8" to Double 4" Y Adapter 800-0476                                                                                                          |                                                    | \$ 422.00   |   |             |
|  | A003A-253 | 8" Flange to 6" Sleeve Adapter 800-0351                                                                                                     |                                                    | \$ 212.00   |   |             |
|  | A003A-254 | 8" Quick Clamp, spare, 680-0015                                                                                                             |                                                    | \$ 45.00    |   |             |
|  | A003A-255 | 8" Gasket with Holes 690-0025                                                                                                               |                                                    | \$ 13.00    |   |             |
|  | A003A-256 | 8" Rubber Debris Hose / Per Foot 680-0001                                                                                                   |                                                    | \$ 92.00    |   |             |
|  | A003A-257 | 8" Hose End 800-0097                                                                                                                        |                                                    | \$ 113.00   |   |             |
|  | A003A-258 | 8" Power Clamp 680-0016                                                                                                                     |                                                    | \$ 127.00   |   |             |
|  | A003A-259 | Rubber Kanaflex hose end for CB Tube/Hydroexcavation                                                                                        |                                                    | \$ 130.00   |   |             |
|  | A003A-260 | 5' x 6" Aluminum Pipe                                                                                                                       | 6" Intake System                                   | \$ 317.00   |   |             |
|  | A003A-261 | 3' x 6" Aluminum Pipe                                                                                                                       | 6" Intake System                                   | \$ 267.00   |   |             |
|  | A003A-262 | 6' x 6" Aluminum Pipe                                                                                                                       | 6" Intake System                                   | \$ 356.00   |   |             |
|  | A003A-263 | 6" Quick Clamp                                                                                                                              | 6" Intake System                                   | \$ 60.00    |   |             |
|  | A003A-264 | 6" Adjustable Air Gap                                                                                                                       | 6" Intake System (1) 6" quick clamp included       | \$ 495.00   |   |             |
|  | A003A-265 | 8" Flange to 6" Flange Adapter (800-0647)                                                                                                   |                                                    | \$ 223.00   |   |             |
|  | A003A-266 | 6 1/2' x 6" Catch Basin Nozzle with Serrated End                                                                                            |                                                    | \$ 238.00   |   |             |
|  |           | <b>Pipe Storage Racks (4 standard per unit)</b>                                                                                             |                                                    |             |   |             |
|  |           | <b>Description</b>                                                                                                                          | <b>Additional Information</b>                      |             |   |             |
|  | A003A-267 | Additional Pipe Rack(s), specify any requested locations in comments section, otherwise engineering will place in best available locations. | Specify any requested location in comments section | \$ 209.00   | 2 | \$ 418.00   |
|  | A003A-268 | Lazy Susan Pipe Rack (Holds 5 Pipes)                                                                                                        | <b>STANDARD</b>                                    | \$ -        | 1 | \$ -        |
|  | A003A-269 | Folding Pipe Rack (3), Mtd Rear Door                                                                                                        |                                                    | \$ 3,210.00 |   |             |
|  |           | <b>Tool/Storage Boxes</b>                                                                                                                   |                                                    |             |   |             |
|  |           | <b>Description</b>                                                                                                                          | <b>Additional Information</b>                      |             |   |             |
|  | A003A-270 | Aluminum Storage Box Behind Cab 16" x 42" x 96"                                                                                             |                                                    | \$ 5,661.00 |   |             |
|  | A003A-271 | (2) Roll out shelves for storage box behind cab                                                                                             |                                                    | \$ 1,764.00 |   |             |
|  | A003A-272 | Side Mounted Tool Box 35" x 14" x 24"                                                                                                       |                                                    | \$ 878.00   |   |             |
|  | A003A-273 | 35" x 14" x 24" Aluminum Side Mounted Tool Box, ea (ilo steel)                                                                              | Consult factory for additional room                | \$ 553.00   |   |             |
|  | A003A-274 | 2 ) 24" x 18" x 18" Steel Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only                                 |                                                    | \$ 1,077.00 |   |             |
|  | A003A-275 | 2 ) 24" x 18" x 18" Aluminum Rear Tool Boxes, mtd each side of extended frame units, 1000 or 1300 gallons only                              |                                                    | \$ 1,829.00 | 1 | \$ 1,829.00 |
|  | A003A-276 | (2) Front Bumper Tool Boxes 8"x14"x6" Aluminum                                                                                              | 711-50463 Curbside/711-50484 Driver's side         | \$ 975.00   |   |             |
|  |           | <b>3/4" Spare Nozzles</b>                                                                                                                   |                                                    |             |   |             |
|  |           | <b>Description</b>                                                                                                                          | <b>Additional Information</b>                      |             |   |             |
|  | A003A-277 | 3/4" Nozzle rack                                                                                                                            |                                                    | \$ 132.00   |   |             |
|  | A003A-278 | 3/4" 30 gpm - Standard Nozzle, spare                                                                                                        |                                                    | \$ 428.00   |   |             |
|  | A003A-279 | 3/4" 50 gpm - Standard Nozzle, spare                                                                                                        |                                                    | \$ 428.00   |   |             |
|  | A003A-280 | 3/4" 30 gpm Penetrator Chisel - Standard, spare                                                                                             |                                                    | \$ 491.00   |   |             |
|  | A003A-281 | 3/4" 50 gpm Penetrator Chisel - Standard, spare                                                                                             |                                                    | \$ 491.00   |   |             |
|  | A003A-282 | 3/4" Nozzle Pipe Assembly (skid), spare                                                                                                     |                                                    | \$ 114.00   |   |             |
|  | A003A-283 | 3/4" 30 gpm Grenade Nozzle                                                                                                                  |                                                    | \$ 918.00   |   |             |
|  | A003A-284 | 3/4" 50 gpm Grenade Nozzle                                                                                                                  |                                                    | \$ 918.00   |   |             |
|  | A003A-285 | Aluminum Storm Nozzle 3/4" 30 gpm                                                                                                           |                                                    | \$ 509.00   |   |             |
|  | A003A-286 | Aluminum Storm Nozzle 3/4" 50 gpm                                                                                                           |                                                    | \$ 509.00   |   |             |
|  | A003A-287 | 3/4" Storm Nozzle Pipe Assembly (skid)                                                                                                      |                                                    | \$ 114.00   |   |             |
|  | A003A-288 | 3/4" 30 gpm Rotating Spinning Nozzle                                                                                                        |                                                    | \$ 1,081.00 |   |             |
|  | A003A-289 | 3/4" 50 gpm Rotating Spinning Nozzle                                                                                                        |                                                    | \$ 1,081.00 |   |             |
|  | A003A-290 | 3/4" 30 gpm Little Bruce 5" Culvert Nozzle                                                                                                  |                                                    | \$ 1,591.00 |   |             |
|  | A003A-291 | 3/4" 50 gpm Little Bruce 5" Culvert Nozzle                                                                                                  |                                                    | \$ 1,591.00 |   |             |
|  | A003A-292 | 3/4" Brass Flusher Nozzle                                                                                                                   |                                                    | \$ 81.00    |   |             |
|  |           | <b>Spare Nozzles</b>                                                                                                                        |                                                    |             |   |             |
|  |           | <b>Description</b>                                                                                                                          | <b>Additional Information</b>                      |             |   |             |
|  | A003A-293 | Standard nozzle                                                                                                                             |                                                    | \$ 428.00   |   |             |
|  | A003A-294 | Rotating Spinning Nozzle                                                                                                                    |                                                    | \$ 1,081.00 |   |             |
|  | A003A-295 | Big Otto culvert nozzle                                                                                                                     |                                                    | \$ 2,323.00 |   |             |
|  |           | <b>1" Spare Nozzles</b>                                                                                                                     |                                                    |             |   |             |
|  |           | <b>Description</b>                                                                                                                          | <b>Additional Information</b>                      |             |   |             |
|  | A003A-296 | 1" Nozzle rack                                                                                                                              |                                                    | \$ 132.00   | 1 | \$ 132.00   |
|  | A003A-297 | Aluminum Storm Nozzle 1" 60 gpm                                                                                                             |                                                    | \$ 509.00   |   |             |
|  | A003A-298 | Aluminum Storm Nozzle 1" 70 gpm                                                                                                             |                                                    | \$ 509.00   |   |             |
|  | A003A-299 | Aluminum Storm Nozzle 1" 80 gpm                                                                                                             |                                                    | \$ 509.00   |   |             |
|  | A003A-300 | 1" Storm Nozzle Pipe Assembly (skid)                                                                                                        |                                                    | \$ 114.00   | 1 | \$ 114.00   |
|  | A003A-301 | 1" 60 gpm Standard Nozzle, spare                                                                                                            |                                                    | \$ 428.00   |   |             |
|  | A003A-302 | 1" 70 gpm Standard Nozzle, spare                                                                                                            |                                                    | \$ 428.00   |   |             |
|  | A003A-303 | 1" 80 gpm Standard Nozzle, spare                                                                                                            |                                                    | \$ 428.00   |   |             |
|  | A003A-304 | Standard nozzle                                                                                                                             |                                                    | \$ 428.00   |   |             |
|  | A003A-305 | 1" 60 gpm Penetrator Chisel - Standard, spare                                                                                               |                                                    | \$ 491.00   |   |             |
|  | A003A-306 | 1" 70 gpm Penetrator Chisel - Standard, spare                                                                                               |                                                    | \$ 491.00   |   |             |
|  | A003A-307 | 1" 80 gpm Penetrator Chisel - Standard, spare                                                                                               |                                                    | \$ 491.00   |   |             |
|  | A003A-308 | Penetrator nozzle                                                                                                                           |                                                    | \$ 491.00   |   |             |
|  | A003A-309 | 1" Nozzle Pipe Assembly (skid), spare                                                                                                       |                                                    | \$ 114.00   |   |             |
|  | A003A-310 | 1" 60 gpm Grenade Nozzle                                                                                                                    |                                                    | \$ 918.00   | 1 | \$ 918.00   |
|  | A003A-311 | 1" 70 gpm Grenade Nozzle                                                                                                                    |                                                    | \$ 918.00   |   |             |
|  | A003A-312 | 1" 80 gpm Grenade Nozzle                                                                                                                    |                                                    | \$ 918.00   |   |             |
|  | A003A-313 | Grenade nozzle                                                                                                                              |                                                    | \$ 918.00   |   |             |

|  |           |                                                                                         |                                                              |             |   |             |
|--|-----------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------|---|-------------|
|  | A003A-314 | 1" 60 gpm Rotating Spinning Style                                                       |                                                              | \$ 1,081.00 |   |             |
|  | A003A-315 | 1" 70 gpm Rotating Spinning Style                                                       |                                                              | \$ 1,081.00 |   |             |
|  | A003A-316 | 1" 80 gpm Rotating Spinning Style                                                       |                                                              | \$ 1,081.00 |   |             |
|  | A003A-317 | Little Bruce culvert nozzle                                                             |                                                              | \$ 2,323.00 |   |             |
|  | A003A-318 | 1" 60 gpm Big Otto 8" Culvert Nozzle                                                    |                                                              | \$ 2,323.00 |   |             |
|  | A003A-319 | 1" 70 gpm Big Otto 8" Culvert Nozzle                                                    |                                                              | \$ 2,323.00 |   |             |
|  | A003A-320 | 1" 80 gpm Big Otto 8" Culvert Nozzle                                                    |                                                              | \$ 2,323.00 |   |             |
|  | A003A-321 | 1" Brass Flusher Nozzle                                                                 |                                                              | \$ 93.00    |   |             |
|  |           | <b>Leader Hose</b>                                                                      |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-322 | 3/4" x 10' Length Leader Hose                                                           |                                                              | \$ 298.00   |   |             |
|  | A003A-323 | 1" x 10' Length Leader Hose                                                             |                                                              | \$ 298.00   |   |             |
|  | A003A-324 | 1-1/4" x 10' Length Leader Hose                                                         |                                                              | \$ 298.00   |   |             |
|  | A003A-325 | 3/4" x 15' Length Leader Hose                                                           |                                                              | \$ 449.00   |   |             |
|  | A003A-326 | 1" x 15' Length Leader Hose                                                             |                                                              | \$ 449.00   | 1 | \$ 449.00   |
|  | A003A-327 | 1-1/4" x 15' Length Leader Hose                                                         |                                                              | \$ 449.00   |   |             |
|  | A003A-328 | 3/4" x 20' Length Leader Hose                                                           |                                                              | \$ 478.00   |   |             |
|  | A003A-329 | 1" x 20' Length Leader Hose                                                             |                                                              | \$ 478.00   |   |             |
|  | A003A-330 | 1-1/4" x 20' Length Leader Hose                                                         |                                                              | \$ 478.00   |   |             |
|  | A003A-331 | 3/4" x 25' Length Leader Hose                                                           |                                                              | \$ 572.00   |   |             |
|  | A003A-332 | 1" x 25' Length Leader Hose                                                             |                                                              | \$ 572.00   |   |             |
|  | A003A-333 | 1-1/4" x 25' Length Leader Hose                                                         |                                                              | \$ 572.00   |   |             |
|  | A003A-334 | 3/4" x 30" Length Leader Hose, Spare                                                    |                                                              | \$ 142.00   |   |             |
|  | A003A-335 | 1" x 30" Length Leader Hose, Spare                                                      |                                                              | \$ 142.00   |   |             |
|  | A003A-336 | 1-1/4" x 30" Length Leader Hose, Spare                                                  |                                                              | \$ 142.00   |   |             |
|  |           | <b>Swedge Tools</b>                                                                     |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-337 | Hydraulic Swage Kit                                                                     |                                                              | \$ 3,221.00 |   |             |
|  | A003A-338 | Manual Swage Kit                                                                        |                                                              | \$ 2,111.00 |   |             |
|  | A003A-339 | 1" Swage End                                                                            |                                                              | \$ 88.00    |   |             |
|  | A003A-340 | 3/4" Swage End                                                                          |                                                              | \$ 84.00    |   |             |
|  |           | <b>Root Cutters</b>                                                                     |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-341 | Rotating Turbine Chain Scraper 5"-10" with skids & chain 10.125TR6-10                   |                                                              | \$ 4,633.00 |   |             |
|  | A003A-342 | Rotating Turbine Chain Scraper with skids and Chain 10.125TR8-12 set                    |                                                              | \$ 4,853.00 |   |             |
|  | A003A-343 | 1" to 3/4" Bushing for Chain Scraper                                                    |                                                              | \$ 22.00    |   |             |
|  | A003A-344 | 1" Bulldog with skid 400.600BS                                                          |                                                              | \$ 3,839.00 | 1 | \$ 3,839.00 |
|  | A003A-345 | 3/4" Bulldog 400.060A                                                                   |                                                              | \$ 3,499.00 |   |             |
|  |           | <b>Manuals</b>                                                                          |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-346 | Electronic Vac-Con Manual (Thumb Drive), spare                                          | One electronic manual standard per unit                      | \$ 220.00   |   |             |
|  | A003A-347 | Paper Vac-Con Manual - No longer standard                                               |                                                              | \$ 220.00   |   |             |
|  |           | <b>Paint Options (Module)</b>                                                           |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-348 | Ceramic Coating in Debris Tank, Single Axle                                             |                                                              | \$ 5,131.00 |   |             |
|  | A003A-349 | Ceramic Coating in Debris Tank, Tandem Axle                                             |                                                              | \$ 6,845.00 |   |             |
|  | A003A-350 | Paint Module: DuPont Elite White N0006EX (white is standard unless otherwise specified) |                                                              | \$ -        |   |             |
|  | A003A-351 | Paint Module: DuPont Elite School Bus Yellow N0662EX                                    |                                                              | \$ -        |   |             |
|  | A003A-352 | Paint Module: DuPont Elite Safety Yellow N1155EX                                        |                                                              | \$ -        |   |             |
|  | A003A-353 | Paint Module: DuPont Elite Coca Cola Red N0252EX                                        |                                                              | \$ -        | 1 | \$ -        |
|  | A003A-354 | Paint Module: DuPont Elite Candy Apple Red 748727                                       |                                                              | \$ -        |   |             |
|  | A003A-355 | Paint Module: DuPont Elite Medium Blue 748701                                           |                                                              | \$ -        |   |             |
|  | A003A-356 | Paint Module: DuPont Elite Deep Blue 748718                                             |                                                              | \$ -        |   |             |
|  | A003A-357 | Paint Module: DuPont Elite Pepsi Blue N4147-HN                                          |                                                              | \$ -        |   |             |
|  | A003A-358 | Paint Module: DuPont Elite Omaha Orange 748739                                          |                                                              | \$ -        |   |             |
|  | A003A-359 | Paint Module: DuPont Elite Cat Yellow 771861EX                                          |                                                              | \$ -        |   |             |
|  | A003A-360 | Paint Module: DuPont Elite Lime Green 748724                                            |                                                              | \$ -        |   |             |
|  | A003A-361 | Paint Module: DuPont Elite Green 748713                                                 |                                                              | \$ -        |   |             |
|  | A003A-362 | Paint Module: DuPont Elite Woodland Green 748708                                        |                                                              | \$ -        |   |             |
|  | A003A-363 | Undercoat - Vac-Con Module & Chassis                                                    |                                                              | \$ 2,309.00 |   |             |
|  | A003A-364 | Paint Tool Box/Storage Boxes to match Unit                                              | Standard - Black Powder Coating                              | \$ 850.00   |   |             |
|  | A003A-365 | Painted steel upper water tank panels in lieu of standard aluminum diamond plate        |                                                              | \$ 630.00   |   |             |
|  | A003A-366 | Mainframe Deck Coating                                                                  | In lieu of adhesive grip tape                                | \$ 3,045.00 |   |             |
|  | A003A-367 | Metallic paint Option                                                                   |                                                              | \$ 9,380.00 |   |             |
|  |           | <b>Paint Options (Module Stripe)</b>                                                    |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-368 | Reflective Striping, Other than standard colors                                         | Avail colors: Black, Red, Orange, Yellow, Green, Pink        | \$ 739.00   | 1 | \$ 739.00   |
|  | A003A-369 | Standard Striping Package - White 692-5204-01                                           |                                                              | \$ -        |   |             |
|  | A003A-370 | Standard Striping Package - Blue 692-5204-02                                            |                                                              | \$ -        |   |             |
|  |           | <b>Paint Options (Chassis)</b>                                                          |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-371 | Vac-Con to Paint Cab - Specify Color                                                    |                                                              | \$ 5,517.00 |   |             |
|  | A003A-372 | Paint Chassis Hood Flat Black                                                           |                                                              | \$ 850.00   | 1 | \$ 850.00   |
|  |           | <b>Paint Options (Chassis Stripe)</b>                                                   |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-373 | Cab "Z" Striping Package, specify Color                                                 | Avail colors: White, Blue, Black, Red, Orange, Yellow, Green | \$ 1,379.00 |   |             |
|  | A003A-374 | Cab "Small Stripes" Striping Package, Specify Color                                     | See available colors                                         | \$ 1,379.00 |   |             |
|  | A003A-375 | Cab Painted with Flames                                                                 |                                                              | \$ 3,440.00 |   |             |
|  |           | <b>Delivery</b>                                                                         |                                                              |             |   |             |
|  |           | <b>Description</b>                                                                      | <b>Additional Information</b>                                |             |   |             |
|  | A003A-376 | Delivery charges to be determined by final delivery destination                         |                                                              | \$ -        |   |             |
|  |           | <b>Chassis Modeifications</b>                                                           |                                                              |             |   |             |



|  |           | Description                                                                                    | Additional Information                                                                                  |                  |           |                      |
|--|-----------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------|-----------|----------------------|
|  | A003A-377 | Roll Bogies, Single Axle                                                                       |                                                                                                         | \$ 2,993.00      |           |                      |
|  | A003A-378 | Roll Bogies, Tandem Axle                                                                       |                                                                                                         | \$ 3,906.00      |           |                      |
|  | A003A-379 | Air dryer - Bendix AD-9                                                                        |                                                                                                         | \$ 1,707.00      |           |                      |
|  | A003A-380 | Air dryer - Bendix AD-IP                                                                       | (Standard on Vac-Con 114SD Pool Trucks)                                                                 | \$ 2,436.00      |           |                      |
|  | A003A-381 | Air horn - single base                                                                         | (Standard on Vac-Con 114SD Pool Trucks)                                                                 | \$ 1,186.00      |           |                      |
|  | A003A-382 | Air restriction gauge, dash mounted                                                            |                                                                                                         | \$ 769.00        |           |                      |
|  | A003A-383 | Air seat, passenger                                                                            |                                                                                                         | \$ 1,444.00      |           |                      |
|  | A003A-384 | 2-man passenger seat                                                                           |                                                                                                         | \$ 1,457.00      |           |                      |
|  | A003A-385 | Block Heater                                                                                   |                                                                                                         | \$ 944.00        |           |                      |
|  | A003A-386 | Metric speedometer                                                                             |                                                                                                         | \$ 1,150.00      |           |                      |
|  | A003A-387 | Heated motorized mirrors                                                                       |                                                                                                         | \$ 3,270.00      |           |                      |
|  | A003A-388 | Silicone hoses                                                                                 |                                                                                                         | \$ 789.00        |           |                      |
|  | A003A-389 | Front Mud Flaps                                                                                |                                                                                                         | \$ 152.00        |           |                      |
|  | A003A-390 | Transmission temperature gauge                                                                 |                                                                                                         | \$ 1,532.00      |           |                      |
|  | A003A-391 | Spare Tire and Rim, Front (Please specify size in comments)                                    |                                                                                                         | \$ 2,214.00      |           |                      |
|  | A003A-392 | Spare Tire and Rim, Rear (Please specify size in comments)                                     |                                                                                                         | \$ 1,108.00      |           |                      |
|  | A003A-393 | Spare Front Wheel (Please specify size in comments)                                            |                                                                                                         | \$ 631.00        |           |                      |
|  | A003A-394 | Spare Rear Wheel (Please specify size in comments)                                             |                                                                                                         | \$ 282.00        |           |                      |
|  | A003A-395 | 12 ton jack & lug wrench                                                                       |                                                                                                         | \$ 420.00        |           |                      |
|  | A003A-396 | Chassis Parts Catalog                                                                          |                                                                                                         | \$ 560.00        |           |                      |
|  | A003A-397 | Chassis Operators Manual                                                                       |                                                                                                         | \$ 72.00         |           |                      |
|  | A003A-398 | Parts Manual on Thumb Drive                                                                    | Freightliner/Western Star                                                                               | \$ 560.00        |           |                      |
|  | A003A-399 | Service Manual on Thumb Drive                                                                  | Freightliner/Western Star                                                                               | \$ 560.00        |           |                      |
|  | A003A-400 | Wheel Simulators                                                                               |                                                                                                         | \$ 2,785.00      |           |                      |
|  | A003A-401 | Daytime Running Lights                                                                         | (Standard on Vac-Con 114SD & IH Pool Trucks)                                                            | \$ 560.00        |           |                      |
|  | A003A-402 | Remote Chassis Engine Start Switch                                                             |                                                                                                         | \$ 3,478.00      |           |                      |
|  |           | Extended Warranties                                                                            |                                                                                                         |                  |           |                      |
|  |           | Description                                                                                    | Additional Information                                                                                  |                  |           |                      |
|  | A003A-403 | John Deere auxiliary engine 3 Years/4000 hours (subject to \$250 deductible) extended warranty |                                                                                                         | \$ 2,284.00      |           |                      |
|  | A003A-404 | John Deere auxiliary engine 4 Years/5000 hours (subject to \$250 deductible) extended warranty |                                                                                                         | \$ 2,905.00      |           |                      |
|  | A003A-405 | John Deere auxiliary engine 5 Years/5000 hours (subject to \$250 deductible) extended warranty |                                                                                                         | \$ 3,843.00      |           |                      |
|  | A003A-406 | FR 114SD: 3yrs./200,000 mi. extended warranty, includes towing                                 | Cummins-ISL370 engine 3yrs/150,000 mi., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment    | \$ 6,582.00      | 1         | \$ 6,582.00          |
|  | A003A-407 |                                                                                                | Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295 | \$ -             |           |                      |
|  | A003A-408 | FR 114SD: 5yrs./200,000 mi. extended warranty, includes 5yrs. Towing                           | Cummins-ISL370 engine 5yrs/150,000 mi., PP1 W/Aftertreatment, extended warranty PP1 W/Aftertreatment    | \$ 10,397.00     |           |                      |
|  | A003A-409 |                                                                                                | Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295 | \$ -             |           |                      |
|  | A003A-410 | FR 114SD/Western Star 4700 DD13 3yrs./200,000 mi. extended warranty includes 5yrs. Towing      | Detroit DD13 3 yrs./150,000 mi. extended warranty - Aftertreatment included for 3 yrs.                  | \$ 7,146.00      |           |                      |
|  | A003A-411 |                                                                                                | Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295 | \$ -             |           |                      |
|  | A003A-412 | FR 114SD/Western Star 4700 DD13 5yrs./200,000 mi. extended warranty includes 5yrs. Towing      | Detroit DD13 3 yrs./150,000 mi. extended warranty - Aftertreatment included for 3 yrs.                  | \$ 10,741.00     |           |                      |
|  | A003A-413 |                                                                                                | Allison Series 3000 5-yr./unlimited mileage. Requires TrandSynd Synthetic Transmission Fluid or TES-295 | \$ -             |           |                      |
|  |           |                                                                                                |                                                                                                         | <b>Subtotal:</b> | <b>B1</b> | <b>\$ 128,294.00</b> |
|  |           | Pool Trucks - Cannot be purchased by entities in the state of Texas                            |                                                                                                         |                  |           |                      |
|  |           | Description                                                                                    | Additional Information                                                                                  |                  |           |                      |
|  | A003A-414 | Freightliner 114SD 6x4 66000GVWR ISL370 3000RDS                                                |                                                                                                         | \$ 104,584.00    | 1         | \$ 104,584.00        |
|  | A003A-415 | Freightliner 114SD 6x4 66000GVWR 10 SPD 450HP DD13                                             |                                                                                                         | \$ 109,501.00    |           |                      |
|  | A003A-416 | Western Star 4700 6x4 4500 RDS DD-13 450 HP                                                    |                                                                                                         | \$ 122,160.00    |           |                      |
|  | A003A-417 | Peterbilt 348 6x4 66000GVWR PX-9 345HP 3000RDS                                                 |                                                                                                         | \$ 105,760.00    |           |                      |
|  |           |                                                                                                |                                                                                                         | <b>Subtotal:</b> | <b>B2</b> | <b>\$ 104,584.00</b> |





## Agenda Item Form

|                              |                   |
|------------------------------|-------------------|
| Date of City Council Meeting | 2/22/2022         |
| Department                   | Police            |
| Submitted by                 | Chief Ray Shastid |
| Phone                        | (479) 271-3170    |

|                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                                        |                                    |                                     |                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|-----------------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                                                                  |                                       |                                        |                                    |                                     |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                             |                                       |                                        |                                    |                                     |                                               |
| <b>Bid Award to Superior Automotive Group of Siloam Springs, AR for IFB-22-18 in the amount \$850,724.55. The bid was for the purchase of (15) 2022 Chevrolet 2wd PPV (9C1) in the amount of \$38,645.00 each, complete upfitting of all emergency equipment in the amount of \$18,069.97 each, warranty for upfitting and installation of equipment for the lifetime of the vehicle.</b> |                                       |                                        |                                    |                                     |                                               |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$850,724.55                                                        |
| Is this Item Budgeted?                                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |





CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

### **INVITATION FOR BID (IFB) SOLICITATION**

| <b>SOLICITATION INFORMATION</b>     |                                                                |                          |                  |
|-------------------------------------|----------------------------------------------------------------|--------------------------|------------------|
| <b>Bid Number:</b>                  | IFB-22-18                                                      | <b>Date of Issuance:</b> | JANUARY 16, 2022 |
| <b>Description:</b>                 | FIFTEEN (15) 2022 CHEVROLET TAHOE 2WD PPV (9C1) WITH UPFITTING |                          |                  |
| <b>Requesting Department:</b>       | CITY OF BENTONVILLE POLICE DEPARTMENT                          |                          |                  |
| <b>Pre-Bid Meeting Information:</b> | NO PRE-BID MEETING SCHEDULED FOR THIS SOLICITATION             |                          |                  |
| <b>Bid Bond Requirement:</b>        | NO BID BOND REQUIRED                                           |                          |                  |

| <b>BID OPENING DATE &amp; TIME</b> |                                                                                                                                                                          |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Bid Opening Date and Time:</b>  | <b>FEBRUARY 1, 2022 AT 2:00 P.M. CST</b>                                                                                                                                 |
| <b>Bid Opening Location:</b>       | City of Bentonville Administrative Services Building<br>Bid Opening Room – 2 <sup>nd</sup> Floor – Room A239<br>1000 SW 14 <sup>th</sup> Street<br>Bentonville, AR 72712 |

| <b>DELIVERY OF BID SUBMISSION</b>                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Location (and mailing address) for Bid Submission Delivery:</b> | City of Bentonville Administrative Services Building<br>Purchasing – 2 <sup>nd</sup> Floor<br>1000 SW 14 <sup>th</sup> Street. Bentonville, AR 72712                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Bid Submission Requirements:</b>                                | <p>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:</p> <ul style="list-style-type: none"><li>- Solicitation ID (IFB Number)</li><li>- Bidder's Name/Company Name &amp; Phone Number</li></ul> <p>Bids which must be opened to be identified may be rejected.</p> <p>Bids which are not sealed or are opened upon delivery will not be accepted.</p> <p>Late Bids, unsigned Bids, or Bids which do not contain a Bid bond (when required) will be rejected, without exception.</p> <p>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.</p> |

|                                                                                                                                                                                      |                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Deadline for Submission of Requests for Information, Questions or Clarifications:</b>                                                                                             | <b>January 26, 2022– 4:00 P.M. CST</b> |
| <p>Questions should be submitted only to the Purchasing Office via written communication only to <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a>.</p> |                                        |



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(479)-271-3115 – [purchasing@bentonvillear.com](mailto: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: SUPERIOR AUTO GRP Phone Number: 479 268 1003  
Business Address (Full Street/City/State/Zip): 490 HWY 412E SILOAM SPRINGS, AR 72761  
Is this address able to accept mail deliveries (for the purpose of returning Bid bonds etc.): ☒ Yes ☐ No  
Name of Contact Person: DON CLARK Email: DCCLARK@DRIVESUPERIOR.COM  
Signature of Authorized Person:  Date: 1/30/2022  
Printed or Typed Name: DON CLARK Title: FLEET DIRECTOR  
Arkansas Contractors License Number: \_\_\_\_\_ (NOT REQ'D UNLESS SPECIFIED)  
Sales or Use Tax ID Number:   
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 fifteen (15) 2022 Chevrolet PPV Tahoe (9C1), two-wheel drive (2WD), four door (4DR), complete as specified with necessary upfitting for the Bentonville Police Department.

### **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.

### **3. APPENDIXES**

- **VENDOR DISCLOSURE (REQUIRED RESPONSE DOCUMENT)**

## **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.

**\*If determined to be in the City's best interest, the City intends to present the IFB-22-18 Bid for Award at the February 22, 2022 City Council Meeting.**

### **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**   X   **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.





CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

## **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](mailto:purchasing@bentonvillear.com)

Submit Via Mail: City of Bentonville Administrative Service ATTN: Purchasing Office (solicitation number) 1000 SW 14<sup>th</sup> 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 14<sup>th</sup> ST**

**Bentonville, AR 72712**

[accountspayable@bentonvillear.com](mailto: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)

PAYMENT WITHIN 14 DAYS OF INVOICE



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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), 2022 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 fifteen (15) New 2022 Chevrolet PPV Tahoe (9C1), two-wheel drive (2WD), four door (4DR), complete as specified with necessary upfitting for the Bentonville Police Department. 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.





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

## 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.

### 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 fifteen (15) Chevrolet PPV Tahoe (9C1), two-wheel drive (2WD), four door (4DR), complete as specified with necessary upfitting for the Bentonville Police Department to the City's facility located within the city limits of Bentonville, Arkansas.

The delivered units shall be complete without any defect and shall include all factory, manufacturer and any other warranties applicable, shall be complete with all owner/user manuals and tools that are standard to be delivered with the unit.

### 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 deliver the item(s) or services, or 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): February 22

Delivery/Work-Site Address: 908 SE 14<sup>th</sup> 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 **One-Time Order Item(s) Delivery Specified Date(s)**

#### City's Specification:

**One-Time Order:** All item(s) shall be delivered within 30 day(s) from receipt of the City's Purchase Order.

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

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

**One-Time Order:** All item(s) shall be delivered within 90 day(s) from receipt of the City's Purchase Order.

**Pick-up: If Bidder is not able to deliver the Units, Bidder shall specify that the Units must be picked-up by checking the box below and including the pick-up address.**

☐ **Pick-up address:**

**Additional Alternate Delivery Notes (optional field):** DELIVERY UPON COMPLETION OF UPFIT



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## 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 and labor required to deliver the product(s) as specified to the City.                                   | X                                                |                                                |
| 2. TAHOE SPECIFICATIONS   |                                                                                                                                                                               |                                                  |                                                |
| 4                         | Fifteen (15) 2022 Chevrolet PPV Tahoe (C91) Two Wheel Drive (2WD), Four Door (4dr), with the necessary upfitting, as specified for the City of Bentonville Police Department. | X                                                |                                                |
| 5                         | The unit shall meet or exceed all applicable Federal, State and Local transportation regulations, laws, ordinances and statutes.                                              | X                                                |                                                |
| 6                         | Police Package- includes all features listed in manufactures printed specifications as a part of their standard police package equipment                                      | X                                                |                                                |
| 7                         | Interior: Jet black<br>STD                                                                                                                                                    | X                                                |                                                |
| 8                         | Exterior 1: Special Paint – Summit White F3F8EF<br>Exterior 2: No color selected<br>Solid one-color                                                                           | 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' |
|---------------------------|---------------------------------------------------------|--------------------------------------------------|------------------------------------------------|
| 9                         | 2-Wheel-Drive; 4-Door                                   | X                                                |                                                |
| 10                        | Remote keyless entry package- STD                       | X                                                |                                                |
| 11                        | Seats, front 40/20/40, rear 60/40 bench                 | X                                                |                                                |
| 12                        | Floor covering, black rubberized vinyl (standard)       | X                                                |                                                |
| 13                        | Key Fobs, QTY 2                                         | X                                                |                                                |
| 14                        | Remote Start                                            | X                                                |                                                |
| 15                        | Alternator, 250 amps -STD                               | X                                                |                                                |
| 16                        | Battery, auxiliary                                      | X                                                |                                                |
| 17                        | Battery, 900 cold-cranking amps with 95 amp hour rating | X                                                |                                                |
| 18                        | Engine, 5.3L V8 -STD                                    | X                                                |                                                |
| 19                        | Transmission, 10-speed automatic -STD                   | X                                                |                                                |
| 20                        | License plate bracket- front and rear -STD              | X                                                |                                                |
| 21                        | Spot Lamp (drivers side) -LED                           | X                                                |                                                |
| 22                        | Power Door Locks and Windows- STD                       | X                                                |                                                |
| 23                        | Mirrors-STD                                             | X                                                |                                                |
| 24                        | Disconnect Door Courtesy Light Switches- STD            | X                                                |                                                |
| 25                        | Air Conditioning-STD                                    | X                                                |                                                |
| 26                        | Radio- Premium Audio System with AM/FM Stereo – STD     | X                                                |                                                |
| 27                        | Tilt and Cruise-STD                                     | 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' |
|------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------|
| 28                                                   | Tire and Wheels Police Pursuit Rated- STD                                | X                                                |                                                |
| 29                                                   | Spare- full size STD                                                     | X                                                |                                                |
| 30                                                   | Bumper to Bumper Warranty 3 years or 36,000 miles whichever comes first  | X                                                |                                                |
| 31                                                   | Drive Train Warranty- List Warranty 5 year/100,000 miles                 | X                                                |                                                |
| 32                                                   | Airbags, Front, Both Sides- Mfg. STD                                     | X                                                |                                                |
| 33                                                   | Restraint System – All Pass Mfg. STD                                     | X                                                |                                                |
| 34                                                   | Brakes- Anti-lock brake system (ABS) Police Specific as noted by package | X                                                |                                                |
| 35                                                   | Front seat -cloth                                                        | X                                                |                                                |
| 36                                                   | Rear Seat- vinyl                                                         | X                                                |                                                |
| 37                                                   | Rear backup camera- STD                                                  | X                                                |                                                |
| 38                                                   | Rear Air Conditioning                                                    | X                                                |                                                |
| 39                                                   | Keyless start- STD                                                       | X                                                |                                                |
| 40                                                   | Glass- factory tinted standard                                           | X                                                |                                                |
| 41                                                   | Power supply, 50-amp, power supply auxiliary battery                     | X                                                |                                                |
| 42                                                   | Power supply, 100-amp, auxiliary, rear electrical center                 | X                                                |                                                |
| 43                                                   | Power supply, 120-amp, (4) 30-amp circuit, Primary battery               | X                                                |                                                |
| <b>3. POLICE DEPARTMENT UPFITTING SPECIFICATIONS</b> |                                                                          |                                                  |                                                |
| 44                                                   | QTY: 2<br>Whelen Ion 12D (grill)                                         | X                                                |                                                |
| 45                                                   | QTY: 2<br>Whelen RPWS54 Rear Pillars                                     | 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' |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------|
| 46                        | QTY: 1<br>Whelen Legacy Duo B/W 54 inch                                                                                  | X                                                |                                                |
| 47                        | QTY: 1<br>Tahoe canport harness OBD2                                                                                     | X                                                |                                                |
| 48                        | QTY: 1<br>Whelen Core Kit w/ speaker and mount included with bar kit (remote head)                                       | X                                                |                                                |
| 49                        | Qty: 1<br>Havis Console PKG-VSX-1800-TAH-PM-1                                                                            | X                                                |                                                |
| 50                        | QTY: 1<br>Brother Pocket Jet Printer and Console Mount                                                                   | X                                                |                                                |
| 51                        | QTY: 1<br>Jotto Partition 475-1657                                                                                       | X                                                |                                                |
| 52                        | QTY: 1<br>Jotto HSEP 475-1674                                                                                            | X                                                |                                                |
| 53                        | Qty: 1<br>Jotto Cargo Barrier 475-1682                                                                                   | X                                                |                                                |
| 54                        | QTY: 2<br>Jotto Door Panels W/A 475-1761                                                                                 | X                                                |                                                |
| 55                        | QTY: 1<br>HAVIS C-VS-1012-TAH-WIDE-Console                                                                               | N/A                                              |                                                |
| 56                        | QTY: 1<br>Black Rac AR15/870 Gun Mount Partition Mount                                                                   | X                                                |                                                |
| 57                        | QTY: 1<br>Panasonic Arbitrator System ARB-HDVC35<br>Back seat camera, UEMSI premium storage and license, TKY-TSH-SUP-002 | X                                                |                                                |
| 58                        | QTY: 1<br>1 expansion module 16 – Whelen Core                                                                            | X                                                |                                                |
| 59                        | QTY: 1<br>Cable Interface Module C399K6                                                                                  | X                                                |                                                |
| 60                        | Qty: 1<br>Whelen Howler Kit                                                                                              | X                                                |                                                |
| 61                        | Qty: 1<br>Whelen Compartment light 3SC0CDR                                                                               | X                                                |                                                |
| 62                        | Qty: 2<br>HG Side Runner Lights HG22PC62B                                                                                | X                                                |                                                |
| 63                        | Calibration tail-lamp flasher red/red                                                                                    | X                                                |                                                |



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| SPECIFICATION<br>LINE<br>NUMBER | SPECIFICATION DESCRIPTION                                                                                                   | BIDDER INDICATE<br>IN THIS COLUMN<br>IF 'AS SPECIFIED' | BIDDER INDICATE<br>IN THIS COLUMN IF<br>'EQUIVALENT' |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------|
| 64                              | Antenna Kit ARB-BWCBLANT-WHB                                                                                                | X                                                      |                                                      |
| 65                              | Flasher system, head-lamp and tail-lamp, DRL compatible with control wire                                                   | X                                                      |                                                      |
| 66                              | Stinger flashlight with piggy back charger 75832                                                                            | X                                                      |                                                      |
| 67                              | Antenna Kit with AWIN (5 Way) TKY-TSH-SUP-002                                                                               | X                                                      |                                                      |
| 68                              | The upfitting shall be completed prior to delivery to deliver a finished product to the City.                               | X                                                      |                                                      |
| 69                              | Upfitting and installation warranty for lifetime of the vehicle (excludes product warranty or products outside of warranty) | 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

Bidder may use the space below to indicate any additional or alternate warranty information pertaining to the warranties specified.

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#### 6. UNITS PROPOSED (REQUIRED RESPONSE FIELD)

Bidders shall use the space below to convey the Units being proposed to the City in their Bid Submission.

Year: 2022  
Make: CHEVROLET  
Model: TAHOE PPV 9C1  
Upfitted: X Yes \_\_\_ No  
Upfitting Details(optional): \_\_\_\_\_  
Notes (optional): \_\_\_\_\_





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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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                         |             |  |       |       |       |       |       |       |       |       |                                                                                     |
| Appendix A: Vendor Disclosure                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                         |             |  |       |       |       |       |       |       |       |       |                                                                                     |
| <p>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.</p> <table border="0"><thead><tr><th data-bbox="115 751 527 787"><u>ADDENDUM NUMBER</u></th><th data-bbox="527 751 1149 787"><u>DATE OF ISSUANCE</u></th></tr></thead><tbody><tr><td data-bbox="115 787 527 823"><u>NONE</u></td><td data-bbox="527 787 1149 823"></td></tr><tr><td data-bbox="115 823 527 858">_____</td><td data-bbox="527 823 1149 858">_____</td></tr><tr><td data-bbox="115 858 527 894">_____</td><td data-bbox="527 858 1149 894">_____</td></tr><tr><td data-bbox="115 894 527 930">_____</td><td data-bbox="527 894 1149 930">_____</td></tr><tr><td data-bbox="115 930 527 966">_____</td><td data-bbox="527 930 1149 966">_____</td></tr></tbody></table> | <u>ADDENDUM NUMBER</u>                                                              | <u>DATE OF ISSUANCE</u> | <u>NONE</u> |  | _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |  |
| <u>ADDENDUM NUMBER</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>DATE OF ISSUANCE</u>                                                             |                         |             |  |       |       |       |       |       |       |       |       |                                                                                     |
| <u>NONE</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 THAT ARE REGISTERED TO DRIVE ON THE ROAD.**

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 figures. In case of discrepancy between the written amount and the figures, the written amount shall govern. In case of discrepancy between the Unit Price and the Extended Price, the Unit Price shall govern.

**Deductive 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 sixty (60) days after the opening of Bids without the consent of the City; 60 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***



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## **APPENDIX A**

## **VENDOR DISCLOSURE**





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## BID FORM

| Line Item                                                                                                                                          | Quantity (Unit of Measure = EA) | Description                                                                                                                                                                                                                                                 | Per Unit Price     | Extended Price      |
|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------------|
| 1                                                                                                                                                  | 15                              | New 2022 Chevrolet PPV Tahoe (9C1), 2WD, 4Door, as specified.<br><br><b>Bidder: Mark here if as specified <input checked="" type="checkbox"/></b><br><br><b>Bidder: Specify year/make/model etc. here if an alternate/equivalent item is being proposed</b> | \$ <u>38645.00</u> | \$ <u>579675.00</u> |
| 2                                                                                                                                                  | 15                              | Upfitting of Tahoe, as specified.                                                                                                                                                                                                                           | \$ <u>18069.97</u> | \$ <u>271049.55</u> |
| <b>SALES TAX</b><br>(If applicable, write "NA" if not applicable. The City does not pay sales tax on vehicles registered to be driven on the road) |                                 | \$ <u>N/A</u>                                                                                                                                                                                                                                               |                    |                     |
| <b>TOTAL BID PRICE</b><br>(Stated in figures)                                                                                                      |                                 | \$ <u>850,724.55</u>                                                                                                                                                                                                                                        |                    |                     |

## BIDDER DECLARATION

The Undersigned hereby declares that they have 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 their sources of supply, has reviewed all quantities and conditions, and understands that in signing this proposal, they waive all right to pleas of any misunderstanding regarding the same.

Company Name: Superior Auto Gap By (Authorized Person's Signature): 

Printed Name and Title: DON CLARK FLEET DIRECTOR

Date: 01/31/2022

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



## **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 3<sup>rd</sup> party Bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> 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.
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,



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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.
  3. Termination Due to Unavailability of Funds





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When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City 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 this Bid. The City reserves the right to request from Bidders a separate manufacturer certification of all statements made in the Bid.



CITY OF BENTONVILLE, ARKANSAS  
PURCHASING DEPARTMENT  
ADMINISTRATIVE SERVICES BUILDING  
1000 SW 14<sup>TH</sup> STREET BENTONVILLE, AR 72712  
(479)-271-3115 – [purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com)

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 14<sup>th</sup> 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 at (479) 271-3115.





## Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: SUPERIOR AUTOMOTIVE GRP.

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.

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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.**



initials





# CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

## FORMAL SEALED BID TABULATION

|                                                                          |                                      |                      |        |                         |           |
|--------------------------------------------------------------------------|--------------------------------------|----------------------|--------|-------------------------|-----------|
| Date of Bid Opening:                                                     | 1-Feb-22                             | Time of Bid Opening: | 2:00PM | Solicitation ID Number: | IFB-22-18 |
| Solicitation Title: 15 Chevrolet Tahoes 2WD PPV with Upfitting           |                                      |                      |        |                         |           |
| BIDDERS:                                                                 | Superior Automotive - Siloam Springs | NA                   | NA     | NA                      | NA        |
| Responsive/Responsible Requirements (mark any not applicable with NA)    |                                      |                      |        |                         |           |
| Bid Signed                                                               | YES                                  |                      |        |                         |           |
| Bid Bond (\$500.00)                                                      | NA                                   |                      |        |                         |           |
| Proof of Insurance                                                       | NA                                   | NA                   | NA     | NA                      | NA        |
| Proof of Arkansas Contractors License                                    | NA                                   | NA                   | NA     | NA                      | NA        |
| Anti-Collusion Affidavit, Notarized                                      | NA                                   | NA                   | NA     | NA                      | NA        |
| Vendor Disclosure                                                        | YES                                  |                      |        |                         |           |
| Subcontractor Disclosure                                                 | NA                                   | NA                   | NA     | NA                      | NA        |
| Bidder Qualifications                                                    | NA                                   | NA                   | NA     | NA                      | NA        |
| Mandatory Pre-Bid Requirement                                            |                                      |                      |        |                         |           |
| Applies (circle): Yes No                                                 |                                      |                      |        |                         |           |
| If Yes, check that Bidder attended.                                      | NA                                   | NA                   | NA     | NA                      | NA        |
| Product/Item Bids Only (mark NA for construction bids, unit price, etc.) |                                      |                      |        |                         |           |
| Make/Model Bid                                                           | AS SPECIFIED                         |                      |        |                         |           |
| Items AS SPECIFIED                                                       | YES                                  |                      |        |                         |           |
| EQUIVALENT* Item(s) Bid                                                  | NO                                   |                      |        |                         |           |
| Bid Pricing Completed*                                                   | \$ 850,724.55                        |                      |        |                         |           |



## Agenda Item Form

|                              |                       |
|------------------------------|-----------------------|
| Date of City Council Meeting | 2/22/2022             |
| Department                   | Administration        |
| Submitted by                 | Mayor Stephanie Orman |
| Phone                        | (479) 271-5966        |

|                                                                                                                                                                                                                  |                                       |                                                   |                                    |                                     |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                          |                                       |                                                   |                                    |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                       | <input type="checkbox"/> Change Order | <input checked="" type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                           |                                       |                                                   |                                    |                                     |                                    |
| <b>Mayor Orman recommends appointment of John Tanner to fill Brian Burke's unexpired term on the Northwest Arkansas International Airport Authority Board of Directors. Term to expire on December 31, 2024.</b> |                                       |                                                   |                                    |                                     |                                    |

|                                                                                  |                                                          |
|----------------------------------------------------------------------------------|----------------------------------------------------------|
| Estimated Cost                                                                   | \$                                                       |
| Is this Item Budgeted?                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                          |
|                                                                                  |                                                          |



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January 20, 2022

**To:** City Council Members & City Clerk

**From:** Mayor Stephanie Orman

**Subject:** Appointment of John Tanner to the Northwest Arkansas  
International Airport Authority Board of Directors

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I recommend John Tanner for appointment to the Northwest Arkansas International Airport Authority Board of Directors. Mr. Tanner is filling Brian Burke's unexpired term that will end on December 31, 2024.



Stephanie Orman



## Boards and Commissions Application Form

### Applicant Information

|                                 |                                                                    |
|---------------------------------|--------------------------------------------------------------------|
| First Name                      | John                                                               |
| Last Name                       | Tanner                                                             |
| Address                         | 600 NE Saddle Ridge                                                |
| City                            | Bentonville                                                        |
| State                           | AR                                                                 |
| Zip Code                        | 72712                                                              |
| Home / Cell Phone               | 254-717-9906                                                       |
| Email Address                   | <a href="mailto:Johntanner52@gmail.com">Johntanner52@gmail.com</a> |
| Length of Bentonville Residency | ~2 yrs                                                             |
| Employer                        | Walmart                                                            |
| Occupation                      | Director, Customer Journey                                         |
| Business Phone                  | 254-717-9906                                                       |

(Section Break)

### References

*Please provide 2 references*

|               |                             |
|---------------|-----------------------------|
| Name          | Drew Lever                  |
| Email Address | <i>Field not completed.</i> |
| Address       | 479-685-6109                |
| City          | Bentonville                 |
| State         | AR                          |
| Zip Code      | <i>Field not completed.</i> |
| Phone Number  | <i>Field not completed.</i> |

|               |                             |
|---------------|-----------------------------|
| Name          | Alex Buckley                |
| Email Address | <i>Field not completed.</i> |
| Address       | <i>Field not completed.</i> |
| City          | Bentonville                 |
| State         | AR                          |
| Zip Code      | <i>Field not completed.</i> |
| Phone Number  | 479-530-0728                |
| Fax Number    | <i>Field not completed.</i> |

(Section Break)

#### Board Selection and Qualifications

|                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Select all commissions and boards for which you would like to be considered:                                               | NWA International Airport Authority Board of Directors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1. What are your qualifications for serving on this commission or board, including education and subject matter expertise? | Experienced commercial airline leader with 3.5+ years of corporate strategy and operations development at Southwest Airlines in Dallas, TX. Led the development of multiple Southwest operation projects at PHX, DAL, DEN, SMF, BWI, MDW and OAK. Experienced airline professional with customer innovation experience with a focus on developing "Airport of the Future" at Dallas Love Field. Worked closely with TSA innovation task force while at Southwest to bring new innovations to OAK airport. Multiple projects focused on delivering improved customer experience at the airport, these include Dual Boarding at SMF, OpSync at PHX and DEN, TSA Wait Times at OAK, and Digital Wayfinding at DAL. |
| 2. Why would you like to be considered for appointment to this commission or board?                                        | Experienced commercial airline leader who has led initiatives in partnership with airports to improve customer experience, airline operations, and overall business viability. Worked closely with Southwest Airlines leadership on developing best in class airport experiences for our customers and believe this experience can help XNA become a travel destination. Knowledge of airline revenue management, network planning, ground operations, and commercial marketing would be                                                                                                                                                                                                                        |

valuable to the board of XNA.

Enjoyed working with airport leadership while at Southwest Airlines, specifically the opportunity to develop "Airport of the Future" at Dallas Love Field. Commercial airline industry relies heavily on the development of airports to help deliver a best in class customer experience, would love to use my knowledge gained while at Southwest to improve XNA and help attract new carriers. Additionally, would like the opportunity to serve the Bentonville community and help grow XNA's routes. My wife and I moved here just under 2yrs ago and recently welcomed our first daughter to the family...Bentonville is a community we have fallen in love with and would like the opportunity to serve to continue to make it a great place to raise a family.

3. What do you hope to be able to contribute?

Hope to contribute a deep understanding of commercial airline operations to the board along with experience in designing and delivering customer focused initiatives at many airports across the US. The experiences I gained working alongside leaders at Southwest and representing Southwest at PHX, DAL, DEN, SMF, BWI, MDW and OAK would be valuable to the board.

Additionally, would be able to contribute knowledge in airline network planning and how to best position XNA to grow with new carriers and routes.

(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

John R Tanner

---

Date

11/14/2020

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## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 2/22/2022      |
| Department                   | Administration |
| Submitted by                 | Debbie Griffin |
| Phone                        | (479) 254-2028 |

|                                                                                                                                                                                                                        |                                       |                                        |                                    |                                                |                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                             | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                 |                                       |                                        |                                    |                                                |                                    |
| <b>A resolution approving a reassignment of the Chambers/Stone Bentonville Municipal Airport Hangar to Douglas C Stone and Lynn J. Stone. The Airport Advisory Board recommended approval at the 2/3/2022 meeting.</b> |                                       |                                        |                                    |                                                |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$0.00                                                              |
| Is this Item Budgeted?                                                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
|                                                                                  |                                                                     |



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### Assignment of Ground Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Stephen M. Chambers and Terri A. Chambers (the "Assignor") and Douglas C. Stone and Lynn J. Stone (the "Assignee")

Effective \_\_\_\_\_, 20\_\_ the assignor assigns his interest in the Lease Agreement with Bentonville for property identified as Chamber/Stone Bentonville Airport Hanger to the Assignee. Full legal description is as follows:

#### LEGAL DESCRIPTION

#### CHAMBERS/STONE BENTONVILLE AIRPORT HANGER

LOCATED IN A PART OF THE SE 1/4 OF THE SW 1/4 OF FRACTIONAL SECTION 6,  
TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTONVILLE, BENTON COUNTY, ARKANSAS,  
MORE PRECISELY DESCRIBED AS FOLLOWS: STARTING AT THE SE CORNER OF THE SE 1/4  
OF THE SW 1/4 OF FRACTIONAL SECTION 6;  
THENCE NORTH 00 DEGRESS 07 MINUES 49 SECONDS EAST, 28.05 FEET;  
THENCE SOUTH 89 DEGREES 57 MINUTES 55 SECONDS WEST, 791.24 FEET TO THE TRUE  
POINT OF THE BEGINNING;  
THENCE SOUTH 89 DEGREES 42 MINUTES 48 SECONDS WEST, 60.00 FEET;  
THENCE NORTH 00 DEGREES 17 MINUTES 12 SECONDS WEST, 30.00 FEET;  
THENCE NORTH 89 DEGREES 42 MINUTES 48 SECONDS EAST, 60.00 FEET;  
THENCE SOUTH 00 DEGRESS 17 MINUTES 12 SECOND EAST, 30.00 FEET TO THE TRUE  
POINT OF BEGININNG CONTAININT 0.041 ACRES MORE OR LESS AND BEING SUBJECT TO  
ANY EASEMENTS OF RECORD.

The Assignee fully agrees to, accepts all terms, conditions of the Lease Agreement, and agrees to honor and adhere to these terms and conditions for the duration of the Agreement.

By: [REDACTED] Date: January 31, 2022 | 3:24 PM CST  
Stephen M. Chambers

By: [REDACTED] Date: January 31, 2022 | 3:29 PM CST  
Terri A. Chambers

By: [REDACTED] Date: January 31, 2022 | 7:07 PM CST  
Douglas C. Stone



By: \_\_\_\_\_ Date: \_\_\_\_\_  
Stephanie Orman, Mayor  
City of Bentonville

State of Arkansas)  
County of Benton) SS.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_ 2022

My Commission Expires:

**RESOLUTION NO. R-22-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF THE CHAMBERS/STONE  
BENTONVILLE MUNICIPAL AIRPORT HANGAR GROUND LEASE; AND FOR OTHER  
PURPOSES.**

**WHEREAS**, Stephen and Terri Chambers wish to assign their interest in the Chambers/Stone Bentonville Municipal Airport Hangar Ground Lease Agreement to Douglas and Lynn Stone, who are the other interested parties in the lease agreement; and

**WHEREAS**, the Airport Advisory Board recommended approval of this assignment during its regular meeting on February 3, 2022.

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

Section 1: The Mayor and City Clerk are hereby authorized execute the assignment agreement for the Chambers/Stone Bentonville Airport Hangar Ground Lease;

Section 2: This assignment transfers the interest of Stephen M. Chambers and Terri A. Chambers to Douglas C. Stone and Lynn J. Stone;

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

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 2/22/2022      |
| Department                   | Administration |
| Submitted by                 | Debbie Griffin |
| Phone                        | (479) 254-2028 |

|                                                                                                                                                                                                                                                                                |                                       |                                        |                                    |                                                |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                                                                                                                                                        |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                     | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                                                                                                                                                         |                                       |                                        |                                    |                                                |                                    |
| <b>A resolution approving a reassignment of the Douglas C Stone and Lynn J. Stone Bentonville Municipal Airport Hangar to The Stone Family Trust, Stone Douglas C Trustee, Stone Lynn J. Trustee. The Airport Advisory Board recommended approval at the 2/3/2022 meeting.</b> |                                       |                                        |                                    |                                                |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | \$0.00                                                              |
| Is this Item Budgeted?                                                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |
|                                                                                  |                                                                     |



[www.bentonvillear.com](http://www.bentonvillear.com)  
PLEASE RECYCLE





### Assignment of Ground Lease Agreement

The assignment of a certain Lease Agreement (the "Assignment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between Douglas C. Stone and Lynn J. Stone (the "Assignor") and The Stone Family Trust, Stone Douglas C. Trustee, Stone Lynn J. Trustee (the "Assignee")

Effective \_\_\_\_\_, 20\_\_ the assignor assigns his interest in the Lease Agreement with Bentonville for property identified as Chamber/Stone Bentonville Airport Hanger to the Assignee. Full legal description is as follows:

#### LEGAL DESCRIPTION

#### CHAMBERS/STONE BENTONVILLE AIRPORT HANGER

LOCATED IN A PART OF THE SE 1/4 OF THE SW 1/4 OF FRACTIONAL SECTION 6,  
TOWNSHIP 19 NORTH, RANGE 30 WEST IN BENTONVILLE, BENTON COUNTY, ARKANSAS,  
MORE PRECISELY DESCRIBED AS FOLLOWS: STARTING AT THE SE CORNER OF THE SE 1/4  
OF THE SW 1/4 OF FRACTIONAL SECTION 6;  
THENCE NORTH 00 DEGRESS 07 MINUES 49 SECONDS EAST, 28.05 FEET;  
THENCE SOUTH 89 DEGREES 57 MINUTES 55 SECONDS WEST, 791.24 FEET TO THE TRUE  
POINT OF THE BEGINNING;  
THENCE SOUTH 89 DEGREES 42 MINUTES 48 SECONDS WEST, 60.00 FEET;  
THENCE NORTH 00 DEGREES 17 MINUTES 12 SECONDS WEST, 30.00 FEET;  
THENCE NORTH 89 DEGREES 42 MINUTES 48 SECONDS EAST, 60.00 FEET;  
THENCE SOUTH 00 DEGRESS 17 MINUTES 12 SECOND EAST, 30.00 FEET TO THE TRUE  
POINT OF BEGININNG CONTAININT 0.041 ACRES MORE OR LESS AND BEING SUBJECT TO  
ANY EASEMENTS OF RECORD.

The Assignee fully agrees to, accepts all terms, conditions of the Lease Agreement, and agrees to honor and adhere to these terms and conditions for the duration of the Agreement.

By: \_\_\_\_\_ Date: January 31, 2022 | 10:22 AM CST  
Douglas C. Stone

By: \_\_\_\_\_ Date: January 31, 2022 | 10:18 AM CST  
Lynn J. Stone

By: \_\_\_\_\_ Date: January 31, 2022 | 10:22 AM CST  
Stone Douglas C., Trustee of The Stone Family Trust



**RESOLUTION NO. R-22-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE SECOND ASSIGNMENT OF THE CHAMBERS/STONE BENTONVILLE MUNICIPAL AIRPORT HANGAR GROUND LEASE; AND FOR OTHER PURPOSES.**

**WHEREAS**, Douglas and Lynn Stone wish to assign the Chambers/Stone Bentonville Municipal Airport Hangar Ground Lease Agreement to The Stone Family Trust, Stone Douglas C. Trustee, Stone Lynn J. Trustee; and

**WHEREAS**, the Airport Advisory Board recommended approval of this assignment during its regular meeting on February 3, 2022.

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

Section 1: The Mayor and City Clerk are hereby authorized execute the assignment agreement for the Chambers/Stone Bentonville Airport Hangar Ground Lease;

Section 2: This assignment assigns the interest of Douglas C. Stone and Lynn J. Stone to The Stone Family Trust, Stone Douglas C. Trustee, Stone Lynn J. Trustee;

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





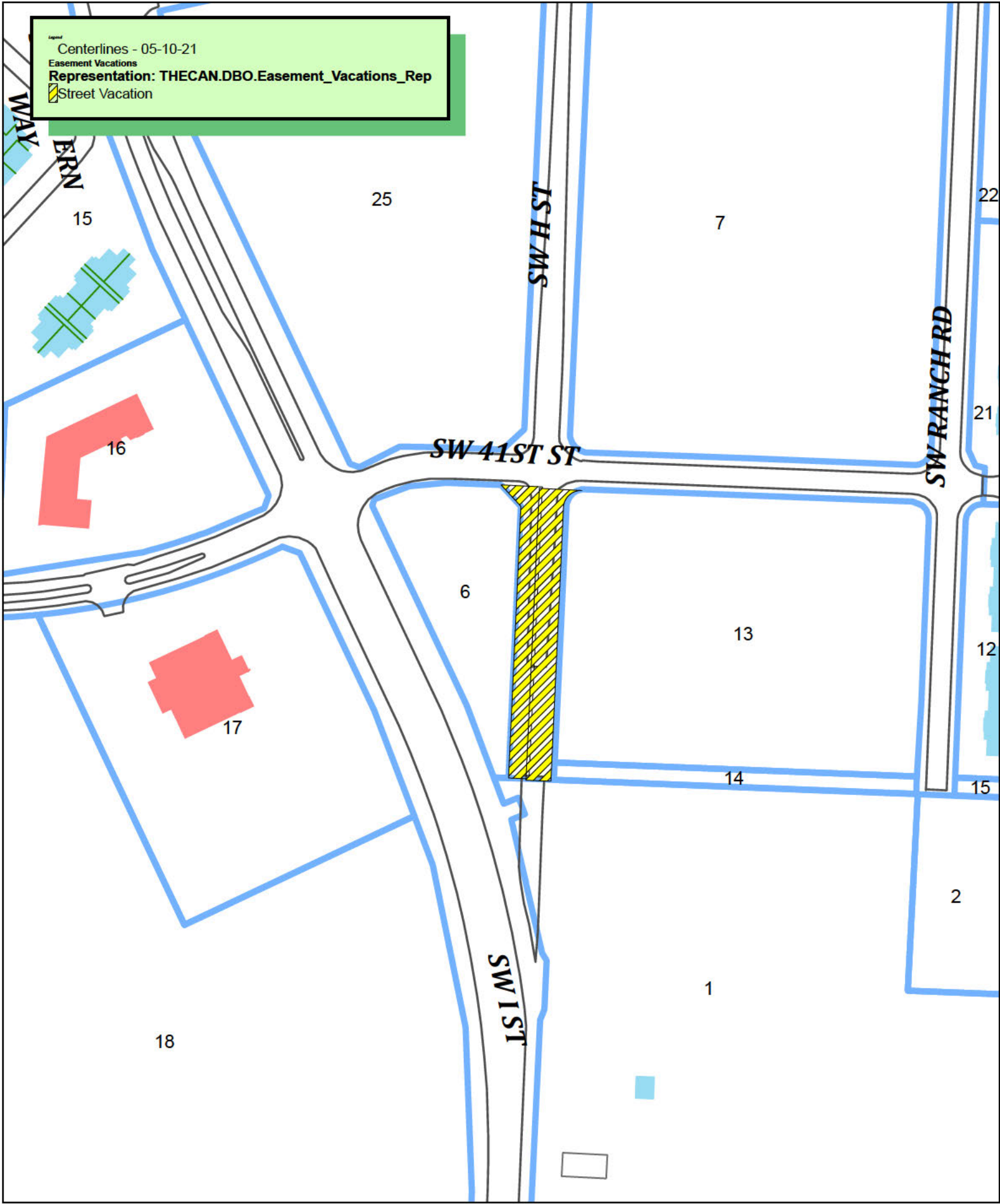
## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 2/22/2022      |
| Department                   | ENGINEERING    |
| Submitted by                 | TRACY BILLINGS |
| Phone                        | (479) 696-0229 |

|                                                                                                                                                                                     |                                       |                                        |                                    |                                                |                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: Resolution to set public hearing</b>                                                                                                                                  |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                          | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                       |                                       |                                        |                                    |                                                |                                    |
| <b>A Resolution setting a Public Hearing for March 8, 2022 for a Street Right of Way Vacation requested by The City of Bentonville for Lot 6 of Eversole Addition (VAC22-0005).</b> |                                       |                                        |                                    |                                                |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$                                                                  |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |





**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 The City of Bentonville requesting a Street Right of Way vacation (VAC22-0005) within the City of Bentonville, Arkansas be vacated, which said easement is described as follows:

**West Right of Way Vacation Description**

A part of Lot 6, Eversole Addition to the City of Bentonville and filed for record at Plat Book 2011 Page 120 and also being a part of a tract described in Warranty Deed Book 2009 Page 47852 all in Section 7, Township 19 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas and more particularly described as follows:

Commencing at an existing mag nail with PS 1304 washer at the intersection of right of way for Southwest I Street and the southernmost corner of Lot 7, Eversole Addition to the City of Bentonville and filed for record at Plat Book 2011 Page 120: thence North 02°36'24" East a distance of 139.60 feet to the Southeast Corner of Lot 6 being the Point of Beginning; thence North 87°43'51" West along the south line of Lot 6 a distance of 29.02 feet to a point on the westerly right of way of old Highway 102; thence North 02°36'09" East along said right of way, a distance of 384.35 feet to an angle point; thence North 42°45'36" West a distance of 41.21 to a point on the north line of Lot 6, Eversole Addition and being the south right of way of SW 41st Street; thence South 87°16'41" East a distance of 58.35 feet the northeast corner of Lot 6; thence South 02°36'24" West along the east line of Lot 6, a distance of 413.02 feet to the Point of Beginning, containing 0.28 acres, more or less.

Basis of bearings for description is Grid North, based on Arkansas State Plane Coordinate System (0301).

AND

**East Right of Way Description**

A part of Section 7, Township 19 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas and more particularly described as follows:

Beginning at the Southwest Corner of Lot 14, Limestone Ranch Subdivision as filed for record at Plat Book 2015 Page 651: thence North 87°44'12" West a distance of 35.11 feet; thence North 02°36'24" East a distance of 413.02 feet to an angle point; thence South 87°02'07" East a distance of 60.27 feet to an existing chiseled cross on the south right of way of Southwest 41st Street and the north line of Lot 13, Limestone Ranch Subdivision; thence along an arc having a length of 39.04, chord direction of South 47°39'29" West, and chord distance of 35.10 feet, and a radius of 24.69 feet to a five eighths (5/8") rebar; thence continuing along the existing right of way, South 02°39'12" West a distance of 387.67 feet to the Point of Beginning, containing 0.34 acres, more or less.

Basis of bearings for description is Grid North, based on Arkansas State Plane Coordinate System (0301).



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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described easement is set for a hearing on March 8, 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.

\_\_\_\_\_  
City Clerk  
Bentonville, Arkansas

\_\_\_\_\_  
Stephanie Orman, Mayor  
City of Bentonville, Arkansas



## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 2/22/2022      |
| Department                   | Engineering    |
| Submitted by                 | Tracy Billings |
| Phone                        | 696-0229       |

|                                                                                                                       |                                       |                                                   |                                               |                                     |                                    |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: Public Hearing and Ordinance</b>                                                                        |                                       |                                                   |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                            | <input type="checkbox"/> Change Order | <input checked="" type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                         |                                       |                                                   |                                               |                                     |                                    |
| <b>Public Hearing and Ordinance vacating Alley Right of Way at Block 5, Lot 1 of Gilmore's Addition (VAC21-0013).</b> |                                       |                                                   |                                               |                                     |                                    |

|                                                                                         |                                                          |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------|
| Estimated Cost                                                                          | \$                                                       |
| Is this Item Budgeted?                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                          |
|                                                                                         |                                                          |



Easement Vacations

Representation: THECAN.DBO.Easement\_Vacations\_Rep

Alley Vacation

14

11

13

12

2

4

7

6

5

8

**SW 5TH ST**

1

1

3

1

2

3

A

B

8A

10A

**SW 6TH ST**

13

2

**SW 5<sup>th</sup> MS**

2



1 inch = 67 feet

**VAC21-0013**  
**Proposed Alley Vacation**  
**SW 5th Street**





## UTILITY EASEMENT

That for and in consideration of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration to the undersigned, **Bentonvest Fund IV LLC**, a Delaware corporation ("Grantor"), cash in hand paid, the receipt of which is hereby acknowledged, and Grantor does hereby grant, bargain, sell, convey, and quitclaim unto **The City of Bentonville, Arkansas**, a municipal corporation ("Grantee"), their successors and assigns and a permanent easement to lay, construct, remove, reconstruct, maintain, inspect, repair utility lines and appurtenances thereto, with right of way for reasonable access of ingress and egress to and from the same, on, over, and under the following described real estate to-wit (the "Easement"):

As described as follows and depicted on Exhibit "A", attached hereto:

A utility easement being part of the north half of Block 5, Gilmores Addition to the City of Bentonville according to Plat Book Y, Page 200 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

**BEGINNING** at a 5/8" rebar found at the southeast corner of said north half of Block 5; **THENCE** along the south boundary of said north half, North 87°33'22" West, 111.12 feet to the west boundary of said north half; **THENCE** along said west boundary, North 02°30'48" East, 12.44 feet; **THENCE** leaving said west boundary, South 87°13'26" East, 111.12 feet to the west right-of-way of SW F Street according to Plat Book A, Page 37; **THENCE** along said west right-of-way, South 02°30'48" West, 11.80 feet to the **POINT OF BEGINNING** containing **1,318** square feet or **0.03** acres, more or less.

Grantee shall have and are hereby granted the right of constructing, reconstructing, locating, relocating, inspecting, patrolling, existing facilities or such additional facilities lines and appurtenances as may be required in the future, and maintaining and removing said lines and appurtenances. Grantee shall have and are hereby granted the further right at all time to remove from lands all crops, vegetation, undergrowth, trees and parts thereof, or other obstructions, which in the opinion of the Grantee, restrict access, constitutes a hazard, or endangers the safety and/or for the purpose of installing additional facilities.

The Grantor or Grantor's successors shall not cause to be constructed any buildings, structures or other improvements (other than fences, driveways, and paved parking areas) within the above described easements, and no trees shall be planted by Grantor or Grantor's successors

on said easement. Grantor or Grantor's successors shall not be entitled to any compensation for fences, growing crops, or structures which may be removed or disturbed within this permanent easement by virtue of Grantee exercise of the rights under this agreement, unless agreed upon in writing among the Grantor and Grantee.

Grantee agrees to repair any damage to Grantor's driveways, sidewalks, parking areas, fences, lawn or pastures that result from the exercise of rights and privileges contained within the easement and right of way described herein. Said damages to driveways, sidewalks, parking areas, fences, lawn or pastures shall be restored by Grantee as close as is reasonable to the original condition.

TO HAVE AND TO HOLD the above described easement and rights unto said Grantee, its successors and assigns, forever or until said easement is finally abandoned; without representation or warranty of any kind and subject to all matters of sight, record, and fact.

IN WITNESS WHEREOF, the hand and seal of Grantor is hereunto set this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Bentonvest Fund IV LLC,**  
a Delaware corporation

By: \_\_\_\_\_  
Name: Terry W. Pool  
Title: Manager

### **ACKNOWLEDGEMENT**

STATE OF ARKANSAS

COUNTY OF BENTON

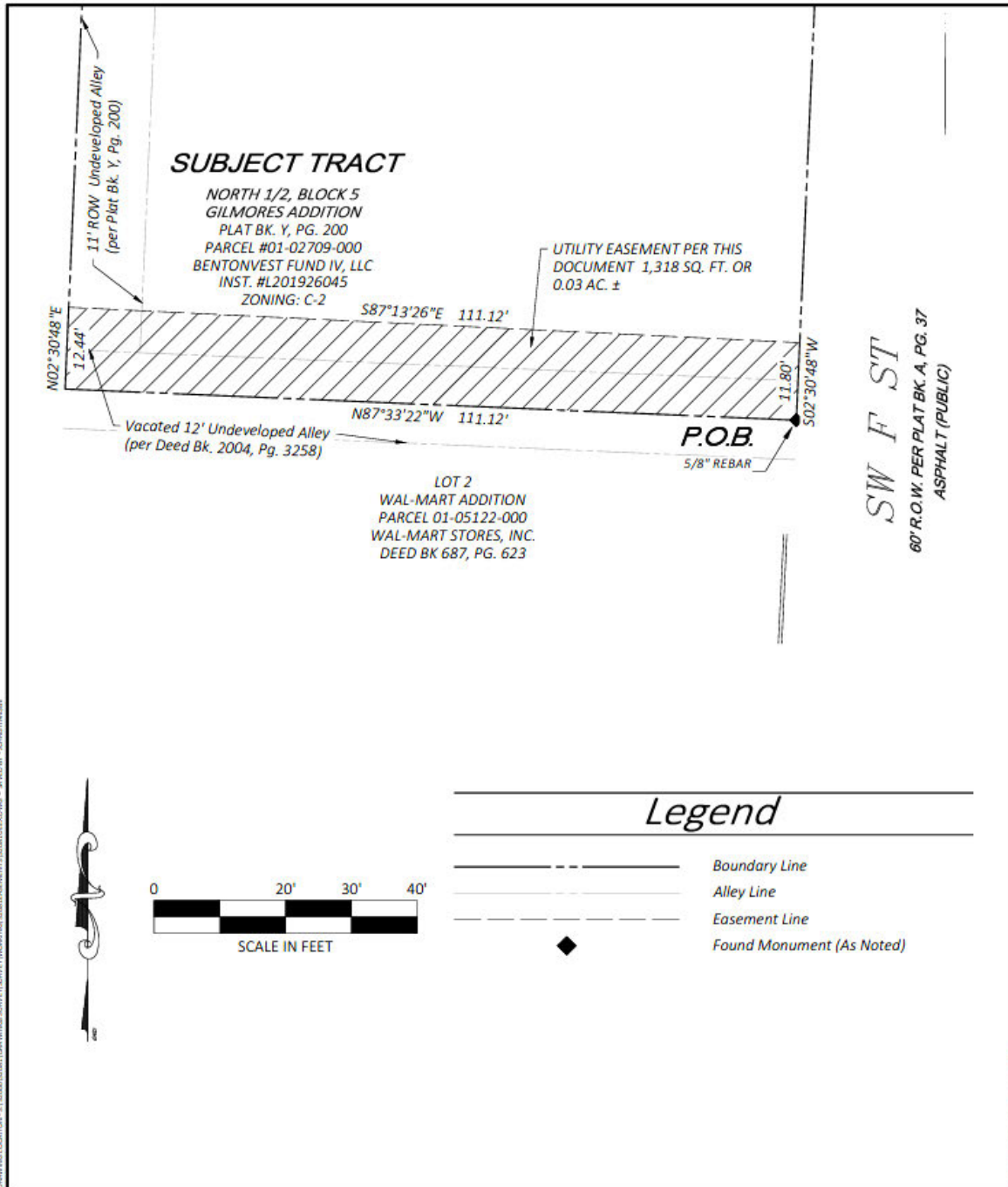
In said County and State, on this day, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Terry W. Pool to me personally known or satisfactorily proven, who being by me duly sworn did say that he/she is the manager of **Bentonvest Fund IV LLC**, a Delaware corporation, and that he/she was duly authorized in such capacity to execute the foregoing instrument for and in the name and behalf of said entity, and further stated and acknowledged that he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

**WITNESS MY HAND** and notarial seal subscribed and affixed in said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

# Exhibit "A" Easement Depiction



CEI ENGINEERING & ASSOCIATES, INC.  
BENTONVILLE, AR 72712  
3025 SWINGWAY DRIVE  
TEL: (479) 275-1884  
FAX: (479) 275-1884  
CORPORATE TRUCKS: (479) 275-1884  
3000 101 FREEMAN SUITE 100  
BENTONVILLE, AR 72712  
TEL: (479) 275-1884  
FAX: (479) 275-1884  
BENTONVILLE, AR 72712

Utility Easement Exhibit  
Benton County Historical Society  
SW F Street and SW 5th Street  
Bentonville, Benton County, Arkansas

Utility Easement Exhibit

| SHEET TITLE            |          | SHEET NUMBER |      |
|------------------------|----------|--------------|------|
| PROFESSIONAL OF RECORD | POR      |              |      |
| DESIGNER               | JOS      |              |      |
| FIELD WORK             | KTC      |              |      |
| CEI PROJECT NUMBER     | 32081    |              |      |
| DATE                   | 8/3/2023 |              |      |
| REVISION               | REV-0    | 1            | OF 1 |



**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE VACATING ALLEY RIGHT OF WAY OF BLOCK 5, LOT 1 OF GILMORE'S ADDITION OF BENTONVILLE TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC21-0013).**

**WHEREAS**, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Bentonville Fund IV, LLC asking the City Council to vacate alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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**, 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 alley right of way easement.

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

Section 1: The City of Bentonville, Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to an alley right of way designated 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.

Section 2: Pursuant to the above referenced plat dedicating the subject right of way, the entirety of the right of way is located on the real property of the predecessor-in-interest to Bentonville Fund IV, LLC. As a result, under the common law of the State of Arkansas, including *Kralicek v. Chaffey*, 67 Ark. App. 273, 998 S.W.2d 765 (1999), Bentonville Fund IV, LLC as the successor to the owner of both sides of the right of way has a reversionary interest in the entirety of the right of way and takes title to the entirety of the right of way hereby abandoned.

Section 3: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas, and recorded in the deed records of the County.

Section 4: 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.

\_\_\_\_\_  
City Clerk/Recorder  
City of Bentonville, Arkansas

\_\_\_\_\_  
STEPHANIE ORMAN, Mayor  
City of Bentonville, Arkansas



## Agenda Item Form

|                              |                |
|------------------------------|----------------|
| Date of City Council Meeting | 4/22/2022      |
| Department                   | Street         |
| Submitted by                 | Tony Davis     |
| Phone                        | (479) 271-3130 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |                                        |                                    |                                     |                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|-----------------------------------------------|
| <b>Item Type: (Check Applicable Item Type)</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |                                        |                                    |                                     |                                               |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                                                                                                                            |                                       |                                        |                                    |                                     |                                               |
| <b>Bid Award to Riggs Cat through participation in the Sourcwell Cooperative (Co-op) contract, 032119-CAT, to purchase one 2022 PM313 Cold Planer (Milling Machine), in the amount of \$436,125.41 plus applicable taxes. Use of a Co-op is allowed pursuant to Arkansas State Statute 19-11-249; Purchasing performed an evaluation of 032119-CAT, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy.</b> |                                       |                                        |                                    |                                     |                                               |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | \$ 436,125.41 plus tax                                              |
| Is this Item Budgeted?                                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |







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

# Memorandum

DATE: 4-22-2022  
TO: City Council, Mayor Orman  
FROM: Tony Davis  
RE: Milling Machine Purchase

The Street Department has researched what type of milling machine is needed for upcoming paving operations that will be handled in house and found the Caterpillar PM313 Cold Planer to be the most cost effective while meeting the specifications that are needed. Currently there is one machine available for purchase that is in stock. Staff is asking for approval of Bid Award to purchase this machine using the Sourcewell Cooperative Contract # 032119-CAT.

Sincerely,

Tony Davis  
Street Manager  
City of Bentonville



January 13, 2022

CITY OF BENTONVILLE  
1000 SW 14TH  
BENTONVILLE, Arkansas 72712-5256  
**RE: 154934-01**

Dear Daniel Clardy,

We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: PM313 Cold Planer with all standard equipment in addition to the additional specifications listed below:

| STOCK NUMBER:      | SERIAL NUMBER: | YEAR: 2022 | SMU:                |
|--------------------|----------------|------------|---------------------|
| SELL PRICE         |                |            | \$436,125.41        |
| EXT WARRANTY       |                |            | Included            |
| NET BALANCE DUE    |                |            | <b>\$436,125.41</b> |
| BEFORE TAX BALANCE |                |            | <b>\$436,125.41</b> |

---

Additional Considerations: Pricing pursuant to the terms of Sourcewell Cooperative Contract # 032119-CAT

**WARRANTY**

Extended Warranty: 36 MO / 5000 HR PT + Hyd + Tech

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Steve Smith  
Machine Sales Representative Riggs CAT  
Steves@jariggs.com

+1 (479) 601-1330

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



**One (1) New Caterpillar Model: PM313 with all standard equipment in addition to the additional specifications listed below:**

#### **STANDARD EQUIPMENT**

**POWERTRAIN** - CAT C9.3, inline 6-cylinder, - turbocharged, ATAAC, diesel engine - Power and torque curve optimized for - fuel efficiency - Engine diagnostic connector (for Cat ET) - Air cleaner, dry type dual element with - integral pre cleaner - Belt, automatic tensioner - Fuel filter/water separator - Hydrostatic transmission - Computerized load control - Traction control/differential lock - Alignment controlled steering system - with two steering modes: - rear and assist ON/OFF - Alignment is optimized for selected mode

**ELECTRICAL** - Backup alarm - Alternator, 115-amp - Batteries, two maintenance free, - 1400 CCA each - Horn, forward warning - Ground located horn, operator warning - Electrical system, 24 Volt - Work lights (8 pole mount) - Machine diagnostic connector - (for CAT ET) - Self diagnostic system - Balloon light ready - Product Link ready -

**OPERATOR ENVIRONMENT** - Single right side operator station with - power sliding platform and adjustable - seat - Adjustable arm rest with primary - keypad controls for ergonomic operation - whether seated or standing - Platform handrails/guardrails - Lockable vandalism guards for all - control panels - Joystick propel and steering with - with integrated buttons for conveyor - motion control - Control console with LED backlit panels - Machine monitoring system - Electronic machine management system - Automatic throttle control - Digital graphic display for - diagnostics and operating instructions - Silver-class touch screen display - Camera ready display - LED wake-up mode with floor light - Integrated grade control ready - Electronic drivetrain protection system - Rear RH leg steering for track option - Rear RH leg retraction - Load control - Ramp-in, ramp-out function - Digital moldboard control - 3 rotor speeds selectable on control - panels - Quick detach fuses and relays with - blown fuse detection and fault - indication on display - Two level warning system with action - light and horn (warning, critical - warning) - Water spray system - Electronic water level gauge - 12v ports at operator station - Rotor service keypad control

**APPLICATION SPECIFIC COMPONENTS** - ROTOR AND CHAMBER SYSTEM - Caterpillar patented tool holder with - easy extraction feature - External floating side plates - Dry clutch, belt transmission and - automatic tensioner - Dedicated water spray for tool cooling - and dust control - Curb clearance right side plate - Moldboard with floating, locked or - service height levels and adjustable - down pressure - Hydraulic raiseable and floating anti- - slab - CONVEYORS - Front loading - 600 mm (26.3") belt width collecting - conveyor - 600 mm (26.3") belt width discharge - conveyor - Dual stage, infinitely variable speed - 60-degree swing either side of center - for discharging conveyor - Quick-detach discharge conveyor

**FLUIDS** - Extended life coolant with protection - to -37C (-34F)

**OTHER STANDARD EQUIPMENT** - Doors, service access, hinged, locking - Fuel tank 600 L (158 gal) - Pressure test ports with quick connect - Water tank 1260 L (333 gal) - Sound suppression insulation kit - Mirrors - Gas-spring engine hood lift - Emergency functions: - Hand pump brake release - Air filter restriction electric - indicator - On board winterization system - Bit removal tools - S.O.S. sampling ports - Sight gauges (hydraulic oil, filter - restriction)

## **MACHINE SPECIFICATIONS**

### **PM313 COLD PLANER**

#### **INCLUDES:**

548-2958 ENGINE, CAT C9.3  
577-6234 TRACK, CONVERSION (independent track drives with auto tensioning)  
577-6257 VENTILATION SYSTEM  
381-6575 LIGHTS, HALOGEN  
381-6525 PRODUCT LINK, CELLULAR PLE641  
522-0132 ROTOR, K STD - 15 MM (51.2 cutting width )  
572-9764 DISCHARGE CONVEYOR, HYD. FOLDING  
381-7333 PORT, FILLING, WATER TANK  
548-3070 GUIDE, STANDARD STEERING  
577-6336 GUARD, ROTOR TURNING DEVICE  
577-2980 CONTROL, GRADE (measures grade from the position of side plates using position sensing cylinders. provides info to machine displays for operation of grade control)  
381-7320 CONTROL, SLOPE (measures cross slope using a slope sensor mounted on the chassis)  
481-8732 LIGHT, HAZARD, CANOPY  
569-2838 PUMP ACCESSORY DRIVE  
566-6910 CANOPY, FOLDING, HYDRAULIC, includes extendable side wings  
381-7318 DISPLAY, OPTIONAL (additional display for ground operator station)  
421-8146 CAMERA, REAR  
381-7314 CAMERA, CONVEYOR  
542-7915 CAMERA, LH DRUM EDGE  
376-4134 PNEUMATIC BIT REMOVAL TOOL  
561-4359 ROTOR TURNING DEVICE  
381-7326 PNEUMATIC COMPRESSOR SYSTEM (engine mounted air compressor with hose, tank and regulator)  
421-9634 DUST REDUCTION, ADDITIONAL (additional water spraying system for dust reduction)  
577-6255 PUMP, WASHING, HIGH PRESSURE (includes wand and 50' hose)  
482-4046 BALLAST KIT (additional weight for greater milling control in deep cuts or challenging material)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH RIGGS CAT FOR THE PURCHASE OF A 2022 MILLING MACHINE FOR THE BENTONVILLE STREET DEPARTING IN THE AMOUNT OF FOUR HUNDRED THIRTY SIX THOUSAND ONE HUNDRED TWENTY FIVE DOLLARS AND FORTY ONE CENTS (\$436,125.41) THROUGH THE SOURCEWELL COOPERATIVE CONTRACT, WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Street Department is in need of a milling machine for upcoming paving operations;

**WHEREAS**, the Street Department has researched said equipment and found the Caterpillar PM313 Cold Planer to be the most cost effective while meeting the required specifications;

**WHEREAS**, the Street Department is able to utilize pricing from the Sourcewell cooperative purchasing contract and one (1) unit is currently in stock and available for purchase through that contract;

**WHEREAS**, Sourcewell is a cooperative purchasing source that utilizes competitive proposals to obtain pricing that is in the best interests of buyers and therefore competitive bidding is unnecessary.

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

**Section 1:** That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of a Caterpillar PM313 Cold Planer in the amount of four hundred thirty six thousand one hundred twenty five dollars and forty one cents (\$436,125.41) through Sourcewell Cooperative Contract #032119-CAT.

**Section 2:** Because this purchase is being made through a cooperative purchasing contract, an exceptional circumstance exists, and it would be neither practical nor feasible to advertise for competitive bidding so that requirement is herein waived.

**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.

**Section 4:** Repeal of Conflicting Ordinances: All Ordinances of the City Council, or parts of Ordinances of the City Council, in conflict herewith are hereby repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK





## Agenda Item Form

|                              |                       |
|------------------------------|-----------------------|
| Date of City Council Meeting | 2/22/2022             |
| Department                   | Community Development |
| Submitted by                 | Ellen Norvell         |
| Phone                        | (479) 271-5993        |

|                                                                                                                                                   |                                       |                                        |                                    |                                                |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| Item Type: (Check Applicable Item Type)                                                                                                           |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                        | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| Recommendation/Suggested Action (Enter recommendation in space below):                                                                            |                                       |                                        |                                    |                                                |                                    |
| Staff is requesting approval of a resolution to authorize payment to Northwest Arkansas Regional Planning Commission for the 2022 Membership Fee. |                                       |                                        |                                    |                                                |                                    |

|                                                                                  |                                                                     |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                   | 37,915.00                                                           |
| Is this Item Budgeted?                                                           | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| If no, please explain how item will be funded (briefly explain in space below) : |                                                                     |



# Memorandum

**To:** Mayor Orman, City Council  
**From:** Ellen Norvell, Community Development Director  
**Date:** February 1, 2022  
**Re:** 2022 Membership Fee - NWA Regional Planning Commission

---



Staff requests City Council approval of a resolution authorizing the payment of \$37,915.00 for the City of Bentonville's 2022 Membership Fee with NWA Regional Planning Commission. This is a budgeted item.

Thank you for your consideration of this request.

RECEIVED JAN 06 2022

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

January 4, 2022

Mayor Stephanie Orman  
City of Bentonville  
1000 SW 14th Street  
Bentonville, AR 72712

**INVOICE**

| <b><u>QUANTITY</u></b> | <b><u>DESCRIPTION</u></b> | <b><u>UNIT PRICE</u></b> | <b><u>TOTAL</u></b> |
|------------------------|---------------------------|--------------------------|---------------------|
|                        | 2022 Membership Fee       |                          | \$37,915.00         |

*TOTAL AMOUNT DUE*      \$37,915.00

Jeff Hawkins, Director

**RESOLUTION NO. R-22-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING PAYMENT OF THE CITY OF BENTONVILLE'S 2022 MEMBERSHIP FEE WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Planning Department desires to continue its membership with the Northwest Arkansas Regional Planning Commission; and

**WHEREAS**, this is a budgeted item.

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

Section 1: The Mayor is hereby authorized to pay thirty-seven thousand nine hundred fifteen dollars (\$37,915.00) for the City's 2022 membership fee to the Northwest Arkansas Regional Planning Commission;

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 | 2/22/2022     |
| Department                   | Planning      |
| Submitted by                 | Shelli Kerr   |
| Phone                        | (479)271-6822 |

|                                                                                                                                                                                                                                                                                                                                         |                                       |                                        |                                    |                                                |                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------|------------------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                |                                       |                                        |                                    |                                                |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input type="checkbox"/> Ordinance | <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                           |                                       |                                        |                                    |                                                |                                    |
| <b>A resolution to support the installation of artwork titled "Found" by artist Tim Jorgensen in Train Station Park. The artwork was selected by the Public Art Advisory Committee as part of a request for proposals and approved by the Parks and Recreation Advisory Board. This is a budgeted item. Memo and proposal attached.</b> |                                       |                                        |                                    |                                                |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | 35,000                                                              |
| Is this Item Budgeted?                                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |



# MEMO



To: Mayor Stephanie Orman and Bentonville City Council  
From: Shelli Kerr, AICP, Comprehensive Planning Manager  
On behalf of: Bentonville Public Art Advisory Committee  
CC date: February 22, 2022  
RE: **Public Art “Found” in Train Station Park**

The Bentonville Public Art Advisory Committee (PAAC) is seeking approval to install public art titled “*Found*” by Tim Jorgensen in Train Station Park.

In October 2021, the PAAC issued a Request for Proposals for artwork inspired by large letter installations in other cities. The RFP included the following creative brief:

**Objective:** *A work that fosters public engagement, identifies the location as Bentonville, Arkansas, and reflects our growing diversity.*

**Key Details:** *Inclusive • Accessible • Appropriate for all ages • Fosters social engagement • Photo and selfie-worthy • Community engagement in fabrication encouraged • Permanent or mobile options considered*

**Audience:** *All who live in and visit Bentonville.*

**Tone/Voice:** *Human scale • Bold, graphic design • Iconic • Community harmony*

By the deadline of Friday, November 5, the PAAC received 23 proposals. The PAAC narrowed it down to four artworks and requested additional information. They selected “Found” at the January 11, 2022 PAAC meeting, voting 5 – 0 recommending approval. The Parks and Recreation Advisory Board approved the installation on Feb. 7, 2022.

*Found* is made of stainless steel with stacked letters from the word “Bentonville” using a different font for each letter. The artwork will have a second layer of mirror polished stainless steel which will provide a reflection of people as they pass by. The installation will have a 60” x 60” footprint and extend 110” tall. Concept statement and artist information attached.

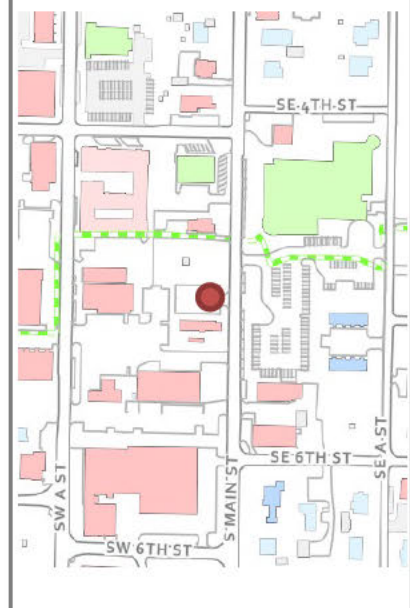
The committee felt that the stacked letters concept was in proper scale with the size of the park; provided an excellent opportunity for photos in a walkable environment, and that the multiple fonts represents how our various cultures and backgrounds can stand together as one.

The total cost including fabrication, delivery, and installation is \$35,000. Funding is provided from the Public Art Advisory Committee’s budget.

**Proposed Artwork**  
***Found***



**Display Site:**  
**Train Station Park**





# Concept Statement

The intention of this piece is to create and empower a sense of ownership in the community of Bentonville. Often time we ask ourselves and even others around us, “What makes our community so special?” Many of us jump to the conclusion of materialistic objects and locations but we often overlook the fact that without the people a community is simply just bunch of empty buildings. People are the driving force that make up a community, the neighbors you are surrounded by or the friends that live across town. My work, titled *Found*, stands as a beacon of pride, reflecting the faces of people as they pass by and glance over. Capturing a moment of their time to reflect on who they are and where they come from.

Fabricated out of stainless steel to create a composition that utilizes the name “Bentonville”. I plan to adorn the letters with a second layer of mirror polished stainless that partially covers certain areas to create a more dynamic surface. In regards to the stacked format, the piece would stand approximately 110” tall and have a foot print of 60”x 60”.







## Adjusted Budget

|                   |                                             |
|-------------------|---------------------------------------------|
| Cost of materials | \$13,000.00 (contingent with marker prices) |
|-------------------|---------------------------------------------|

|                    |             |
|--------------------|-------------|
| Cost of production | \$16,000.00 |
|--------------------|-------------|

|                                |           |
|--------------------------------|-----------|
| Delivery and installation cost | \$3000.00 |
|--------------------------------|-----------|

|              |           |
|--------------|-----------|
| Artist's Fee | \$3000.00 |
|--------------|-----------|

|              |             |
|--------------|-------------|
| Total budget | \$35,000.00 |
|--------------|-------------|



**RESOLUTION NO. R-22-\_\_\_\_\_**

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH TIM JORGENSEN FOR THE PURCHASE AND INSTALLATION OF A PUBLIC ART PIECE TITLED “FOUND”; AND FOR OTHER PURPOSES.**

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

**WHEREAS**, after reviewing RFP submissions, the Public Arts Advisory Committee recommended approval of the piece “Found”, to be located on City property at the Train Station Park, on January 11, 2022; and

**WHEREAS**, this purchase and installation will be funded from the Public Art Advisory Committee 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 hereby authorized to enter into an agreement, in the amount of thirty-five thousand dollars (\$35,000.00), with Tim Jorgensen for the purchase and installation of the art piece titled “Found”;

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 | 2/22/2022           |
| Department                   | Planning            |
| Submitted by                 | Planning Commission |
| Phone                        |                     |

|                                                                                                                                                                                                                                                                                                                                                                     |                                       |                                        |                                               |                                     |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|-----------------------------------------------|-------------------------------------|------------------------------------|
| <b>Item Type: (Check All That Apply)</b>                                                                                                                                                                                                                                                                                                                            |                                       |                                        |                                               |                                     |                                    |
| <input type="checkbox"/> Budget Adjustment                                                                                                                                                                                                                                                                                                                          | <input type="checkbox"/> Change Order | <input type="checkbox"/> Informational | <input checked="" type="checkbox"/> Ordinance | <input type="checkbox"/> Resolution | <input type="checkbox"/> Bid Award |
| <b>Recommendation/Suggested Action (Enter recommendation in space below):</b>                                                                                                                                                                                                                                                                                       |                                       |                                        |                                               |                                     |                                    |
| <b>An Ordinance to update the non-conforming sign provisions relating to large scale developments. This should help ensure that businesses aren't required to replace signs, otherwise allowed under the non-conforming sign code provisions, where the sign isn't part of the construction. Planning Commission unanimously voted to approve this Code change.</b> |                                       |                                        |                                               |                                     |                                    |

|                                                                                         |                                                                     |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Estimated Cost                                                                          | 35,000                                                              |
| Is this Item Budgeted?                                                                  | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| <b>If no, please explain how item will be funded (briefly explain in space below) :</b> |                                                                     |
|                                                                                         |                                                                     |



## EXHIBIT “A”

### Sec. 801.12 General Regulations

- (h) *Nonconforming signs.* Signs that were lawful at the time of their construction or placement but are not in conformance with current regulations shall be allowed to be maintained as nonconforming signs until such time that the sign meets any of the following conditions. At such time, the sign shall be removed or brought into compliance with this article. If only the sign face is being replaced, the nonconforming sign structure may remain.
- (1) Fifty percent of the size of the sign and/or sign structure is damaged or in a state of disrepair;
  - (2) The sign is proposed for replacement or major alteration, which includes, but is not limited to, increasing the sign size or height, replacing the sign cabinet, changing or adding lighting, or any other alteration determined to be major as determined by the director;
  - (3) The primary structure on the site on which the sign is located is:
    - a. Damaged by fifty percent (50%) or more of the structure's gross square footage;
    - b. Proposed for major alteration, renovation, replacement; or
    - c. Is or is proposed to be demolished; ~~or~~
  - (4) Development on the site on which the sign is located requires large scale development approval, including both administrative and planning commission approvals; however, such nonconforming signs shall be allowed to remain on the property, subject to large scale development approval, under the following circumstances and conditions:
    - a. The nonconforming sign remains in its current location on the site and is not:
      - i. Otherwise proposed for alteration, renovation, or replacement;
      - ii. Damaged by fifty percent (50%) or more of the structures gross square footage; or
      - iii. Is proposed to be demolished;
    - b. The development for which the large scale development approval is sought is part of the continuous operation of the same business previously operating on the site;
    - c. The overall addition in gross square footage from the large scale development is limited to no more than twenty-five percent (25%) of the gross square footage of the primary structure at the time the large scale development plan is submitted; and
    - d. Any demolition of the existing primary structure on the site does not result in the loss of more than ten percent (10%) of the existing gross square footage within the primary structure at the time the large scale development plan is submitted.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING APPENDIX A, ZONING CODE, ARTICLE 801, SIGN  
ORDINANCE – PRIVATE PROPERTY, OF THE BENTONVILLE MUNICIPAL CODE;  
UPDATING PROVISIONS FOR NONCONFORMING SIGNS ON PRIVATE  
PROPERTY; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER  
PURPOSES.**

**WHEREAS**, the City of Bentonville periodically reviews the Zoning Code;

**WHEREAS**, these periodic reviews occur when needed to clarify existing language or evaluate potential updates to align the code with current conditions; and

**WHEREAS**, this update provides equitable regulations for businesses performing construction unrelated to the nonconforming sign.

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

Section 1: Appendix A, Article 801, Section 801.12, Subsection (h), of the Bentonville Municipal Code is amended to read as shown in the attached Exhibit “A” and Municode Corporation is hereby instructed to make said amendment;

Section 2: Emergency Clause: The need to amend the City Code is immediate and in order to protect the public peace, health, safety, and welfare 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 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:

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KIRBY ROMINES, City Clerk